

LEASE-DEED (GROUP HOUSING)

Industrial township at Tronica City, Loni, Ghaziabad.

Group Housing Plot (GH) Housing Sector C-5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OR

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

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

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

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

For Swarneem Real Estate (P) Ltd.
Director

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

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

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

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

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

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

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

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

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For Swarnen Real Estate (P) Ltd.

Director.

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

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

NOTE :-

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

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

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

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For Swarneem Real Estate (P) Ltd.

[Signature]
Director.

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

on or towards the South by 12.00m Wide Road

on or towards the East by Sector C-4

on or towards the West by 30.00m Wide Road

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

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

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

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

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

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

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For Swarneem Real Estate Pvt. Ltd.

Sagar Kumar
Director.

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

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

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

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

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

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Tronica City, Loni
GHAZIABAD

For Swarneshri Road Estate (P) Ltd,

For Ken
Director

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

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

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

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For Swarneem Real Estate (P) Ltd.

Jagdeep
Director.

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

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

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

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

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

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For Swarnam Real Estate Co. Ltd.
Sanjiv Kumar
Director.

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

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

For and on behalf of

U.P. State Industrial Development Corporation Ltd.

Signed by :

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

Witness :

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

for and on behalf of the Lessee

Signed by :

For Swarneem Real Estate (P) Ltd.

Director.

Witness :

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

Witness :

श्री गौरीशंकर
श्री गौरीशंकर S. G. G. S. सिद्ध
आमन पर्व अंडोल गिला (गुजरात)

