

1-19563

भारतीय गैर न्यायिक

बीस रुपये

Rs. 20

रु. 20

TWENTY
RUPI



JUDICIAL

1588 1/388

Stamp Duty / Fee in Cash Certificate in favor of *M/S J.R.K. Developers Pvt. Ltd.*
 B-21/222, Sector-10, Noida
 in Pursuance of the order of the Collector
 in *1982/83* & *1983/84* passed under
 section 20-A of the Stamp Act, 1918 for the sum
 of an amount of *Rs. 1,56,100.300/-* one crore fifty six lac 10 thousand and 30 paise.

forwards Rs. 100/-
 has been paid in Cash as stamp Duty in respect
 of 9th certificate of the State Bank of India
 for the year ending *31/12/81*
 by Cheque No. *1009/002* dated *2/1/81*
 a Copy of which is enclosed herewith.

102205/2011 *6/1/81*

Official Charge
 District
 11/1/81

This stamp sheet of Rs. 1,56,100.300/- is attached
 to the Lease Deed executed between U.P. State
 Industrial Development Corporation Ltd. and M/s.
 J.R.K. Developers (P) Ltd. for 90 years at a
 rental value of Rs. 27,98,260/- for one year with a
 premium of Rs. 27,98,15,999.20 regarding Group
 Housing Plot No. HRA-10 in UPSIDC Housing Sector
 Sarajpur Site-C (Extension), Phase-B, Distt. -
 Gautambudh Nagar (U.P.)

LESSOR

LESSEE

[Signature]
 13/1/81
 District
 11/1/81

[Signature]

2003-04

विद्यार्थी नाम: _____

10 OCT 2011

श्री. वि. वि.

★ कोषगत/गैरकोषगत नाम A

10/10/2011
T. H. S. Development P. No.
T. H. S. Development

LEASE-DEED (GROUP HOUSING PLOT)

Industrial Township at Housing Sector Surajpur Site-C (Extension), Phase-II.

Distt. - Gautambudh Nagar.

Group Housing Plot No. _____ HRA-10 _____

THIS LEASE DEED made on the 15th day of October in the year Two Thousand and Eleven 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, Lakhapur, 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

Ms. JBK DEVELOPERS PVT. LTD. a Company within the meaning of the company Act 1956 and having its Registered Office at 99 Patparganj, DELHI-110 091 through its Director, Shri Manoj Kumar Chaudhary aged about 36 years S/o Sri Chhitar Singh Rao B-30, Sector-Gamma, GREATER NOIDA (hereinafter called the 'Lessee' which expression shall, unless the context does not so admit, include his heirs, executors administrators, representatives and permitted assigns/successors and permitted assigns) of the Other Part.

WHEREAS the Government of 'Uttar Pradesh' (hereinafter called the State Government) has acquired land of Village-Gulistanpur, Tehsil Sadar Distt. Gautambudh Nagar, 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/Block/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 carvans


Registered Director
U.P. State Industrial Development Corporation Ltd.
Kanpur


For JBK Developers Pvt Ltd.

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 35,154.02 Sq. Mtrs. @ Rs. 7,960.00 per Sq. Mtr. of the total area of construction of Residential Township on lease hold basis for 90 years on "As is Where is basis".

WHEREAS U. P. State Industrial Development Corporation Ltd. vide its letter No 740-41 dated 25.05.2011 has communicated its acceptance of price bid submitting by the Lessee for allotment of 35,154.02 Sq. Mtrs. land @ Rs. 7,960.00 per Sq. Mtr.

WHEREAS the Lessee in response to the aforesaid letter of U. P. State Industrial Development Corporation Ltd. has deposited an amount of Rs. 5,59,65,606.00 (Rupees Five Crores Fifty Nine Lacs Sixty Five Thousand Six Hundred Six only) including Earnest Money of Rs.50,00,000.00 already deposited with the price bid.

AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that M/s. JBK DEVELOPERS PVT. LTD. having its Registered Office at 99, Patparganj, DELHI-110 091 shall solely develop the project on the demarcated/sub-divided Residential / Group Housing Plot No. HRA - 10, Housing Sector Surajpur Site-C' (Extension), Phase-II, Greater Noida and lessee shareholding shall remain unchanged till the occupancy/ completion certificate of the project is obtained from the Lessor. However, the Lessee will be allowed to Transfer/Sell up to 09% of its shareholding, subject to the conditions that the original Shareholders as indicated above (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding till the temporary occupancy/ completion certificate of the project is obtained from the

For Lessor


 Authorized Signatory
 U.P. State Industrial Development Corp. Ltd.

