

**Court No. - 39**

**Case :- WRIT - C No. - 11585 of 2018**

**Petitioner :- Euphoria Sports City Private Limited And 5 Ors**

**Respondent :- State Of U.P. And 3 Ors**

**Counsel for Petitioner :- Dharmendra Kumar Pandey**

**Counsel for Respondent :- C.S.C., Anjali Upadhyaya**

**Hon'ble Dilip Gupta, J.**

**Hon'ble Jayant Banerji, J.**

The grievance that has been raised in this petition is that despite the order dated 24 May 2017 passed by a Division Bench of this Court in **Writ-C No. 23240 of 2017**, that the Chief Executive Officer, Greater New Okhla Industrial Development Authority (hereinafter referred to as the 'Greater Noida') should take a decision on the representation filed by the petitioner by a reasoned and speaking order in two months in accordance with law and the policy formulated in the Office Order dated 28 March 2016, the Chief Executive Officer has not decided the representation till date.

It transpires from the records that a lease deed was executed in favour of the petitioner in 2015 in regard to Plot No.SC-1, Sports City Tech. Zone-IV, Greater Noida measuring 5,26,540 sq. mtrs. However, farmers had resorted to agitation on the Project Site and the work was forcefully stopped. It is stated that Noida had framed a 'Zero Period' Policy dated 28 March 2016 and to claim the benefit, the petitioners had earlier filed Writ Petition No.23240 of 2017 which, as noticed above, was disposed of on 24 May 2017.

The contention of learned counsel for the petitioner is that the petitioners could not and even now cannot carry out the development work at the site because of the agitation of the farmers and the filing of certain writ petitions relating to a portion of land that was leased out to the petitioners.

Learned Standing Counsel appears for respondent nos.1 and 4, Sri B.B. Jauhari appears for respondent nos. 2 and 3.

Sri B.B. Jauhari, learned counsel appearing for Noida states that the representation filed by the petitioners shall be decided expeditiously.

Taking into consideration the submissions advanced by learned counsel for the parties and the fact that even earlier a direction had been issued by a Division Bench of this Court to decide the

representation, we consider it appropriate to direct that the representation filed by the petitioners before the Chief Executive Officer of Greater Noida for granting benefit of the Office Order dated 28 March 2016 should be decided at the earliest.

This petition is, accordingly, disposed of with a direction to the Chief Executive Officer of Greater Noida to take a decision on the representation filed by the petitioners by a reasoned and speaking order in the light of the Office Order dated 28 March 2016 within a period of three weeks from today. Till a decision is taken by the Chief Executive Officer, no coercive steps shall be taken against the petitioners.

**Order Date :- 30.3.2018**

sfa/

(Dilip Gupta, J)

(Jayant Banerji, J)

Court No. - 3

Case :- WRIT - C No. - 23240 of 2017

Petitioner :- M/S Euphoria Sports City Private Limited & 5 Others

Respondent :- State Of U.P. & 3 Others

Counsel for Petitioner :- Dharmendra Kumar Pandey

Counsel for Respondent :- C.S.C., Anjali Upadhyaya

Hon'ble Krishna Murari, J.

Hon'ble Ravindra Nath Kakkar, J.

Heard Sri M.C. Chaturvedi, learned Senior Advocate assisted by Sri Dharmendra Kumar Pandey for the petitioner and Sri B.B. Jauhari, learned counsel appearing for respondents no. 2 & 3.

Petitioner, which is a Private Limited Company incorporated under the provisions of the Indian Companies Act, 1956 engaged in the real estate activities, has approached this Court seeking the following reliefs.

"i. To issue a writ order or direction in the nature of mandamus directing the respondents not to realize the lease premium as well as lease rent from the petitioner between the period from 30.3.2011 to till date on account of the farmers agitation and their possession over their acquired land given to the petitioners.

ii. To issue a writ order or direction in the nature of mandamus directing the respondents to declare a zero period for the payment of any money to the respondents from the date of allotment i.e. 30.03.2011 to till date.

iii. To issue a writ, order or direction in the nature of mandamus directing the respondents to adjust due interest amount of the said period i.e. 30.03.2011 to till date and also the amount which has been earlier paid by the petitioner to respondent no. 2 between the said period against the coming payable instalments."

