



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

752806

LEASE - DEED

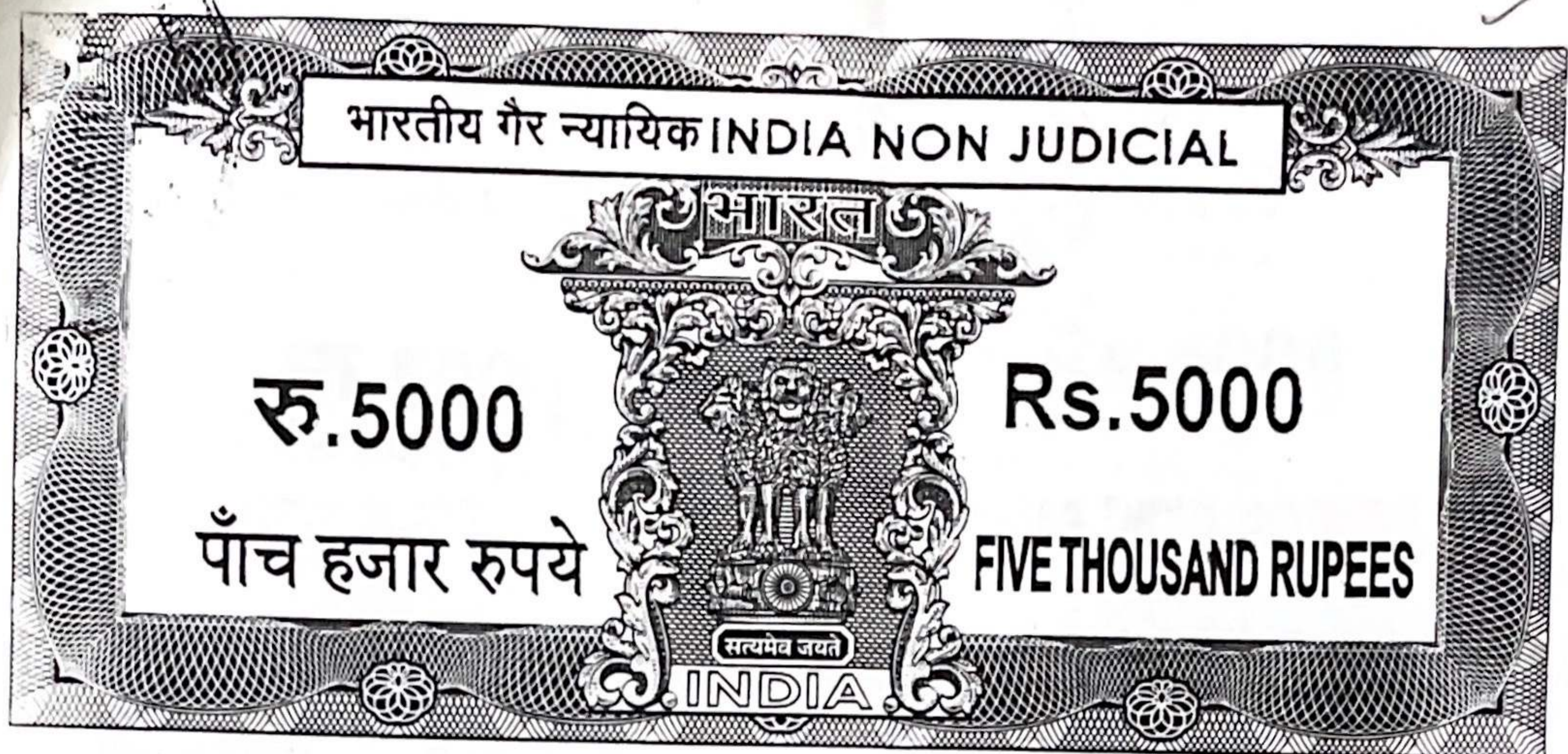


Attested
श्रीमती राजेश्वरी देवी / Shri Mata Rajeshwari Devi
अवर सचिव / Under Secretary
वित्त विभाग / Finance Department
Min. of Finance Department



प्रबंधक (सम्पत्ति)

Note: On file



उत्तर प्रदेश UTTAR PRADESH

752807

This -

Beetle Gupta

प्रबंधक (मिष्णलि)

