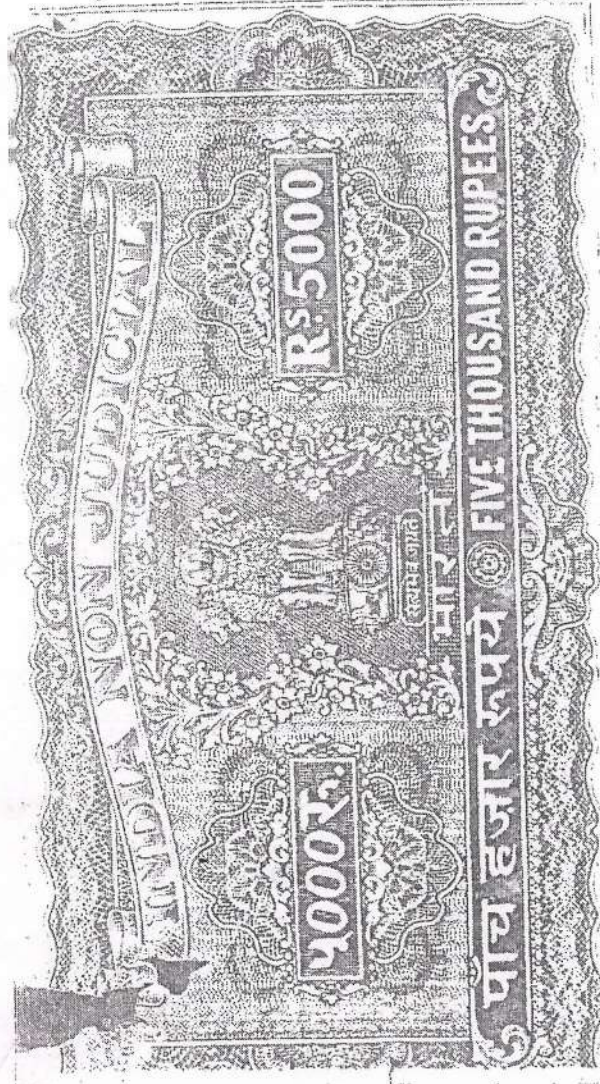




लीज-डीड

यह Rs 5000/- पाँच हजार रुपये का जनरल स्टाम्प मैनेजिंग डाइरेक्टर,
प्रोडक्शंस ऑफिस, काश्मीर हाउस, नई दिल्ली-110011 के पक्ष में रखा पुरम

आवासीय योजना से 'आर्वाट आवासीय भूमि क्षेत्र 18-05 स्कड' के
निबन्धन हेतु मेरठ विकास प्राधिकरण द्वारा निष्पादित पट्टे के वल्लेउ के
तय सलान है।

पट्टेदार

पट्टादाता

[illegible]

23-25-66-20

5512/67
2/29

REPLY

6/2-10/29

STANDARD
OF 17

2000

5512/1672

100.14 / 3.23 = 31.00278359133127

94761 - cm 17 1/2 ~~to 20~~

1112-18 LGN 5

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27 FEB 1993
K. J. K.

LEASE DEED

This lease deed made on 22 day of MAY

in the year one thousand nine hundred ninety three between Meerut Development Authority, a body corporate constituted under Section 3 of U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereafter called the lessor which expression shall unless the context does not so admit include its successors and assigns of the one part and Army Welfare Housing Organisation, a registered society registered under the Societies Act, 1869 having its registered office at Kashidri House, New Delhi, hereinafter called 'the lessee', which expression administrators and permitted assigns of other part.

Whereas the plot hereinafter described forms part of the land acquired under the Land Acquisition Act, 1884 and development Industrial Township.

AND WHEREAS the lessor has agreed to demise and lessee has agreed to take the land on lease on the terms and conditions hereinafter appearing for the purpose of constructing residential buildings for its members according to layout plan set back and building plan approved by the lessor.

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1. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

That in consideration of the final premium including escalation amounting to Rs.1,44,34,230.76 together with interest for the due allotment already paid and agreed to be paid by the lessee at the time and in the manner hereinafter reserved and of the convenient provision and agreement hereinafter contained and on the part of the lessee, to be respectively observed and performed, the lessor, hereby demise to the lessee all that plot of land (only the residential portion) in Rakshapuram within the Meerut Development Authority, District : Meerut, containing by measurement 18.05 acres by the same a little more or less and bound as below :-

On the North East by 24.39 M wide road.