Learned counsel for the petitioner contends that despite having paid lease money and other charges, the optimum use of the land, on account of various factors like challenge to the land acquisition notification, orders passed by Green Tribunal, could not be made by the petitioner and, thus, he is entitled for the benefit of the Zero Period Policy, under which it is exempted from payment of ground rate, interest etc. for the entire period till such encumbrance or dispute exists.

From the pleadings, we find that petitioner has already made a representation dated 14.03.2016 before the authority raising its grievances.

The issue being raised before us requires investigation into the questions of fact and, thus, no useful purpose would be served by keeping this petition pending and calling for a counter affidavit and interest of justice would stand served by directing a fact finding authority to look into the grievance of the petitioner at the initial stage.

Shri B.B. Jauhari, learned counsel for respondent nos. 2 and 3, at this stage, fairly states that, in case, any such representation made by the petitioner is pending or even if the petitioner makes a fresh representation,

the Chief Executive Officer, Greater NOIDA Industrial Development Authority shall take a decision thereon expeditiously in accordance with law and the policy dated 28.3.2016.

In view of the statement made before us, we dispose of the writ petition by providing an opportunity to the petitioner to make a fresh representation within three weeks from today raising its grievances before the Chief Executive Officer, Greater NOIDA Industrial Development Authority along with a certified copy of this order, with the further direction to the said authority that, in case, any such representation is made, he shall proceed to consider and decide the same by a reasoned and speaking order in accordance with law and the policy dated 28.3.2016 within a further period of two months from the date of making of the representation and, if necessary, make a spot inspection to verify the facts.

For a period of three months or till disposal of the representation to be made by the petitioner, no coercive step shall be taken against the petitioner.

With the aforesaid observations and directions, writ petition stands finally disposed of.

Order Date :- 24.5.2017  
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HIGH COURT AT AMRITSAR

P 18633/16



सत्यमेव जयते

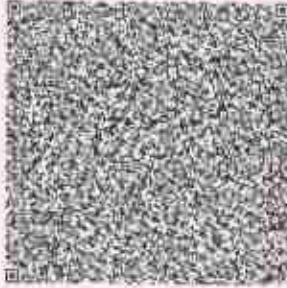
**INDIA NON JUDICIAL**  
**Government of Uttar Pradesh**

**e-Stamp**

**CERTIFICATE LOCKED**



Base Certificate No. : IN-UP020252273285070  
Certificate No. : IN-UP021808537517260  
Certificate Issued Date : 12-Jul-2016 04:00 PM  
Account Reference : SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUPSHCIL01026030005032050  
Purchased by : MESSERS EUPHORIA SPORTS CITY PVT LTD  
Description of Document : Article 35 Lease  
Property Description : SPORTS CITY, SC-01, SECTOR-TECHZONE-04, GREATER NOIDA  
Consideration Price (Rs.) : 262,41,53,843  
(Two Hundred Sixty Two Crore Forty One Lakh Fifty Three Thousand Eight Hundred And Forty Three only)  
First Party : G N I D A  
Second Party : MESSERS EUPHORIA SPORTS CITY PVT LTD  
Stamp Duty Paid By : MESSERS EUPHORIA SPORTS CITY PVT LTD  
Stamp Duty Amount(Rs.) : 20,54,000  
(Twenty Lakh Fifty Four Thousand only)



.....Please write or type below this line.....

*Signature*

Director

**For Euphoria Sports City Pvt. Ltd.**

*Signature*  
Director

**VO 0001403316**

**Statutory Alert:**

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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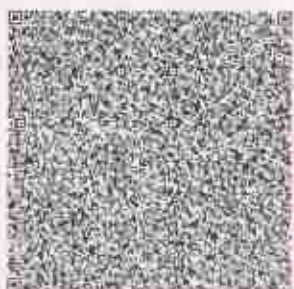
# Government of Uttar Pradesh