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

752808

प्रबंधक (समिति)

Narain Gupta



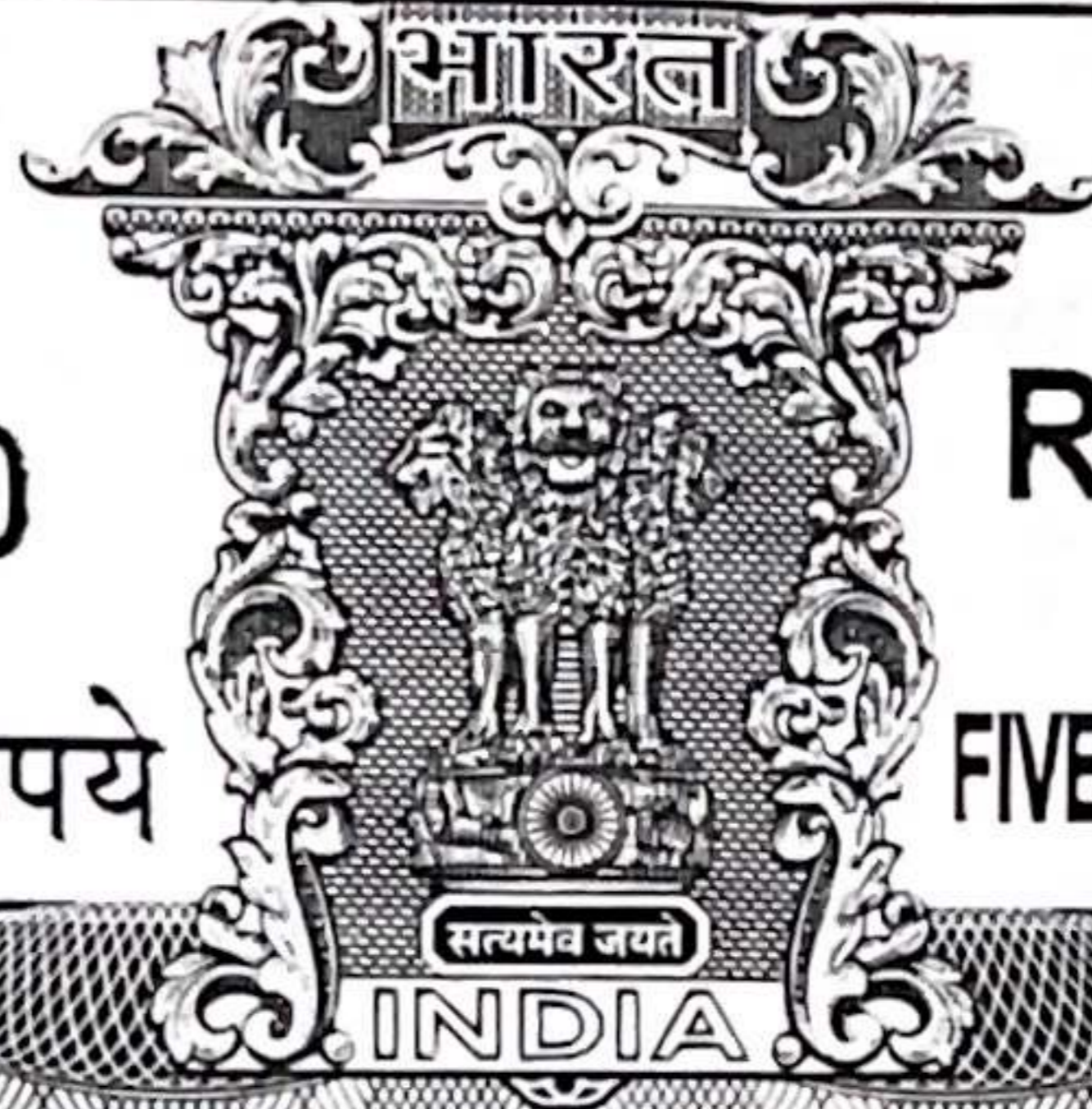
भारतीय गैर न्यायिक INDIA NON JUDICIAL

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Rs.5000

FIVE THOUSAND RUPEES



INDIA

उत्तर प्रदेश UTTAR PRADESH

753058

Deed -

संभव (संभवित)