For JBK Developer


 For JBK Developer

पुस्तक याता

Registration No. 19563

Year: 2011

Book No. 1

0101 अकबर अली प्रतिनिधि कुंभीरएलओआरओडीओसीओ द्वारा सुरेश क

कुंभीरएलओआरओडीओसीओ सेटल लेएक
करी



And it has been represented to the lessor that lessee shall solely develop the project on the demarcated Residential/Group Housing Plot No. HRA - 10, Housing Sector Surajpur Site-C (Extension), Phase-II, Greater Noida measuring an area 35,154.02 Sq. Mtrs.

AND WHEREAS the Lessee has paid to the Lessor Lease Rent for One Year, which comes to be Rs. 27,98,260.00 (Rupees Ten Lacs Eighty Nine Thousand Four Hundred Twenty Eight and Paise Paise Twenty only) (paid) towards rent of lease for a period of One Year, as per Clause - F (i) of the Allotment Letter No. 3874-76 dated 02.08.2011.

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

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

1. In Consideration of the payment of the Lessee of the provisional premium of Rs. 5,59,65,606.00 (Rupees Five Crores Fifty Nine Lacs Sixty Five Thousand Six Hundred Six only) for land, the receipt whereof the Lessor hereby acknowledge and of the balance amount of provisional premium of Rs. 22,38,60,393.20 (Rupees Twenty Two Crores Thirty Eight Lacs Sixty Thousand Three Hundred Ninety Three and paise Twenty only) for land to be paid in Ten Half Yearly Equal Installments alongwith interest @ 14% per annum on the total outstanding premium of the land from time to time as follows.


Rajesh Kumar
D.P. State Industrial Development Corp. Ltd
Partners

For JBK Developers Pvt Ltd


Authorized Person

पट्टा गृहीता

Registration No : 19563

Year: 2,011

Book No. : 1

0201 श्री जे.डी.के. इन्वेलॉपर्स प्राइवेट लिमिटेड द्वारा मनोज कुमार चौधरी
द्वारा दिए
₹-30 (तीन) सौ रुपये के दो चेक
प्रमाण



1.	Rs. 2,23,86,393.20	Dated 01.01.2014
2.	Rs. 2,23,86,000.00	Dated 01.07.2014
3.	Rs. 2,23,86,000.00	Dated 01.01.2015
4.	Rs. 2,23,86,000.00	Dated 01.07.2015
5.	Rs. 2,23,86,000.00	Dated 01.01.2016
6.	Rs. 2,23,86,000.00	Dated 01.07.2016
7.	Rs. 2,23,86,000.00	Dated 01.01.2017
8.	Rs. 2,23,86,000.00	Dated 01.07.2017
9.	Rs. 2,23,86,000.00	Dated 01.01.2018
10.	Rs. 2,23,86,000.00	Dated 01.07.2018

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

NOTES:

- (1) A moratorium of 24 months from the date of allotment shall be allowed for payment of Premium. During this period, interest on the balance premium of the plot shall be payable half yearly on the 1st day of January and 1st day of July each year. The first of such payment of interest shall fall due for payment on 1st January, 2012.
- (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 3874-76/SIDC/RMS-SRI-113 (D) SRI Plot No. HRA-10 dated 02.08.2011.
- (3) The payments made by the Lessee will always be first adjust towards the interest due, if any and thereafter towards the premium if any and the

Signature
 Date: 07.01.18

For JRC

Signature

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 No. HRA-10 situated within the Industrial Township at Housing Sector Surajpur Site-C (Extension), Phase-II Situated in Village-Gulistanpur, Pargana/Tehsil-Sadar, District-Gautambudh Nagar containing by admeasurements 35.154.02 Sq. Mtrs. be the same a little more or less, and described above and bounded

- On or towards the North by - Green Belt
- On or towards the South by - 24.00 M wide Road No. 1
- On or towards the East by - 18.00 M wide Road No. 4
- On or towards the West by - 18.00 M wide Road No. 3

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 as the demised premises") into the Lease for the term of ninety years from 2nd day of August, 2011 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 or 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 14% per annum


Rajendra Kumar
C.E.O. State Industrial Development Corp. Ltd.

