

2072/15

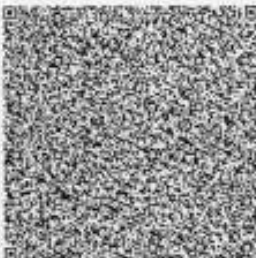


सत्यमेव जयते

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

**e-Stamp**

Certificate No. : IN-UP00988806898639N  
Certificate Issued Date : 01-Apr-2015 05:07 PM  
Account Reference : SHCIL (FI)/ upshcil01/ AGRA/ UP-AGR  
Unique Doc. Reference : SUBIN-UPUPSHCIL0101190443516832N  
Purchased by : AGRA INFRLAND DEVELOPERS PVT LTD  
Description of Document : Article 35 Lease  
Property Description : COMMERCIAL BLOCK NO. 109, SANJAY PLACE, AGRA  
Consideration Price (Rs.) : 26,46,77,889  
(Twenty Six Crore Forty Six Lakh Seventy Seven Thousand Eight Hundred And Eighty Nine only)  
First Party : AGRA DEVELOPMENT AUTHORITY  
Second Party : AGRA INFRLAND DEVELOPERS PVT LTD  
Stamp Duty Paid By : AGRA INFRLAND DEVELOPERS PVT LTD  
Stamp Duty Amount(Rs.) : 74,61,000  
(Seventy Four Lakh Sixty One Thousand only)



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

For AGRA INFRLAND DEVELOPERS PVT. LTD.



*[Signature]*  
Director



*[Signature]*

बाबू सिंह  
संयुक्त सचिव

17/4 बाबू सिंह  
संयुक्त सचिव

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(2)

E-Stamp Certificate No.- IN-UP00988806898639N

## **LEASE DEED**

THIS LEASE made on this 1st day of April, 2015 by the Agra Development Authority, constituted under the Uttar Pradesh Urban Planning and Development Act, 1973, through its Joint Secretary Shri Babu Sing (hereinafter called "the lessor") of the one part and **M/s Agra Infra Land Developers Pvt. Ltd.** through its Director Shri P.L. Sharma S/o Late Shri Ram Narayan Sharma R/o O-8, Lawyers Colony, Agra having its office at **17/2/4, First Floor, Friends Vasan Plaza, Sanjay Place, Agra.** (hereinafter called "the lessee") of the other part.

WHEREAS THE LESSOR has agreed to demise the land, hereinafter described, to the lessee and also the transfer by way of sale the AND WHEREAS the land is intended to be used for commercial purposes. AND WHEREAS as per the terms of the lease, the lessee has a right to construct eight floors, three basements as per the plan to be sanctioned by the lessor.

AND WHEREAS the lessee has bound itself to abide by the Rules and By-laws, now made or which may be made from time to time by the State Government in respect of multi-storyed buildings for various uses,

For AGRALAND DEVELOPERS PVT. LTD.



*[Signature]*  
Director

*[Signature]*

श्री प्रदीप सिंह  
संयुक्त सचिव

236,708,311.00

पट्टा विलेख

(54 वर्ष )

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प्रतिफल

मालियत

आगत वार्षिक किराया

फैम रजिस्ट्री

सक्राज व प्रति शुल्क

योग

शब्द लगभग

श्री

विनोद तिवारी वही०मु०आम बाबू सिंह संयुक्त सचिव आगरा विकास

लिपिक

व्यवसाय नौकरी

निवासी स्थायी

आवास विकास प्राधिकरण आगरा

अस्थायी पता

वे यह लेखपत्र इस कार्यालय में

दिनांक 13/5/2015

समय 2:42PM

बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अतुल कुमार सक्सेना प्र०

उप निबंधक प्रथम

सदर आगरा

13/5/2015

निष्पादन लेखपत्र बाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री विनोद तिवारी वही०मु०आम बाबू सिंह संयुक्त

सचिव आगरा विकास

लिपिक

पेशा नौकरी

निवासी आवास विकास प्राधिकरण आगरा



श्री पी०एल० शर्मा डायरेक्टर

पुत्र श्री स्व० रामनारायन शर्मा

पेशा व्यापार

निवासी ओ 8 लायर्स कालोनी आगरा



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री हरीओम

पुत्र श्री एस पी सिंह

पेशा अन्य

निवासी शहीद नगर आगरा

व श्री अजय कुमार

पुत्र श्री केशव सिंह

पेशा अन्य

निवासी खेरिया मोड आगरा

ने की।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अतुल कुमार सक्सेना प्र०

उप निबंधक प्रथम

सदर आगरा

13/5/2015

नियंत्रण भद्र माहिती के निशान अंगूठे निबन्धानुसार लिखे गये हैं।

(3)

**E-Stamp Certificate No.- IN-UP00988806898639N**

and which shall be deemed to be binding on parties hereto. AND WHEREAS the lessee has further agreed that in order to secure due and regular payment of the remaining premium, the building and construction on the demised land made by the lessee shall remain liable to the lessor.

