

LEASE DEED (FLAT)

PHOTO

THIS LEASE DEED MADE ON
day of in the year Two Thousand

between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 read with section 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (Hereinafter called the 'Lessor' which expression shall unless the context does not so

admit, include its successors and assigns) of the ONE PART AND Sh. / Smt. / Kumari aged about Years
Son of / Wife of / Daughter of R/o

(Hereinafter called the Lessee which expression shall unless the context dose not so admit, include his/her/heirs, executors, administrators and permitted assigns) of the other part.

WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot of land hereinafter described on the terms and conditions hereinafter appearing, and to purchase the superstructures standing thereon constructed by the Lessor.

NOW THE LEASE DEED WITNESSETH AS FOLLOWS :

That in consideration of the premium of Rs. out
(Rupees of which Rs. (Rupees
.....) have been paid by the lessee to the Lessor (the receipt where
of the Lessor both hereby acknowledges) and the balance of which is to be paid by the
lessee in the manner hereinafter provided in installments on dates specified below :

- i) Rs. on or before
- ii) Rs. on or before
- iii) Rs. on or before
- iv) Rs. on or before
- v) Rs. on or before
- vi) Rs. on or before
- vii) Rs. on or before
- viii) Rs. on or before

The above premium of flat contains Rs. as cost of land of
..... sqm and Rs. as cost of superstructure.

If the amount payable to the Lessor is not paid within the prescribed time limit, extension of time for such default period under very exceptional circumstance may be allowed upto maximum of 3 months subject to the condition that in the entire payment plan such extension shall not be more than three, in the event of extension, interest @ 20% per annum compoundable quarterly shall be payable on the defaulted amount for the defaulted period.

And in consideration of Rs. paid in lump sump, on account of one time lease rent which is 10% of the premium of flat/house charged by the lessee, to the lessor, and the lessor doth their by demise and lease to the lessee, of flat no. block sector allotted by Greater Noida Industrial Development Authority.

On the North by _____
On the South by _____
On the East by _____
On the West by _____

TO HOLD the said flat/house of land (hereinafter referred to as the demised premises with their appurtenances in to the Lessee, the term of 90 (Ninety) years commencing form except and always reseving to the Lessor.

- a) A right to lay water drains, sewers or electric wires under or above the demised premises, if deemed necessary, by the Lessor in developing the area.
 - b) Full rights to all mines, minerals, coal, washing gold, earth oils and quarries in or under the demised premises and full rights and power at any to do all acts and things which may be necessary and expedient for the purpose of searching for working and obtaining removing and enjoying the same without providing or leaving any support vertical for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the lessee for all the damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation, the decision of the Chief Executive Officer shall be final and unquestionable.
2. The Lessor doth further hereby transfer absolutely the superstructures of the buildings standing on the demised premises to the Lessee to hold the same absolutely but subject to the conditions hereinafter mentioned.
3. **AND the Lessee doth hereby declare and covenant with the Lessor in the following manner :**
1. That the Lessee will bear, pay and discharge, all rate taxes, charged and assessments of every description which may during the said term be assessed, charged or imposed upon either the landlord or the tenant or the occupier in respect of the demised premises.
 2. That the Lessee will obey and submit to all regulations made and directions issued by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health safety or convenience of the other inhabitants of the place.

1. That the **Lessee shall follow the Maintenance clause of the Broucher** and will keep the demised premises and the buildings at all times in a state of goods and substantial repairs and in a sanitary condition to the satisfaction of the Lessor.
2. That the Lessee shall not permit the demised and the superstructures standing thereon to be used for any purpose other than residential purpose. The **Lessee**, apart from the allotted flat, will not demand to utilize any other area (which is not allotted). Wherever, the permission of open space is given, the allottee shall not make any construction whether permanent or temporary.
3. That the Lessee shall have no right to transfer in any manner whatsoever, the demised premises and the superstructure standing thereon without the previous permission, in writing of the Lessor but the Lessee may mortgage without possession the demised premises and the superstructure standing thereon to any government financial institution or his/her employer, In the event of such mortgage the Lessor will have first charge in respect of any amount remaining unpaid in respect of the demised premises or the superstructure standing thereon. The Lessee may, with the previous consent of the lessor, mortgage the flat/house to any Government recognized institution for raising loan for the purpose of funding from the institution and subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

Providing further that in the event of sale or for closure of the mortgage or charged property, the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said land as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all parties concerned.

Provided further that lessor shall have pre-emptive right to purchase the mortgage or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid.

The lessor'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 by or through execution of decree to insolvency/court. In the case of transfer in any manner except by operation of law, the Lessee shall have to pay the transfer charges as prescribed by the lessor from time to time with terms & conditions made applicable at the time of granting such permission.

4. That the Lessee shall not assign, relinquish or mortgage any/portion less than the whole of the demised premises and the superstructures standing thereon nor cause any sub division thereof by metes and bounds or otherwise.

