

LEASE-DEED (GROUP HOUSING)

Industrial township at Tronica City, Loni, Ghaziabad.

Group Housing Plot (GH) Housing Sector C-5

THIS LEASE DEED made on the 31st day of October in the year two thousand and 51x between U.P. State Industrial Development Corporation Limited, a Company within the meaning of the Companies Act, 1956 and having its registered office at A-1/4, Lakhanpur, Kanpur (hereinafter called the lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the one part, AND

M/s..... R/o.....

..... hereinafter called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns. Its successors and permitted assigns) through its all partners details below of the other part.

1. Shri/Smt/Km..... aged..... years S/o.....

..... R/O.....

2. Shri/Smt/Km..... aged..... years S/o.....

..... R/O.....

3. Shri/Smt/Km..... aged..... years S/o.....

..... R/O.....

4. Shri/Smt/Km..... aged..... years S/o.....

..... R/O.....

Constituted the registered partnership firm of..... through

Shri..... aged..... years S/o.....

..... R/o.....

OR

M/s Swarneem Real Estate (P) Ltd. a company within the meaning of the company Act, 1956 and having its registered office at A-111, Sector B-5, Tronica City, Loni, Ghaziabad. through its Managing Director/Secretary/Duly Constituted attorney Shri Sanjeev Kumar S/o Shri Baidya Nath Prasad Chaudhary R/o 739, IIIrd Floor, Mukharjee Nagar, Delhi-110009.

WHEREAS the Government of 'Uttar Pradesh' (Hereinafter called 'The State Government') has acquired land of Village Tronica City, Tehsil Ghaziabad, District Ghaziabad.

Project Officer
U.P.S.I.D.C. Ltd.
Tronica City, Loni
GHAZIABAD

Project Officer
U. P. S. I. D. C. LTD.
Tronica City, Loni
GHAZIABAD

For Swarneem Real Estate (P) Ltd.
Director

Under the Land Acquisition Act, 1894 and has handed over the same to the U.P. State Industrial Development Corporation Limited, Kanpur for the purpose of setting up of a self contained integrated Industrial Township (hereinafter called Industrial Township) and the Corporation having sub-divided the above land into sectors/blocks/plots with land uses clearly defined for each according to a plan for the purpose of construction of buildings structures appurtenant to main building and carrying out necessary development works or both (hereinafter called construction works) in accordance with the plans approved by the Competent Authority.

AND WHEREAS Lessee has offered for allotment of group housing land admeasuring.....6.67 Acres @ Rs...4251.00.....per Sqm. of the total area for construction of multi storied Residential Complex on lease hold basis for 90 years "as is where is basis".

WHEREAS U.P. State Industrial Development Corporation Ltd. vide its letter No. 6602-04/SIDC/POTC Date 13.10.2006 has communicated its acceptance of price bid submitting by the lessee for allotment of24663.00 Sqm..... land @ Rs.....4251.00..... per Sqm.

WHEREAS the lessee in response to the aforesaid letter of U.P. State Industrial Development Corporation Ltd.; has deposited an amount of Rs..... 2,62,12,334.00..... (Rs. Two Crore Sixty Two Lacs Twelve Thousand Three Hundred Thirty Four only) including price bid money of Rs.....1,14,80,000.00..... already deposited with the price bid.

AND WHEREAS the lessee has paid to the lessor 11% of the total cost of land which comes to Rs.... 1,15,32,666.00.....(Rs. One Crore Fifteen Lacs Thirty Two Thousand Six Hundred Sixty Six only) (paid) towards rent for lease for a period of ninety years. And now nothing is to be paid by the lessee towards lease rent.

AND WHEREAS the amount of premium mentioned in clause 1 hereinafter is provisional and the lessee shall pay the additional premium as herein after provided in clause 2 (a) and 2 (b).

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

1. In Consideration of the payment by the Lessee of the provisional premium of Rs. 2,62,12,334.00 (Rs. Two Crore Sixty Two Lacs Twelve Thousand Three Hundred Thirty Four only) for land, the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs 7,86,30,079.00 (Rs. Seven Crore Eighty Six Lacs Thirty Thousand Seventy Nine Only) for land to be paid in...Ten... half yearly equal installment alongwith interest @ 15% per annum on the total outstanding premium of the land from time to time as follows :-

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GHAZIABAD

For Swarnen Real Estate (P) Ltd.

Director.