For JER Development Pvt. Ltd.



Provided further that the recover of the principal and interest at the above rate 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 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 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.

2(a)(ii) The provisional premium mentioned in clause i include 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

For JBK Daveling

M. S. Daveling

(d) 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) The Lessee will keep the demised premises and the building thereon all times in a state of good and substantial repairs and in sanitary condition at his own cost.
- (d) That the Lessee will not make or permit to be made any alteration in or additional 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

For JBK Developers Pvt. Ltd

[Signature]
S.P. ...
...

[Signature]
Authorised

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 terms 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 repair 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.


Regional Manager
S.P. Development Corporation Ltd.

For JBK Development Ltd.



(2) 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 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 subletting 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 Pradeshya 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 loan 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.


 Regional Manager
 I.C.D. Area Industrial Development Corp. Ltd.
 Lucknow

For JBK Developers Pvt. Ltd.


 Author

Provided further that if at any time the mortgagee to take over all 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 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 the Lessor to determine this deed for breach of this covenant entail a penalty of Rs. 500/- to be paid by the Lessee.

- (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


 Regional Manager
 H. R. K. Industrial Development Corp. Ltd.

For JBK Developers Pvt. Ltd.


 4/1/2020

the purpose of forming the foundations of the building and compound wall, and executing the works authorized and for leveling 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 (Seven Years) 84 Calendar months from the date of possession of the said land is handed over to him and any case within (Seven Years) 84 Calendar months calendar months from the 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 execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servants shall
- (i) injure or destroy any part of building or other structures contiguous or adjacent to the plot of land.

For JBK Developers Pvt. Ltd.

M. S. B. S.
Authorized

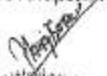
Nationalised/Schedule Bank (including State Bank of India and its subsidiaries) and the said financing body or bodies mentioned above shall take over possession or sell, or lease or assign the mortgaged assets, in exercise of the rights vesting in it or them by virtue of the deed or deeds executed in its or their favour by the lessee or provided herein above or under any law for the time being in force.

- (o) 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.

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 on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers or 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 2(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


 M. S. Prasad
 Director
 J.B.K. Developers
 Hyderabad

For J.B.K. Developers

 M. S. Prasad
 Director

part of the premium or interest as stipulated in clause(l) 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 (q) (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 @14% 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 all 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 or any money paid by

[Signature]
 Director
 J.B.K. Developers (Pvt.) Ltd.
 127, Anna Salai, Chennai - 600 002

For J.B.K. Developers (Pvt.) Ltd.
[Signature]
 Authorized Signatory

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 Project 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 Pradeshya Industrial and Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Nationalised/Schedule Bank (including the State Bank of India and its subsidiaries) 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.

(d) All power exercisable by the Lessor under this lease may be exercised by the Managing Director of D. P. State Industrial Development Corporation Limited. The Lessor may also authorize any other Office or Officers of the Corporation to exercise all or any of the power exercisable by him under this lease.

Provided that the expression of Managing Director shall include the Managing Director for the time being or any 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 deed from the Lessee on account of premium, rent, interest of damages for use and occupation or service and for 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 Lessor to recover from the lessee any sum which the Lessor may pay 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 maintenance.

(g) That any relaxation or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal 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 this presents for the building use to the satisfaction of the lessor and the lessor shall

[Signature]
Regional Manager
D.P. State Ind. Dev. Corp.
Bhopal

... Corp. Ltd

For JBX Developers
[Signature]
... ..

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 provisions. The decision of the Lessor shall be binding with regard to the extent of the area as aforesaid as to whether the whole of demised land has been utilized 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.

It is further expressly agreed by the lessee that the lease in part or a whole for default of the provision 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. PAYMENT OF LEASE RENT :

In addition to the premium of plot, the Lessee shall have to pay yearly Lease Rent in the manner given below :

- (i) The lease rent will be 1% of the plot premium for the first 10 years of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10% years i.e. 10 times of the prevailing lease rent

- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter every year, on or before the last date of previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to interest @ 14% per annum on the defaulted amount for the defaulted period.
- (v) The allottee/lessee has the option to pay lease rent equivalent to 11 years of the rate of lease rent prevailing at that time, as "One Time Lease Rent" unless the UPSIDC Ltd. Decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Option.

