

2986

एक सौ रुपये

रु. 100



Rs. 100/-

ONE

भारत INDIA  
INDIA NO. 100

उत्तर प्रदेश UTTAR PRADESH

L 381425

LEASE DEED

This Deed of Lease is made on this 28 day of July 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.

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.

Authorised Signatory





WHEREAS the Government of Uttar Pradesh (hereinafter referred to as "The Government") vide Commissioner Order No. 385 / अटो-74 / 2008-10 dated 6.11.2009 acquired / ceiling / resumed Gram Sabha land admeasuring 4.079 acres of Village Duryai, Tehsil Dadri, District Gautambudh Nagar 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 385 / अटो-74 / 2008-10 dated 6.11.2009 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs. 1,79,93,447/- (Rupees One crore seventy nine lac ninety three thousand four hundred forty seven Only) and the annual rent of Rs. 1651/- (Rupees One Thousand Six Hundred Fifty One 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:**

अटो-74-2008-10  
६.११.२००९

For Uppal Charles Hi Tech Developers Pvt. Ltd.  
Shashi  
Authorised Signatory

अंगूठा नियमानुसार लिये।  
साझी भर्ते प्रतीत होते हैं।  
19/8/10

Chadha

19/8/10

Sharma

अंगूठा नियमानुसार लिये।  
साझी भर्ते प्रतीत होते हैं।

उप निवन्धक  
दादरी 19/8/10

Sharma

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 4.079 acres, situated in Village Duryai (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 (delinicated 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 1,79,93,447/- and the annual lease rent of Rs. 1651/- hereunder reserved and of the covenants and conditions on the part of the Lessor 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 a 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 case, 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 1.651 Hectare of land falling in Duryai Village of Tehsil Dadri, Distt. Gautambudh Nagar. (U.P.) as per SCHEDULE-I which includes 1.651 Hectare of the LAND, a premium amount of Rs. 1,79,93,447/- towards resumption / acquisition cost of the LAND through Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges



Sl.No.	Pay Order No.	Date	Amount (Rs.)	Drawn on
1	039146	09.04.10	1,79,93,447	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.



- (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



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.



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:



(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.

For Uppal Chadha Hi Tech Developers Pvt. Ltd.  
  
Chadha  
Authorised Signatory



**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

Witness:

1. *(Signature)*  
B.S. Chahal, S/o Harjot Singh  
L.D.I.S.T. Valsad 428

2. ....

For and on behalf of the lessor

1. *(Signature)*  
R.P. Patel, S/o Ramlal Patel  
C.R.B.

2. ....

(Name and Address)



(Name and Address)



लोटपोली कुलाल राजस्थान  
काशीनगर

For Uppal Chahal Hi Tech Developers Pvt. Ltd.



*(Signature)*

\* Authorised Signatory

आज दिनांक ..... 19/10/10 ..... का फोटोस्टूर्ट  
प्रति पुस्तक संख्या ..... 2 ..... लाइन संख्या ..... 2082  
के पृष्ठ ..... 152 ..... पर कथ संख्या ..... 9906  
मर रजिस्टरीकृत किया गया।

उपलिखन्यव

वाहरी



## SCHEDULE - 1

District	Pargana	Village	Khasra No.	Area (Hect.)
1	2	3	4	5
Gautam budh Nagar	Dadri	Duryai	1	0.126
			11	0.582
			127 m	0.276
			129 m	0.600
			130	0.016
			336 m	0.051
			Total	1.651


 For Uppal Chadihi Tech Developers Pvt. Ltd.


 Authorised Signatory