Installment	Due Date
Rs. 78,61,450.90	01-07-2007
Rs. 78,63,180.90	01-01-2008
Rs. 78,63,180.90	01-07-2008
Rs. 78,63,180.90	01-01-2009
Rs. 78,63,180.90	01-07-2009
Rs. 78,63,180.90	01-01-2010
Rs. 78,63,180.90	01-07-2010
Rs. 78,63,180.90	01-01-2011
Rs. 78,63,180.90	01-07-2011
Rs. 78,63,180.90	01-01-2012

Provided that if the Lessee pays the installments and the interest on the due dates and there are no over dues on any account the Lessor will allow him a rebate @ 2% per annum in the interest.

NOTE :-

- (1) The interest shall be payable half-yearly on the 1st day of July and 1st day of January each year, the first of such payments to be made on the ...**1st**.... day of **July 2007**
- (2) Liability for payment of the premium in installments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation/allotment letter namely **6602-04/SIDC/POTC Date 13-10-2006**.
- (3) The payments made by the Lessee will always be first adjusted towards the interest due, if any and thereafter towards the premium if any and the balance, if any, shall be appropriated towards the lease rent notwithstanding any directions/request of Lessee to the contrary.

The Lessor doth hereby demise to the Lessee, all that plot of land numbered as **Group Housing Plot (GH) Housing Sector C-5** situated within the Industrial Township at **Tronica City** situated in Village..... Pargana/Tehsil **Ghaziabad** District **Ghaziabad** containing by admeasurements **24,663.00 Sq.Mtr.**

be the same a little more or less, and described above and bounded :-

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For Swarneem Real Estate (P) Ltd.

[Signature]
Director.

on or towards the North by 45.00m Wide C.C.Road

on or towards the South by 12.00m Wide Road

on or towards the East by Sector C-4

on or towards the West by 30.00m Wide Road

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked TO HOLD the said plot of land as described above (hereinafter referred to "the demised premises)" into the Lease for the term of ninety years from **13th Day of October 2006** except and always reserving to the Lessor and his successors or assigns.

- (a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor or his successor or assigns in developing the area.
- (b) Full right and title to all mines as minerals in and under the demised premises or any part thereof.

Provided that if any installment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of **15%**.

Provided further that the recovery of the principal and interest at the above rates would in no way prejudice or affect the exercise by the Lessor of any other right remedy arising out of such default under the terms and conditions of this deed and till payment of the premium and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the building standing thereon.

- 2.(a) (i) In case the lessor is required to deposit/pay at any stage any additional amount of which it is required/called upon to bear, pay or deposit in any court or to Collector in any case/proceedings under the Land Acquisition Act in the process of determination of compensation either as a security or otherwise, the lessee shall pay such proportionate additional premium/amount to the lessor within 30 days of the demand as may be determined in this behalf by the lessor.

Provided further that the aforesaid deposit shall be subject to final adjustment of land cost after final conclusion of the litigation/proceedings, in which the demand was raised and the lessee shall be entitled to claim refund of excess amount, if any deposited by them.

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For Swarneem Real Estate Pvt. Ltd.

Sagar Kumar
Director.

- (a) (ii) The provisional premium mentioned in clause 1 includes in the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of which the demised land, after lay out for roads, parks and other public utility services, forms part but should the final cost of acquisition of the whole of the said land or any part thereof go up thereby increasing the land-cost component of the plots carved out after development as aforesaid, the Lessee shall upon receipt of intimation from the lessor, which intimation shall not be delayed beyond a period of three years from the date the final cost of acquisition is determined, pay within sixty days of demand to the lessor the additional premium being the difference in the land-cost component finally determined as aforesaid and the land-cost component of the provisional premium mentioned in clause 1.

- 2.(b) In case the Lessor is required to bear at any stage the additional cost of electrification and/or the additional cost of any other development or facilities and or in case the Lessor is required to contribute towards any development or provision of facilities which benefit the said Industrial Area as a whole, the Lessee shall pay such proportionate additional premium to the Lessor as may be determined in this behalf by the Lessor. And that such payments of proportionate

additional premium shall be made within 60 days of the demand made by the Lessor.

3. **AND THE LESSEE DOETH HEREBY COVENANT WITH LESSOR AS UNDER :**

- (a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessments of every description which may during the said term be assessed, charged or imposed upon either the land-Lord or tenant or the occupier in respect of the demised premises or the building to be erected thereupon.
- (b) That the Lessee will obey and submit to the rules of municipal or other authority now existing or hereafter exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety convenience of the other inhabitants of the place. Any breach of such law, rules, regulations and bye-laws shall be liability solely of the Lessee.
- (c) That the Lessee will keep the demised premises and the buildings thereon all times in a state of good and substantial repairs and in sanitary condition at his own cost.

