

Calculation of Stamp Duty

V Code : _____

Nature of Property : EWS/ LIG Residential Flat

Residential Scheme : EWS/LIG Flat Developed in
Pursuance of Policy of State
Government of Uttar
Pradesh

Property Detail : Flat No. _____ , EWS/ LIG
Block, known as “ Vrinda
Homes-2” , situated at
Urban Homes, Shahpur
Bamhetta, Ghaziabad,
Uttar Pradesh, without roof
rights, Constructed in
Ground + 12 Storied
Building.

Built up Area of the Flat : _____Sq. Mtr. (_____
Sq. Ft.)

Carpet Area of the Flat : _____Sq. Mtr. (_____
Sq. Ft.)

Parking Facility : NIL

Govt. Circle Rate Land : _____ / - Per Sq. Mtr.

Govt. Circle Rate Construction : _____ / - Per Sq. Mtr.

Rebate as Per Floor : _____ %

Total Circle Rate Valuation of Flat : Rs. _____
Consideration : Rs. _____
Stamp Duty : Rs. _____

The Lessee has paid the requisite Stamp Duty on the Consideration or Circle Rate Valuation, whichever is higher. The Consideration was decided keeping in view, the Policy of State Government of Uttar Pradesh and various Government Orders issued by the State Government of Uttar Pradesh from time to time.

STAMP DUTY @ 7% AS PER NOTIFICATION ORDER NO. S.V.K.N.-5-2756/11-2008-500(1165)/ 2007, LUCKNOW DT. 30.06.2008 BY UTTAR PRADESH GOVERNMENT INSTITUTION FINANCE, TAX AND REGISTRATION ANUBHAG-5.

ALONGWITH 1% REDUCTION IN STAMP DUTY FOR WOMAN UP TO THE VALUE OF RS. 10,00,000/ -.

LEASE DEED

THIS LEASE DEED is executed at Ghaziabad on this _____ day of _____, _____ between :

M/s. Shubhhomes Realcon Private Limited , a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 11, New Rajdhani Enclave, Vikas Marg, Delhi – 110092 through its Authorized Signatory, Mr. _____ S/o _____ (hereinafter referred to as the “**LESSOR**” or the “**FIRST PARTY**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include _____ its successors and permitted assigns) (**PAN** _____ **OF LESSOR/FIRST PARTY**).

AND

Shri/ Smt./ Ms. _____ S/W/D of Shri
_____ Resident of _____,
(Hereinafter referred to as the “ **LESSEE**” or the “ **SECOND PARTY** ”),
which expression shall, unless repugnant to the meaning or context
thereof, be deemed to mean and include his/ her heirs, executors,
permitted assignee s, administrators, legal representatives, nominees and
successors etc.) (**PAN OF LESSEE/SECOND PARTY : _____**).

WHEREAS, the Lessor is the owner and in possession of the land
admeasuring 5089.92 Sq. Mtrs. falling in part of total real estate development
constituted in Khasra no. 2243, 2244, 2246 and 2247 situated at Shahpur
Bamhetta, Pargana – Dasna, Tehsil & District – Ghaziabad, Uttar Pradesh Vide
Deed/Registered Documents No. 3481 dated 09.05.2014, 3535 dated
12.05.2014 and 5131 dated 26.06.2019 registered in the office of Sub-Registrar –
1, Ghaziabad, Uttar Pradesh, here-in-after referred to as “**Said Land**”.

AND WHEREAS, the Lessor had developed the EWS/LIG Block, namely,
Vrinda Homes -2 at the said land, which is bounded as under :

NORTH-EAST	:	Other Property
SOUTH-EAST	:	Master Plan Road
NORTH-WEST	:	Other Property
SOUTH-WEST	:	Other Property

(Here-in-after referred to as the “Said Plot”).

AND WHEREAS, the First Party has developed EWS/LIG Block (Hereinafter referred to as "Vrinda Homes-2") situated at Said Land. The above said Project/Block is comprising of 273 EWS and 273 LIG Residential Units. The said project has been developed after the sanction of building plans approved by the Ghaziabad Development Authority, Ghaziabad vide Approval letter bearing no. 605/MP/2014 dated 21.05.2014 Map No. 658/Zone – 5/2013-14 dated 17.04.2014 and letter bearing No. 74/MP/Zone-5/2019 dated 14-03-2019 and Map No. MAP20181129123725063 dated 14.09.2019. The above said project is registered with the Uttar Pradesh Real Estate Regulatory Authority vide Registration No. _____ on _____.