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CERTIFICATE LOCKED



Certificate No.	: IN-UP020252273285070
Certificate Issued Date	: 24-May-2016 04:21 PM
Account Reference	: SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL01024179669352680
Purchased by	: MESSERS EUPHORIA SPORTS CITY PVT LTD
Description of Document	: Article 35 Lease
Property Description	: SPORTS CITY, SC-01, SECTOR-TECHZONE-04, GREATER NOIDA
Consideration Price (Rs.)	: 262,41,53,843 (Two Hundred Sixty Two Crore Forty One Lakh Fifty Three Thousand Eight Hundred And Forty Three only)
First Party	: G N I D A
Second Party	: MESSERS EUPHORIA SPORTS CITY PVT LTD
Stamp Duty Paid By	: MESSERS EUPHORIA SPORTS CITY PVT LTD
Stamp Duty Amount(Rs.)	: 13,12,07,692 (Thirteen Crore Twelve Lakh Seven Thousand Six Hundred And Ninety Two only)



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*Sale*  
Manager (Com.)  
Greater Noida Dev. Auth.  
Greater Noida



For Euphoria Sports City Pvt. Ltd.



*Sham*  
Director

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## Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
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For Enquiry 2000 City Pvt Ltd





## LEASE DEED

This Lease Deed is executed on **24** day of May **2016** at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

### **BETWEEN**

**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, an Authority constituted under the provisions 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 of the One Part;

and

**M/s. Euphoria Sports City Pvt. Ltd.** a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at S-406, Lower Ground Floor, Greater Kailash-II, New Delhi-110048 **through its Director Sh. Vaibhav Jain S/o Sh. Ramesh Chand Jain R/o House No -226 New Gandhi Nagar Ghaziabad** duly authorized vide Resolution dated 25-04-2016 passed by its Board of Directors, being a Special Purpose Company within the meaning of Article C-7(e) of the Brochure of the Scheme Sport City/2010-11 (Sport City), (hereinafter called the "Lessee" which expression shall, unless the context does not so admit, include its administrators, executors, representatives and permitted assigns) of the Other Part.

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of planned integrated Industrial and Urban Township.

AND WHEREAS a consortium comprising of following members is formed by the Lessee:-

- M/s MMR Constructions co. Private Limited (Lead Member)
- M/s. Advance Construction Co. Private Limited (Relevant Member)
- M/s NKG Infrastructure Private limited (Relevant Member)

On the basis of sealed tenders vide letter bearing No. Prop/Commercial/2011/489 DATED 30-03-2011 has been allotted **Sport City plot No SC-01, Sector- Adjoining Tech Zone-IV Greater Noida measuring 5,26,540.00 sq. mtrs.** for the purpose of development of **Sport City**. The permissible broad break up of the total area under Sports City for different land uses shall be Recreational (Sports, Institutional & other Facilities and open areas) not less than 70%, commercial not more

  
Manager (Cem.)  
Greater Noida Dev. Authority  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director

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पुत्र श्री

रमेशचन्द जैन

*[Signature]*



व्यवसाय व्यापार

निवासी स्थायी एस-406 एल0जी0एफ0 ग्रेटर कैलाश-2 नई दिल्ली-110048

अवस्थापक पता एस-406 एल0जी0एफ0 ग्रेटर कैलाश-2 नई दिल्ली-110048

ने धर लेखपत्र इस कार्यालय में दिनांक 13/7/2016 समय 11:35AM

बड़े निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

13/7/2016

निष्पादन लेखपत्र बाद मूलने व समझने बजगुने व प्राप्त धनराशि के फलेखानुसार उक्त

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पुत्र श्री

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पेशा व्यापार

निवासी एस-406 एल0जी0एफ0 ग्रेटर कैलाश-2 नई दिल्ली-110048

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ने निष्पादन स्वीकार किया।

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लोकेश कुमार गोयल

पेशा

निवासी थर्ड ए-23 नेहरू नगर गाजियाबाद

ने की

प्रमाणन: भंड माहिती के निशान अंगूठे निषमानुसार भिजे गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

665,222,984.00

665,222,984.00



than 2%, Residential including Group Housing (1650 persons per hect. On residential/group housing area only) 28%.