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For Swarnesh Road Estate (P) Ltd,

For Ken
Director

That the Lessee will not make or permit to be made any alteration in or additions to the said building or other erection for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and the municipal or other authority and except in accordance with the terms of such permission and plan approved by the Lessor and municipal or other authority, and in case of any deviation from such term or plan will immediately upon receipt of notice from lessor or the municipal or other authority requiring him so to do correct such deviation as aforesaid, and if the Lessee shall neglect to correct such deviation within the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor or the municipal or other authority to cause such

deviation to be corrected at the expense of the lessee which expense the lessee hereby agrees to reimburse by paying to the Lessor/municipal or other authority the amount which the Lessor/municipal or other as the case may be/shall be final and binding on the Lessee.

- (e) That the lessee will provide and maintain, at his own cost, in good repairs a properly constructed approach road or path to the satisfaction of the lessor and the municipal or other authority leading from the public road to the building to be erected on the demised premises.
- (f) That the lessee will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the residential purpose aforesaid without the previous consent in writing of the lessor and the municipal or other authority and subject to such terms and conditions as the Lessor municipal or other authority may impose and will do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be nuisance, damage, annoyance or inconvenience to the Lessor or municipal or other authority or the owners or occupiers of the other premises in the neighborhood.
- (g) That the lessee will not without the previous consent in writing of the Lessor, transfer, sublet, relinquish, mortgage or assign its interest in the demised premises or the building standing thereon or both as a whole and every such transfer, assignment, relinquishment, mortgage or subletting or both shall be subject to and the transferees or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefore, and the Lessee will in no case assign relinquish, mortgage, sublet, transfer or part with

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For Swarneem Real Estate (P) Ltd.

Jagdeep
 Director.

possession of any portion less than the whole of the demised premises or cause any sub-division thereof by metes and bounds or otherwise.

Provided that the joint possession or transfer of possession of the demised premises or any part thereof by the Lessee shall be deemed to be sub-letting for the purpose of this clause.

Provided further that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgage without possession in favour either of the State Government or the Industrial Finance Corporation of India or in favour of the U.P. Finance Corporation or Industrial Development Bank Of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshia Industrial Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Schedule Bank (including State Bank of India) to secure loan or loans advanced by any of them for setting up on demised premises the industry herein before mentioned, if the Lessee either furnished to lessor an undertaking from the financial institutions as aforesaid that entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as mortgage is created or pays the entire amount aforesaid from his own resources.

Provided further that if at any time the mortgage decides to take over, sell, lease or assign the mortgage assets in the demised premises in exercise of any right vesting in it by virtue of the deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans or under any law, for the time being in force, the sale, lease or assignment will be subject to the mutual consultation with Lessor and the financing body or bodies mentioned above.

Provided further that the lessee will so often as the said premises shall by assignment or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the pendency or the term hereby granted within two calendar months from the date of such assignment, inheritance or transfer, deliver a notice of such assignment, inheritance or transfer to the Lessor setting forth names and descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every

probate or a will or letters of administration decree, order, certificate or other document effecting or evidencing such assignment, inheritance or transfer and documents as aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is hereby covenant that failure to carry out this condition will, without prejudice to the right of

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For Swarneem Real Estate (P) Ltd,

Sar Kumar
Director.

the Lessor to determine this deed for breach of this covenant, entail a penalty of Rs. 500/- to be paid by the Lease.

- (h) That the members, directors, officers and subordinates or agents workmen and other authorised representatives of the Lessor shall have the access to the plot of land shall have the implied right and authority to enter upon the said plot of land and buildings for all reasonable purpose at all reasonable times.
- (i) That the lessee will neither make any excavation upon any part of the said land nor remove any stone, sand gravel, clay, earth or any other materials there from except so far as may be in the opinion of the Lessor, necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised and for levelling and dressing the area covered by this indenture.
- (j) That the Lessee will not erect or permit to be erected at any part of the demised premises any stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- (k) That the Lessee will not exercise his option of determining the lease and hold the Lessor responsible to make good the damages if by fire, tempest flood or violence of any army or a mob or other irresistible force, any materials part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- (l) That the Lessee shall put the demised premises to the use hereinbefore mentioned within _____ calendar months from the date of possession of the said land is handed over to him and in any case within _____ calendar months

from he date of this deed or such extended period of time as may be allowed by the Lessor in Writing in its description, provided that the extension of time for putting the building to use under this clause shall not be admissible except wherein the opinion of the Lessor the delay is caused for reasons beyond the control of Lessee.

- (m) That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises by the building or in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servants shall;

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For Swarnam Real Estate (P) Ltd.

Signature

- (i) injure or destroy any part of building or other structures contiguous or adjacent to the plot of land;

OR

- (ii) keep the foundation, tunnel or other pits on the plot of land open or exposed to weather causing any injury to contiguous or adjacent buildings,

OR

- (iii) dig any pits near the foundations of any building thereby causing any injury or damage to such buildings.