AND WHEREAS, the Ghaziabad Development Authority, Ghaziabad (GDA) floated a scheme for allotting EWS/ LIG Flats by the draw of lots to the allottees which have been developed by the Lessor in accordance with the Policy of State Government of Uttar Pradesh .

AND WHEREAS, the Second Party had applied for allotment of One _____(EWS/ LIG) Residential Built up Flat and he was selected by the draw of lots by the GDA for allotment of flat bearing No. _____ on _____ Floor (Without Roof Rights), having Built up Area of _____ Sq. Mtr. (_____Sq. Ft.) and Carpet Area of _____Sq. Mtr. (_____Sq. Ft.). (Flat As Per the Map Attached), here-in-after referred to as "**Said Flat**" along with right to use all common areas and facilities in the said LIG/EWS Block in consonance with the other allottees/ occupants.

AND WHEREAS, after the above said selection made by the GDA, the First Party allotted the Said Flat in favor of the Second Party on _____on the lease hold basis for 90 years.

AND WHEREAS, the Lessee declares that neither he/she has any objection nor would raise any objection against the Lessor/ its nominee/its assignee for constructing/finishing or continuing with the construction/finishing of the other phases/ blocks/ flats anywhere in and outside the said project, Vrinda Homes-2.

AND WHEREAS, the above said project is Complete and the Competent Authority has granted the Completion Certificate vide its letter bearing no. _____dated _____ .

AND WHEREAS, the "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.*Explanation*—For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

AND WHEREAS, the Built up Area means Covered Area of Residential Unit which includes Area of Walls including outer walls, 50% area of common walls, Rooms, Bathroom, Kitchen, Balcony etc. which are in the exclusive possession of the Lessee. Built up Area does not include undivided interest in common areas and facilities.

AND WHEREAS, the LESSEE has agreed to take on lease and the LESSOR has agreed to give on lease the Said Flat to the LESSEE, on the agreed terms and conditions recorded here-in.

AND WHEREAS, the LESSEE hereby accord and confirms his satisfaction regarding the Said Flat being given on lease to him/ her in all respects including but not limited to the title/ ownership of the LESSOR, quality, size, dimensions, area, design and nature of construction, fittings and fixtures, surroundings etc. of the Said Flat and that he/ she confirms that he/ she shall not raise any sort of objection of any nature on any ground in future in this regard under any circumstances.

AND WHEREAS , the LESSOR assures the LESSEE that the Said Flat is free from any prior sale, gifts, charge, litigation, disputes, stay orders, attachments, notifications and acquisitions. The Lessee shall remain solely liable for repayment of the loans/ finances or charge created by him, if any, on the Said Flat given on lease under these present.

AND WHEREAS, the LESSEE has already inspected, compared all the relevant documents concerning the Said Flat/Said Plot and also verified the title and competence of the LESSOR to give on lease the Said Flat to

the LESSEE.

AND WHEREAS, the specifications of the Said Flat are as follows :

Living/Dining		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
Door	-	Flush Doors with M.S. Frames
Windows	-	MSZ Section
Bedrooms		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
Door	-	Flush Doors with M.S. Frames
Windows	-	MSZ Section
Kitchen		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
Toilet		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
Door	-	Flush Doors with M.S. Frames
Windows	-	MSZ Section
Corridor/Lobby		
Flooring	-	Tiles 300mm * 300mm
Walls	-	White Wash
External Finish	-	Paint Finish
Balcony		
Flooring		Tiles 300mm * 300mm
Super Structure		RCC Framed Structure

The Lessee has verified the above said specification in the Built Up Said Flat and is fully satisfied with the same.

AND WHEREAS, the LESSEE hereby acknowledges that he/ she has physically visited the Said Flat and is satisfied in all respects and on his own accord and discretion, decided to execute this Lease Deed in respect of the Said Flat after arranging the requisite stamp papers and the Lessor, inter alia, at the request of the LESSEE is executing the present Lease Deed.

NOW, THEREFORE, THIS LEASE DEED WITNESSETH AS UNDER :

1. That, the LESSOR hereby give on lease and the LESSEE hereby take on lease the Said Flat without roof rights along with undivided, proportionate ownership share in the land underneath the building where upon the Said Flat is built up for a consideration of Rs.
_____ (Rupees _____).

The LESSEE had paid the consideration to the LESSOR and the LESSOR had issued the receipts thereof and hereby acknowledges the same. The Consideration is apart from applicable GST and Lease Rent.

2. That, the Lessee will have the right to use common areas by sharing with other occupants/Lesseees in the building such as staircases/ corridors/ passages//lifts/ facilities/ entrance/ exits of the

building, roads & other common areas without causing any hindrance to other occupants/ their visitors.