AND WHEREAS in terms of Article C-7(e) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. **M/s Euphoria Sports City Pvt. Ltd.** a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **S-406, Lower Ground Floor , Greater Kailash-II, New Delhi-110048** in which the consortium have the following shareholding -

S.No.	Name of the member	Shareholding	Status
1	MMR Construction Company. Pvt. Ltd	80	Lead Member
2	Advance constructions company Pvt. Ltd.	10	Relevant Member
3	NKG Infrastructure Ltd	10	Relevant Member

AND WHEREAS it has been represented to the LESSOR that the **Special Purpose Company** members have agreed amongst themselves that M/s. Euphoria Sports City Pvt. Ltd. having its registered office at S-406, Lower Ground Floor , Greater Kailash-II, New Delhi-110048. Shall always remain the lead company will be allowed to transfer upto 100% of its share holding. Subject to the condition that the lead member (on the date of submission of the tender) shall continue to hold at least 30% of the total area of 526540 Sqm. Of any manner whatsoever in the SPC till completion certificate at least one of the project is obtain from the lessor.

AND WHEREAS, it has been represented to the LESSOR that Special Purpose Company members have agreed amongst at the request of the aforesaid Consortium members, the LESSOR has agreed to execute the lease of the allotted plot in the name of the Special Purpose Company i.e. the LESSEE and the LESSEE has agreed to take on lease the allotted plot on the terms and conditions hereinafter appearing for the purpose of constructing on the land shall have to be done as per the controls prescribed under these terms and conditions and the building regulations and directions by the LESSOR.

#### **NOW THIS LEASE DEED WITNESSETH AS UNDER:-**

**I (a)** That in consideration of the premium paid in part and the remaining agreed to be paid by the LESSEE at the time and in the manner hereinafter provided AND also in consideration of the rent hereby reserved AND

  
Manager (Com.)  
Greater Noida Dev. Authority  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director

पट्टा दाता

Registration No.: 18633

Year: 2016

Book No.: 1

0101 संजीव कुमार शर्मा प्रतिनिधि ये0नी0ओ0वि0प्रा0द्वारा स्नेहलता

पेटर नीएक

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पट्टा दाता

observance of the covenants, provisions and the stipulations hereinafter contained and on the part of the LESSEE to be respectively paid, observed and performed, the LESSOR doth hereby demise and lease to the Lessee, all the land of Sport city Plot No **SC-01 Sector-Adjoining Techzone -IV Greater Noida admeasuring 3,52,036 square metres, to be the same a little more or less and bound as under:-**

On the North by :  
On the South by : As per Lease Plan attached  
On the East by :  
On the West by :

Which plot is more clearly delineated and shown in the attached lease plan (hereinafter referred to as "the Demised Premises") with their appurtenances to the LESSOR for the term of 90 years commencing from the date of execution of this lease deed, except and always reserving to the LESSOR:-

- (vi) 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.
- (ii) Full rights and title to all mines and minerals, coals, washing gold's, earth oils, quarries, in or under the Demised Premises 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 enjoying the same without providing or leaving any vertical support for the surface of the plots or for the structure time being standing thereon provided always, that the LESSOR shall make reasonable compensation to the LESSEE for all costs incurred, loss of profits and other damages directly or indirectly 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.
- (b) The total premium of the Plot is **Rs. 2363915025.00/- (Rs. Two Hundred Thirty Six Crore thirty Nine Lacs Fifteen Thousand Twenty Five Only. Out of Which balance Prmium Rs.2068544562/- (Rs. Two hundred Six crore Eighty Five lacs forty four thousand Five hundred Sixty two )** of the plot along with interest will be paid in 9 half yearly instalments in the following manner :-



Manager (Legal),  
Greater Noida Development Authority,  
Greater Noida

For Euphoria Sports City Pvt. Ltd.  
  
Director

## पट्टा गृहीता

Registration No. : 18633

Year : 2016

Book No. : 1

0201 मेड्यूसोरिया स्पोर्ट्स सिटी प्रा0लि0द्वारा वैभव जैन  
रमेशचन्द्र जैन  
एस-406 एल0वी0एफ0 गेटर कैलाश-2 नई दिल्ली-110048  
ब्यापार