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

- (n) The lessee being an individual or sole proprietor of a firm shall not allow any person(s) as partner(s) with him without the prior written consent of the lessor.

While granting its consent as aforesaid the lessor may require the Successor in interest of the Lessee to enter into a binding contract with the lessor to abide by and faithfully carry out the terms, conditions, stipulations, provisions and agreements herein contained or such other terms & conditions as the lessor may, in its discretion, impose including the payment by the successor in interest such additional premium and/or enhance rent as the lessor may in its discretion think proper. In the event of breach of this condition the agreement shall be determined at the discretion of the Lessor.

Provided that the right to determine this agreement under this clause will not be exercised if the building to be constructed on the premises has been financed by State Government or the Industrial Financial Corporation of India or the Industrial Credit and Investment Corporation of India or the U.P. Financial Corporation or Industrial and Investment Corporation of Uttar Pradesh or Industrial Reconstruction Bank of India or any Schedule Bank (Including State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Corporation and its subsidiaries viz. National Insurance Company and trustees for debenture holders and the said financing body or bodies mentioned above decide to take over possession or sell, or lease or assign the mortgaged assets in exercise of the rights vesting in it or them by virtue of the deed or deeds executed in its or their favour by the lessee or provided herein above or under any law for the time being in force.

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For Swarneem Real Estate (P) Ltd.

Sagar K...
Director.

That the Lessor shall observe and perform the terms, conditions, stipulations and provisions contained in the said Agreement.

- (p) That it is further agreed that the lease shall stand automatically terminated if there be any change in the constitution of lessee, partnership firm or private limited company etc. as on the date of execution of this deed without prior approval in writing of the Lessor.

4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS :

- (a) Notwithstanding anything herein before contained in the Agreement herein before cited determined by the lessor or if there shall have been in the opinion of the Lessor any breach by the lessee or by any person claiming through or under him of any of the covenants or condition herein before contained and no his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers, relinquishes, mortgages or assigns any part of the demised premises less than the whole of the demised premises without the previous consent in writing of the lessor as herein before provided subject to exceptions in clause 3(i) or if the lessee fails to put the same use in the time and manner herein before provided or if the amounts due to the lessor as rent hereby reserved or any part of the premium or interest as stipulated in clause (1) shall be in arrears and unpaid for a period of 30 days after the same shall have fallen due for payment or if the lessee or the person in whom the lease hereby created shall be vested shall be adjudged insolvent or if the Lessee commits the breach of the condition contained in clause 3(g) of the deed or if this lease is determined as herein before specified, it shall be lawful for the Lessor subject to the provisions of clause 3 (n) & 3 (p) (without prejudice to any other right of action of the Lessor in respect of any breach of this deed), to re-enter without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and the upon this demise shall absolutely cease and determine and amount equal to 20% of the total premium together with outstanding interest due till date, Lease rent due & other dues, if any, shall stand forfeited to the lessor without prejudice to rights of the lessor to recover from the lessee all money that may be payable by the Lessee, hereunder with interest thereon @ 15% per annum and the lessee shall not be entitled to any compensation whatsoever.

Provided always that the lessee shall be at liberty to remove and appropriate to himself all buildings, erections and structures, if any, made by him and all materials thereof from the demised premise after paying up all dues, the premium, interest and the Lease rent upto date and

Attached Copy
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Tronica City, Lon
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For Swarnam Real Estate Co. Ltd.
[Signature]
Director.

municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the Lessor and to remove all such materials from the demised premises within three months of the date of expiration or sooner determination of the Lease as he may have himself put up and in case of failure on the Lessee's part to do so the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and the Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always that the right of re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the State Government of Industrial Finance Corporation of India or the U.P. Financial Corporation and Industrial Development Bank of India or Pradeshia Industrial and Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Schedule Bank (including the State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Company and its subsidiaries viz. National Insurance Company, New India Assurance Company, Oriental Insurance Company, United Insurance Company and trustees for debenture holders or NSIC or SIDBI and the said financing body or bodies mentioned above remedy the breach or breaches within a period of 60 days from the date of the notice issued or served by the Lessor on the said finance institution or institutions regarding the said breach or breaches.

- (b) Any losses suffered by the Lessor on a fresh grant of the demised premises for breach of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the Lessor.
- (c) All notice, consents and approvals to be given and notifications of any decision by the Lessor shall be in writing and signed on behalf of the Lessor and shall be considered as duly served if the same shall have been delivered to, left or posted even through returned unserved on account of refusal by the Lessee or otherwise howsoever) addressed to the Lessee at the usual or last known place of residence or business or office or at the plot of land demised under these presents or at the address mentioned in these presents or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land demised under these presents.