9. POSSESSION OF LAND :

- (1) Possession of allotted land will be handed over to the Lessee after execution and registration of Lease Deed. Possession of part of land shall not be allowed.
- (2) Execution and registration of Lease Deed can be done only after a minimum payment of 20% of the total premium and payment of one year lease rent in advance.
- (3) The Lessee will be authorized to develop and market the Flats/Plots only after the lawful possession of the allotted plot is taken over.

10. CONSTRUCTION PERIOD :

- (1) The allottee shall be required to complete the construction of Group Housing on the allotted plot as per approved layout plan and get the completion certificate issued in maximum 5 phases within a period of 07 years from the

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date of execution of Lease Deed. The Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get completion certificate of the first phase accordingly issued from the UPSIDC Ltd. Within a period of three years from the date of execution of lease deed.

In case of plotted development, the final purchaser/sub-lessee of plot shall have to obtain completion certificate from the Corporation within the period 5 years from the date of execution of lease deed.

- (ii) The process of allowing 1% of the total permissible FAR for convenient shopping on a Group Housing Plot (instead of present 0.75% of the total plot area) in Greater Noida Authority is in progress. This increase shall be allowed on the plots to be allotted under this Scheme but the maps for the same shall be approved by the UPSIDC Ltd. Only after approval of the State Government to this amendment.
- (iii) Although External Development works as required has been carried out up to the allotted plot including construction of approach Road, Drains, Culverts, Electricity Distribution/ Transmission lines, Water Supply, Sewerage etc. will be provided by the Lessor/ Corporation. All the expenses as may be required to connect these services with the internal system of services of the Plot shall be incurred by the Lessee.
- (iv) Without prejudice to the Corporation's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under :
- For First year the TEF shall be 4% of the total premium.
 - For Second year the TEF shall be 6% of the total premium.
 - For Third year the TEF shall be 8% of the total premium.
- Extension for more than three years, normally will not be permitted

- (v) In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/lease deed in the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
- (vi) There shall be total liberty at the part of allottee/ lessee to decide the size of the flats/plots or to decide the ratio of the area for flatted/plotted development. The FAR earmarked for Commercial use would be admissible but the allottee/ lessee may utilize the same for the residential use as per their convenience.
- (vii) The allottee / lessee may implement the project in maximum 5 Phases and the occupancy certificate/ completion certificate shall be issued by the authority phase wise accordingly enabling metro to do phase-wise marketing.

11. TRANSFER OF PLOTS :

- (j) That the Allottee/Lessee shall not be entitled to completed the transaction for sale transfer, assigns 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.
- (k) However, individual flat/building constructed thereon will be transferable with prior approval of the Corporation as per following conditions :


U.P. State Industrial Development Corp., Ltd.

For JBK Developers Pvt. Ltd.


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- (i) The dues of UPSIDC towards cost of land shall be paid in accordance with Payment Schedule specified in the Lease Deed before executing of Sub-lease Deed of the flat/building constructed thereon.
- (ii) The lease deed have been executed.
- (iii) Transfer of flat/building constructed thereon will be allowed only after obtaining completion certificate for respective phase by Lessee.
- (iv) The sub-lessee undertakes to put to use the premises for the residential use only.
- (v) The lessee has obtained building completion certificate from UPSIDC.
- (vi) First sale/transfer of a flat to an allottee shall be through a Sub-lease Deed/Lease Deed to be executed on the request of the Lessee to the Corporation in writing.
- (vii) No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Corporation.
- (viii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

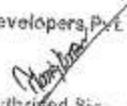
12. CANCELLATION LEASE DEED :

In addition to the other specific clauses relating to cancellation, the Authority Lessor, as the case may be, will be free to exercise its right of cancellation of lease/allotment in the case of:

- i) Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.
- ii) Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
- iii) Default on the part of the applicant/allottee/lessee for breach/violation of terms and conditions of registration/allotment/lease and or non-deposit of allotment amount.


Regional Manager
D.P. State Industrial Development Corp. Ltd
Gurgaon.

For JBK Developers Pvt. Ltd


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- iv) If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Corporation with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Corporation and no separate notice shall be given in this regard.
- v) If the allotment is cancelled on the ground mentioned in para 12(i) above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Corporation and no claim whatsoever shall be entertained in this regard.

