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## LEASE DEED

This Lease Deed ("**Lease Deed**") made on 26<sup>th</sup> day of June, 2023 (Two Thousand and Twenty Three) between the New Okhla Industrial Development Authority, a body corporate constituted under Section 3 read with 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**

M/s Experion Developers Private Limited, Company, within the meaning of Companies Act, 1956, having corporate identification number U70109DL2006FTC151343, and having its registered office at F- 9, 1<sup>st</sup> Floor, Manish Plaza 1, Plot No. 7, MLU, Sector 10, Dwarka, New Delhi – 110075, India, through Authorized signatory Sh. Mansoor Azam, S/o Sh. Mazhar Akbar, R/o A-4/FF, Okhla Vihar, New Delhi-110025, duly authorized by the board of directors vide Resolution dated May 27, 2023 (hereinafter called the "**Lessee**" which expression shall unless the context does not so admit, include, Society representatives, administrators 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 development by the Lessor for the purpose of setting up an urban and industrial township.

**AND WHEREAS** the Lessor has agreed to demise, and the Lessee has agreed to take on lease the Plot No. GH-02, Sector-45 on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the setbacks and building plan approved by the Lessor.

**AND WHEREAS** the Lessor has through an E-Bid tender System awarded to M/s Experion Developers Private Limited, Lessee, the Plot No. GH-02, Sector-45, Noida after fulfilling the terms and conditions prescribed in the brochure of group housing scheme code No. 2022-23- (II) and its corrigendum, vide Reservation/ Allotment Letter No. NOIDA/GH/2023/2502, Dated 6<sup>th</sup> March, 2023, & for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

**AND WHEREAS** the Lessor and Lessee have agreed in so far as the present sub lease deed is concern the terms of the brochure shall contain a binding effect for any present or future interpretation.

**NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-**

**1. CONSIDERATION**

- 1.1. The premium of Rs. 200,39,41,306/- (Rupees Two Hundred Crore Thirty Nine Lakhs Forty One Thousand Three Hundred Six Only) out of which 100% i.e. Rs. 2,00,39,41,306/- has been paid in full by the Lessee to the Lessor of the



(ABHISHEK DATTA)  
Jr. Asstt. Mgr. Noida







आवेदन सं०: 202300743039757

पट्टा विलेख(30 वर्ष से अधिक)

बही सं०: 1

रजिस्ट्रेशन सं०: 3492

वर्ष: 2023

प्रतिफल- 2354632000 स्टाम्प शुल्क- 117731600 बाजारी मूल्य - 2354632000 पंजीकरण शुल्क - 23546400 प्रतिलिपिकरण शुल्क - 80 योग : 23546480


श्री मैसर्स एक्सपिरियन डेवलपर्स प्राइवेट लिमिटेड द्वारा  
 मंसूर आजम अधिकृत पदाधिकारी/ प्रतिनिधि,  
 पुत्र श्री मजहर अकबर  
 व्यवसाय : अन्य  
 निवासी: ए-4/एफ एफ, ओखला विहार, नई दिल्ली-110025.




श्री, मैसर्स एक्सपिरियन डेवलपर्स प्राइवेट लिमिटेड द्वारा  
 ने यह लेखपत्र इस कार्यालय में दिनांक 26/06/2023 एवं  
 04:14:04 PM बजे  
 निबंधन हेतु पेश किया।

मंसूर आजम अधिकृत पदाधिकारी/  
 प्रतिनिधि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
 के० एन० सिंह  
 उप निबंधक :सदर द्वितीय  
 गौतम बुद्ध नगर  
 26/06/2023  
 ओमकार वर्मा  
 निबंधक लिपिक  
 26/06/2023



plot which was supposed to be paid within 90 days from the date of issuance of allotment letter.