Attached Copy

 Project Officer
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 Tronica City, Loni
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 Project Officer
 U. P. S. I. D. C. LTD.
 Tronica City, Loni
 GHAZIABAD

For Swarnam Real Estate (P. Ltd.)


 Swarnam

All powers exercisable by the Lessor under this lease may be exercised by the Managing Director of U.P. State Industrial Development Corporation Limited. The Lessor may also authorise any other office or officers of the Corporation to exercise all of any of the powers exercisable by him under this lease.

Provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the function similar to those of the Managing Director.

- (e) That the Lessor and the Lessee hereby agreed that all sums due under this under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and/or maintenance charges or on any other account whatsoever shall be recoverable as arrears of land revenue.
 - (f) That the determination of this deed shall in no way prejudice or effect the right of the Lessor to recover from the Lessee any sum which the Lessor may mix on account of the damage done by the Lessor or his agent or workmen to the demised premises or which may result from faulty maintenance or carelessness in proper maintenance.
 - (g) That any relaxation or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.
 - (h) The stamp and registration charges on this deed shall be borne by the Lessee.
5. Notwithstanding any other provisions hereinbefore contained to the contrary the Lessee shall put up the whole of the property demised under these presents for the building use to the satisfaction of the lessor and the Lessor shall have the right to determine the Lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the user as aforesaid as to whether the whole of demised land has been utilised or only a portion has been used and the Lessee shall be bound by the decision of the Lessor in this regards. The Lessee hereby expressly agrees to the determination of the lease in part at the discretion of the Lessor.

Attached only
 Project Officer
 U.P.S.I.D.C. Ltd
 Tronica City, Lon
 GHAZIABAD

[Signature]
 Project Officer
 U. P. S. I. D. C. LTD.
 Tronica City, Lon
 GHAZIABAD

For Swarneem Real Estate (P) Ltd.

[Signature]
 Director.

It is further expressly agreed by the Lessee that the lease in part or as a whole for default of the provisions of this clause shall be terminable a three months notice to quit on behalf of the Lessor.

- (6) That it is hereby agreed between the parties to this deed that in case the lessee is not able to get or retain possession of the demised premises due to civil action or other legal proceedings initiated by the prior Lessee then, in that case the Lessee shall not be eligible to any reimbursement from the Lessor and shall further be liable to defend the civil action or proceedings as aforesaid at his own cost.
7. The lessee will mention in the postal address of their correspondence letter invariably the name of UPSIDC Industrial Area.
8. The lessee shall have to pay service charges @ 0.5% of the premium per annum in advance on 1st day of the April every year during lease period.

9. **POSSESSION OF LAND**

- A. That the possession of land will be delivered to the lessee after payment of 25% of the total premium, and after execution of lease deed.
- B. That the corporation shall not be responsible for any delay for not giving possession on any part of land due to matter being subjudice or due to natural calamities.

10. **CONSTRUCTION PERIOD :-**

- (i) The allottee shall be required to complete the construction of group housing pocket on the allotted plot as per approved lay out plan and get the completion certificate issued within 5 years from the date of allotment from UPSIDC. In case the lessee does not construct the group housing pocket within the time provided in the lease deed, the lease will be void and his interest in the property will come to an end, unless the lessee applies for extension and pays to the lessor the extension charges as approved by the UPSIDC from time to time. The date of execution of lease deed shall be treated as date of handing over possession of plot.

The Construction of group housing pocket on the plot shall be carried out as per conditions mentioned in the building by laws of the UPSIDA. The allottee shall obtain sanction of lay out plan/building plan from the UPSIDC before commencement of construction and obtain completion certificate after completion of construction from UPSIDC.

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GHANABAD

For Swarneem Real Estate (P) Ltd.

Director.

TRANSFER :-

- (i) That the allottee/lessee shall not be entitled to completed the transaction for sale transfer, assign or otherwise part with possession of the whole or any part of the plot/building constructed thereon before making payment of full premium of the plot to the UPSIDC. The Managing Director, UPSIDC or any authorized officer may grant such permission as per prevailing policy of the lessor. However, the lessor reserves the right to reject any transfer application without assigning any reason whatsoever. The lessee will also be required to pay the transfer charges as per policy prevailing at the time of granting such permission of transfer.
- (ii) The lessee will be permitted to transfer the flat of the built-up space on the fulfillment of the following conditions :-
 - (a) The allottee/lessee has made full payment equivalent to the flat area and one time lease rent.
 - (b) The lease deed has been executed.
 - (c) The lessee has obtained building completion certificate from UPSIDC
 - (d) The sub-lessee undertakes to put to use the premises for the residential use only.
 - (e) The lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (Pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute a sub-lease deed between lessor, lessee and proposed transferee (sub-lease). The lessee/sub-lessee shall also ensure adherence to the building regulations and directions.
- (iii) Transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, Mother/Father and vice-versa. A processing fee of Rs. 1000.00 will be payable in such case. Such request can only be considered after execution of legal documents by allottee.
- (iv) The transfer of the flat in favour of first sub-lessee shall be allowed without any transfer charges within a period of two years from the date of issue of completion certificate. However, processing fee of Rs. 1000/- shall be payable at the time of transfer/execution of sub-lease deed. After 2 years from the date of issue of completion certificate, transfer charges will be payable as per policy prevailing at the time.