13. RESTORATION :

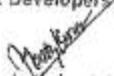
Restoration of cancelled plot may be made in exceptional circumstances with the approval of the Managing Director or any other authorized by him on payment of restoration charges as applicable at the time of restoration.

14. MORTGAGE :

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/Sub-lessee(s) should have valid time period for constructions as per terms of the lease deed/Sub-lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.


Regional Manager
K.S. State Industrial Development Corp. Ltd.
Bangalore

For JBK Developers Pvt. Ltd.


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

- a. Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
- b. An affidavit on non-judicial stamp paper fo Rs. 10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing)
- c. Clearance of upto date dues of the UPSIDC Ltd.,

UPSIDC shall have the first charge on the plot towards payment of all dues of UPSIDC Ltd.,

Provided that the event of sale or foreclosure of the mortgage/charged property, the UPSIDC Ltd. Shall be entitled to claim and recover such percentage, as decided by the UPSIDC Ltd., of the unearned increase in values of properties in respect of the market value of the said land as first charge having priority over the said mortgage charge. The decision of the UPSIDC Ltd. in respect of the market value of the said land shall be final and binding all the parties concerned.

The UPSIDC's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

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.

[Signature]
 Regional Manager
 UP P. Area, Ind. & Development Corp. Ltd.

For J&K Developers Pvt. Ltd.
[Signature]
 Authorized Sign.

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

16. EXTERNAL DEVELOPMENT :

The External Development works as required up to the allotted plot like construction of approach Road, Drains, Culverts, Electricity Distribution Transmission lines, Water Supply, Sewerage etc. will be provided by the Lessor/Corporation. All the expenses as may be required to connect these services with the internal system of services of the Plot shall be incurred by the Lessee. As regards electrical transmission/distribution lines the Allottee would obtain the same from UPPCL/SPCL, as per their prevailing policy.

17. LIABILITY TO PAY TAXES :

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed there on from time to time.

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 POWER OVER DORMANT PROPERTIES :

The lessor reserves the right to all mines, mineral, coals, washing gold earth, oil, quarries in or under the plot and full right and power at any time to do all acts.


Regional Manager
I.P. State Industrial Development Corporation
Bhopal.

For JBK Developers Pvt. Ltd.


Regional Manager

and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Managing Director of Corporation on the amount of such compensation shall be final and binding on the applicant/allottee/lessee.

20. SURRENDER :

In case of the surrender of plot will only be considered prior to cancellation, as per following provisions:

1. In case of surrender, after the deposit of reservation money but before the date of deposit of allotment money, the deposited amount would be refunded, without any interest after deducting the registration money.
2. In case of surrender, after the deposit of allotment amount but before the execution of lease deed, the deposited amount would be refunded, without interest after deducting 5% of the total premium of plot.
3. Surrender after execution of lease deed shall not be allowed
4. The date of Surrender in the above case shall be the date on which application is received at the UPSIDC Regional Office, Surajpur. No subsequent claim on the basis of postal delay etc., will be entertained.

21. MAINTENANCE :

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept :


Engineer Manager
U.P. State Industrial Development Corp., Ltd.

For JBK Developers Pvt. Ltd.


Manager

- a) in a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe condition according to the convenience of the inhabitant of the place.
3. The Lessee shall abide by all regulations, Bye-Laws, Directions and Guidelines of the Corporation framed/issued under section 8,9 and 10 or under any other provisions of U. P. Industrial Area Development Act, 1976 and rules made therein.
 4. In case of non-compliance of terms and directions of the corporation, the Corporation shall have the right to impose such penalty as the Managing Director may consider just and expedient.
 5. 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, UPSIDC Ltd., or any officer authorized by Managing Director, UPSIDC Ltd., will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee/sub-lessee. The lessee/sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of U. P. Flat Ownership Act, 1975 shall be applicable on the lessee/sub-lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Managing Director, UPSIDC Ltd., in this regard shall be final.