3. That, the Lessee hereby agrees to observe, perform and bound by all the terms and conditions contained herein and as well as those contained in the Maintenance Agreement, Electricity Agreement and such other documents executed / to be executed by and between the Lessee and the Lessor/ Maintenance Agency/ Service Providing Agency, which shall be read as part and parcel of this Lease Deed.
4. That, the regular electricity, sewer, maintenance and other utility charges etc. shall be borne and payable from time to time by the LESSEE to the service providing agency nominated by the LESSOR together with the applicable taxes etc. through prepaid meter system.
5. That, this Lease Deed is confined to lease of the Said Flat only. All other flats not given on lease/unsold flats / saleable units / areas / facilities etc., which are not specifically allotted to the Lessee are excluded from the scope of this Lease Deed.
6. That, the Stamp Duty and Registration Charges applicable to the present Lease Deed have been paid by the LESSEE and the LESSEE shall be solely responsible and liable for any further charges, demands, deficit stamp duty, liabilities, penalties or any other consequence on that account. If any further documents need to be executed/registered, the Lessee shall bear the cost of the same.
7. That, the LESSEE undertakes to pay all requisite Charges including but not limited to Property Tax and any other taxes etc. in respect of

the Said Flat levied by Central or State Government, Ghaziabad Development Authority and / or Municipal/ Civic Authorities.

8. That, if due to any subsequent change in legislation/ Government orders/ Notifications, directives, guidelines, Building byelaws or change/amendments, any additional measures or any other facilities/equipments/machinery are required to be installed, undertaken or provided concerning the Said Flat/ Said Project/ Said Plot, the LESSEE as well as the other occupants would be solely/jointly and/or severally liable for the same at their own costs, initiatives and expenses. However, in the event, any such liability is fastened on the LESSOR/ Association of Apartment Owners (AOA) for any reasons or by operation of any Law or Rules, the same shall be reimbursed by the LESSEE within 15 days of receipt of appropriate demand Notice or intimation from the LESSOR/ AOA in that regard on pro rata basis, as may be determined by the LESSOR/ AOA , as the case may be.
9. That, the LESSEE has compared and got examined the existing construction of the Said Flat with the plans promised to the LESSEE in respect of the Said Flat and found the same in order. The LESSEE has also personally visited and physically inspected the site and satisfied with the facilities available in EWS/LIG Block. Upon being satisfied, the LESSEE hereby accords his/her satisfaction to the same. The LESSEE has taken the peaceful physical possession of the Said Flat and further undertakes not to dispute this possession at any subsequent stage.

10. That, upon execution of this Lease Deed, the LESSEE hereby agrees and undertakes not to create any obstruction or hindrance in the ongoing or subsequent construction being carried on or to be carried on by the Lessor/Lessor's Assignee or its nominee or transferee on any area outside the Said Flat .
11. That, the Lessee has understood that the common areas and facilities in the above said Block are meant for the use and enjoyment of all the allottees, and thus he/ she undertakes not to encroach upon any of the common areas and facilities, in any manner whatsoever and declares that he/she shall have no right to use the facilities and services not specifically permitted to be used by the Lessee as per this Deed.
12. That, all unauthorized encroachments or temporary/ permanent constructions carried out in the Said Flat/any common area by the Lessee shall be liable to be removed at his/ her cost by the Lessor and/ or by the Maintenance Agency/ Association of Flat Owners, as the case may be.
13. That, the Lessee will be entitled to transfer the said flat only in accordance with the policy, bye laws, rules and regulations of the GDA and the applicable laws and only after obtaining No Dues Certificate from the Lessor, Service Providing Agencies and AOA, as the case may be. Whenever the title of the Lessee in the Said Flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Lease Deed, and all other documents executed by the Lessee and the transferee will be answerable in all respects in respect of those documents as the same relate to the Said Flat.

14. That, the Lessee shall not raise any construction temporary or permanent or make any alteration or addition in the Said Flat. The Lessee shall not demolish or cause to be demolished any structure of the Said Flat or any portion thereof and shall also not make or cause to be made any structural additions or alterations or damage of any nature whatsoever in the same or in any part thereof in view of structural safety of the Building. That the Lessee shall not remove the floor, roof, column and any walls of the Said Flat and the structure of the same shall remain integral and common with the Flats above, adjoining and below it. No construction or alteration of any kind will be allowed on exclusively attached open areas, if any to the Said Flat.
15. That, the Said Flat is restricted to residential use and the LESSEE is bound to use the Said Flat for the purpose intended and in accordance with applicable building bye-laws. The LESSEE shall not use the Said Flat or permit it to be used for purpose other than residential.
16. That, it shall be the sole obligation of the LESSEE to get his/ her respective flat comprehensively insured against fire, earthquake, riots and civil commotion, militant acts, etc. at his/her own initiative, cost and expenses.
17. That, the Lessee shall be liable to pay Maintenance Charges, Electricity Charges, Water Charges and other utility charges regularly at the rates prescribed by the Maintenance Agency/Lessor's Nominee/ AOA/Govt. Agency, as the case may be w.e.f. the date of

