गाजियाबाद विकास प्राधिकरण

विकास पथ, गाजियाबाद।

पत्रांक : 291 /12/भू0अ0अ0/2024 **दिनांक 24/08/2024**

सेवा में,

मै0 उप्पल चडढा हाईटैक डवलपर्स प्रा0लि0,
प्लॉट न0 –757, डासना काजीपुरा मोड़,
एन0एच0–24, गाजियाबाद।

विषयः– गाजियाबाद विकास प्राधिकरण द्वारा ग्राम नायफल की ग्राम समाज भूमि की लीजडीड के शेड्यूल में हेक्टेयर अंकित होने के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक आपके पत्र दिनांक–21.08.2024 का सन्दर्भ ग्रहण करने का कष्ट करें। उक्त पत्र में आपके द्वारा ग्राम नायफल की 5.1980 हे0 ग्राम समाज की भूमि की लीजडीड दिनांक 23.06.2010 को प्राधिकरण व आपके मध्य निष्पादित कराई गयी है। उक्त निष्पादित लीजडीड सूची में भूमि का क्षेत्रफल किस मानक में है। यह अंकित करने से त्रुटिबश छूट गया है। अपके द्वारा भूमि के मानक के सम्बन्ध में आख्या/सूचना चाही गयी है।

उपरोक्त के सम्बन्ध में अवगत कराना है कि ग्राम नायफल तहसील व जिला गाजियाबाद की 5.1980 हे0 ग्राम समाज की भूमि की बही संख्या–1 जिल्द संख्या–8353 पृष्ठ संख्या–275 से 296 पर क्रमांक 2921 पर दिनांक 23.06.2010 को आपके पक्ष में निष्पादित कराई गई लीजडीड की सूची में क्षेत्रफल का मानक हेक्टेयर में अंकित किया गया है।

कृपया उपरोक्त से अवगत होने का कष्ट करें।

(गुंजा सिंह)
विशेषकार्याधिकारी/प्रभारी भू–अर्जन

2024/Letar/137

भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

P 201231

LEASE DEED

This Deed of Lease is made on this 23 day of June 2010

Between

Ghaziabad Development Authority, Ghaziabad through its Vice Chairman (hereinafter referred to as the "Lessor" which expression shall, unless repugnant to the context, mean and include its administrators, successors and assigns) of the First Part.

And

M/s Uppal Chadha Hi-Tech Developers Pvt. Ltd., a Company incorporated under the Companies Act, 1956 having its Registered Office at 33, Community Centre, New Friends Colony, New Delhi, through its Director Shri Ginni Chadha (hereinafter referred to as the "Lessee" which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the Second Part.

नरेन्द्र कुमार चौधरी

Uppal Chadha Hi Tech Developers Pvt. Ltd. Authorised Signatory

क्रम सं0 409 स्टाम्प विक्रेता की विक्रय तिथि 11/06/10

स्टाम्प क्रय करने का प्रयोजन उप्पल चडढा हाईटैक डवलपर्स प्रा० लि०

स्टाम्प क्रेता का नाम व पूरा पता

स्टाम्प की धनराशि

प्रमोद कुमार स्टाम्प विक्रेता

ला0नं0 281, लाईसेन्स की अवधि 31-3-20

विक्रय का स्थान- 33, नवयुग मार्किट गाजियाबाद।

पट्टा विलेख (90 वर्ष)

प्रतिफल	मालियत	ओसत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
52,018,533.00	996.00	10,000.00	40	10,040.00	2,000	

श्री मै0 उप्पल चडढा हाईटैक डवलपर्स द्वारा गिन्नी चडढा

पुत्र श्री नरेन्द्र सिंह चडढा

पेशा व्यापार/अन्य/स्त्री

निवासी स्थायी 33 कम्युनिटी सैन्टर न्यू फ्रैन्डस कालोनी दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 23/6/2010 समय 4:18PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी

उप निबन्धक (प्रथम)