12. CANCELLATION :-

The allottee/lessee shall be bound to adhere to all the terms and conditions mentioned above. In case of violation of all/any terms and conditions, the allotment shall be cancelled followed by forfeiture of deposits as mentioned, determination of lease, dispossession of plot together with building erected on it if any. The allottee shall not be entitled for any compensation in this regard and the amount forfeited will be

Handwritten: 12
Handwritten: 12
Project Officer
U.P.S.I.D.C. Ltd
Tronica City, Loni
GHAZIABAD
Project Officer
U. P. S. I. D. C. LTD.
Tronica City, Loni
GHAZIABAD

For Swarnem Real Estate (P) Ltd.

Handwritten: Saj Kumar
Director

as per rules of the Corporation prevailing at that time. The forfeited amount shall not exceed the deposits with the UPSIDC.

If the allotment/lease of the plot obtained by mis-representation, suppression of material facts, mis-statements or fraud, allotment/lease may be cancelled/determined and the possession of the plot and building thereon (if exists) may be resumed by the Managing Director UPSIDC or his/her duly authorized representative and lessee/allottee will not be entitled to any claim and compensation. Entire money deposited under all heads shall also be forfeited in favour of the UPSIDC. Besides, The UPSIDC will be at liberty to initiate legal action against such allottee/lessee/sub-lessee

13. **RESTORATION :-**

Restoration of cancelled plot may be made in exceptional circumstances with the approval of the Managing Director or any other authorized by him on payment of restoration charges as applicable at the time of restoration.

14. **MORTGAGE :-**

The allottee/lessee may, with the prior sanction of the Managing Director or any other officer authorized by him, mortgage the plot to the recognized Govt. Institution/Organisation(s) for availing loan for construction on this plot and for full payment to the UPSIDC. Lessee can make arrangements for providing loan facility for purchase of flats to prospective purchaser of flats from financial institutions/nationalized banks provided upto date payments have been made to the UPSIDC. The lessor shall have first charge towards the pending payments in respect of plot/flat allotted, lease rent, taxes or any other charges levied by the UPSIDC.

15. **INTERNAL DEVELOPMENT :-**

The allottee shall be responsible for carrying out internal development work comprising of site clearance and leveling construction of roads, footpaths, drains, culverts, street electrification and lighting, water supply, sewerage and road side plantation, horticulture, development of parks, adequate provision of parking space and any other items as may be desired by the UPSIDC according to norms and specifications prescribed from time to time.

The allottee shall prepare specification of all the internal development works and submit the same for the approval from the UPSIDC before commencement of the work.

16. **EXTERNAL DEVELOPMENT :-**

The external development such as providing approach road, drains, culverts, water supply sewerage etc. to the extent of the periphery of the allotted plot will be carried out by the UPSIDC. As regards electrical transmission/distribution lines the allottee would obtain the same from UPPCCL as per their prevailing policy.

Project Officer
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Tronica City, Loni
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Project Officer
U. P. S. I. D. C. LTD.
Tronica City, Loni
GHAZIABAD

For Swarneem Real Estate (P) Ltd.

Agar Karm
Director.

TAXES :-

The allottee/lessee/sub lessee shall be liable to pay all taxes, charges leviable from time to time to the UPSIDC or any other authority duly empowered to levy the taxes/charges for the total allotted area/dwelling units.

18. USES :-

The dwelling unit constructed on group housing pocket shall be used for residential purpose only and no other activity shall be permitted in the dwelling unit.

19. OVERRIDING POWERS OVER DORMANT PROPERTIES :-

The UPSIDC reserves the right to all mine, minerals, coal, washing gold, earth oils quarries in over or under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purposes of searching for working and obtaining, removing and enjoying the same without proding or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the UPSIDC shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation, the decision Managing Director, UPSIDC will be final and binding on the allottee/lessee.