offer of possession given by the first party, failing which supply of Electricity, Water, Maintenance Services, Facilities/Services can be discontinued. Apart from discontinuance of Facilities/Services qua the Lessee, the Lessee will be liable to pay applicable interest on delay payments of above said charges.

18. That, the LESSEE shall be henceforth responsible and liable to pay, the charges regularly to the Service Providing Agency(ies)/ Government Agency(ies) for civic facilities & amenities available in and/ or around the Said Flat and for the Maintenance Services being provided by the Service Providing Agency(ies)/ Government Agency(ies) around the Said Plot/ Project at the rates fixed by the said Service Providing Agency(ies)/ Government Agency(ies), as the case may be, from time to time. The LESSEE is aware that the said all civic facilities/ amenities/ services as provided by the said agencies are based upon the supply made available by the Government Agency(ies) or otherwise available at the site.
19. That, the Lessee shall maintain the Said Flat including Walls and Partitions, sewers, drains, pipes etc. in good tenantable repairs, state, order and condition in which it is delivered to them and in particular so as to support, shelter and protect the other parts of the building. Further, he will allow the Maintenance Agency and their employees/project maintenance teams access to and through the Said Flat in order to inspect the site and to carry out repair work in common areas from time to time and at all reasonable times of the day and also for maintenance of water tanks, plumbing, electricity and other items of common interest etc. Further, the Lessee will neither himself do nor permit anything to be done which

damages any part of the adjacent flats/ flats situated below and above the said flat etc. or violates the rules or bye-laws of the Local Authorities or the Association of Flat Owners. The Lessee will give notice of the provisions of this clause to his/ her tenants also.

20. That, it shall be incumbent on each Lessee to form and join an Association of Flat Owners comprising of all the Lessees for the purpose of management and maintenance of the EWS/ LIG Block. The Lessee hereby specifically agrees to constitute, join and participate in such Association of Flat Owners. After handover of management and maintenance of the Said Project/ Said Block to the Association of Flat Owners, such Association will be entitled & responsible for the management and maintenance and would also be entitled & responsible for deciding the manner and mode of collection of maintenance charges and utility charges for providing all sorts of maintenance services, as the case may be. Since, the Lessor has been sanctioned single point electricity connection, therefore, the electricity charges will always be collected through prepaid meters by the Lessor, authorized to provide electricity connection in the project.

21. That, it has been agreed amongst the parties that the segregation & safely disposal of the household waste/ garbage/ unwanted material/ byproducts/ out of the use products, generated from the use and occupation of the Said Flat on day to day basis up to the depots/bins, shall be the exclusive responsibility of the LESSEE/ AOA at his/her own efforts and expenses. The LESSEE/ AOA shall also be remained bound by the Government Rules & Notifications in this regard.

22. That, the LESSEE and LESSOR have further agreed that if the

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Lessor

Lessee

recurring maintenance charges are not paid by the LESSEE within the stipulated period, in that eventuality, its Maintenance Agency would have a right to recover the overdue charges together with applicable interest on delayed amount from the LESSEE or his/ her successor through the process of Law with litigation expenses and its Maintenance Agency would have the first charge over the Said Flat to the extent of such overdue amount. The maintenance agency / service providing agencies would also have a right to collect applicable interest on all overdue charges from the Lessee.

23. That, all letters, circulars and notices issued by the LESSOR shall be dispatched to the LESSEE at the address of the Said Flat through courier/ speed post/ registered post/ by hand/ email and the proof of dispatch / by hand delivery shall be the sufficient evidence of service on the LESSEE and shall fully and effectually discharge the LESSOR from the burden of proof. However, the LESSEE shall send all correspondence, notices, etc. to the LESSOR at the Registered Office of the LESSOR through Regd. Post/Speed Post/Email.

24. That, the LESSOR/ AOA shall have the right to recover any increased amount of compensation/cost payable to the Ghaziabad Development Authority or any other authorities and/ or farmers/ land owners on account of decisions of the competent courts/ tribunals/ government for the land acquired/ resumed and transferred to the LESSOR by the Ghaziabad Development Authority or any other authorities or purchased by the Lessor from the farmers and the same shall be recoverable from the LESSEE on pro-rata basis as and when intimated to them.