LEASE DEED (RESIDENTIAL)

THIS LEASE DEED MADE on the 25th day of 17/12/2017 in the year 2017 between the Greater Noida Industrial Development Authority a body corporate constituted under Section 3 read with Section 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter called the "Lessor" which expression shall unless the context does not so admit include its successors assigns of the one part and Shri/Smt./

PHOTO

Rm. NEETA (S/O) aged years S/o
D/o W/o Shri. NEETA (S/O) R/o
Rm. NEETA (S/O) aged years S/o

(hereinafter called the "Lessee" which expression shall unless context does not so admit include his/her/their/its heirs executors administrators representatives and permitted assigns of the other part)

WHEREAS the plot hereinafter described forms part of the land acquired under the land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up urban and industrial township

WHEREAS the Lessor has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing residential building according to building plan approved by the Lessor.

1. NOW THIS LEASE DEED WITNESSTH AS FOLLOWS :

That in consideration of the premium of Rs. 50,000/- (Rupees Fifty thousand only) out of which Rs. (Rupees) have been paid by the lessee to the Lessor (the receipt whereof the Lessor both hereby acknowledges) and the balance of which is to be paid by the lessee in the manner hereinafter provided in instalment on dates specified below

Rs.	on or before
Rs.	on or before
Rs.	on or before
Rs.	on or before
Rs.	on or before
Rs.	on or before
Rs.	on or before
Rs.	on or before

And in consideration of Rs. 50,000/- (Rupees Fifty thousand only) paid in lump sum on account of one time lease rent which is 10% of the total premium of the plot of the lessor both hereby demise and lease of the lessee all that plot of land numbered as 209 Situated in Block (Gautam Nagar) Sector ETAC-1 in Greater Noida Industrial Development Area, District Gautam Budh Nagar contained by Square Meters be the same a little more, or less and bounded (situated at tehsil Gautam Budh Nagar, Distt. Gautam Budh Nagar).

Neeta Gupta

(1)

प्रबंधक (सम्पत्ति)

THE NORTH-B

THE SOUTH-B

THE EAST-B

ON THE WEST-B

ON THE WEST-B

2/10

Sqm. ETAC. 64499

And which said plot is more clearly delineated and shown in attached plan and therein marked rec

TO HOLD the said plot (hereinafter referred to as "the demised premises" with their appurtenances unto the Lessee to the term of Ninety years commencing from (the execution of the lease deed 23/03/27 (date of possession) except and always reserving to the lessor -

- (a) A right to lay water mains, drains, sewers or electric wires under or about the demised premises, if deemed necessary by the Lessor in developing the area.
- (b) Full rights and title to all mines, minerals, coals, washing gold's earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) / flat or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee / lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the lessee.

II AND THE LESSEE DOTH HEREBY DECLARE AND CONVENIENT WITH THE LESSOR IN THE MANNER FOLLOWING :-

- 1) That the lessee will pay to the lessor the balance of the premium in the installments mentioned in clause 1 above by the dates mentioned therein. If the lessee fail to pay any instalments by the due date, he shall thereafter pay the same with interest @ 20% p.a. compounded quarterly on the instalment in the arrears from the due date till the date of payment provided that for failure to pay three consecutive installments or any instalment / amount continuously for six months, whichever is earlier, the lessor may determine the lease with penalties and consequences give in clause III hereinafter.
- 2) That the lease will bear, pay and discharge all rates, assessments of every description including beneficitation levy and user charges which during the said term be assessed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of demised premises or the buildings to be erected thereupon.

Nanda Gupta

(2)

प्रबंधक (मम्पति)

LOT NO.

PL. NO. 20
AREA = 200 Sqm.

1000

1000

1000

1000

AREA = 200. Sqm.

