

2 23590 1000000000

2010-01-01



# उत्तर प्रदेश UTTAR PRADESH

## Chief Secretary, 2011-12

CU 283449

**LEASE DEED**

This Deed of Lease is made on this 22 day of Dec., 2015

### Between

Between  
**Ghaziabad Development Authority, Ghaziabad** through its Sh. Raj Kumar Mittal,  
..... (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 50, Friends Colony East, New Delhi 110065, through Shri Brijesh Bisht (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.

राज कुमार मित्रल  
तत्कृतिसदार

ଶ୍ରୀ କୃତ୍ୟାମ ପଦକାଳିତ୍ରୈତ୍ୟ ଅନ୍ତର୍ବାଦୀ ଚାରି



WHEREAS the Government of Uttar Pradesh (hereinafter referred to as "The Government) vide Order No. 375/8-3-2011-42एलए०/2010 Lucknow dated 10/03/2011 acquired land admeasuring 37.4949 acres of Village Duryai, Tehsil Dadri, District Gautam Budh 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. 375/8-3-2011-42एलए०/2010 Lucknow dated 10/03/2011 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs 16.63,67,300/- (Rupees Sixteen Crore Sixty Three Lac sixty seven thousand three hundred only) and the annual rent of Rs. 1000/- per hect. (Rupees One Thousand 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:**

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, an amended MoU 17.03.09 and revised MoU dated 17.02.10 (hereinafter referred to as "MoU").
2. The Lessor is the lawful owner of land admeasuring 37.4949 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 (delineated and marked in red) as shown in the Map is attached hereto as SCHEDULE-I.

राज. क. अर. फिल्म  
व्हीडियो  
गोपनीय विवरण



पट्टा विलेल (90 चर्चा )  
 1,365,870.00 12,000.00 20,000.00 60 20,060.00 18  
 प्रतिफल मालियन अमान वार्षिक किराया फैल गैजस्ट्री नकल व प्रति शुल्क योग प्रदर्शन की संख्या  
 श्री मै ० उपल बद्दा हाईटेक ड्यूल० प्रा० लि० द्वारा विजेश विल  
 पुत्र श्री डी०एस० विल  
 अवासान अन्य  
 निवासी स्थायी ६० फ्लॅट फालोनी ईस्ट न्यू दिल्ली  
 अमायी पता  
 ने यह लेखन पत्र इस कार्यालय में दिनांक 28/12/2015 बन्द 4:36PM  
 द्वारा निवन्धन हेतु पेश किया।

  
 रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नरेन्द्र कुमार जैसल  
 उप निवन्धक दादरी  
 दादरी  
 28/12/2015

निपादन लंबपटा याद बुनो व अनजाने प्रजमन व प्राप्त धनराशि व. प्रलयानुसार उक्त  
 पट्टा दाता।  
 पट्टा गृहीता

  
 श्री मै ० उपल बद्दा हाईटेक ड्यूल० प्रा० लि० द्वारा  
 विजेश विल  
 पुत्र श्री डी०एस० विल  
 पेशा अन्य  
 निवासी ६० फ्लॅट कालोनी ईस्ट न्यू दिल्ली

ने निपादन स्वीकार किया।

निवासी पट्टावान पुनीत कुमार  
 राजपाल चिह्न

  
 पेशा अन्य

निवासी प्लॉट नं० ७५७ कालीपुरा एन०ए० २४ गाजियाबाद  
 व शोभेश ईर्ष्यर सिंह

  
 पेशा अन्य

निवासी शुभ वयाना भारती गाजियाबाद  
 ने की।

प्रकाश भद्र भाड्यो के निवास अभिन्न नियमानुसार लिये रखे हैं।

  
 रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नरेन्द्र कुमार जैसल  
 उप निवन्धक दादरी  
 दादरी  
 28/12/2015

3.

3. In future, If the rate of compensation of acquired land is increased by government or by any court of law. The lessee will be liable to pay increased amount of the compensation.

4. In consideration of the payment of the premium amount of LAND Rs. 16,69,14,000/- and the lease rent of Rs 13,65,870/- hereunder reserved and of the covenants and conditions on the part of the Lessee 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 as period of 90 years.

5. 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.

6. During the term of the lease, 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 ..... Dec ..... 2015. The Lessee has paid to the Lessor for 15.174 Hectare of land falling in Duryai Village of Tehsil Dadri, Distt. Gautam Budh Nagar. (U.P.) as per SCHEDULE-I which includes 15.174 Hectare of the LAND, a premium amount of Rs. 16,63,67,300/- towards resumption / acquisition cost of the LAND through Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges.