For Enquiry Contact Call 18

Director





Instalment	Due date	Payable Premium Amt	Intrest on premium	Payable Interest	Total payable instalment	Balance premium
Instalment No.1	04.11.2016	229838284.00	92616819.00	251188634	583543737.00	2579640830.00
Instalment No.2	04.05.2017	229838284.00	92616819.00	232167675	554622778.00	2257165727.00
Instalment No.3	04.11.2017	229838284.00	92616819.00	203146715	525601818.00	1934730824.00
Instalment No.4	04.05.2018	229838284.00	92616819.00	174125756	496580859.00	1612275521.00
Instalment No.5	04.11.2018	229838284.00	92616819.00	145104796	467559900.00	1289820416.00
Instalment No.6	04.05.2019	229838284.00	92616819.00	116083837	438538941.00	967365315.00
Instalment No.7	04.11.2019	229838284.00	92616819.00	87062878	409517981.00	544910212.00
Instalment No.8	04.05.2020	229838285.00	92616819.00	58041919	380497023.00	322455108.00
Instalment No.9	04.11.2020	229838289.00	92616819.00	29020960	351478069.00	

- (i) Premium referred to in this document means total amount payable to the Authority for the allotted plot.
- (ii) All payment should be made through a demand draft/pay order drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/NOIDA/ GREATER NOIDA indicating the name of the Lessee and the number of plot on the reverse of the demand draft/pay order.
- (iii) In case of default in depositing the installments or any payment, interest @ 18% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
- (iv) All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee/sub-lessee should ensure remittance on the previous working day.
- (v) The payment made by the Lessee/Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.
- (vi) 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 the Lessor.
- (vii) In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority. In the event extension is granted, interest @ 18% per annum compounded half yearly shall be payable by the Lessee on the outstanding amount for the period extension is granted.
- (viii) For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

  
 Sat  
 Joint Director  
 New Delhi

For Euphoria Sports City Pvt. Ltd.

  
 Director

गवाह

Registration No.: 18633

Year: 2016

Book No.: 1

W1

अपम प्रशिष्ठ

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W2

हरुण गोयल

लोकेश कुमार गोयल

बट्टे ए-23 नेहरू नगर गाजियाबाद



For Further Enquiry Call 112

112

(c) In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

- (i) The lease rent @ Rs. 1/- per Sqm per year for the first three years from the date of execution of the lease deed. The lessee has paid a sum of Rs.352036/- (Rs. Three lacs fifty two thousand thirty Six only) towards the lease rent for the first year which amount the LESSOR hereby acknowledges.
- (ii) Threereafter, the lease rent shall be charged @1% p.a. of the total premium of the plot for next seven years.
- (iii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iv) 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.
- (v) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. (12% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (vi) The Lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the demised plot per year as "One Time Lease Rent" unless the Lessor 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 is not in arrears as on the date of exercising the option to pay one time lease rent has and paid the earlier lease rent due and lease rent already paid will not be considered in calculating the amount payable under the One Time Lease Rent option.
- (vii) The date of execution of the lease deed shall be treated as the date of taking over of possession.

## II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS

- (1) The possession of the demised premises has been handed over to the LESSEE and the LESSEE hereby acknowledges that it has received the actual physical possession of the demised premises. The LESSEE further acknowledges that the allotment and the demise of the plot is on "As is where is basis".

  
Sanku  
Manager Noida Div. Authority  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director



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- (2) This lease is for a period of ninety years from the date of lease deed.

#### LAND USE OF SPORT CITY

The lessee /lead Company shall plan development of sport city by adhering to the land use prencetege as mentioned in the brochure.

#### 3) EXTENSION OF TIME

1. Normally extension for depositing the allotment money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned, the GNIDA may grant a maximum of 120 days extension to deposit the allotment money, subject to the payment of interest @ 18% (15% normal interest + 3% penal interest) per annum compounded half yearly on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.
2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority.
3. However, in such cases of time extension, interest @ 18% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

#### (4) AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variations. If such variation is within 20% limits, no surrender shall be allowed. However, if such variation is more than 20%, allottee will have the option of surrendering the allotment and taking back the entire amount deposited by allottee without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted tender rate of the nearby area at the time of communication about the additional land or the original rate of allotment, alongwith simple interest @12% from the date of allotment, whichever is higher. Payment of premium of the additional land will be made in lump sum within 30 days of intimation.



Manager (Com.)  
Greater Noida Dev. Authority  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director



For Business Hours Only: 110

Director



**(5) AS IS WHERE IS BASIS**

The plot will be accepted by the allottee on "As is where is basis" on a lease for a period of 90 years starting from the due date of execution of lease deed.