- 1.2. All FUTURE payments should be made through a Demand Draft/ Pay Order/RTGS/NEFT drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/Noida. The Lessee should clearly indicate its name and details of the plot applied for/ allotted on the reverse of the said demand draft/ pay order.
- 1.3. All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee should ensure remittance on the previous working day.
- 1.4. The payment made by the Lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the due lease rent payable.

"In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land"

"In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of NOIDA on the rate as applicable on the date of allotment of additional land or Bid Price, whichever is higher. The rate calculated by NOIDA will be final and binding on the Allottee."

- 1.5. And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor both hereby demise on lease to the Lessee that plot of land as Group Housing Plot No. GH-02, Sector-45 in New Okhla Industrial Development Authority, Distt Gautam Buddh Nagar (U.P.), contained by measurement 19,289.81 Sq. mtrs. Be the same or a little more or less and bounded:

On the North by : As per Site;  
On the South by : As per Site;  
On the East by : As per Site; and  
On the West by : As per Site.

And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

- 1.6. TO HOLD the said plot with (hereinafter referred to as the demised premises) with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from 26 June, 2023, except and always reserving to the Lessor:

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आवेदन सं०: 202300743039757

बही सं०: 1

रजिस्ट्रेशन सं०: 8492

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन, व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पट्टा दाता: 1

श्री नोएडा विकास प्राधिकरण द्वारा के द्वारा अभिजीत दयाल, पुत्र  
श्री गंगा दयाल

निवासी: सेक्टर-6, नोएडा

व्यवसाय: नौकरी

पट्टा गृहीता: 1

श्री मैसर्स एक्सपिरियन डेवलपर्स प्राइवेट लिमिटेड के द्वारा मंसूर  
आज़म, पुत्र श्री मजहर अकबर

निवासी: ए-4/एफ एफ, ओखला विहार, नई दिल्ली-110025

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री अजय कुमार, पुत्र श्री प्रेम लाल

निवासी: आर जेड-111, गली न०-14, तुगलकाबाद, एस्टै०,  
आली, अली साउथ दिल्ली-110019

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री सुनील कुमार भारद्वाज, पुत्र श्री उदयराम भारद्वाज

निवासी: 178, गली न०-4, गौपुरी, गाजियाबाद, उ०प्र०

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के० एन० सिंह

उपनिबंधक : सदर द्वितीय

गौतम बुद्ध नगर

26/06/2023

ओमकार वर्मा

निबंधक लिपिक गौतम बुद्ध नगर

26/06/2023

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए  
गए है।टिप्पणी : पट्टा दाता ने उक्त प्रतिफल की धनराशि प्राप्त कर  
निष्पादन स्वीकार किया।

प्रिंट करें

1.6.1 A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.

1.6.2 The Lessor reserves the right to all mine and minerals, metals, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damages occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final binding on the Lessee.

**2. AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

2.1. Yielding and paying therefore yearly in advance during the said term unto the Lessor in the month of March for each year the yearly lease rent indicated below:-

2.1.1. Lessee has paid Rs. 2,00,39,413.06/- as lease rent being 1% of the plot premium for the first year of the lease period.

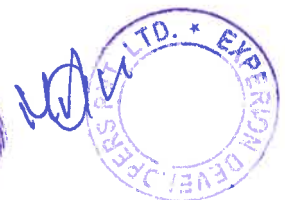
2.1.2. The lease rent shall be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.

2.1.3. The lease rent shall be payable in advance every year. First, such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.

2.1.4. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of NOIDA, from time to time (current rate shall be 9% + 3% p.a. as of 1<sup>st</sup> January, 2023 = 12% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision as per MCLR and interest rates shall be applicable every year in Jan & July.