गाजियाबाद

23/6/2010

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू. प्लेखानुसार उक्त

पट्टा दाता

श्री संजीव गुप्ता सहायक अभियन्ता भूअर्जन

प्रतिनिधि नरेन्द्र कुमार चौधरी उपाध्यक्ष

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी

पट्टा गृहीता

श्री मै0 उप्पल चडढा हाईटैक डवलपर्स द्वारा गिन्नी चडढा

पुत्र श्री नरेन्द्र सिंह चडढा

पेशा व्यापार/अन्य/स्त्री

निवासी 33 कम्युनिटी सैन्टर न्यू फ्रैन्डस कालोनी दिल्ली

उपनिबन्धक सब रजिस्ट्रार प्रथम गाजियाबाद

उत्तर प्रदेश

भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

P 201232

WHEREAS the Government of Uttar Pradesh (hereinafter referred to as "The Government") vide Commissioner / Distt. Magistrate _____ Order No. 1621/एक–1/2009–5–1(25)/09–33 dated 15.09.2009 acquired / ceiling / resumed Gram Sabha land admeasuring 12.844 acres of Village Naiphal, Tehsil Ghaziabad, District Ghaziabad the details which are given in Schedule-I hereto (hereinafter referred to as "the Land") for the purpose of Hi-Tech Township in Ghaziabad District, Uttar Pradesh.

AND WHEREAS the lessor, at the request of the lessee vide Government Order No. 1621/एक–1/2009–5–1(25)/09–33 dated 15.09.2009 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs. 5,20,18,533/- (Rupees Five Crore Twenty lacs eighteen thousand five hundred thirty three Only) and the annual rent of Rs. 1000/- (Rupees One Thousand Only) reserved hereinafter subject to the rights, restrictions and several covenants hereinafter expressed.

NOW THEREFORE THIS LEASE DEED WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:

नरेन्द्र कुमार चौधरी

Upal Chadha Hi Tech Developers Pvt. Ltd.
Authorised Signatory

410

क्रम सं0 409 स्टाम्प विक्रय की तिथि 11/06/10

स्टाम्प क्रय करने का प्रयोजन .....

स्टाम्प क्रेता का नाम व पूरा पता .....

स्टाम्प की धनराशि .....10/-.....

प्रमोद कुमार स्टाम्प विक्रेता

लाइसेन्स सं0 281, लाइसेन्स की अवधि 31-3-20

विक्रय का स्थान- 33, नवयुग मार्किट गाजियाबाद

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री ओमदत्त तिवारी

पुत्र श्री बी पी तिवारी

पेशा व्यापार/अन्य/स्त्री

निवासी GDA gzb

व श्री राकेश गर्ग

पुत्र श्री रामभज

पेशा व्यापार/अन्य/स्त्री

निवासी ई-601 रोयल रेजीडेंसी सै-44 नोएडा गौ बु0 नगर

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

उ०नि० प्रथम

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी
उप निबन्धक (प्रथम)
गाजियाबाद
23/6/2010

उपनिबन्धक सब रजिस्ट्रार प्रथम गाजियाबाद
सत्यमेव जयते
उत्तर प्रदेश

1. The words and expression used but not defined herein shall have the meaning assigned to them in the Memorandum of Understanding executed between the Ghaziabad Development Authority and Uppal Chadha Hi-Tech Developers Pvt. Ltd. dated 30.11.2005 and A MoU dated 19.03.2009 (hereinafter referred to as "MoU").

2. The Lessor is the lawful owner of land admeasuring 12.844 acres, situated in Village Naiphal (the "LAND") and has valid right, title and interest therein and is competent to lease the same to the Lessee. Detailed description of the LAND and a plan thereof (delineated and marked in red) as shown in the Map is attached hereto as SCHEDULE-I.

3. In consideration of the payment of the premium amount of LAND Rs. 5,20,18,533/- and the lease rent of Rs. 1000/- hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-lease hereinafter contained, the Lessor doth hereby demise unto to the Lessee all that piece and parcel of the LAND, more particularly described in the SCHEDULE-I hereto for the development of Hi-Tech Township and associated facilities for as period of 90 years.

4. The Lessee shall have right to get the lease converted into freehold on payment of conversion charges as per prevailing laws in the State after the completion of the development works as specified in the Development Agreement.

5. During the term of the lease, the Lessee shall pay to the Lessor lease rent of Rs. 1000/- per hectare per year in advance (the "Rent Amount") commencing from the month of June 2010. The Lessee has paid to the Lessor for 5.198 Hectare of land falling in Naiphal Village of Tehsil Ghaziabad, Distt. Ghaziabad, (U.P.) as per SCHEDULE-I which includes 5.198 Hectare of the LAND, a premium amount of Rs. 5,20,18,533/- towards resumption / acquisition cost of the LAND through Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges.

