

LEASE DEED (RESIDENTIAL)

THIS LEASE DEED MADE on the ..... day of ..... in the year ..... 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, assigns) of the one part and Sh./ Smt./



Km. .... aged ..... years S/o, D/o W/o Shri ..... R/o

..... (hereinafter called the "Lessee" which expression shall unless context does not so admit, include his/her/their/its heirs, executors, administrators, representatives and permitted assigns) of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the land Acquisition Act, 1894, and developed by the Lessor for the purpose of setting up urban and industrial township.

WHEREAS the Lessor has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing residential building according to building plan approved by the Lessor.

**1. NOW THIS LEASE DEED WITNESSTH AS FOLLOWS :**

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

- Rs. .... on or before
- Rs. .... on or before
- Rs. .... on or before
- Rs. .... on or before
- Rs. .... on or before
- Rs. .... on or before
- Rs. .... on or before
- Rs. .... on or before

And in consideration of Rs. .... (Rupees .....) paid in lump sump on account of one time lease rent which is 10% of the total premium of the plot of the lessor both hereby demise and lease of the lessee, all that plot of land numbered as ..... Situated in Block ..... at Sector ..... in Greater Noida Industrial Development Area, District Gautam Budh Nagar contained by Square Meters be the same, a little more, or less and bounded (situated at tehsil Gautam Budh Nagar, Distt. Gautam Budh Nagar).

Admeasurement

Sqm.

ON THE NORTH By .....  
ON THE SOUTH By .....  
ON THE EAST By .....  
ON THE WEST By .....

And which said plot is more clearly delineated and shown in attached plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as "the demised premises" with their appurtenances unto the Lessee to the term of Ninety years commencing from (the execution of the lease deed) ..... (date of possession) except and always reserving to the lessor :-

- (a) A right to lay water mains, drains, sewers or electric wires under or about the demised premises, if deemed necessary by the Lessor in developing the area.
- (b) Full rights and title to all mines, minerals, coals, washing gold's earth oils, quarries in or under the plot and full right and power at any time to do all acts 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 plot(s) / flat or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee / lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the lessee.

**II AND THE LESSEE DOTH HEREBY DECLARE AND CONVENIENT WITH THE LESSOR IN THE MANNER FOLLOWING :-**

- 1) That the lessee will pay to the lessor the balance of the premium in the installments mentioned in clause 1 above by the dates mentioned therein. If the lessee fail to pay any installments by the due date, he shall thereafter pay the same with interest @ 20% p.a. compounded quarterly on the instalment in the arrears from the due date till the date of payment provided that for failure to pay three consecutive installments or any instalment / amount continuously for six months, whichever is earlier, the lessor may determine the lease with penalties and consequences give in clause III hereinafter.
- 2) That the lease will bear, pay and discharge all rates, assessments of every description including beneficitation levy and user charges which during the said term be assessed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of demised premises or the buildings to be erected thereupon.

- 3) That the lessee will obey and submit to all directions issued or regulations made 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.
- 4) That the lessee will at his own cost, erect on the demised premises in accordance with the plan, elevation and design and in a position to be approved by the lessor or any officer authorised by the Lessor, in that behalf in writing and in substantial and workman like manner, a residential building only with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers.
- 5) The allottee at this own expense will take permission for sewerage, electricity, and water connections from the concerned departments of the lessor or from the competent authority in this regard.
- 6) That the Lessee will construct the building according to the architectural and elevation control as prescribed by the Lessor.
- 7) That the Lessee will keep the demised premises and buildings :-
  - i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,
  - ii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
- 8) That the lessee shall abide by all Regulations, Bye-laws, Directions and Guidelines of the Lessor / framed / issued under Sections 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act, 1976 and rules made therein.
- 9) If the maintenance work of any area is not found satisfactory according to the lessor, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the allottee/s, collectively or in parts. The decision of the lessor will be final as regards to the expenses incurred in the maintenance work.
- 10) In case of non-compliance of these terms and conditions, and any direction of the lessor, the lessor shall have the right to impose such penalty as the CEO of the lessor may consider just and/or expedient.
- 11) That the lessee will not make, or permit to be made, any alteration in or additions to the said buildings or other erections for the time being on the demised premises erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the term of such permission in writing of the plan if any, approved by the lessor or any officer authorised by the lessor in that behalf and in case of any deviation from such terms of plan, will immediately upon receipt of notice from the lessor or such requiring him so to do correct such deviation as aforesaid if and the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be correct at the expenses of the lessee which expenses the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.
- 12) That the lessee shall use the demised premises only for the purpose of constructing a building for residential purpose and no other purpose without the consent of the lessor and subject to such terms and conditions as lessor may impose and will not do or suffer to be

done on 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 the Owner, occupier of other premises in the neighbourhood.