2.1.5. The Lessee has the option to pay lease rent equivalent to 15 years @1% of the premium of the plot per year as "One Time Lease Rent" unless the Authority decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

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### 3. NORMS OF DEVELOPMENT

- 3.1. The Lessee shall be allowed to construct the flats subject to overall maximum permissible density as per the master plan. The maximum permissible ground cover and maximum permissible FAR is as follows:-

Maximum permissible Ground Coverage	35% for Plots up to 40000 Sq. mtrs. 40% for Plots above 40000 Sq. mtrs.
Maximum permissible FAR	3.5
Set backs	As per building Bye-laws
Maximum height	No limit
Density (net of the pocket) (PPH)	1650

### 4. CONSTRUCTION

- 4.1. The Lessee shall be required to complete the construction on the allotted plot as per the approved layout plan and get the occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the NOIDA within a period of three years from the date of execution of lease deed. In case the Lessee does not complete the 1<sup>st</sup> phase of the project within the specified period of 03 years, extension charges on the pro-rata land shall be applicable as per the prevailing policy, at the time of grant of such extension.
- 4.2. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed, as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
- 4.3. All the peripheral/ external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines upto required sub-stations of UPPCL / UPPTCL (Electric connection would be released as per rules & regulations of UPPCL / UPPTCL), water supply, sewerage etc. will be provided by the lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee/ Sub-Lessee (s).
- 4.4. (i) Without prejudice to the Authority's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another thirteen years only with penalty as under:

Time Extension Charges for 1 <sup>st</sup> Phase of Construction on Proportionate Area	
For 1 <sup>st</sup> Year	0%

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EXP. INT. LTD. \*  
EXP. INT. LTD. \*  
EXP. INT. LTD. \*



For 2 <sup>nd</sup> Year	0%
For 3 <sup>rd</sup> Year	0%
For 4 <sup>th</sup> Year (first year after the specified period of three years)	1%
For 5 <sup>th</sup> Year	2%
For 6 <sup>th</sup> Year	3%
For 7 <sup>th</sup> Year	4%

Therefore, total time period for 1<sup>st</sup> phase of construction including time extension charges shall be 7 years. In case the builder does not complete the construction of 1<sup>st</sup> phase in 7 years, it shall be assumed that the builder cannot complete the project, hence, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

(ii) If the allottee completes the 1<sup>st</sup> phase of construction but does not complete entire construction in seven years, he shall be provided an opportunity of maximum 6 more years to complete the project after payment of prevailing time extension charges so that the project gets completed in maximum 13 years from the date of lease deed. Extension for completion may be granted by the authority as per the Prevailing Policy of NOIDA at the time of submission of extension request letter by the allottee and after payment of prescribed fees/ charges. The current extension charges applicable for full construction as per office order Noida/GH/2022/10475 dated 30.08.2022 for reference of the applicant are as follows: -

Sr. No.	Number of years	Time Extension charges (in Percentage terms of Allotment Rate) on proportionate area
1	For first 7 years	0%
2	For First year (8 <sup>th</sup> year after lease deed)	1%
3	For Second year (9 <sup>th</sup> year after lease deed)	2%
4	For Third year (10 <sup>th</sup> year after lease deed)	3%
5	For Fourth year (11 <sup>th</sup> year after lease deed)	4%
6	For Fifth year (12 <sup>th</sup> year after lease deed)	5%
7	For Sixth year (13 <sup>th</sup> year after lease deed)	6%

4.5. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed, as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant there to.

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- 4.6. The Lessee shall be required to complete the construction of Group Housing pocket on allotted plot as per schedule from the date of execution of lease deed as per the approved layout plan and get the occupancy certificate from the office of Building Cell of the Lessor, as per building rules and regulations prevailing at that time.

## 5. MORTGAGE

- 5.1. The mortgage permission shall be granted (where the plot is not cancelled, or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/ sub-lessee(s) should have valid time period for construction as per terms of the lease deed/ sub- lease deed or have obtained valid extension of time for construction and should have cleared up to date upto-date dues of the plot premium and lease rent.
- 5.2. The Lessee/ Sub-lessee(s) will submit the following documents:
- 5.2.1. Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
- 5.2.2. An affidavit on non-judicial stamp paper of Rs. 10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).
- 5.2.3. Clearance of up-to-date dues of the Lessor.