25. That, in case of any major city level infrastructure charges (such as embankment, ring road, flyover, metro, etc. is provided by the Ghaziabad Development Authority, U.P. State Electricity Board or any other authority(ies) of the State Government/ Central Government, consequent to which the Said Plot/ Flat will be directly or indirectly benefitted) are levied on the LESSOR/ AOA, the LESSEE shall pay/reimburse on demand, the proportionate charges of such infrastructure on pro-rata basis to the LESSOR/AOA, if so imposed by the competent Government Authority, as and when called upon by the LESSOR/ AOA.
26. That, both the parties shall abide by all laws, bylaws, rules and regulations of the Ghaziabad Development Authority/ local bodies and the law of the land, as may be applicable to the respective party and the concerned party shall also be responsible for all deviations, violations or breach of any of the conditions of prevailing laws, bylaws, rules and regulations.
27. That, both the parties have executed this Lease Deed after having acquired full knowledge of all the laws and notifications and rules applicable to the Said Flat. The deed of declaration dated _____ filed with the Ghaziabad Development Authority, Ghaziabad on _____ has already been made available to the Lessee prior to execution of this Lease Deed.
28. That, the LESSEE hereby indemnifies and hold harmless the LESSOR against all or any losses suffered or likely to be suffered by the LESSOR due to illegal act or omission of the LESSEE or the occupant

of the Said Flat, which is forbidden in law or otherwise attracts penal provisions of law or creates any liability qua the third parties or effects the legal rights of the LESSOR in anymanner.

29. That, the LESSEE will enjoy the Said Flat in peace and harmony with the occupants/owners of the other flats built up on the Said Plot.
30. That, the LESSEE has understood and agrees that inaction on the part of the LESSOR to enforce at any time or for any period or time, the provisions hereof shall not be construed to be waiver of any provision or right thereof to enforce each and every provision in general.
31. That, the Second Party hereby declares and confirms to the First Party that all the information provided by him/ her to obtain allotment of the Said Flat are true and correct and if any information is found to be false, this Lease Deed will be deemed to be cancelled.
32. That, if any provision of this Lease Deed shall be determined to be void or unenforceable under applicable laws, such a provision shall be deemed to have been amended or deleted in so far as reasonably consistent with the purpose of this Lease Deed and to the extent necessary to conform to applicable law but this Lease Deed with remaining provisions shall still remain valid, binding and enforceable.
33. That, both the parties hereby declare that they have no claim of whatsoever nature against each other upon execution of this Lease Deed, except the liability of the Lessee to make payment of

maintenance charges , electricity charges, service charges and other charges as mentioned in this Lease Deed regularly and in a time bound manner .

34. That, any dispute arising out of this Lease Deed, the construction of any provision of this Lease Deed or the rights, duties, obligations or liabilities of the parties hereto, shall be referred to the decision of a Sole Arbitrator, to be appointed by the Managing Director/ any of the directors of the Lessor. The arbitration proceedings shall be governed by the prevailing rules and provision of Arbitration and Conciliation Act, 1996 including any amendment/ modification thereof. The venue of arbitration shall be at Delhi only and the award of the Arbitrator shall be rendered in English language. The award of the arbitrator shall be final and binding on the Parties. The cost of arbitration proceedings including fees of arbitrator will be borne by both of the parties in equal ratio. The LESSOR and the LESSEE will continue to perform such of their respective obligations even during the arbitration proceedings, without prejudice to the final determination thereof.
35. That, both of the parties have executed the present Lease Deed out of their own free will, volition and without any coercion, undue pressure, force or influence from any corner and also obtained independent legal advice regarding the covenants, their legal rights and liabilities, terms and conditions of this Lease Deed agreed upon and also understood the same in vernacular language either through self or through his/ her legal advisors prior to executing the present Lease Deed.

**IN WITNESSES WHEREOF, ALL THE PARTIES HAVE PUT HEREIN
THEIR RESPECTIVE HANDS ON THIS LEASE DEED IN PRESENCE**

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Lessor

Lessee

OF THE FOLLOWING : -

FOR AND ON BEHALF OF THE LESSOR

LESSEE

M/s Shubhhomes Realcon Private Limited

AUTHORIZED SIGNATORY

WITNESSES:

1. Name: _____

S/ W/ D of Shri: _____

Address _____

2. Name: _____

S/ W/ D of Shri: _____

Address: _____

MAP OF THE FLAT