- 13) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of any description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- 14) That the lessee will not assign, relinquish (except in favour of lessor), sublet, transfer or part with possession of the demised premises without prior permission of the lessor. The transfer of the plot to lessee's legal heir will be allowed with the prior permission for an officer authorised by him/her in this regard.
- 15) That lessee may however with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any government/ semi-government organisation/financial institutions for the purpose of securing loan for acquiring the plot and / or constructing house thereupon.
- 16) In case of transfer, transfer charges as fixed by the lessor shall be payable by the lessee to the lessor at the time of transfer.
- 17) That the lessee will not assign, relinquish, mortgage, sublet, transfer part with possession of any portion less than the whole of the demised premises and building thereon nor cause any subdivision thereof by metes and bounds or otherwise.
- 18) That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of lessor.
- 19) That every transfer, assignment, relinquishment, mortgage, subletting of the whole of the demised, premises, or building or both shall be subject to and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect the therefore.

Provided always that if the lessee or his/her/their/its transferee or permitted assignees, and the case may be will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole or residue on the said term he/she/its will deliver at his/her/its/their own expenses to the expenses to the lessor at its office attested 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 other amending statute.

Provided that in the event of sale or fore closure of the mortgaged or charged property the lessor shall be entitled to claim and recover 25% of the unearned increase in the value of said land as first charge, having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

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

- 20) That 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 of insolvency/court.
- 21) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of

the day, during the said terms after three days, previous notice to enter into and upon the demises premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provision of this sub-clause to his/her/their/its tenants.

22) That the lessee shall not exercise his/her/their/its option of the determining the lease nor hold the lessor responsible to make good the damage if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rent deed substantially or permanently unfit for building puposes.

23) **FOR SCHEME .....> ALPHA, BETA, GAMMA**

That the lessee shall have to erect and complete building on the leased land unto the date ..... The lessor may grant extension in exceptional circumstances, for one year on payment of extension charges of 8% of total premium of the plot from the date for completion of construction as mentioned above.

23a) **FOR SCHEME .....> FDP-01, SWARN NAGARI & MHS-01**

That the lessee shall have to erect and complete building on the leased land within three years from the due date of execution of lease deed i.e. .... or within five year from the date of allotment i.e. .... which ever the date comes later, unless extension is allowed by the lessor in exceptional circumstance and on such conditions as it may impose. (Extension of one year, two year and three years may be granted by the lessor on payment of 4% for 1st year, 6% for 2nd year and 8% for 3rd year, of total premium of the plot respectively as an extension charges by the lessess).

23b) **FOR SCHEME .....> DELTA**

That the Lessee shall have to erect and complete building on the leased land within nine years from the date of allotment or upto December 2003 whichever is earlier, unless extension is allowed by the lessor in exceptional circumstance and on such conditions as it may impose, (Extension of one year, two years and three years may be granted by the lessor on payment of 4% for 1st year, 6% for 2nd year and 8% for 3rd year, of the total premium of the plot, as an extension charges by the lessee).

23c) **R-01 (SECTOR-37) P-3**

That the lessee shall have to erect and complete building on the leased land within seven years from the date of allotment or upto December 2003 whichever is later, unless extension is allowed by the lessor in exceptional circumstances and on such conditions as it may impose. (Extension of one year, two years and three years may be granted by the lessor on payment of 4% of 1st year, 6% for 2nd year and 8% for 3rd year, of the total premium of the plot, as an extension charges by the lessee).

23d) The date of Lease Deed Registration shall be reckoned as the date of possession. The Lessee shall to take possession on the same day.

23e) **FOR SCHEME .....> SIGMA 01 & 02**

That the lessee shall to erect and complete building on the leased land within two years from the due date of execution of lease deed i.e. .... or within five years from the date of allotment i.e. .... which ever the date comes later, unless the extension is allowed by the lessor under exceptional circumstances and on such terms and conditions as it may be imposed. (Extension of one year, two years and three years may be granted by the

lessor on payment of 4% for 1st year, 6% for 2nd year and 8% for 3rd year, of the total premium of the plot, as an extension charges by the lessee).

23f) **FOR SCHEME .....> PCH 01**

The allottee/lessee have to obtain completion certificate from the Authority within five years from the date of allotment. In the event of failure to do so, allottee/lessee shall be liable to pay administrative charges at the rate of 4%, 6% & 8% of the total premium for the extension of three years. If the allottee/lessee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

23g) **FOR SCHEME .....> LOP 01 (PHI – CHI – ETA)**

The allottee / lessee have to obtain completion certificate from the Authority within five years from the date of allotment. In the event of failure to do so, allottee / lessee shall be liable to pay administrative charges as per prevailing norms for any extension. If the allottee / lessee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

23h) **FOR SCHEME .....> MHS 03**

The allottee / Lessee have to obtain completion certificate from the Authority within three years from the date of allotment. In the event of failure to do so, allottee / Lessee shall be liable to pay administrative charges at the rate of 4%, 6% & 8% of the total premium for the extension of three consecutive years from the due date given for getting of the completion certificate. If the allottee / lessee fails to obtain completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

23(i) **For Scheme .....> XT001 (sector-XU-II & Sector-3)**

The allottee/ lessee have to obtain completion certificate from the authority within 30 months from the date of issue of check list for the execution of lease deed. In the event of failure to do so, allottee/lessee shall be liable to pay administrative charges at the rate of 4%, 6%, 8% , of the total premium for the extension of three consecutive years from the due date given for getting of the completion certificate. If the allottee/lessee fails to obtain in completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