And whereas the Lessor has executed an agreement to lease dated 20/2/2014 which is registered on 20/2/2014 at Bahi No. 1 Zild No. 8714 Page Nos. 13 to 32 Serial No. 821 in consideration of Rs. 14,28,50,000/- (Rs. Fourteen Crore Twenty Eight Lac Fifty Thousand only) and the lessee has paid stamp duty worth Rs. 1,10,67,000/- (Rs. One Crore Ten Lac Sixty Seven Thousand only) at that time which is liable to be set off. In the abovesaid lease agreement due to typing mistake lessee's name was mentioned as M/s Agra Infra Developers Pvt. Ltd. instead of M/s Agra Infra Land Developers Pvt. Ltd.

And whereas in the abovesaid lease agreement at page 9 (nine) in condition No. 22(b) it is mentioned that the expression "The Lessor" and "The Lessee" hereinbefore used shall unless such an interpretation be inconsistent with the context, included in case of the former its successors and in the case of the latter its heirs, executors administrators, representatives and assignees.

And whereas in furtherance of the abovesaid agreement of Lease the Lessor is executing this Lease Deed.

And whereas at the time of execution of the abovesaid Lease agreement the Lease Rent was 10% of the premium of registered value but by the 122<sup>nd</sup> board meeting of Agra Development Authority on dated 15/12/2014. The lease rent was resolved and ascertained as 7% on page No. 7 at item No. 8 accordingly Rs. 2,79,69,587/- (Rs. Two Crore Seventy Nine Lac Sixty Nine Thousand Five Hundred Eighty Seven only) is being paid.

FOR AGRA INFRA LAND DEVELOPERS PVT. LTD.

  
Director



बाबू सिंह  
संयुक्त सचिव

पट्टा दाता

Registration No.: 2072

Year : 2,015

Book No. : 1

0101 विनोद तिवारी वई0मु0आम बाबू सिंह संयुक्त सचिव आगरा विक्

त्रिपिक

आवास विकास प्राधिकरण आगरा

नौकरी





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**E-Stamp Certificate No.- IN-UP00988806898639N**

NOW THIS DEED WITNESSETH that in consideration of the premium of land amounting to **Rs. 23,67,08,311/-** (Rupees twenty three crore sixty seven lacs eight thousand three hundred eleven only) has been paid by the lessee to the lessor and lease rent amounting to **Rs. 2,79,69,587/-** (Rupees two crore seventy nine lacs sixty nine thousand five hundred eighty seven only) has been paid by the lessee to the lessor, the receipt whereof the lessor hereby acknowledges.

IN CONSIDERATION OF the covenants on the part of the lessee hereinafter contained, the lessor hereby demises to the lessee all that land, with all its advantages and disabilities, latent or otherwise, bearing Block No. 109/8, situated in Sanjay Place Complex of the Agra Development Authority in the city of AGRA measuring 3496.43 Sq. meters and thereon coloured red and enclosed by letters ABCD out of which area measuring 2622.32 Sq. meters the said land is being given on lease to the lessee which of the end is more particularly described in the Schedule hereto and with the boundaries thereof for greater clearness delineated on the plan annexed to this deed to hold the said land as lessee thereof for the terms of **54 years** from the date of this document except and always reserving to the lessor full rights and title of all mines and minerals in and under the demised land or any part thereof. Remaining land area measuring 874.11 Sq. meters is reserved for fire station.

AND THE PARTIES HERETO agree to abide by the conditions, stipulations and covenants set out as below :

1. THAT in the event if the lessee taking any loan for the purpose mentioned in this deed from the Bank, Life Insurance Corporation, HDFC, Punjab National Bank Housing Finance Ltd. Or the State Government or any other statutory body or other financing institution on the security of the land hereby demised the first charge shall be of the lender as aforesaid upon the condition of the second charge being of the lessor.
2. THAT the lessee will bear, pay and discharge all rates, taxes, charges and assessments of every description which are at present or may at any time in future be assessed, charged or levied upon the demised land or the buildings to be erected thereon.