Provided that in the event of sale or foreclosure of the mortgaged/ charged property, the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

- 5.3. The Authority'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 bid or through execution of decree of insolvency/court.
- 5.4. Any change in the above shall be binding on the Lessee/sub lessee.

## 6. TRANSFER OF PLOTS

- 6.1. The allottee/ Lessee can transfer the whole plot and the buildings constructed thereon with the prior permission of NOIDA, after payment of transfer charges as per the prevailing policy of NOIDA. However, the Lessor reserves the right to reject any such transfer application without assigning any reason whatsoever.

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- 6.2. In addition to the transfer charges as per prevailing policy of NOIDA, the allottee/ Lessee shall also pay an amount of Rs. 1,000/- towards the processing fees.
- 6.3. All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the allottee/ lessee, as well as the sub-lessee/ transferees.
- 6.4. No transfer charges shall be applicable if built up space of Group Housing plot is transferred within two years from the date of issuing of the completion certificate by NOIDA. Thereafter, the transfer shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs. 1,000/- shall also be payable against the processing fee. The allottee/ Lessee will be permitted to transfer the built-up space on the fulfillment of the following conditions: -
- 6.4.1. The dues of NOIDA towards the cost of land and on time lease rent has been paid before executing of sub-lease deed of built-up premises.
- 6.4.2. The sub-lease of all flats will be permissible equivalent to premium paid after deduction of 10% of the premium.
- 6.4.3. The lease deed/ sub-lease deed as per rules has been executed.
- 6.4.4. The allottee/ Lessee/ sub lease has obtained temporary occupancy/ building completion certificate for the respective phase from the NOIDA.
- 6.4.5. The sub-lessee/ transferees undertake to put to use the premises for the original permissible use only and the premises being transferred shall be as per completion certificate and are not part of any common areas.
- 6.4.6. The Lessee, shall also execute a sub-lease between lessor, lessee and proposed sub-lessee. The Lessee / sub-lessee shall also ensure adherence to the building regulations and directions of the NOIDA. All the terms and conditions of the allotment and lease deed shall be applicable and binding on sub-lessee as well.
- 6.4.7. All terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee, Lessee and sub-lessee.

## 7. MISUSE, ADDITIONS, ALTERATIONS ETC.

- 7.1. The Lessee/ Sub-Lessee shall not use flats for any purpose other than for residential purposes.
- 7.2. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Authority.
- 7.3. The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring it to do so, correct such deviation as aforesaid.

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NOIDA







- 7.4. If the Lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying to the Lessor such amounts as may be fixed in that behalf.

## 8. LIABILITY TO PAY TAXES

- 8.1. The lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

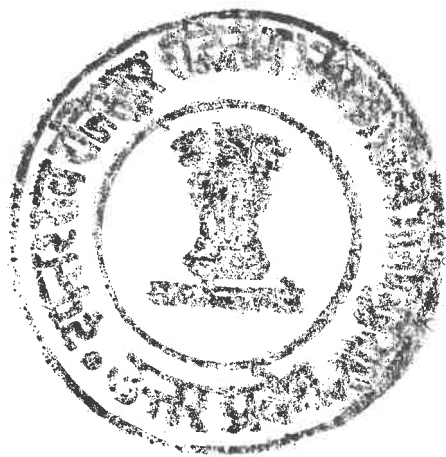
## 9. OVERRIDING POWER OVER DORMANT PROPERTIES

- 9.1. The lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on 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)/flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/Authority on the amount of such compensation shall be final and binding on the lessee/sub-lessee.