नरेन्द्र कुमार चौधरी
उपाध्यक्ष

Uppal Chadha Hi Tech Developers Pvt. Ltd.
Authorised Signatory

पट्टा दाता

Registration No.: 2921 Year : 2,010 Book No. : 1

0101 संजीव गुप्ता सहायक अभियन्ता भूअर्जन प्रतिनिधि नरेन्द्र कुमार

GDA Gzb

नौकरी

Sl.No.	Pay Order No.	Date	Amount (Rs.)	Drawn on
1	039143	09/04/10	5,20,18,533/-	Axis Bank

6. The Lessee shall have right to develop and use the LAND to develop, construct, operate and maintain the Hi-Tech Township and associated facilities in accordance with the provisions of the MoU and for no other purpose whatsoever.

7. The Lessee shall have right to mortgage, pledge or hypothecate the LAND and the assets created thereon to the financial institutions and other lenders for financial assistance.

8. The Lessor covenants and warrants that:

(a) The Lessor has the full right and authority to execute this Deed and to grant the lease of LAND, and that the Lessee, upon payment of the rent and performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the LAND during the full term of this lease without any interruption, disturbance, claims or demands whatsoever by the Lessor or by any persons claiming for and on behalf of the Lessor as per the covenants and provisions of this Lease Deed. If it is found that the Lessee has used the LAND for the purpose other than that for which the LAND has been provided to the lessee, the lessor shall have right to terminate the lease and the land shall vest absolutely in the lessor and the lessor would not be liable to pay any compensation to the lessee.

(b) The Lessor shall grant, transfer, convey and assure, from time to time, all its reversionary rights, lease rights and interests in respect of such part of the LAND as may be required by the Lessee/ Sub-Lessees for the development of Hi-Tech Township and associated works.

Uppal Chadha Hi Tech Developers Pvt. Ltd.
Authorised Signatory

पट्टा गृहीता

Registration No. : 2921 Year : 2,010 Book No. : 1

0201 मै0 उप्पल चडढा हाईटैक डवलपर्स द्वारा गिन्नी चडढा

नरेन्द्र सिंह चडढा

33 कम्युनिटी सैन्टर न्यू फ्रैन्डस कालोनी दिल्ली

व्यापार/अन्य/स्त्री

उपसंयुक्त सब रजिस्ट्रार प्रथम गाजियाबाद

सत्यमेव जयते

उत्तर प्रदेश

(c) The Lessor hereby covenants that the Lessee shall enjoy quiet possession of the LAND without disturbance by it or its successors in interest or any person claiming title paramount thereto in any manner.

(d) The Lessor warrants that the LAND is free from Encumbrances. Encumbrances means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.

9. The Lessee covenants and warrants that:

(a) The Lessee shall follow all laws and bye-laws, rules, regulations and directions of Lessor and the local municipal or other authority now existing or hereinafter to exist.

(b) The Lessee shall bear entire legal expenses of execution of this Lease Deed including registrations charges.

(c) The Lessee will permit the members, officers and subordinates of the Lessor and workmen and other persons employed by the Lessor at all reasonable time of the day with prior notice to enter into and upon the LAND in order to inspect the LAND and carry on necessary works.

(d) The Lessee shall pay to the Lessor any dues towards resumption cost of the LAND remaining outstanding and payable as settled by Lessor without in any way affecting Lessee's legal rights of the LAND.

10. Notwithstanding anything contained in this lease deed or the MoU, the Government shall have full rights and title over all the mines and minerals, coal, gold washing, earth oils quarries in and under the LAND or any part thereof which have vested in the Government under section-6 (a) (ii) of Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950 and such Government shall have right to do all acts and things which may be

नरेन्द्र कुमार चौधरी
उपनिबन्धक

Uppal Chadha Hi Tech Developers Pvt. Ltd.
Authorised Signatory

दफ्तर सब रजिस्ट्रार प्रथम

सत्यमेव जयते

उत्तर प्रदेश

reasonably necessary or expedient for the purpose of searching, removing or enjoying the same, without affecting the lessee's right in peaceful possession of the Land.