बाबू सिंह  
संगत अचिह्न

पट्टा गृहीता

Registration No. : 2072

Year : 2015

Book No. : 1

0201 पी0एल0 शर्मा डायरेक्टर  
स्व0 रामनरायन शर्मा  
ओ 8 लायर्स कालोनी आगरा  
व्यापार



रजिस्ट्रार  
आगरा



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**E-Stamp Certificate No.- IN-UP00988806898639N**

3. THAT the lessee shall start construction work within a period of one year from the date of the present demise and shall complete the construction in five years but it will be the option of the lessee to construct or not to construct any of the floors from fourth to seventh as mentioned above. But if the lessee fails to finish construction within this time, then lessee will be liable to pay to the lessor an amount equal to 2% per annum or the prevailing market value as per S. 18(4-A) of the Urban Planning and Development Act, 1973, but, in any case, the total period of construction permissible to the lessee, shall not exceed 7 years, and in case of default in payment of the aforesaid amount of 2% after its lawful demand, the lessor shall be entitled to determine the lease and to re-enter on the demised land and to dispose it of in the manner deemed fit.
4. THAT the lessee will not, without the previous written sanction of the building plan by the ADA, erect or suffer to be erected any building on the demised land and will not without lessor's permission make any alteration in the said building. In case of deviation in the building and after written notice from the lessor, the lessee neglects to correct such deviation for a space of one calendar month after the date of receipt of such notice, it shall be lawful for the lessor to correct the same and recover its costs from the lessee and in case of dispute thereto, the decision of the chairman of the lessor as to the amount of the cost shall be final and binding on the lessee.
5. THAT the lessee shall at all times repair, support and keep in good and substantial condition and repair as directed by the lessor the building and services both externally and also the walls, roof spaces, watermains, electric installations, telephone circulation, sewers, drains, rails, gates, fences, fixtures and stairs of or connected with same.



बाबू सिंह  
संयुक्त सचिव

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6. THAT the lessee will permit the lessor its agents at all reasonable times of the day to enter into and upon and view the condition of the building and to give notice in writing to the lessee of any defects or want of repairs and maintenance, which the lessee will, within three calendar months after such notice, repair and amend accordingly.
7. THAT the lessee shall not do or omit to do any act in respect of the demised land and the building erected thereupon, where such act or omission is likely to affect prejudicially the value of the said land or the building.
8. THAT the lessee shall not any time use or permit to be used the premises on the demised land or any part of the building thereon for any obnoxious or for religious purpose.
9. THAT the lessee shall not without execution of the lease deed and without raising construction upon the demised land transfer, sublet, relinquish, mortgage (except in favour of the institutions mentioned above), assign its rights in the land or any part thereof, for the full terms of 54 years of any part thereof without the previous consent in writing of the lessor, and as far as building to be erected thereupon is concerned, it shall not transferred without provision of services, comprising stairs, water supply and sewers, drainage, electrification etc. according to reasonable standards and until all the arrears of premium in respect to the said land without interest due thereon is paid and that if the lessee or its assignee or transferee makes any assignment or transfer without first paying of all the arrears of premium due from the lessee to the lessor, then such assignment or transfer, shall be deemed to be void and inoperative and in case of permitted assignment or transfer, the lessee shall also be liable for all payments to be made and outstanding against the lessee at the time of such assignment



बाबू मिश्र  
संयुक्त सचिव

(7)

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or transfer and all covenants to be performed in pursuance of these presents.

10. THAT the lessee shall permit the sub-lessee, assignees and/or transferees to use the public utility services such as stairs, w.c., toilets, veranda and corridors without any charge or tax or rent etc. but maintenance charges may be taken by the lessee from them.
11. THAT the lessee his/their assignee(s) or transferee(s) will not without completion of the construction work and the services provided transfer the demised land or part thereof or parcel out it or transfer the same to different person(s) by making plots.
12. THAT the lessee would peaceably surrender and yield up to the Lessor the demised land with building thereupon on the expiration or sooner on determination of the lease terms as contemplated above and that the lessor may, on the expiry of the or otherwise subject of course to the other condition of this lease deed. Term, either take the building upon a valuation to be agreed between the parties hereto or the lessee will have a rights to remove building/ salvage within two months of the expiration of the said term or of the receipt of the notice.
13. THAT in case the demised land or any part thereof shall, by assignment or death or operation of law or otherwise, become assigned, inherited or transferred during of the term hereby granted, the lessee and/or assignee/legal representative within one calendar month from the date of such assignment, inheritance or transfer intimate the lessor setting out the names and description of the parties to such assignment and the particulars and effects thereof together with every assignment and every probate of will or letters of administration, decree, order, certificate or other document affecting or evidencing such assignment, inheritance

*[Handwritten signature]*



*[Handwritten signature]*

बालू मिश्रा  
संयुक्त सचिव

**E-Stamp Certificate No.- IN-UP00988806898639N**

or transfer and it is hereby covenanted that failure to carry out this condition will entail a penalty of Rs. 500/- to be paid by the lessee to lessor.