## 10. MAINTENANCE

- 10.1. The Lessee at its own expense will take permission for sewerage, electricity and water connections from the concerned departments.
- 10.2. That the Lessee shall have to plan a maintenance program whereby the entire demised premises and buildings shall be kept: -
- 10.2.1. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
- 10.2.2. And to make available the required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
- 10.3. That the Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Authority framed/ issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act, 1976 and rules made therein.
- 10.4. In case of non-compliance of terms and directions of Authority, the Authority shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
- 10.5. The Lessee/ sub lessee shall make such arrangements as are necessary for the maintenance of the building and common services constructed and if the





building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer, Noida will have power to get the maintenance done through the Authority and recover the amount so spent from the Lessee/ sub lessee. The Lessee/ sub lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 as amended from time to time shall be applicable on the Lessee/ sub lessee. No objection on the amount spent for maintenance of the building by the Lessor shall be entertained, decision of the Chief Executive Officer, Noida in this regard shall be final.

- 10.6. The residential units in the project shall be sold only after the project is registered under UP RERA. The rules/ regulation of the Real Estate (Regulation and Development) Act, 2016 as amended from time to time shall be applicable on the Lessee/ Sub-Lessee.

## 11. CANCELLATION OF LEASE DEED

- 11.1. In addition to the other specific clauses relating to cancellation, the Authority/Lessor, as the case may be, will be free to exercise its right of cancellation of lease/allotment in the case of:-

- 11.1.1. Allotment being obtained through misrepresentation/ suppression of material facts, misstatement and/or fraud.
- 11.1.2. Any violation of directions issued or rules and regulation framed by any authority or by any other statutory body.
- 11.1.3. Default on the part of the Lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of Lease Rent amount.
- 11.1.4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 30% of the total premium of the plot shall be forfeited and the possession of the plot will be resumed by the Authority with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be given in this regard. Deposited Lease Rent (yearly/ One-Time) will not be refunded.
- 11.1.5. If the allotment is cancelled on the ground mentioned in sub clause 11.1.1 above, then the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.
- 11.1.6. After forfeiture of the amount as stated above, possession of the plot will be resumed by NOIDA, along with the structure thereupon, if any, and the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessees will have no right to claim any compensation thereon.
- 11.1.7. In all cases of cancellation, a proper notice to the Lessee will be sent by the Lessor.

## 12. OTHER CLAUSES



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- 12.1. The Authority/ Lessor reserves the right to make such additions/ alternations or modifications in the terms and conditions of allotment/ lease deed from time to time, as may be considered just and expedient.
- 12.2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Authority shall be final and binding.
- 12.3. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% per annum compounded half yearly, if the delay in refund is more than one year from such date.
- 12.4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
- 12.5. Any dispute between the Authority and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Buddha Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
- 12.6. This Lease agreement/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
- 12.7. The Authority will monitor the implementation of the project. Lessee who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 12.8. The Lessee/ sub-lessee of the Lessee shall be liable to pay all taxes/ charges leviable from time to time NOIDA or any other authority duly empowered by them to levy the tax/charges.
- 12.9. Dwelling unit's flats shall be used for residential purpose only. Default, if any, renders the lease/sub-lease liable to cancellation and the Lessee/sub-lessee will not be paid any compensation thereof.
- 12.10. Other buildings earmarked for community facilities cannot be used for purposes other than community requirements.
- 12.11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- 12.12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled, and entire money deposited shall be forfeited.

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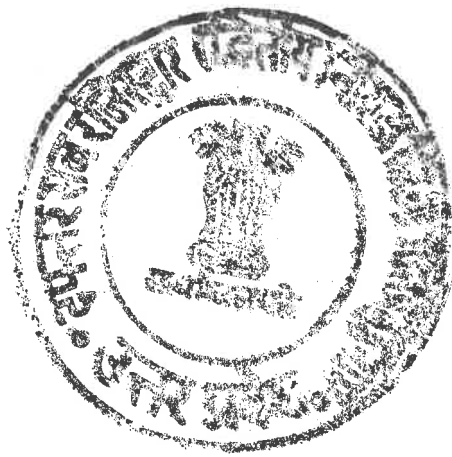


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12.13. The Authority in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.