On the North West by 12.00 M wide road.

On the South East by 12.00 M wide road.

On the South West by 12.00 M wide road.

On the North East by 24.39 M wide road.

2. And the plot is more clearly delineated and shown in the attached plan therein marked red, to hold the said plot (hereinafter referred to as demised premises) upto the lease for the period of 99 years commencing from 14.12.1989. The total area of land is 18.05 acres

Coptd....3

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Handwritten signature/initials.

in which the A.W.H.O. has paid only 60% area, i.e. 10.83 acres. The balance area is for drains, roads, park, community facilities, etc. and will not exceed 25.0% of the total area planned. For community facilities, this will be made available to the lessee for primary school, Nursery School, Club, Dispensary and community centres any additional premises/rest of such area will be allotted by M.D.A. to A.W.H.O. or any other Organisation, providing such facilities on the rates and terms and conditions as decided by C.E.O. or any other Officer duly authorised by her/him sign that behalf.

3 A. The lessee will not allot flat/house to any of his member who become member after 1st Jan. '1981 on residential plot/house within the area of M.D.A. or Municipal Corporation of Meerut. The spouse and dependent children will constitute one family unit for the purpose of allotment of residential plot/house in Meerut/Meerut Cantt.

3 B. That the lessee shall in no case assign relinquish (except in favour of the lessor), let, transfer or part with possession of the demised premises except by way of

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sub lease as provided into the individual registered members of the lessee whose list will be provided to the lessor within three months of such transfer. Any subsequent transfer will be made by the members with prior concurrence to the A.W.H.O./Coop. Society and M.D.A. and will be subject to condition of payment of transfer charges as levied from time to time but subject to a maximum of 25.0% of the unearned increase in the value of the land.

3 C. This lease deed will form part of sub lease executed between A.W.H.O. and Coop. Society or to individual members. All conditions therein shall be binding on the sub lessee also.

4. That the quantum of lease rent for the said land for the entire period of 90 years is Rs.14,43,423.00 (Rs.Fourteen lacs forty three thousand four hundred twenty three only). The lessee has paid lease rent which will be treated as prepaid for ninety years, the entire period of lease and no lease rent will be payable by the lessee to the lessor hereinafter for the entire period of lease viz ninety years.

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5. The lessee shall construct the building (group housing pockets) on the demised premises in accordance with the plans 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 accordance with building regulations or directions or to exist in future. The lessee shall be required to commence construction of flats/houses within one year from the date of possession letter and complete the same within a period of 7 years extendable to 10 years from the date of possession failing to which the lessee shall be revoked and 10.0% of the amount deposited shall be forfeited and possession of the plot and structure thereon unless removed by the lessor within time specified by the lessee may be taken over by the lessor and lessee will not be entitled to any compensation.

6. The lessee hereby agrees to pay and discharge all rates, taxes, charges and cession leviable by any state Govt. or Central Government or local authority existing or to exist or future except that as may be payable by the lessor under any for the time being in force.

7. That the lessee will obey and submit to all

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directions issued or regulations made by the lessor now existing or hereinafter 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.

8. The entire internal development shall be done by

A.W.H.O./Lessee.

9. That the lessee will keep the demised premises and the building at all times in a state of good and substantial repairs in sanitary condition to the satisfaction of the lessor.

10. That the lessee will not make or permit to make, any alteration in or additions to the said buildings or other erections for the time being or 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 terms of such permission and the plan, if any, approved by the lessor or any officer authorised by the lessor or in that behalf and in case of any deviation from such terms or plan, will immediately upon receipt

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of notice from the such deviation to be corrected at the expenses of the lessee which expenses the lessee hereby agreed to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

11. That the lessee shall use demised premises only for the purpose of construction of a building for housing its members and for no other purpose.

12. That the lessee shall not assign, transfer, relinquish (except in favour of lessor) subject or otherwise part with possession of the demised premises or any part thereof or the House constructed there on or any part thereof, except to cooperative society of its members or individual members, without the previous permission in writing of the Vice Chairman, Meerut Development Authority, Meerut, which he shall be entitled to refuse in his absolute discretion. provided that the lessee may be permitted by the lessor to create a mortgage for purpose of securing loan from State, Central Government/Life Insurance Corporation, Scheduled Bank/Housing Board/H.U.D.CO. and similar statutory bodies and in that case the right of mortgage shall be as may

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be provided in the deed of mortgage, secure to such institution subject to M.D.A. retaining first charges for recovery of ground rent and other dues, taxes and charges.