**(6) POSSESSION AND DOCUMENTATION**

1. Possession of allotted land will be handed over to the Lessee after execution and registration of lease deed. Possession of part of land shall not be allowed.
2. Execution and registration of lease deed can be done only after a minimum payment of 20% of premium and payment of one year lease rent in advance.
3. The Lessee will be authorized to develop and market the flats/plots only after the lawful possession of the allotted plot is taken over.
4. The allottee will be required to execute the lease deed of the plot within 60 days from the date of issue of check-list, which shall be issued immediate after the confirmation of receipt of allotment money. In case of failure to do so, the allotment of plot may be cancelled and 10% of the premium (proportionate tendered amount) of the plot may be forfeited. Amount deposited towards the extension charges, interest and other penalties etc. may also be forfeited. However, in exceptional circumstances, the extension of time for the execution of the lease deed and taking over possession may be permitted. The extension will be subject to the payment of charges @ 5% p.a. of the total premium of the plot at the tendered rate, which will be calculated on day to day basis. The relevant documents/ certificate of demarcation of the plot carried out by the concerned Project Division of the Greater Noida Authority shall be annexed with the lease deed. The date of execution of lease deed shall be considered as the date of taking over of physical possession and no plea contrary to this shall be entertained.

**(7) TRANSFER OF PLOTS AND EXECUTION OF SUB LEASE DEED**

The lessee can transfer the plot and the building constructed thereon with the prior permission and written approval of the lessor after prior permission and written approval of the lessor after payment of transfer charges as per prevailing policy of lessor. however the lessor reserves the right to reject any such transfer application without assigning any reason whatsoever.

In the addition to the transfer charges as per prevailing policy of lessor the lessee shall also pay an amount of 10,000/- towards processing fees.

All the terms and condition of the brochure, the allotment letter, the permission for grant of transfer and this lease deed shall be binding on the lessee, as well as the sub lessee/transferee



Director (Lease),  
Greater Noida Dev. Auth.  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director



FOR INFORMATION OF THE PUBLIC

Page 1

- (i) The dues of GNIDA towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before execution of sub-lease deed.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
- (iv) The lessee has obtained building occupancy certificate from planning department, GNIDA.
- (v) First sale/transfer of a flat to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the Authority in writing.
- (vi) No transfer charges will be payable in case of first sale of the flat. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
- (vii) The Lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street-lighting, etc. in that area is in progress.
- (viii) The Lessee shall have to execute the sub-lease deed in favour of the Sub-Lessee for the developed plot/flat in the form and format as prescribed by the GNIDA.
- (ix) On execution of such sub-lease deed(s), the sub-lessee(s) will be bound to comply with the provisions of payment of proportionate share of the lease premium, lease rent and all other charges payable to the GNIDA in the proportionate share of the land area so sub-leased.  
Any default on the part of sub-lessee to fully implement the terms and conditions of the lease deed/sub lease deed/ scheme shall not be automatically considered as default of the Lessee. The GNIDA shall be entitled to take any action against the sub-lessee as well, including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of this Brochure.
- (x) The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats in favour of the individual allottee(s):
  - i. Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate of the constructed flats on the allotted plot from the Planning Department of the GNIDA as mentioned.
  - ii. Lessee/sub-lessee(s) shall submit "No Dues Certificate" in accordance with the payment schedule specified in the Lease Deed/sub-lease deed from the Account/Property Department of the GNIDA.
  - iii. The physical possession of the dwelling units/flats will be permitted to be given only after execution of sublease deed which shall be in proportion to the amount received against the total premium of the plot.

*Sahs*

Joint Project (G.O.B.)  
Greater Noida Dev. Auth.  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

*[Signature]*  
Director





**(8) USE/MISUSE,**

The Allottee, lessee and sublessee shall use the demised plot/premises only for the use set out in this lease deed and for no other purpose whatsoever, whether in full or in part for any purpose.

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.

Without prejudice to any other provision of this lease deed in case of violation of the condition (i) above shall constitute misuse for which the allotment/lessee shall be liable to be cancelled and the Possession of the premises along with structure thereon, if any shall be resumed by the lessor.