12.14. The Lessee shall be bound to adhere to all the terms and conditions of the lease deed. In case of breach of all/ any terms and conditions of the allotment, lease hold rights of the demised premises are found or have been accrued by way of misrepresentation/ concealment/ fraud suppression of material facts or misstatements, cancellation/ determination of the lease may be exercised, and the entire money shall be forfeited and the possession of the demised premises may be resumed by the Lessor. In the event of the waiver/ restoration being allowed by the Lessor on account by any exceptional circumstances restoration charges will be recovered in lump sum as applicable at the time of restoration. In the event of determination of the lease deed the following consequences shall follow:-

- a. If at the time of re-entry, the demised premises are not occupied by way of any building construction by the Lessee thereon, the Lessor may re-allot the demised premises and refund the payment already made by the Lessee after deduction of 25% of the amount deposited.
- b. If at the time of re-entry, the demised premises are occupied by any building constructed by the Lessee thereon, the Lessee shall within a period of three months from the date of re-entry remove the same from the demised premises all erection or building fixture charges and things which at any time and during the said term shall have affixed or set up within or upon the said premises and leave the said premises in as good condition as it was on the date of demise. In default of the Lessee doing so all such building and fixtures shall become the property of the Lessor without the erections buildings fixtures and thing within a period herein before specified, the demised premises shall be re-allotted and the Lessor shall refund such amounts as may work out in accordance with the principle given in clause (a) above purchase the said erection building and fixtures upon payment to the premises, as may be mutually agreed upon. Any loss suffered by the Lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the Lessee or any person claiming through or under it shall be recoverable by the Lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the Lessee or any person claiming through or under it shall be recoverable by the Lessor from the Lessee.
- c. All notices, order and other documents required under terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act of 1976) and or any rules or regulations made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act 1973, as re-enacted and modification by the Uttar Pradesh President's Act (Re-enactment with modification Act U.P. Act 30 of 1974).







- d. All power exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the power exercisable by it under this lease provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer.
- e. The cost of stamp duty and registration charges and all other incidental expenses of this lease deed shall be borne by the Lessee.
- f. Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal rights of the Lessor.
- g. All terms and conditions of the brochure and its corrigendum's, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.
- h. In case the Authority is not able to give possession of the land in any circumstances, deposited money will be refunded to the Lessee with simple Bank interest.

**IN WITNESS WHEREOF** the Parties have set their hands on the day and in the year herein first above written.

For and on behalf of the **LESSOR**

For and on behalf of the **LESSEE**





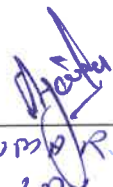



**Authorized Signatory**

**Authorized Signatory**

In presence of: CABHISHEET SAXAL  
Jr. Asst. Manager

**WITNESSES:-**

1.   
 Name: AJAY KUMAR S/O Mr.  
 Address: PREM. 2ND.  
RZ-111 GALI. no-14.  
TUGLAKABAD. EXTENSION  
AALI. SOUTH. DELHI'

2.   
 Name: SUNIL KUMAR BHARDWAJ  
 Address: S/O SH. UDAY RAM BHARDWAJ  
H. no. 178 GALI. no. 04.  
GAUPURI. GIB (V.P)

आवेदन सं०: 202300743039757

बही संख्या 1 जिल्द संख्या 13515 के पृष्ठ 101 से 130 तक क्रमांक 3492 पर दिनांक 26/06/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के० एन० सिंह