11. That the Lessor in consultation with the Lessee may make such amendments, additions and alterations or modifications in these terms and conditions as may be mutually agreed between Lessor and the Lessee with the prior approval of Housing and Urban Planning Department, Government of U.P.

12. If due to any FORCE MAJEURE or circumstances beyond Lessor's control, the Lessor is unable to deliver clear possession of LAND, entire money and other deposits made by the Lessee to the Lessor in regard to the subject land shall be refunded by the Lessor to Lessee.

13. That the Lessee shall keep the Lessor indemnified against any claims for damages which may be caused to any property belonging to the Lessor / others in consequences of the execution of the works and also against claims for damages arising from the actions of the Lessee or his workmen or representative which:

    i. Injures or destroys any building or part thereof or other structure contiguous or adjacent to the LAND.
    ii. Keeps the foundations, tunnels or other pits on the LAND open or exposed to weather causing any injury to any person or to contiguous or adjacent building; and
    iii. Digs any pit near the foundations of any building thereby causing any injury or damages to such building or occupier thereof.

14. That the damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the Lessee.

15. Any relaxation or indulgence granted by the Lessor to the Lessee under this Lease Deed shall not in any way prejudice the legal rights of the Lessor.

Uppal Chadha Hi Tech Developers Pvt. Ltd.
Authorised Signatory

उपसंहार सब रजिस्ट्रार प्रथम [illegible]

सत्यमेव जयते

* उत्तर प्रदेश *

16. In the event of any dispute with regard to terms and conditions of the Lease Deed, the matter will be resolved amicably in terms of the provisions of the MoU.

17. That the power exercisable by the Lessor under and in accordance with the terms of Lease Deed may be exercised by such other officer as the Lessor may authorize in this behalf. A copy of such authorization shall be handed over by the Lessor to the Lessee immediately upon such authorization.

18. The lease hold rights can be terminated by the Lessor only within provisions of law and Lessor can enter upon the LAND on ground of breach of any terms and conditions of the Lease Deed only after giving appropriate prior notice to the Lessee.

19. In the event of any conflict between terms and conditions stipulated in the MoU and this Lease Deed, those stipulated in the MoU shall prevail.

20. The LAND shall be for the purpose specified in the MoU only and the Lessee shall not be entitled to use the said land for any other purpose not intended under the MoU nor shall it be used for any purpose contrary to the purposes contained in the MoU.

21. The Lessor and the Lessee hereby agree that all notices hereunder to any Party hereto shall be delivered personally or sent by registered mail with acknowledgement due or facsimile to such Party at the address set forth below or such other address as any hereafter be designated in writing by such Party to the other Party. Notices delivered personally shall be deemed to have been received on the date of receipt; notices sent by registered mail shall be deemed to have been received on the tenth day following mailing; and notices sent by facsimile shall be deemed to have been received one (1) Business Day after transmission provided (i) receipt is verbally confirmed and (ii) an original copy is mailed promptly within five (5) Business Days thereafter:

नरेन्द्र कुमार चौधरी

Uppal Chadha Hi Tech Developers Pvt. Ltd.
Authorised Signatory

दफ्तर सब रजिस्ट्रार प्रथम गाजियाबाद
सत्यमेव जयते
* उत्तर प्रदेश *

(a) Notices to the Lessor, to; The Vice Chairman,
Ghaziabad Development Authority,
Ghaziabad, (U.P.)

(b) Notices to the Lessee, to; Shri Ginni Chadha, Director
Uppal Chadha Hi-Tech Developers Pvt. Ltd., 33, Community Centre,
New Friends Colony, New Delhi.

All notices, orders and other documents required under the terms of the Lease or under (U.P. Act No.6 of 1976) or any rules or regulations made there under shall be deemed to be duly served as provided under section 43 of the U.P. Urban Planning and Development Act, 1973 as re-enacted and modified by the U.P. President's Act (re-enactment with modification) Act, 74 (U.P. Act. No.30 of 1974).

22. This Lease Deed shall be subject to the jurisdiction of District Court at Ghaziabad or the High Court of Judicature at Allahabad.

23. All arrears payable to Lessor shall be recoverable as arrear of land revenue without prejudice to its other rights under any other law for the time being in force, subject however to the terms of this Lease Deed.