SIGN *Nishi Gupta*
POSSESSION HANDLED OVER
ALLOTTEE

प्रबंधक (सम्पत्ति)

SIGN *[Signature]*
POSSESSION HANDLED OVER
ANY MGR. GNIDA

LEASE PLAN FOR PLOT NO.-109
AT LARGERSTROMIA ESTATE
SECTOR - E14-1

PREPARED BY

[Signature] *[Signature]* *[Signature]*
CONSTRUCTION DIVISION
GREATER NOIDA

GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

ASST. MGR. (ENGG.)
GNIDA

[Signature]
GNIDA

- 3) That the lessee will obey and submit to all directions issued or regulations made by the lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health safety or convenience of the other inhabitants of the place.
- 4) That the lessee will at his own cost, erect on the demised premises in accordance with the plan, elevation and design and in a position to be approved by the lessor or any officer authorised by the Lessor, in that behalf in writing and in substantial and workman like manner, a residential building only with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers.
- 5) The allottee at this own expense will take permission for sewerage, electricity, and water connections from the concerned departments of the lessor or from the competent authority in this regard.
- 6) That the Lessee will construct the building according to the architectural and elevation control as prescribed by the Lessor.
- 7) That the Lessee will keep the demised premises and buildings :-
 - i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,
 - ii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place
- 8) That the lessee shall abide by all Regulations, Bye-laws, Directions and Guidelines of the Lessor / framed / issued under Sections 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act, 1976 and rules made therein.
- 9) If the maintenance work of any area is not found satisfactory according to the lessor, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the allottee/s, collectively or in parts. The decision of the lessor will be final as regards to the expenses incurred in the maintenance work.
- 10) In case of non-compliance of these terms and conditions, and any direction of the lessor, the lessor shall have the right to impose such penalty as the CEO of the lessor may consider just and/or expedient.
- 11) That the lessee will not make, or permit to be made, any alteration in or additions to the said buildings or other erections for the time being on the demised premises erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the term of such permission in writing of the plan if any, approved by the lessor or any officer authorised by the lessor in that behalf and in case of any deviation from such terms of plan, will immediately upon receipt of notice from the lessor or such requiring him so to do correct such deviation as aforesaid if and the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be correct at the expenses of the lessee which expenses the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.
- 12) That the lessee shall use the demised premises only for the purpose of constructing a building for residential purpose and no other purpose without the consent of the lessor and subject to such terms and conditions as lessor may impose and will not do or suffer to be

Neetu Gupta

(3)

संयोजक (महामति)

done on demised premises or any part thereof, any act or thing which may be or grow to be nuisance, damage, annoyance or inconvenience to the lessor or the Owner, occupier of other premises in the neighbourhood.

- 13) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of any description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- 14) That the lessee will not assign, relinquish (except in favour of lessor), sublet, transfer or part with possession of the demised premises without prior permission of the lessor. The transfer of the plot to lessee's legal heir will be allowed with the prior permission for an officer authorised by him/her in this regard.
- 15) That lessee may however with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any government/ semi-government organisation/financial institutions for the purpose of securing loan for acquiring the plot and / or constructing house thereupon.
- 16) In case of transfer, transfer charges as fixed by the lessor shall be payable by the lessee to the lessor at the time of transfer.
- 17) That the lessee will not assign, relinquish, mortgage, sublet, transfer part with possession of any portion less than the whole of the demised premises and building thereon nor cause any subdivision thereof by metes and bounds or otherwise.
- 18) That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of lessor.
- 19) That every transfer, assignment, relinquishment, mortgage, subletting of the whole of the demised, premises, or building or both shall be subject to and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect the therefore.
Provided always that if the lessee or his/her/their/its transferee or permitted assignees, and the case may be will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole or residue on the said term, he/she/its will deliver at his/her/its/their own expenses to the expenses to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof, within a month after the same shall have been duly registered under the Indian Registration Act or other amending statute.
Provided that in the event of sale or fore closure of the mortgaged or charged property the lessor shall be entitled to claim and recover 25% of the unearned increase in the value of said land as first charge, having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.
Provided further that lessor shall have pre-emptive right to purchase the mortgage or charged property after deducting such percentage of the unearned increase as aforesaid.
- 20) That the lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.
- 21) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time ~~and at all reasonable time or~~

Nanda Gupta (4)

पञ्चक (मम्पति)

22 That the lessee shall not exercise his/her/their/its option of the determining the lease nor hold
the lessor responsible to make good the damage if by fire, tempest, flood or violence of army
or of a mob or other irresistible force any material part of the demised premises wholly or
partly destroyed or rent deed substantially or permanently unfit for building purposes.

