

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

LEASE OF LAND AND SALE OF SUPERSTRUCTURES OF RESIDENTIAL HOUSES

THIS INDENTURE MADE this 25th day of June in the year
one thousand nine hundred and ninety one between the New Okhla Industrial
Development Authority, a body corporate constituted under section 3 of the U.P. Industrial
Area Development Act. 1976 (U.P. Act No. 6 of 1976) first party (hereinafter called 'the
Authority' which expression shall, unless the context does not so admit, include its successors
and assigns) of the one part AND Shri/Smt. Kumari SAVITRI DEVI
aged 54 years Son of/wife of/daughter of श्री विप्री देवी
Sh. K. S. Misra R/o T/22/11, Noida (hereinafter called the 'Second Party' which
expression shall unless the context does not so admit, include his/her/heirs, executors,
administrators and permitted assigns) of the other part.

WHEREAS the Authority has agreed to demise and the Second Party has agreed to
take on lease the plot of land hereinafter described, on the terms and conditions hereinafter
appearing and to purchase the superstructures standing thereon constructed by the Authority.

NOW THIS DEED WITNESSETH AS FOLLOWS :

That in consideration of the price of superstructures amounting to Rs. 28,700/-
(Rupees Twenty Eight thousand Seven Hundred only)
plus premium of land amounting to Rs. 6,300/-
(Rupees Six thousand three hundred only) only)
totalling in all Rs. 35,000/-
(Rupees Thirty five thousand only) only)
which have already been paid by the Second Party to the authority, the receipt where-of the
Authority doth hereby acknowledges, and also in consideration of the rent for the land hereby
reserved and the covenants, provisos and Agreements here in contained and on the part of
the Second Party to be respectively paid, observed and performed, the Authority doth hereby
demise and lease to the Second Party all that plot of land numbered as 22 situated
in Block I at Sector No. XI in the New Okhla Industrial Development
Area, Tehsil Dadri, District Ghaziabad contained by admeasurement 63.00 sq.
metres, be the same a little more or less. and bounded.

on the North Road
on the South T-21/XI
on the East T-17/XI
on the West Road

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and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red in the map Annexure I.

TO HOLD the said plot of land (hereinafter referred to as 'the demised premises') with their appurtenances unto the second Party for the term 90 (Ninty) years from the date of 25.3.88 except and always reserving to the Authority.

(a) a right to lay water drains, sewers or electric wires under or above the demised premises, if deemed necessary, by the Authority for Authority for the development of the area.

(b) full rights to all mines, minerals, coal, washing gold, earth oils and quarries in or under the residential plots and full right and power at any time to do all acts and things which may be necessary and expedient for the purpose of searching for working and obtaining removing and enjoyings the same without providing or leaving any support vertical for the surface of the residential plot or for any building for the time being standing thereon provided always that the Authority shall make reasonable compensation to the lessee for all the damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation, the decision of the Chief Executive Officer shall be final and unquestionable.

(c) Yielding and paying therefor yearly in advance during the said term unto the Authority on the first day of April each year the annual lease rent of Plot of land The rent amounting to Rs. 7681/- Paise only (Rs. Seven Thousand Sixty Eighty Only) for the first period ending 19 having been paid already the receipt for which is hereby acknowledged.

Provided that if the rent for any particular year is not paid in advance by the lessee of the year for which it is payable. and interest at the rate of percent per annum shall be payable on the amount of rent in arrears of that year.

2. The Authority doth further hereby transfer absolutely the superstructures of the buildings standing on the demised premises to the second party to hold the same absolutely but subject to the conditions hereinafter mentioned.

3. AND the second Party doth hereby declare and covenant with the Authority in the following manner:

(1) That the Second Party will pay unto the Authority or its office or as otherwise directed the said yearly rent clear of all deductions on the day and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Authority shall be entitled to recover the same with interest as aforesaid and cost.

The ground lease rent would be payable at the revised rate of the plot which would be calculated on the basis of the prevailing allotment rate of land at the time of deposit of transfer charges. The lease rent would be payable @ 1.0% of the revised premium. The lease rent can be enhanced after every 12 years subject to the condition that the same shall not exceed 50% of the lease rent last fixed.

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- (2) That the Second Party will bear, pay and discharge, all rates, taxes charges and assessments of every description which may during the said term be assessed, charged or imposed upon either the landlord or the tenant or the occupier in respect of the demised premises or the buildings erected thereon.
- (3) That the Second Party will obey and submit to all regulations made and directions issued by the Authority 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 Second Party will keep the demised premises and the buildings at all times in a state of good and substantial repairs and in a sanitary condition to the satisfaction of the Authority.
- (5) That the Second Party shall not permit the demised premises and the superstructures standing thereon to be used for any purpose other than residential purpose.
- (6) That the Second Party shall have no right to transfer in any manner whatsoever, the demised premises and the superstructure standing thereon without the previous permission, in writing of the Authority but the Second Party may mortgage without possession the demised premises and the super structure standing thereon to his/her employer. In the event of such mortgage the Authority will have first charge in respect of any amount remaining unpaid in respect of the demised premises or the superstructure standing thereon. In the case of transfer in any manner except by operation of Law, the Second Party shall have to pay 25% of the difference between price plus premium of the demised premises and the super structures standing thereon as 'hereinbefore' indicated and the market value of the demised premises and the superstructures standing thereon. In respect of such market value the decision of the Authority shall be final and binding on the Second Party.
- (7) That the Second Party shall not assign, relinquish or mortgage any/portion less than the whole of the demised premises and the superstructures standing thereon nor cause any subdivision thereof by metes and bounds or otherwise.
- (8) That every transfer, assignment, relinquishment or mortgage of the whole of the demised premises or superstructures standing thereon or both shall be subject to, and the transferee or assignee shall be bound by all the covenants and conditions herein contained and be answerable to the Authority in all respects therefor.