13. That the lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of description, whatsoever, for keeping horses, cattle, dogs, poultry or other animals, except and so far as may be allowed by the lessor in writing.

14. That the lessee shall be liable for damage caused by fire, tempest, flood or violence of Army or of a mob or other irresistible force any material part of the demised premises is wholly or partly destroyed or rendered substantially ~~permanently~~ unfit for building purposes. The lessee shall also be liable for damages during his enjoyments of rights over the leased property.

15. Notwithstanding any thing hereinafter 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

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or under him if any of the covenants or conditions hereinbefore contained and on its part to be observed and performed and in particular and without prejudice to the generality of this sub-clause, if the lessee, transfer, relinquish, mortgage or assign the whole of the demised premises. If the lessee or the person whom the term hereby created by adjudge insolvent, it shall be lawful of the lessor without prejudice to any of his right of action of the lessor. In respect of any breach of agreement to re-enter the demised premises or any part thereof in the name of the whole and determine this seems and thereupon if :-

(a) At the time of re-entry the demised premises shall not have been occupied by any building construction by the lessee thereon, the lessor may re-allot the demised premises and will refund the payments already made with interest after deducting arrears of lease rent if any and full interest on all instalment in default at 17% percent of the total premium payable (whether already paid or not) for the period upto the date of determination of this demised or surrender by the lessee (as the case may be) subject to a minimum deduction to be decided by the authority.

(b) At the time of re-entry the demised premises shall

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not have been occupied any building constructed by the lessee thereon the lessee shall within a period of three months from the date of re-entry, removed from the demised premises all erections of buildings, fixtures and things which at any time and during the said terms shall be affixed or set-up within or upon the said premises and lease the said premises in as good a condition as it was on the date of demise, in default where of the same shall become the property of the lessor without payment of any compensation to the lessee for the land and the buildings, fixtures and things thereon, but upon the lessee removing the erections buildings, fixtures and things within the period hereinbefore specified the demised premises shall be reallocated and the lessee may be paid such amount as may work out in accordance with the principle given in sub-clause (a) above provided that the lessor may at its option agree to purchase the said erection, building and fixtures upon payment to the lessee price therefore and for his interest in the premises as may be mutually agreed upon.

- (c) If Lessee is found to have obtained the allotment and the lessee of the demised premises by any misrepresentation and mis-statement or fraud the lease may be

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cancelled and the possession of 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.

(d) If the lessee does not abide the terms and conditions and building regulations or any other rules framed by the authority the lease may be cancelled by the lessor and possession of the demised 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.

16. 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 persons claiming through or and or under him shall be recoverable by the lessor.

17. . Thall all notices, orders, directions, consents or approvals to be given under this lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) or any rules or regulations made thereunder shall be in writing and shall be signed by such officer, as may be authorised by the Vice Chairman, M.D.A., Meerut and shall be considered as

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duly served upon the lessee or any person claiming any right to the said land, if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land or shall have been delivered at or sent by post to the said lessee, officer or place of their business or usual or last known address or place of business of the lessee or any authorised person therein.

18. All power exercised 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 other officers to exercise all or any of the power exercisable by it under this lease :-

(a) provided that the expression, Chief Executive Officer shall include the Chief Executive Officer, for the time being or any other officer, who is entrusted by the lessor with the junctions similar to those of Chief Executive Officer.

(b) The stamp duty and registration charges on this lease deed shall be borne by the lessee.

(c) Any relaxation, concession or indulgence granted by the Lessor to the lessee shall not in any way preju-

dice the same rights of the lessor

(d) In the event of any dispute arising with regards to the terms and conditions of this lease deed the same shall be subject to the jurisdiction of District Court of Meerut or the High Court of Judicature at Allahabad.

19. That Lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing, earth oils and quarries in or under the residential plot, and full right and power at all times to do all acts and things, which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leave 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 damage directly occasioned by the exercise of the rights hereby reserved or any of them.