SI.No.	Pay Order No.	Date	Amount (Rs.)	Drawn on
1.	038335	19.03.10	33168500.00	
2.	042921	18.11.10	105573734.00	
3.	043459	22.12.10	13762820.00	
4.	045905	07.05.11	33382800.00	
<b>Total</b>				<b>185887854.00</b>

Although final rate of lease rent has not been decided yet and the reference is pending at the Government level. Whenever final rate of lease rent

राज कुमार मित्तल  
लहरी नदी  
गांधीजी नदी नदीकरण



पंद्रा दाता

Registration No.: 23798

Year: 2,015

Book No.: 1

0101 गाजियाबाद डेवल0जणोरटी द्वारा राजकुमार मित्तल तहसीलदार

अ-य

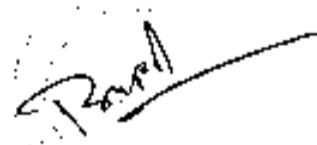


4.

will be decided by the Government or the Authority, the lessee shall pay all the due amount of lease rent.

7. 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.
8. 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.
9. 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 mean any encumbrance such as mortgage, charge,

महाराष्ट्र विकास निधि विभाग  
मुख्यमंत्री कार्यालय  
मुख्यमंत्री कार्यालय



पट्टा गृहीता

Registration No.: 23798

Year: 2015

Page No.:

0201 मैं D उप्पल धवडा हाईटेक डवल० पाठ० लिं० हारा विलेश विठ्ठल  
डॉ० राज० विठ्ठल  
(D. उप्पल धवडा हाईटेक डवल० पाठ० लिं० हारा विलेश विठ्ठल)



5.

pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.

10. 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.

11. 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.

12. That the Lessor in consultation with the Lessee may make such amendments, additions and alterations or modifications in these terms and conditions as may

राज कुमार मितल  
दहरीदार  
नाडियाबाद लिकान अधिकारण

गवाह

Registration No.: 23798

Year: 2015

Book No.: ]

W1 पुरीत रुमार



राजशत सिंह

प्लाट नं0 757 काजीपुरा एन0एच0 24 गाजियाबाद

अन्य



W2 योगेश



ईश्वर सिंह

गाम बथाना लासना गाजियाबाद

अन्य



be mutually agreed between Lessor and the Lessee with the prior approval of Housing and Urban Planning Department, Government of U.P.

13. 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.
14. 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.

राज द्वारा दिलाई  
प्रदान कराये  
राजस्वालय (प्रिवेट) लिमिटेड



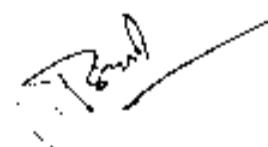


17. That the power exercisable by the Lessor under and in accordance with the terms of Lease Deed may be exercised by such other officer as the Lessor may authorize in this behalf. A copy of such authorization shall be handed over by the Lessor to the Lessee immediately upon such authorization.
18. The 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.)

7/2/2012  
10:10 AM  
17/07/2012  
10:10 AM





(b) Notices to the Lessee, to: Shri Brijesh Bisht

Uppal Chadha Hi-Tech Developers Pvt. Ltd.,  
60, Friends Colony East, New Delhi-110065,

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.

**SCHEDULE**  
**DETAILS OF THE LAND**

Name of Village	Gata No.	Areas (In Acres)
Village Duryar		
Pargana DADRI	Annex Schedule -1 attached	37.4949
Tehsil DADRI		
District Goutam Buddha Nagaur		

*[Handwritten signatures and initials are present below the table]*



१.

The land of khasra no. 190, 332, and 334 are part of writ petition no. 7836/2015 Devi Singh versus State of U.P & others. If Hon'ble High court passes any order regarding these khasras. The order will be obeyed by lessee.

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

राज अर्जुन चौल  
कृष्ण  
गोपनी चौल

For and on behalf of the lessor

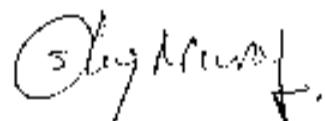


Witness: 1. Puneet Kumar & Sh. Rajpal Singh.  
Plot No. 757, Kajipura N.H. 24  
Ghaziabad (U.P)

2. Yashash & Sh. Ishwar Singh  
Village- Bayani, P.O. Dash9  
Ghaziabad (U.P)

(Name and Address)

(Name and Address)



आज दिनांक 28/12/2015 को  
वही सं 1 जिल्हा सं 8990  
पृष्ठ सं 313 से 330 पर क्रमांक 23798  
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नरेन्द्र कुमार जैसल  
उप निवन्धक दादरी  
दादरी  
28/12/2015

## अनुसूची

जिला	परगना	भौजा	खसरा सं०	रक्वा (हेक्टेयर में)
गौप्तवाड़नगर	दादरी	दुरवाई	3	0.594
			4	0.847
			5	0.585
			6	0.519
			7	0.582
			9	0.670
			10	0.847
			13	0.519
			14	0.847
			15	0.594
			16	1.265
			123	0.093
			127मि	0.506
			129 मि	4.000
			135मि	0.188
			141	0.089
			144	0.134
			154	0.054
			181मि	0.268
			190	0.096
			193	0.235
			205	0.226
			207	0.305
			209	0.0990
			332	0.065
			334	0.104
			343	0.460
			345	0.383
			योग	15.174
			एकड	37.4949

राज अमृत देल्ली  
प्रमुख  
गोपनीय विधायक  
गोपनीय विधायक

25/1