22. MISCELLANEOUS :

1. The Corporation/Lessor reserves the right to make such additions/alterations or modifications in the terms and conditions of allotment/lease deed/sub-lease deed from time to time, as may be considered just and expedient


 Managing Director
 U.P. State Industrial Development Corp. Ltd.
 Lucknow

For P.A Developers Pvt Ltd

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2. Any dispute between the Corporation and Lessee/Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Naga or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
3. The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/or regulations made or directions issued, under this act.
4. The Corporation will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
5. The lessee/sub-lessee of the Lessee shall be liable to pay all taxes/charges livable from time to time by UPSIDC Ltd., or any other authority duly empowered by them to levy the tax/charges/
6. Dwelling units/flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the allottee/Lessee/sub-lessee will not be paid any compensation thereon.
7. Other building earmarked for community facilities can not be used for purposes other than community requirements.
 - a. All arrears due to the Lessor would be recoverable as arrears of land revenue.
 - b. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
 - c. The Corporation in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
 - d. In case the Corporation is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest @ 4% per annum.
 - e. Development control norms/building by laws will be applicable as per Greater Noida Industrial Development Authority by laws as adopted by UPSIDC/UPSIDA board.

Regional Manager
 G.I.D.C., Greater Industrial Development Corp., G.I.D.C.
 Greater Noida

For JBK Developers Pvt. Ltd.

M. Sharma
 Authorized

The other terms and conditions of the brochure of Scheme BGH-01/2011 shall be binding on the allottee.

23. EXECUTION OF SUB-LEASE DEED :

1. The allottee will have to construct on its own minimum 30 percent of the total permissible FAR.
2. After the approval of the lay-out plan by U.P.State Industrial Development Corporation Ltd., the lessee shall have the option to sub-lease portions of land earmarked for Group Housing, subject to minimum plot size of 10,000 Sq.Mtr And adherence to the planning norms of UPSIDA after prior approval from the UPSIDC Ltd.
3. ~~The Lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street-lighting etc. in that area is in progress.~~
4. The Lessee shall have to execute the sub-lease deed in favour of the Sub-Lessee for the developed plot/flat in the form and format as prescribed by the UPSIDC Ltd.
5. On execution of such sub-lease deed (s) , the sub-lessee (s) will be bound to comply with the provisions of payment of proportionate share of the lease premium, lease rent and all other charges payable to the UPSIDC Ltd., in the proportionate share of the land area so sub-leased.

Any default on the part of sub-lessee to fully implement the terms and conditions of the lease deed/sub lease deed/ scheme shall not be automatically considered as default of the Lessee. The UPSIDC Ltd. shall be entitled to take any action against the sub-lessee as well, including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of the brochure of scheme GH-01/2011.


Regional Manager
CLP, State Industrial Development Corporation Ltd.
Lucknow

For JBK Developers Pvt. Ltd.


Authorized Signatory

6. The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats/plots in favour of the individual allottee(s)
- (i) Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate of the constructed flats on the allotted plot from the Regional Office of the UPSIDC Ltd.
 - (ii) Lessee/sub-lessee (s) shall submit " No Dues Certificate" in accordance with the payment schedule specified in the Lease Deed/sub-lease deed from Surajpur, Regional Office.
 - (iii) The physical possession of the dwelling units/flats will be permitted to be given only after execution of sublease deed which shall be in proportion to the amount received against the total premium of the plot.

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 purpose.

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.


Regional Manager
C.I.P. State Industrial Development Corp. Ltd.
Bhubaneswar.



26. EXTENSION OF TIME :

The extension of time for the completion of Project, can be extended for a maximum period of three years only with a penalty as under :

- For First year the TEF shall be 4% of the total premium.
- For Second year the TEF shall be 6% of the total premium.
- For Third year the TEF shall be 8% of the total premium.

Extension for more than three years, normally will not be permitted.

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.
- 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 corporation at the rate on which the land is being allotted to the develop/builder.

[Signature]
 Regional Manager
 U.P. State Industries Development Corp. Ltd.
 Lucknow.

For JBK Developers Pvt. Ltd.

[Signature]
 Authorized Signatory



- The lessee shall not disturb the power line/water line laid down by U.P.S.I.C. without prior permission in writing from the Lessor/Corporation.
- 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 Gautambudh Nagar or the High Court of Allahabad.


Anand Mishra
Sr. Asst. Manager
Public Relations
U.P.S.I.C. (U.P. State Electricity Corporation Limited)

10/10/2010



आवक क्रमांक 15/10/2011 व

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पृष्ठ सं 245 से 312 पर क्रमांक 19563

भविष्यकृत किया गया ।

जिस्ट्रीकरण अधिकारी के द्वारा


(राजेश्वर सिंह)

उपनिबन्धक रावर

गीतमबुद्धनगर

15/10/2011