20. That the conditions for giving the possession of land allotted to A.W.H.O. in Rakshapuram :-

(a) Army Welfare Housing Organisation will get the lease deed executed with M.D.A. (Meerut Development Authority) within one year from the date of taking over possession of land in question.

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(b) The lease deed will be executed subsequent to the exemption granted to Army Welfare Housing Organisation from payment of stamp duty in connection with which the matter has already been taken up with Govt. of Uttar Pradesh. As per letter No. B/03003/10/AWHO dated 7.8.89. In case of A.W.H.O. fails to obtain the exemption of stamp duty from the Govt. of U.P., the organisation will have to bear all charges of preparation, execution & registration of lease deed.

(c) Army Welfare Housing Organisation will carry out constructions only after getting the maps and plans sanctioned by the Development Authority, Meerut, according to the M.D.A. buildings bye laws.

(d) In case of A.W.H.O. uses more than 60% saleable area of the total land allotted, the organisation will have to pay to the authority the additional amount proportionately.

(e) Army Welfare Housing Organisation will not transfer by way of lease deed or any other means to any other person till the lease deed is executed between the Meerut Development Authority, Meerut and Army Welfare Housing Organisation.

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(f) The external services, such as water supply, area drainage, electric supply and sewerage disposal will be provided by the Lessor along the main approach road to said land.

21. That the expression "lessor" and the "lessee" hereinbefore used shall where the contents so admits include, in the case of the Lessor his successors and assigns, and in the case of the Lessee executors, administrators or legal authorised person or persons in whom the lease-hold interest hereby created shall be the time being be vested by assignment or otherwise.

22. That this lease deed is granted under the Govt.'s Act, 1895 (Act XV of 1895).

IN WITNESS WHEREOF MRS. NISHA SOBEL (JS) Ind.
for and on behalf of and by the order and direction of
the Lessor has hereunto set his hand and Shri COL
KIRPAL SINGH (Project Manager) the authorised person
AWHO Meerut
of the Lessee has hereunto set his/her hand the day and
year first above written.

THE SCHEDULE ABOVE REFERRED TO:

All the land, being No. per sub-plan for AWO
in the layout plan of MDA for AWO dated

01.03.1984.

Contd.....16

sanctioned by the Meerut Development Authority, Meerut
by its Board by Resolution No. 03 dt 07
day of Oct One thousand Nine Hundred and eighty e
and measuring 18.05 acres of thereabouts bounded as

follows :-

North	<u>12.00 M wide road</u>
East	<u>24.39 M wide road</u>
West	<u>site for bulk sale</u>
South	<u>irrigation work shop</u>

and shown in the annexed plan and marked with the
boundaries in red.

Signed by Shri Smt Nisha Soel
for and on behalf of Lessor in the
presence of :-

1. Shri Rajat Singh

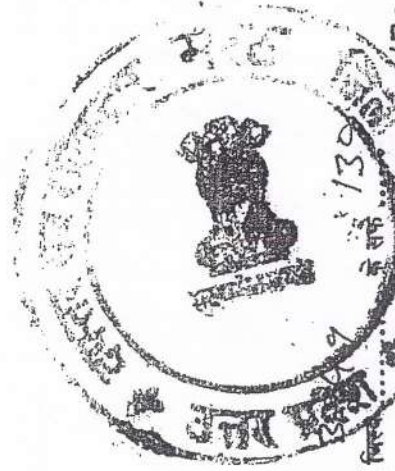
Signed by Shri Kirpal
COL - KIRPAL SINGH Project
Manager AWHO Meerut
(lessee)