**(9) LIABILITY TO PAY TAXES**

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.

**(10) OVERRIDING POWER OVER DORMANT PROPERTIES**

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, 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 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 applicant/allottee/lessee.

**NOTE:**

For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.

**(11) IMPLEMENTATION & COMPLETION OF PROJECT**

1. The Lessee shall be required to complete the construction of minimum 15% of the permissible area earmarked for sports, institutional & other facilities within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases within 5 years. However, the residential and commercial

development/ construction may be completed in phases within 7 years. Further

  
Anil Kumar  
Joint Secretary  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director



Not a student - please pay for it

Office



more, the lessee has to develop residential and commercial component in the project in proportion to area earmarked for recreational uses. However, extension in exceptional circumstances can be granted by GNIDA, on payment of extension charges applicable as per prevailing policy at the time of granting such extensions. delay due to encroachment force majeure, legal issues like stay orders etc. shall be considered for extensions.

2. The construction on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions of the GNIDA.

**(12) COMPLETION-**

The 'Completion Certificate' will be issued by the GNIDA on the completion of the project or part thereof in phases and on the submission of the necessary documents required for certifying the completion of the project or part thereof

**(13) INDEMNITY**

The lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/constructions, subsequent operations and maintenance of the facilities and services, till such time as the alternate agency for such work is identified and legally appointed by the lessee after prior written approval of GNIDA. The lessee shall execute an indemnity bond, indemnifying the GNIDA against all disputes arising out of:

- a) The non-completion of the project
- b) The quality of development, construction, operations and maintenance
- c) Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser(s).

**(14) DOCUMENTATION CHARGES**

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

**(15) SURRENDER**

1. The lessee can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited and the balance, if any, deposited against the premium of plot, will be returned without interest.

2. In case the land is surrendered after 30 days from the date of allotment, the total deposited amount or 10% of the total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest. However, the amount

  
Manager (Civil)  
Greater Noida Dev. Authn. Co.  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director

For Electronic Sports City Pte Ltd



deposited towards lease rent, interest, extension charges etc shall not be refunded.

**Note:** The date of surrender in the above case shall be the date on which the application for surrender is received at the GNIDA's office. No subsequent claims on the basis of any postal certificate etc. will be entertained.

## **(16) MORTGAGE**

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 upto date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will submit the following documents:

- (a) Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
- (b) Clearance of upto date dues of the GNIDA.

GNIDA shall have the first charge on the plot towards payment of all dues of GNIDA.

Provided that in the event of foreclosure of the mortgaged/charged property, the GNIDA shall be entitled to claim and recover such percentage, as decided by the GNIDA, 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 GNIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The GNIDA'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 from a court of law.

## **(17) MAINTENANCE**

1. The Lessee at his own expense shall take permission for sewerage, electricity, and water connections from the concerned departments of the Authority or from the competent authority in this regard.
2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
  - i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,

  
Manager (Comm.)  
Greater Noida Dev. Authority,  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director



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- ii) and the available facilities as well as the surroundings neat and clean and in good health and safe condition to the convenience of the inhabitants of the place.

If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and the expenses incurred in carrying out such works will be borne by the lessee. The decision of the Authority will be final as regards to the expenses incurred in the maintenance work.

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.

In case of non-compliance of these terms & conditions of this deed or any Directions of the Lessor, the Lessor shall have the right to impose such penalty as the C.E.O. may consider just and/or expedient.

The lessee/sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, GNIDA will have the power to get the maintenance done through any other 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 U.P. Apartment Act (Promotion of construction, ownership and maintenance) Act 2010 shall be applicable on the lessee/sub-lessee.

### (18) CANCELLATION

In addition to the other specific clauses relating to cancellation/determination, GNIDA/the lessor, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of this Sport City plot in case of the followings:

- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false-statement and/ or fraud.
- ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
- iii. In case of default on the part of the tenderer/ allottee/ sub-lessee(s) or any breach/ violation of the terms and conditions of the tender, allotment, lease and/ or non-deposit of the allotment amount, installments or any other dues.

If the allotment is cancelled on the grounds mentioned in para (i.) above, the entire amount deposited by the tenderer, allottee, lessee and sub-lessee(s) till the date of cancellation/ determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.