24. That the lessee shall not make or attempt to make any alterations whatsoever, in the provisions of its Memorandum and Articles of Association without the prior written consent of the lessor.

The expression "the lessor" and "the lessee" hereinafter used shall in the case of former includes his successors in office and in the case of the latter its successors and assignees.

नरेन्द्र कुमार चौधरी
उपायुक्त

Uppal Chadha Hi Tech Developers Pvt. Ltd.
Authorised Signatory

दफ्तर सब रजिस्ट्रार प्रथम गाजियाबाद

सत्यमेव जयते

* उत्तर प्रदेश *

SCHEDULE
DETAILS OF THE LAND

Name of Village	Gata No.	Areas (In Acres)
Village.....		
Pargana	Schedule-1	
Tehsil		
District		

IN WITNESS WHEREOF THE Lessor and the Lessee have entered these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing.

For and on behalf of the lessee

For and on behalf of the lessor

Witness: 1.....
(RAKESH GARG) S/o Sh. Ram Bhai
E-601, Royal Residency,
Sec-44, Noida

2.....
(ASHWANI MITTAL)

Witness: 1.....
Om Dutt Tiwari, S/o Sh. B.P. Tiwari
Amin, GDA.

2.....

(Name and Address)

(Name and Address)

Uppal Chadha Hi Tech Developers Pvt. Ltd.
Authorised Signatory

आज दिनांक **23/06/2010** को

बही सं. **1** जिल्द सं. **8353**

पृष्ठ सं. **275** से **296** पर कमांक **2921**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी

उप निबन्धक (प्रथम)

गाजियाबाद

23/6/2010

उपनिबन्धक सब रजिस्ट्रार प्रथम

SCHEDULE

District	Pargana	Village	Khasra No.	Area
Ghaziabad	Dasna	Naiphal	3 मि	0.061
"	"	"	7	0.084
"	"	"	34	0.107
"	"	"	45	0.023
"	"	"	46	0.011
"	"	"	52	0.062
"	"	"	53	0.120
"	"	"	55	0.253
"	"	"	57	0.035
"	"	"	60	0.034
"	"	"	71	0.060
"	"	"	72	0.029
"	"	"	74	0.090
"	"	"	95	0.013
"	"	"	97	0.036
"	"	"	103	0.055
"	"	"	116	0.089
"	"	"	142	0.076
"	"	"	146	0.240
"	"	"	155 मि	0.068
"	"	"	156 मि	0.090
"	"	"	165	0.015
"	"	"	207 मि	0.539
"	"	"	243 मि	0.035
"	"	"	257 मि	0.014
"	"	"	264	0.017
"	"	"	271	0.276
"	"	"	272	0.110
"	"	"	279	0.003
"	"	"	280	0.008
"	"	"	285	0.045
"	"	"	286	0.025
"	"	"	301	0.094
"	"	"	302	0.061
"	"	"	309	0.023
"	"	"	311	0.443
"	"	"	318	0.055
"	"	"	323	0.004
"	"	"	324	0.060
"	"	"	325	0.040
"	"	"	329	0.010
"	"	"	330	0.021
"	"	"	335	0.029
"	"	"	343	0.058

नरेन्द्र प्रसाद चौधरी
उपनिबन्धक

दफ्तर सब रजिस्ट्रार प्रथम

सत्यमेव जयते

* उत्तर प्रदेश *

"	"	"	344	0.106
"	"	"	348	0.011
"	"	"	353	0.107
"	"	"	354	0.071
"	"	"	360	0.121
"	"	"	366	0.040
"	"	"	371	0.050
"	"	"	374	0.099
"	"	"	379	0.037
"	"	"	385	0.335
"	"	"	386	0.006
"	"	"	388	0.009
"	"	"	389	0.008
"	"	"	395	0.040
"	"	"	397	0.090
"	"	"	398	0.048
"	"	"	400	0.038
"	"	"	401	0.016
"	"	"	411	0.093
"	"	"	412	0.052
"	"	"	417	0.020
"	"	"	423	0.087
"	"	"	424	0.053
"	"	"	427	0.010
"	"	"	428	0.006
"	"	"	432	0.024
"	"	"	Total	5.198

नरेन्द्र [illegible] चौधरी

दफ्तर सब रजिस्ट्रार प्रथम

सत्यमेव जयते