23. FOR SCHEME

That the lessee shall have to erect and complete building on the leased land unto the date The lessor may grant extension in exceptional circumstances, for one year on payment of extension charges of 8% of total premium of the plot from the date for completion of construction as mentioned above.

That the lessee shall have to erect and complete building on the leased land within three years from the due date of execution of lease deed i.e. or within five year from the date of allotment i.e. which ever the date comes later, unless extension is allowed by the lessor in exceptional circumstance and on such conditions as it may impose. (Extension of one year, two year and three years may be granted by the lessor on payment of 4% for 1st year, 6% for 2nd year and 8% for 3rd year, of total premium of the plot respectively as an extension charges by the lessess)

That the Lessee shall have to erect and complete building on the leased land within nine years from the date of allotment or upto December 2003 whichever is earlier, unless extension is allowed by the lessor in exceptional circumstance and on such conditions as it may impose, (Extension of one year, two years and three years may be granted by the lessor on payment of 4% for 1st year, 6% for 2nd year and 8% for 3rd year of the total premium of the plot as an extension charges by the lessee)

That the lessee shall have to erect and complete building on the leased land within seven years from the date of allotment or upto December 2003 whichever is later, unless extension is allowed by the lessor in exceptional circumstances and on such conditions as it may impose. (Extension of one year, two years and three years may be granted by the lessor on payment of 4% of 1st year, 6% for 2nd year and 8% for 3rd year, of the total premium of the plot: as an extension charges by the lessee).

That the lessee shall to erect and complete building on the leased land within ~~two years from the due date of execution of lease deed i.e.~~ or within five years from the date of allotment i.e. 31.12.92 which ever the date comes later, unless the extension is allowed by the lessor under exceptional circumstances and on such terms and conditions as it may be imposed. (Extension of one year, two years and three years may be granted by the

lessor on payment of 4% for 1st year, 6% for 2nd year and 8% for 3rd year, of the total premium of the plot, as an extension charges by the lessee).

23f) **FOR SCHEME> PCH 01**

The allottee/lessee have to obtain completion certificate from the Authority within five years from the date of allotment. In the event of failure to do so, allottee/lessee shall be liable to pay administrative charges at the rate of 4%, 6% & 8% of the total premium for the extension of three years. If the allottee/lessee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

23g) **FOR SCHEME> LOP 01 (PHI - CHI - ETA)**

The allottee / lessee have to obtain completion certificate from the Authority within five years from the date of allotment. In the event of failure to do so, allottee / lessee shall be liable to pay administrative charges as per prevailing norms for any extension. If the allottee / lessee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

23h) **FOR SCHEME> MHS 03**

The allottee / Lessee have to obtain completion certificate from the Authority within three years from the date of allotment. In the event of failure to do so, allottee / Lessee shall be liable to pay administrative charges at the rate of 4%, 6% & 8% of the total premium for the extension of three consecutive years from the due date given for getting of the completion certificate. If the allottee / lessee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

24) That in case the lessee does not construct building within the time provided for above, this deed of lease will be liable to be determined with the penalties and consequences given in clause III hereinafter. However, in exceptional circumstances the lessor or any officer authorised by him can allow extension, subject to the fulfillment of such conditions, charges as he may impose for the same

FOR VILLAGERS

The lessee claims that he/she is a bonafide villager of Greater Noida whose land has been acquired by the lessor.

FOR GENERAL CATEGORY

The lessee claims that he/she does not own any residential plot or house in full or any part on lease hold or free hold basis or under HPTA (Hire Purchase Tenancy Agreement/License Agreement) in Greater Noida Industrial Development Area either, in his/her/wife/husband's name or in the name of his/her minor or dependent children.

FOR GREATER NOIDA EMPLOYEES

The lessee claims that he/she is an employee of the lessor and he/she or spouse and/or dependent children do not own any residential plot or house in full or in part, on leasehold or freehold basis or under HPTA (Hire Purchase Tenancy Agreement/ License Agreement) in Greater Noida Industrial Development Area.