14. THAT all such rules of bye-laws made from time to time by the lessor or Agra Nagar Nigam or competent authority, being incidental to possession of immovable properties or the health shall be binding on the lessee.
15. THAT the terms, conditions, covenants and stipulations mentioned in the Booklet pertaining to Sanjay Place commercial scheme Block No.-109 pertaining to terms of auction of the Allotment shall be binding upon the lessee.
16. THAT upon breach of the terms and conditions of the Allotment Letters dated 02-09-2013 and 27-12-2013 and terms and the conditions of the auction, the lessor shall be competent to terminate the Lease as per provisions of the law.
17. THAT the lessee shall construct Fire station as per terms and the conditions of auction pertaining to Block No-109 and shall handover the same to the lessor Agra Development Authority, Agra.
18. THAT although corner fee is not being charged presently from the lessee yet in case any corner fee is decided to be charged at a later stage by any order on all the blocks pertaining to Sanjay Place Scheme, the same shall be chargeable on Block NO-109 as well and the lessee shall be bound to pay the same.
19. AND IT IS HEREBY AGREED between the parties hereto that :
  - (a) Every notice requiring to be served hereunder shall be deemed to have been sufficiently served upon the lessee if the same is left on the demised land and any decision of the Vice Chairman, Secretary or any other officer of the lessor shall be sufficient evidence of such decision and





बाबू सिंह  
संयोजक अधिकारी

(9)

**E-Stamp Certificate No.- IN-UP00988806898639N**

- (b) All costs, expenses, incidental to the execution and registration of this deed are payable by the lessee. PROVEDED ALWAYS that the expression "the lessor" and "the lessee" hereinbefore used shall, unless such an interpretation be inconsistent with the context, included in case of the former its successors and in the case of the latter, its heirs, executors, administrators, representatives and assignees.

**SCHEDULE**

Land bearing Block No.-109 marked by letters A B C D in the annexed plan in RED colour situated in Sanjay Place Commercial Complex, Agra, out of which area measuring 2622.32 Sq mtrs for Commercial cum Hotel and bounded as below:

NORTH : Road & Block 119/8

SOUTH : Road 'F'

EAST : Fire station

WEST : Road 'F'



बाबू सिंह  
संयुक्त सचिव



**E-Stamp Certificate No.- IN-UP00988806898639N**

**IN WITNESS** whereof Shri Babu Sing, Joint Secretary Agra Development Authority acting on behalf and under authority of the lessor n this behalf and Shri P.L. Sharma being the Director of and M/s Agra Infra Land Developers Pvt. Ltd. Have signed this deed hereunder on the day and year above written in presence of the following witnesses.

LESSOR  
बाबू सिंह  
संयुक्त सचिव

LESSEE



**WITNESSES :-**

1. Shri Hariom S/o Shri S.P. Singh  
R/o Shaheed Nagar, Agra

2. Shri Ajay Kumar S/o Shri Keshav Singh  
R/o Kheria Moad, Agra



आज दिनांक 13/05/2015 को

वही सं. 1 जिल्द सं. 9285

पृष्ठ सं. 99 से 120 पर क्रमांक 2072

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अतुल कुमार सक्सेना प्र०

उप निबंधक प्रथम

सदर आगरा

13/5/2015



# AGRA DEVELOPMENT AUTHORITY, AGRA.

SITE PLAN OF BLOCK NO. - 109

AT SANJAY PLACE COMMERCIAL COMPLEX, AGRA.

BLOCK AREA = 3496.43 m<sup>2</sup> (BLOCK SHOWN AS A B C D BY RED COLOR)  
(AREA FOR FIRE STATION = 874.11m<sup>2</sup>)  
(AREA FOR COMMERCIAL CUM HOTEL = 2622.32m<sup>2</sup>)

LAND USE = FIRE STATION & COMMERCIAL CUM HOTEL

REMARKS = ONLY  $\frac{1}{4}$  OF BLOCK AREA SHALL BE TRANSFERRED TO LESSEE,  
REMAINING  $\frac{3}{4}$  OF THE AREA SHALL BE USED FOR FIRE STATION AS PER AUCTION CONDITIONS.