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

26/06/2023



07/12/2022



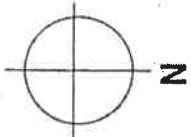
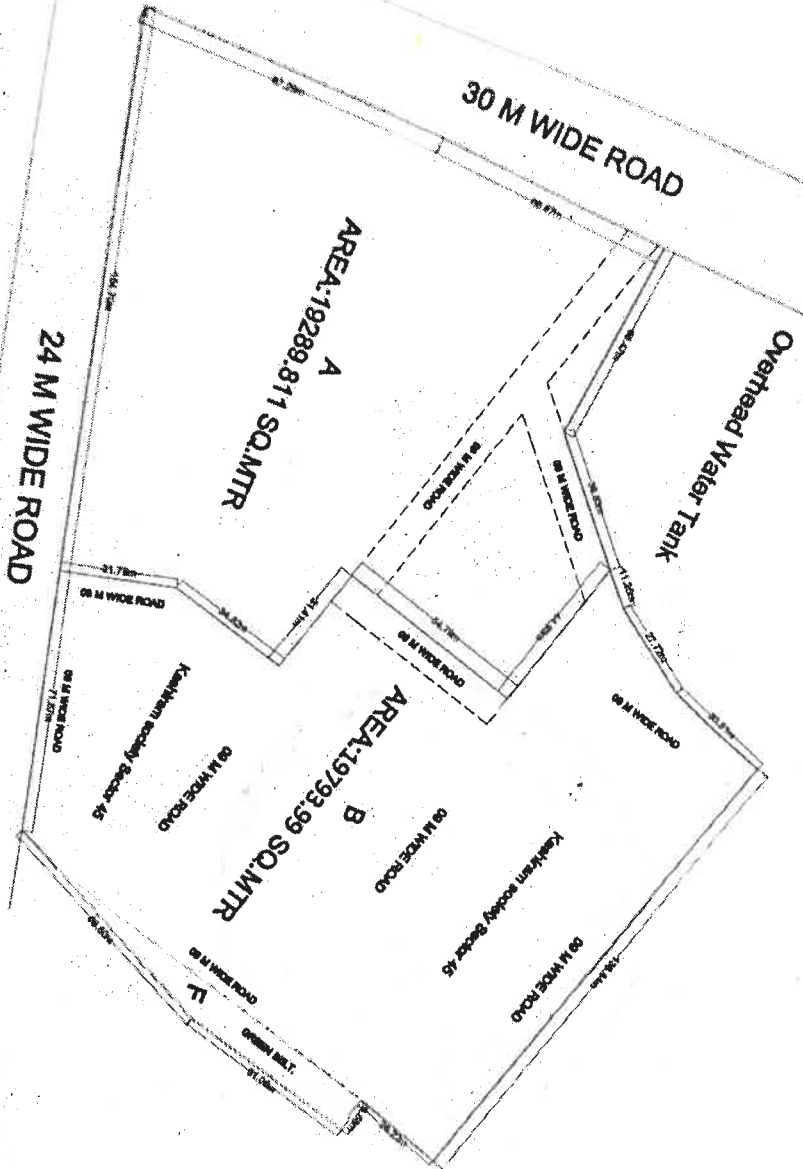
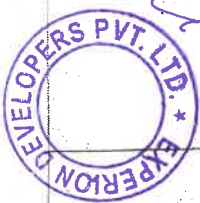
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07/12/2022

धो व-10 वीरगाव

07/12/2022

24/11/2022



INDEX

AREA STATEMENT

AREA STATEMENT	
AREA (SQ.MTR)	
PART - A	19289.811
PART - B	19793.99
<b>GRAND TOTAL</b>	<b>39083.774</b>

SECTOR-45

TOPOGRAPHICAL SURVEY (T.S.M)

SCALE - 1:500	DATE - 13.10.2022
SURVEYED BY :	SOMU KUMAR

**SKLAND SURVEYORS**  
 HOUSE No.117, GALI NO.2 BHOR COLONY  
 NEAR NAMA SWEETS OLD FARIDABAD  
 MO:-8861587934, 9823143967  
 Email:-SKLANDSURVEYOR@GMAIL.COM