Provided always that if the Second Party or his/her assignees, as the case may be, will assign, relinquish, mortgage or transfer the demised premises and superstructures standing thereon as a whole for the residue of the said term he/she will deliver at his/her own expenses to the Authority at its office a certified copy of the assignment, relinquishment, mortgage or

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transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other corresponding law on the subject for the time being in force.

(9) That the Second Party will permit the members/officers and sub-ordinates of the Authority or other persons employed by the Authority from time to time and at all reasonable times of the day during the said term after three days' **previous notice to enter into and upon** the demised premises and the superstructures standing thereon in order to inspect the same and carry on necessary works mentioned before and the Second Party will give notice of the provisions of this sub-clause to his/her tenants.

(10) That the Second Party will not erect or permit to be erected on any part of the demised premises any stables sheds or other structures of any description whatsoever for keeping horses, cattle or other animals except and in so far as may be allowed by the Authority in writing.

(11) That the Second Party will not exercise his/her option of determining the lease nor hold the Authority responsible to make good any damage if by fire, tempest, flood or violence of any army or of a mob or other irresistible force any material part of the demises be wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(12) That the Second Party may construct one upper storey in or over the demised premises in accordance with the plan marked Annexure II but subject as aforesaid the Second Party shall not make any alteration or addition in the existing superstructures except in accordance with such regulations made or directions issued by the Authority as may, for the time being, be in force.

AND it is hereby agreed and declared by and between the parties to these presents as follows :-

(a) Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the Authority (whose decision in this respect shall be final and binding) any breach by the Second Party any person claiming through or under him/her of any of the covenants or agreements hereinbefore contained and on his/her part to be observed and performed or if the Second Party or any person in whom the term hereby created shall be vested shall be adjudged insolvent, it will be lawful for the Authority, without prejudice to any other right of action of Authority to re-enter into the demised premises or any part thereof and determine this lease and thereupon the second party will, in case the whole of the price plus premium has been paid, be entitled to **remove the material of the superstructures standing upon the demised** premises within two months from the date of determination of the lease of within such further time as may be granted therefor by the Authority failing which the same shall absolutely vest in the Authority and the Second Party will have no right to claim any compensation in respect thereof. In case the whole of the said price and premium has not been paid, the said

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superstructures with all material thereof will on determination of the lease vest in the Authority and this deed alongwith transfer of the said superstructure/res will be void and the Second Party will have no right to the same whatsoever.

(b) If the Second Party is found to have obtained allotment of the demised premises by furnishing incorrect information in the application form, or by any misrepresentation or misstatement or fraud, the Authority shall without prejudice to any other right or remedy available to it under the Law for the time being in force, have the right to cancel such allotment and take over possession of the demised premises and in the event of such allotment being cancelled the entire amount deposited by the Second Party shall stand forfeited.

(c) The stamp duty, registraion charges and other legal expenses on this deed shall be borne by the Second Party.

(d) All notices, orders and other documents required under the term of this deed for under the Uttar Pradesh Industrial Area Development Act, 1956 (U.P. Act No. 6 of 1976) or any rules or regulations made or direction issued thereunder shall be deemed to be duly served if they are served in accordance with the provisions of section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh Presidents Act (Re-enactment with the modifications) Act, 1974 (U. P. Act No. 30 of 1974).

(e) All powers exercised by the Authority under this deed may be exercised by such officer who has been empowered by the Authority on this behalf from time to time.

The expression Chief Executive Officer shall include the Chief Executive Officer for time being or any other Officer who is entrusted by the Authority with the functions and powers of the Chief Executive Officer.

Any relaxation, concession or indulgence granted by the Authority to the Second Party shall not in any way prejudice the legal rights of the Authority.

(f) The lease period will be calculated from the date of possession. The lease rent/Ground rent will be deposited by the second party every year in Advance without waiting any challen (the challen may be collected from Account Department). In case of default in payment of lease/Ground rent the same will attract @ 17% p.a. interest. The lease/ Ground rent will be subject to increase as per terms of the scheme or as amended from time to time.

(g) If the Second Party does not abide the terms and conditions and building rules or any other rules framed by the Authority the lease may be cancelled by the Authority and the possession of the demised premises may be taken over by the Authority and the second party in such an event will not be entitled to claim any compensation in respect thereof.

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In WITNESS WHEREOF the parties hereto have set their hands on the day and in the year herein first above written.

In the presence of

For and on behalf of

New Okhla Industrial Development Authority

For and on behalf of the

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Second Party

1. Witness:

Signature.....

Name..... SATYAVIR SINGH

Address..... G-74 Sector-2)
NOIDA

2. Witness:

Signature.....

Name..... ANIL SRIVASTAVA

Address..... A-150/XX

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