If the lessee does not abide by the terms and conditions and building rules or any other rules and regulations framed by the lessor the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

Nishi Gupta

II AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AND FOLLOWING :

Notwithstanding anything herein before contained if there shall have been in the opinion of the lessor whose decision shall be final and binding any breach by the lessee or any person claiming through or under him/her/their/its of any of the covenants or conditions hereinbefore contained and or his/her/their/its parts to be observed and performed and in particular and without prejudice to the generality of the sub clause if the lessee transfers, relinquishes mortgages or assigns the whole or the part of demised premises before constructing a building on it as hereinbefore provided within the period mentioned in sub clause 23 or 23 (a) of clause II it shall be lawful for the lessor without prejudice to any other right of action of the Lessor in respect of any breach of agreement to re-enter the demised premises or any part thereof and determine this demise and thereupon it:

- i. At the time of re-entry the demised premises has not been occupied by the lessee by way of constructing a building thereon, the lessor may re-allot the demised premises and entire deposited amount shall stand, forfeited in favour of the lessor.
- ii. At the time of re-entry the demised premises are occupied by the any building constructed by the lessee thereon the lessee shall within a period of three months from the date of re-entry, remove from the demised premises all erection or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and the building, fixtures and things there on, but upon lessee removing the erections, building fixtures and things before or within the period herein specified the demised premises shall be re-allotted and the lessee may be paid such amounts as may be determined, by the lessor provided that the lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee, price therefore and for his interest in the premises as may be mutually agreed upon.
- B. If lessee is found to have obtained the allotment and lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor along with forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- C. If the lessee commit any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance with a reasonable period, failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of substance of nuisance.
- D. Any losses suffered by the lessor on a fresh grant of demised premises for breach of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the lessor.
- E. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) or any rule or regulations made there under shall be deemed to be duly served as provided us 43 of the U.P. Urban Planning and Development Act 1973 as re-enacted and modified by Uttar Pradesh President's Act (Re-enactment with modification) Act 1974 (U.P. Act No. 30 of 1974).

Neel Gupta

(7)

पञ्चक (मम्पल्लि)

5. All power exercise by the lessor under this lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorise any of its officers to exercise all or any of the powers exercisable by it under this lease.

The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee, who will also pay the stamp duty of transfer of immovable property levied, or any other duty or charge that may be levied by any authority empowered in this behalf.

In case of any clarification, or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the lessor shall be final and binding on the lessee.

In the event of any dispute with regard to the terms and conditions of the lease deed the same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of Judicature at Allahabad