BOUNDARY :-

NORTH:- ROAD 'F'

SOUTH:- ROAD 'F'

EAST:- UDHYAN VIBHAG

WEST:- ROAD 'F'



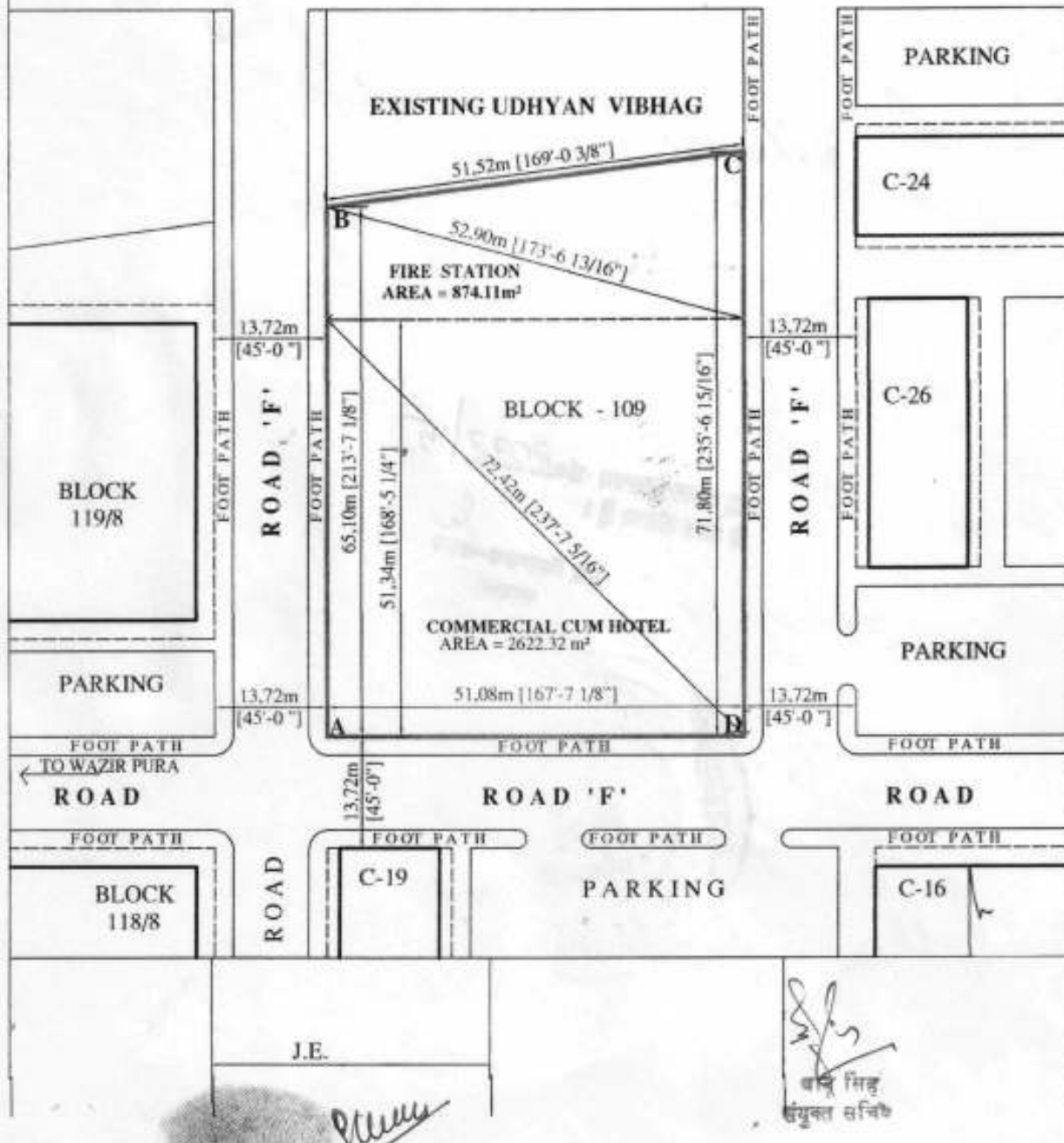
TO ST. PETER COLLEGE



TO PALIWAL PARK



24.38m (80' 0") WIDE ROAD



2072/15  
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 २०७२/१५