The Lessee shall not sell, transfer or assign the whole or part of the said plot Premises /Flat/House to any one except with the previous consent in writing of the lessor and on such terms and conditions including the transfer charges/fee, as may be decided by the

1. lessor, from time to time shall have to follow the rules and regulations prescribed by lessor in respect of lease-hold property.
2. That every transfer assignment relinquish or mortgage of the whole of the demised premises of superstructures standing thereon or both shall be subject to, and the transferee or assignee shall be bound by all the covenants and conditions herein contained and be answerable to the lessor in all respects therefore.

Provided always that if the Lessee or his/her assignees, as the case may be will assign relinquish, mortgage or transfer the demised premises and super structures standing thereon as a whole for the residue or the said term he/she will deliver at his/her own expenses to the Lessor at its office a certified copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other corresponding law on the subject for the time being in force.

3. That the Lessee will permit the members, officers and sub-ordinates of the Lessor or other persons employed by the Lessor from time to time and at all reasonable times of the day during the said terms after three days; previous notice to enter into and upon the demised premises and the superstructures standing thereon in order to inspect the same and carry on necessary works mentioned before and the Lessee will give notice of the provisions of this sub-clause to his/her tenants.
4. **That the Lessee will not exercise his/her option of determining the lease nor hold the Lessor responsible to make good any damage if by fire, tempest flood or violence of any army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.**
5. The allottee/lessee shall not use the house for any other purpose other than residential. The lessee/allottee shall not be entitled to divide the house amalgamate it with any other house without the prior written permission of lesser, in case of violation, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the authority.
12. The allottee/lessee will liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf, in respect of the house, Whether such charges are imposed on the house or on the building constructed thereon, from time to time.
13. The lessee is bound to follow on the terms and conditions of brochure of build-up Housing Scheme (Scheme Code BHS-06-07-,08,09,10,11,13,14,15,16,17) of the lessor.

AND IT is hereby agreed and declared by and between the parties to these presents as follows :-

Notwithstanding anything herein before contained if there shall have been in the opinion of the Lessor (whose decision in this respect shall be final and binding) any breach by the Lessee or any person claiming through or and on his/her of any of the contracts or

- a) agreements herein before continued and on his/her part to be observed and performed or if the Lessee or any person in whom the term hereby created shall be vested shall be adjudged insolvent, it will be lawful for the Lessor, without prejudice to any other right of action of Lessor to re-enter into the demised premises or any part thereof and determine this lease and thereupon the Lessee will, in case the whole of the price plus premium has been paid be entitled to removed the material of the superstructures standing upon demised premises within two months from the date of determination or the lease within such further time as may be granted thereof by the Lessor failing which the same claim any compensation in respect thereof. In case the whole of the said price and premium has not been paid, the said superstructures with all material thereof will on determination of the lease vest in the Lessor and this deed alongwith transfer of the said superstructures will be void and the Lessee will have no right to the same whatsoever.
- b) If the Lessee is found to have obtained allotment of the demised premises by furnishing incorrect information in the application form, or by any misrepresentation or misstatement or fraud, the Lessor shall without prejudice to any other right or remedy available to it under the law for the time being force, have the right to cancel such allotment and take over possession of the demised premises and in the event of such allotment being cancelled the entire amount deposited by the Lessee shall stand forfeited.
- c) The stamp duty, registration charges and other legal expenses on this deed shall be borne by the Lessee.
- d) All notices, orders and other documents required under the terms of this deed for under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act 6 of 1976) or any rules or regulations made or directions issued thereunder shall be deemed to be duly served if they are served in accordance with the provisions of Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1974 (U.P. Act 30 of 1974).
- e) All powers exercised by the Lessor under this deed may be exercised by such officer who has been empowered by the Lessor on this behalf from time to time.
- The expression Chief Executive Officer shall include the Chief Executive Officer from the time being or any other officer who is entrusted by the Lessor with the functions and powers of the Chief Executive Officer. Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal rights of the Lessor.
- f) The date of execution of lease deed registration shall be deemed as date of possession. The lease shall have to take possession letter on the same day.
- g) If the Lessee does not abide by the terms and conditions and the building regulations or any other rules framed by the Lessor, possession of the demised premises may be taken over by the Lessor, and the Lessee in such an event will not be entitled to claim any compensation in respect thereof.

- a) All arrears payable to lessor shall be recoverable as arrears of land revenue.
- b) The Chief Executive Officer or the Lessor reserves the right to make such additions and alterations or modification in these terms and conditions as may be considered just and expedient.
- c) In the event of any dispute with regard to the term and conditions of the leases deed, the same shall be subject to the jurisdiction of concerned District Court (where the property is situated or the High Court of Judicature at Allahabad).

IN WITNESSES WHERE OF the parties hereto have set their hands on the day and in the year herein first above written.

In the presence of

For and on behalf of
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, LESSOR

WITNESS :

SIGNATURE
NAME
ADDRESS

For and on behalf of the Lessee

SIGNATURE
NAME
ADDRESS

certified that this is a true and exact copy of the original in all respect.

Lessee

For and on behalf of the Lessor