20. SURRENDER :-

- (i) In case the allottee wishes to surrender the plot within 30 days from the date of issue of allotment letter, in that case entire earnest money will be forfeited.
- (ii) In case the applicant wishes to surrender the plot after execution of lease deed of the plot, in that case 25% of the total premium of plot, lease rent upto date with interest penalty, extension charges upto the date of dispossession will be deducted and balance amount will be refunded without any interest.

21. MAINTENANCE :-

That 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 Managing Director or any officer authorized by the Managing Director, UPSIDC will have the power to get the maintenance done through the 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/regulations of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/sub lessee. No objection on the amount spent for maintenance of the building by the lessor shall be entertained and decision of the M.D. on his/her duly authorized representative in this regard shall be final.

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Ironica City, Loni
GHAZIABAD

For Swarneem Real Estate (P) Ltd,

For Kern
Director.

MISCELLANEOUS :-

In case UPSIDC is not in a position to hand over possession of land allotted to the allottee within time mentioned in the allotment letter for any reason beyond the control of the UPSIDC, no damages/waiver of interest etc or any claim shall be admissible to the allottee from the UPSIDC. The allottee/lessee shall be free to take back deposited money and any other deposits without interest.

The allottee will be governed by the provisions of UPSIDC and any other rules/regulation framed or directions issued there under.

The Managing Director, UPSIDC reserves the right to make such additions, or modifications in the terms and conditions of the allotment from time to time as may be considered just and expedient.

In case of any clarification or interpretation regarding these terms and conditions, the decision of the Managing Director, UPSIDC shall be final and binding on allottee/lessee/sub lessee. For all disputes on any issue pertaining to reservation/allotment/lease etc. the jurisdiction of disputes will be the District Court of Ghaziabad or the High Court of Judicature and Allahabad.

That the lessee/sub lessee may sublet the building constructed over the plot for the Residential use only as specified in the Terms and Conditions.

The Allotment of plot will be made on "as is where is basis". The size of the plot announced by the UPSIDC being approximate, the bidder whose bid is accepted shall have to accept variation upto 20% either way in the area of the plot for which the bid has been offered, subject to payment or refund, as the case may be, of the amount of premium for such varied area at the auction rate. The full payment of such additional area will be made within 30 days from the date of communication.

That the lessee/sub lessee/tenant shall not display or exhibit any picture poster, statues, other articles which are repugnant to the morals or are indecent or immoral. The lessee/sub lessee/tenant shall also not display or exhibit any advertisement of placard in any part of the exterior wall of the building except which shall be constructed over the demised premises at a place specified for the purpose by the lessor in the architectural controls drawings.

23. **ALLOTMENT OF HOUSES-EXECUTION OF LEASE DEED ETC.**

A. that the allotment of houses shall be done by the lessee as per terms & condition duly approved by UPSIDC Ltd. the lessee will have to sell atleast 25% of the plots (in terms of number and area) as built-up accommodation. The company shall be allowed to start booking and accept the sale proceeds in their name from prospective buyers of houses immediately after getting the possession and on approval of layout plan.

B. That the lease of the built up premises shall be executed by UPSIDC Ltd. with the allottees of developer/builder for such lease, developer/builder shall inform the

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Tronica City, Loni
GHAZIABAD

For Swarneem Real Estate (P) Ltd.

[Signature]
Director.

corporation in writing. A tripartite lease shall be signed among corporation, developer/builder and its allottees.

24. **INSPECTION OF WORKS AND DIRECTIONS BY UPSIDC LTD.**

That in order to monitor the progress of work, UPSIDC Ltd. shall have right to inspect the development work and shall have powers to issue directions for the purposes to ensure proper quality etc.

25. **SUBLETTING THE WORK**

- a. That the firm will work as lessee of the corporation till the completion of development work.
- b. That the firm shall have no right to sublet the work.
- c. That if it would be noticed that the lessee has sublet the work the UPSIDC Ltd. shall have the right to cancel the allotment.

26. **COMPLETION CERTIFICATE**

- a. That the certificate certifying satisfactory completion of electrical works shall have to be obtained by the company from the Chief Electrical Inspector to the Government of U.P. and furnished to UPSIDC Ltd. at their own expense and cost.
- b. That the lessee shall obtain completion certificate of all works from UPSIDC Ltd.
- c. That the lessee shall obtain completion certificate from the designated officers of UPSIDC Ltd. for internal development works and shall maintain the same till these are handed over to the concerned departments/authority.
- d. That at the time of handing over of these works to respective departments deficiencies, if any, shall be rectified by the lessee at its own cost and to the satisfaction of the respective department/authority.
- e. That in case it is observed that these works are not maintained properly, UPSIDC Ltd. shall have the right to maintain the same and recover the cost by demanding the amount from the company.