In the presence of

Address: M-111, 1st Floor,
Shakti, - 20002

Address 6 J. Branch St. J. P. Branch
H-105 Hamm A

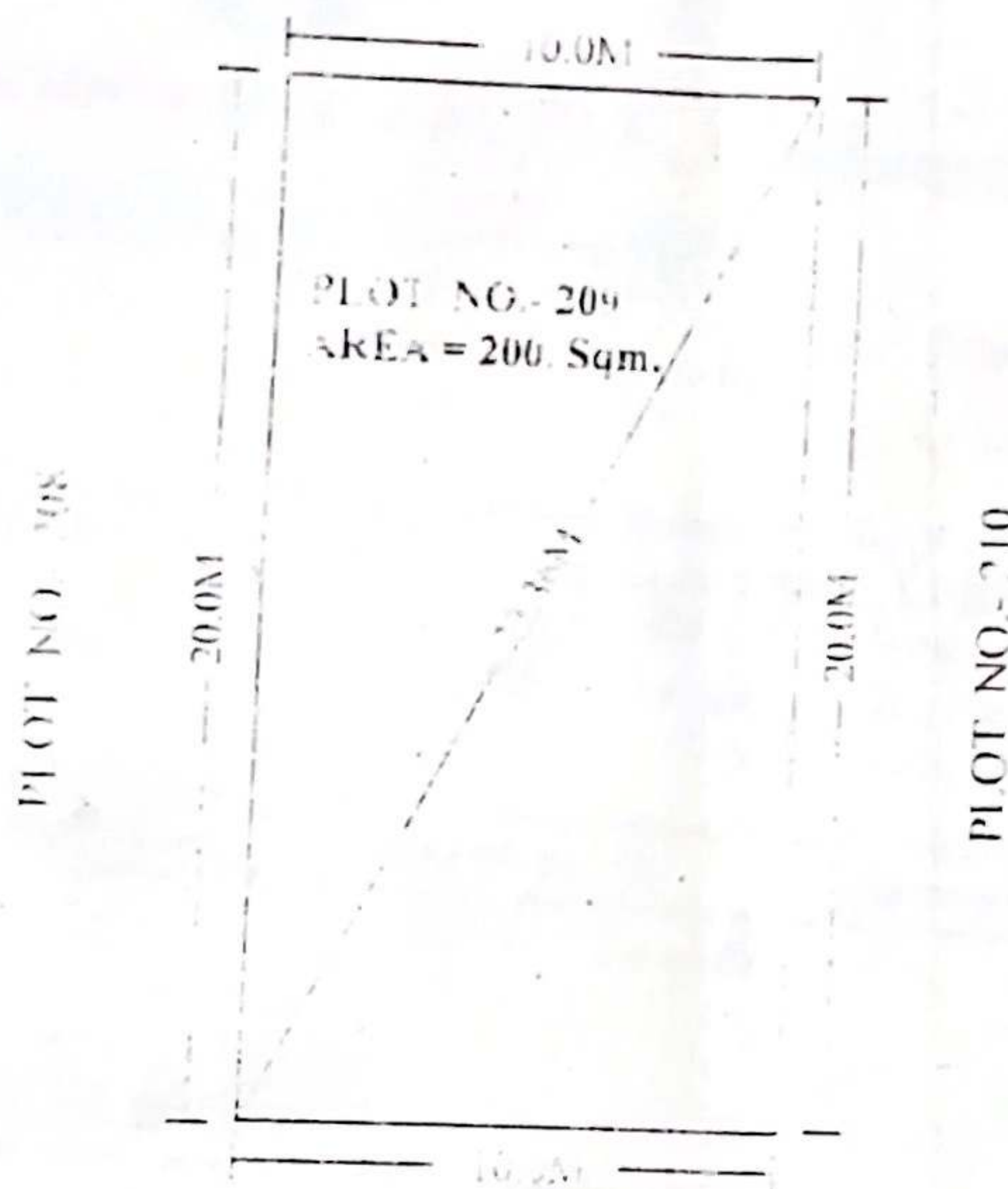
LESSEE For and on behalf of the Lessor

Kanta Gupta (8)

प्रबंधक (सम्पत्ति)

PLOT NO.- 209

PLOT NO.- 209



9.0M WIDE ROAD

AREA = 200. Sqm.

SIGN *Neel Kumar*
POSSESSION TAKEN OVER
ALLOTTEE

SIGN *Shamsher*
29/03/07
POSSESSION HANDED OVER
ASST. MGR. (GNIDA)

LEASE PLAN FOR PLOT NO.- 209
AT LARGERSTROMIA ESTATE
SECTOR - ETA - I

PREPARED BY

[Signature]
D/M

[Signature]
J.E.

[Signature]
A.E.

CONSTRUCTION DIVISION U.P. JAL NIGAM

GREATER NOIDA

GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

ASST. MGR. (ENGG.)
GNIDA

[Signature]
GNIDA



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

POSSESSION CERTIFICATE

Letter No. IC-R. cell/3184
Date 29/3/2007

Plot Code
Allotment No. ETA0164499
Plot No. 209
Block No. Lagerstromia Estate
Sector ETA-01

Lessee/Allottee's Name
& Address Neeta Gupta D/o Sh.
Hari Ram Gupta R/o MB-20
Master Block Shalarpur
Delhi-92

Status/Boundaries of plot	Dimensions	Area (In Sq. m.)	Remarks
North-East	<u>As per lease Plan</u>	<u>200 Sq.mtrs</u>	
South-West			
South-East			
North-West			

Site plan of the plot is enclosed herewith.

I/We have taken over possession of the plot No. 209 Block No. Lagerstromia Estate Sector ETA-01 on 29/3/07

I/We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession handed over by

Possession taken over by

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

Neeta Gupta
Signature of the lessee

Copy to :

- 1 Lessee
- 2 General Manager (Property)
- 3 General Manager (Engg.)

Sh. Anand
29/3/07
Incharge Civil
Greater Noida Authority

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308