WITNESSES (City)  
Greater Noida Dev. Authority  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director





If the allotment is cancelled on the grounds mentioned in paras (ii.) AND (iii) above 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

After forfeiture of the amount as stated above, possession of the plot will be resumed by GNIDA, along with the structures thereupon, if any, and the tenderer, allottee, lessee and sub-lessees will have no right to claim any compensation thereon.

#### (19) GENERAL TERMS AND CONDITIONS

1. Land will be given to the lessee free from all encumbrances lease for a period of 90 years for which appropriate lease deed shall be executed between GNIDA and the lessee.
2. Subject to provision of Master Plan and regulation of GNIDA:
  - i. The lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of GNIDA/Lessor.
  - ii. Commercial and residential area can be sub-leased as per conditions of brochure on tripartite agreement basis.
  - iii. Multiple renting shall be admissible to the lessee and for the sub-lessee as per prevailing policy.
  - iv. The lessee shall make necessary arrangements of finances for development of SPORTS CITY to the satisfaction of GNIDA.
  - v. The lessee shall make necessary arrangements for designing, engineering, and construction of the Project in accordance with the provisions of the Master Plan and regulations of GNIDA.
  - vi. The lessee shall adhere to Government policies and relevant codes of BIS/IS relating to disaster management and energy conservation in land use planning and construction works.
  - vii. The lessee shall obtain applicable permits/sanctions/approvals etc. from relevant Government agencies or local bodies or other authorities, as applicable. GNIDA shall assist and facilitate the lessee to procure the sanction/approval/ license etc. expeditiously.
  - viii. After the written approval of the Lessor/Greater Noida Authority, the lessee can implement / develop the project through its multiple subsidiary companies in which the allottee/lessee company shall have minimum 90% equity share holdings (such subsidiaries are exempted from stamp duty for transaction between parent company and subsidiary company under the provisions of Indian Stamp Act as per State Government notification).
  - ix. The lessee/allottee who develop the project through its subsidiary company shall be entitled for sub leasing the portion of allotted/leased land/built-up area in favour of the subsidiary companies and the first transfer by such subsidiary company, of the said allotted/leased land/built-up area which is being developed or proposed to be developed by the

*Sach*

Manager (Comm.)  
Greater Noida Dev. Authority  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

*[Signature]*  
Director

For Endorsement Date 03/04/2023



subsidiary shall be without any transfer charges. However, for subsequent transfer/sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor/GNIDA Authority shall be payable.

- x. The subsidiary company(ies) in whose favour sub lease deed is permitted shall be entitled to mortgage the portion of land which is being developed by them, as per rules of the Authority.
- xi. The allottee/lessee shall abide by the suggestions of State Government if any, in the master plan of GNIDA.
- xii. The Authority / Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
- xiii. 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.
- xiv. 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.
- xv. 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 Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
- xvi. The Lease Deed/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.
- xvii. The Authority will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- xviii. The lessee/sub-lessee of the Lessee shall be liable to pay all taxes/ charges payable from time to time by GNIDA or any other authority duly empowered by them to levy the tax/charges.

  
Manager (Com.)  
Greater Noida Dev. Authority  
Greater Noida

For Euphoria Sports City Pvt. Ltd.

  
Director

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NORTH

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

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For Euphoria Sports City Pvt. Ltd.

Director



- xix. Dwelling units flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-lessee will not be paid any compensation thereof.
- xx. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
- xxi. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- xxii. 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.

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

In presence of:

Witnesses:

1. Witness **For and on behalf of the LESSOR**

*Rishabh*  
RISHABH VASHISHTHA  
Address S/O SHRI S.C. SHARMA  
195, Ram Vihar, II<sup>nd</sup> Floor  
Delhi-92

For Euphoria Sports City Pvt. Ltd.

2. Witness **For and on behalf of the LESSEE**

*Tarun*  
Address TARUN GOEL S/O  
SHRI LOKESH KUMAR GOEL  
G-23  
Pehluwara  
Ghaziabad.

*Shab*  
Witness (City)  
Greater Noida Dist. Authority  
Greater Noida

आज दिनांक 13/07/2016 को

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रजिस्ट्रीकृत किया गया।

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

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13/7/2016