In the presence of :-

1. Saljinder
Advocate MB7
2. Vikram Singh Shri Dharam Singh
Project Manager AWHO Meerut
Raksha Pruthi - Meerut.

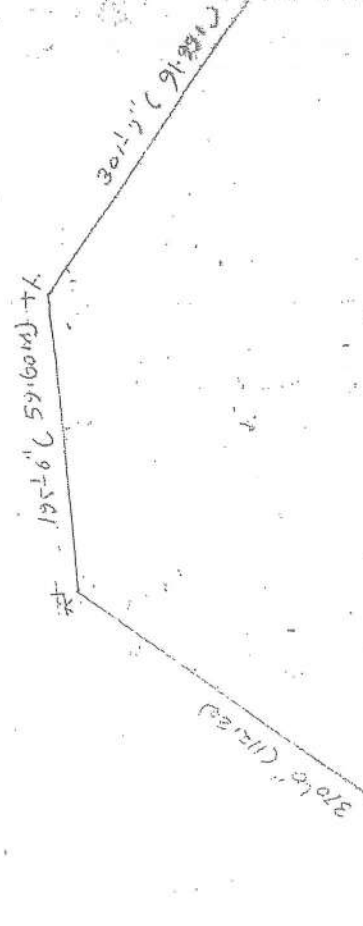
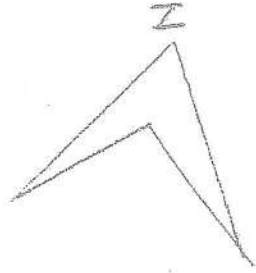
Nisha Soel

Kirpal



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पर बाब बिलॉफि को राजदूती की बही, प्र० न० 24
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SITE PLAN OF A.W.H.O. IN
ON MAUANA ROAD ME. BRUT
SCALE 1:1000 METRIC



IRRIGATION WORK SHOP
336.10' (102.42M)

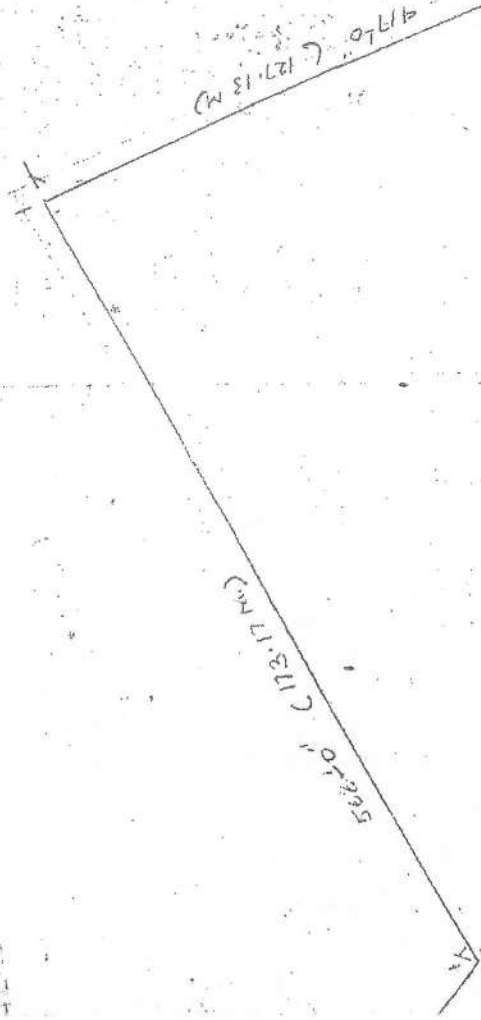
ROAD 609710 METER

TO MAUANA

24.39 M. W I D E

18.12

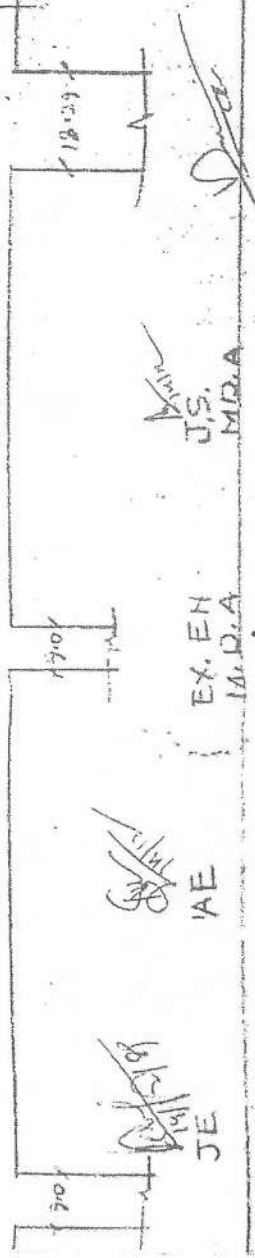
AKSHA PURAM SCHEME AREA 18.05 ACRES



E FOR A.W.H.O
18.05 ACRES

23500M

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EX. EN.
M.D.A.

J.S.
M.D.A.

A.W.H.O