23(j) **FOR SCHEME – R.P.S 01 (Sector-2)**

The allottee / lessee have to obtain completion certificate from the Authority within five years from the date of allotment or within 3 years from the due date of execution of lease deed whichever is later. In the event of failure to do so, allottee/lessee shall be liable to pay administrative charges at the rate of 4%, 6%, 8% of the total premium for the extension of three consecutive years from the due date given for getting of the completion certificate. If the allottee/lessee fails to obtain in completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

23(k) **FOR SCHEME – R.P.S 02 (SECTOR ZETA)**

The allottee / lessee have to obtain completion certificate from the Authority within five years from the date of allotment or within 3 years from the due date of execution of lease deed whichever is later. In the event of failure to do so, allottee/lessee shall be liable to pay administrative charges at the rate of 4%, 6%, & 8% of the total premium for the extension of three consecutive years from the due date given for getting of the completion certificate. If the

allottee/lessee fails to obtain in completion certificate within the extended time, action for cancellation of allotment and forfeiture of deposited money shall be taken.

- 24) That in case the lessee does not construct building within the time provided for above, this deed of lease will be liable to be determined with the penalties and consequences given in clause III hereinafter. However, in exceptional circumstances the lessor or any officer authorised by him can allow extension, subject to the fulfillment of such conditions, charges as he may impose for the same.

**FOR VILLAGERS**

The lessee claims that he/she is a bonafide villager of Greater Noida whose land has been acquired by the lessor.

**FOR GENERAL CATEGORY**

The lessee claims that he/she does not own any residential plot or house in full or any part on lease hold or free hold basis or under HPTA (Hire Purchase Tenancy Agreement/License Agreement) in Greater Noida Industrial Development Area either, in his/her/wife/husband's name or in the name of his/her minor or dependent children.

**FOR GREATER NOIDA EMPLOYEES**

The lessee claims that he/she is an employee of the lessor and he/she or spouse and/or dependent children do not own any residential plot or house in full or in part, on leasehold or freehold basis or under HPTA (Hire Purchase Tenancy Agreement/ License Agreement) in Greater Noida Industrial Development Area.

If the lessee does not abide by the terms and conditions and building rules or any other rules and regulations framed by the lessor the lease may be cancelled by the lessor and the 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.

**III AND IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AND FOLLOWING :-**

- A. Notwithstanding anything herein before contained if there shall have been in the opinion in the lessor (Whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/their/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its parts to be observed and performed and in particular and without prejudice to the generality of the sub clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or the part of demised premises before constructing a building on it as hereinbefore provided within the period mentioned in sub clause 23 or 23 (a) of clause II it shall be lawful for the lessor without prejudice to any other right of action of the Lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this demise and thereupon it:
- i) At the time of re-entry the demised premises has not been occupied by the lessee by way of constructing a building thereon, the lessor may re-allot the demised premises and entire deposited amount shall stand, forfeited in favour of the lessor.
  - ii) At the time of re-entry the demised premises are occupied by the any building constructed by the lessee thereon the lessee shall within a period of three months from the date of re-entry, remove from the demised premises all erection or buildings, fixtures and things which at any

time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and the building, fixtures and things there on, but upon lessee removing the erections, building fixtures and things before or within the period herein specified the demised premises shall be re-allotted and the lessee may be paid such amounts as may be determined, by the lessor provided that the lessor may at its option agree to purchase the said erection, buildings, and fixtures upon payment to the lessee, price therefore and for his interest in the premises as may be mutually agreed upon.

- B. If lessee is found to have obtained the allotment and lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor along with forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- C. If the lessee commit any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance with a reasonable period, failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of substance of nuisance.
- D. Any losses suffered by the lessor on a fresh grant of 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.
- E. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) or any rule or regulations made there under shall be deemed to be duly served as provided us 43 of the U.P. Urban Planning and Development Act 1973 as re-enacted and modified by Uttar Pradesh President's Act (Re-enactment with modification) Act 1974 (U.P. Act No. 30 of 1974).
- F. The Chief Executive Officer of 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.
- G. All power exercise by the lessor under this lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorise any of its officers to exercise all or any of the powers exercisable by it under this lease.  
Provided that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of Chief Executive Officer.
- H. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee, who will also pay the stamp duty of transfer of immovable property levied, or any other duty or charge that may be levied by any authority empowered in this behalf.
- I. All arrears payable to lessor shall be recoverable as arrears of land revenue.
- J. In case of any clarification, or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the lessor shall be final and binding on the lessee.



- K. Any relaxation, concession or indulgence granted by the lessor to the Lessee shall not in any way prejudice the legal right of the lessor.
- L. In the event of any dispute with regard to the terms and conditions of the lease deed the same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of Judicature at Allahabad.
- IN WITNESS WHERE OF THE parties here to have set their hand on the day and in the year herein first above written.

In the presence of

1. Witness For and on behalf of the Lessor

Address

2. Witness For and on behalf of the Lessor

Address

Certified true and exact copy of the original in all respect.

LESSEE For and on behalf of the Lessor