27. **OTHER CONDITIONS**

- a. That the lessee shall mention specifically in the rules of registration of houses that the land has been given by the corporation on lease basis for 90 (Ninety) years and all the conditions of lease deed as fixed by corporation shall be applicable. The ultimate allottee shall have to pay the maintenance charges to the corporation as fixed by the corporation.

Attached Copy
Project Officer
U.P.S.I.D.C. Ltd
Tronica City, Loni
GHAZIABAD

Project Officer
U. P. S. I. D. C. LTD.
Tronica City, Loni
GHAZIABAD

For Swarneem Real Estate (P) Ltd.

[Signature]
Director.

- b. That the possession of the raw land shall be given to the lessee free from encumbrances with proper demarcation at site by the corporation and the corporation shall ensure that no obstruction and hindrances in carrying out the development works are created by any person.
- c. That the developer/their allottees shall be responsible to pay the additional amount if the corporation would be required to pay the same or to deposit in any court or to collector in any case/proceedings under the "Land Acquisition Act" in the process of determination of compensation.
- d. That in case a part of land is required for providing any external facility/facilities for the project the same shall have to be surrendered by the builder/developer to the corporation at the rate on which the land is being allotted to the developer/builder.
- e. All terms & conditions laid down in the letter of allotment shall form part of this lease deed.

28. ARBITRATION LEASE DEED

That all disputes, differences or any matter touching or arising out of this lease deed shall be referred to the Managing Director of the Corporation who shall have the sole right to appoint the arbitrator.

29. GENERAL

That all provisions of the notice inviting offer and the special and general terms and conditions for allotment of land as issued by the corporation shall form part and parcel of the lease deed.

30. FORCE MAJEURE

That notwithstanding any thing contained in this lease deed the terms & conditions herein shall be subject to force majeure and on account of any delay due to reasons beyond the control of company the time for performance of the obligations shall be extended for such period of delay.

31. JURISDICTION

That for deciding all the matters concerning the work in question, jurisdiction would be exclusively the courts of Ghaziabad or the High Court of Allahabad.

32. That all dues payable and recoverable in respect of this agreement shall be recoverable as description of Land arrears of land revenue under the U.P. Public Money's (Recovery of Dues) Acts, as demanded from time to time.

Project Officer
U.P.S.I.D.C. Ltd.
Tronica City, Loni
GHAZIABAD

Project Officer
U. P. S. I. D. C. LTD.
Tronica City, Loni
GHAZIABAD

For Swarneem Real Estate (P) Ltd.

Sayam
Director.



OFFICE OF THE EXECUTIVE ENGINEER
CONSTRUCTION DIVISION-III

U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.

SITE PLAN OF GROUP HOUSING IN RESIDENTIAL SECTOR C-1
TRONICA CITY, LONI, GHAZIABAD

Scale
Not to Scale

INDEX

Total Area of Group Housing 2466.00 Sqm
Including Area of 2700 sqm in Trade No. 1/1/1

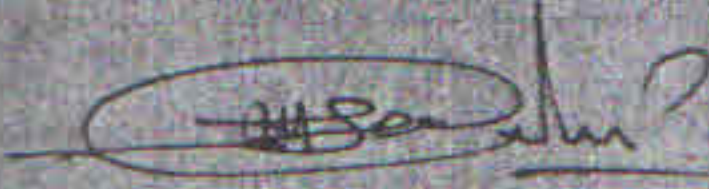
250.00 M

290.00 M

1200 M Wide Road

45.00 M Wide Road

Project Officer
U.P.S.I.D.C. LTD.
Tronica City, Loni
GHAZIABAD


SENIOR ENGINEER


ASSISTANT ENGINEER

Attended Copy

Project Officer
U.P.S.I.D.C. Ltd.
Tronica City, Loni
GHAZIABAD

Lessee shall have to adopt building bye-laws of UPSIDA regarding F.A.R. and Ground Coverage of the building.

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

For and on behalf of

U.P. State Industrial Development Corporation Ltd.

Signed by :

Attached copy
Project Officer
U.P.S.I.D.C. Ltd.
Tronica City, Loni
GHAZIABAD

Witness :

Project Officer
U. P. S. I. D. C. LTD.
Tronica City, Loni
GHAZIABAD

for and on behalf of the Lessee

Signed by :

For Swarneem Real Estate (P) Ltd.

Director.

Witness :

Panwar
Bavarn Kumar & M. Jagat Singh,
B-1/21 Yamuna Vihar Delhi
110053

Witness :

श्री गौरीशंकर
श्री गौरीशंकर S. G. G. S. सिद्ध
आमन पार्क अन्डोलो जिला (गुजरात)

