## LEASE DEED





 Socief haven g us office at $47 / 4$ - One lift and $M / \mathrm{s}$ City Educational \& Social Welfare

 though Dr. Om Prakavh (General Secretary) on the OTHIER PORI

WHIRE AS the plow hereinafter described forms prof of the hand acquirer under the Land Acquisition Aet. 1894 and developed by tho l Lessor for the purpyic of setting up an urlum and uxdestrial township.
 at lease the said plot on the terms and conditions hereinafter appearing for the ह pupae of constructing a building for running an Engineering College according ton Building Plan approved by the Lessor.

## NOW THIS LEASE DEED WITNESSES AS FOLLOWS :

That is consideration of the premium of its $2,54,39,375 /$-(Two crores Fifty four Lakhs Thirty nine thousand Three hundred seventy five only) out of which Rs $77,23,750 \%$ (Seventy seven lakhs Twenty three thousand Seven hundred fifty only), have been paid tolan lessee to the lessor. (the receipt whereof the lessor doth hereby acknowledges) and amount shall be payable (a) $20 \%$ P.A. compoundable hall yearly below. Interest for delay stipulated by the Authority from time to time

1. Rs. $30,22,828 \%$
2. Ra. $30,22,828$ :
3. Rc $30,22,828 /$.
4. Rs $30,22,82 \mathrm{~g}=$
5. Rs $30,22,828 /$
6. $\mathrm{RS} 30.22,828 /$
7. $\mathrm{K}=30.22,828$ /
8. Rs 30,22,828\%.
on or before 11.04.2001
on or before $11.10 .2001 \operatorname{Le-} \angle P ?$
on or before 11.04.2002
on or before $11.10 .2002 \mathrm{~L} . \mathrm{R}$
on or before 11.04.2007
on or before 11.70 .2003 L P
on or before 10.04.2004
on or before 10.10 .2004 L K

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 (agley five only, paid on account of y carly lease rent ait $2.5 \%$ of the prescind Nine hundred the lestaif, and the raid lease rent have been pain l by the of the prenurym of the plot to


 option be pay tope time Incas rent as indicated above.

[^0]The lessor doth bereloy demise and lease to the lessee, all that plot of land on as is whets is has is mompimed by Mot No. 17 packet -
 Industrial Development Area Dished (fantom Itwith Naga contanest by admeasument $90,703: 82 \mathrm{SOM}$ " be the same, a little moose, or less, and bounded

and which sate plat st mow clearly stelincatcd and shown in the attached plan and therein stacked red
10) Itu 17 the said plot (lowtinafter referred to as the demised premises) with their agCatenaneex bite the $t$ essec to the term of Ninety Years commencing from 17 ... day of U266CL 2000 chop and always reserving to the lessor :
(a) The lessor reserves the fights and title to all mines, minerals, coals, washing gold, earth refs. gisarrics it or under the plots and full right and power at any time to do all as bs asti thing-wbich may be necessary or expedient for the purpose of searching for. working, and obtaining. removing and enjoying the same without providing or leaving Es. sectional support for the surface of the plots) or for the structure time being Entry thereon provided always, that the lessor shall make reasonable compensation - the athene lesser for all damages directly occasioned by exercise of the rights berets resent ed. The decision of the CEO on the amount of such compensation will be final and trindmg on the applicant.
obi A net of access to the allotted land, lay water mains, drains, sewers or electric wires under or above the demised premises, if deemed necessary by the lessor in developing the ara
(16) Yielding and paymy therefor yearly lease rent in advance during the said term into the lever in the 12 K ... day of Offorpand 2000 in each year (a) $25 \%$ of the total









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(a) The total pertincoble FAR of 125 , shall le catenated ont the plot ares and

(b) The bridity of use of lats l on the plot area shall be as per the building bye laws of the authority.
(c) That the lessee will whey and subtutit to all directions ismael or regulations made by the lessor mott existing or hereafter to exist mo far as the same are incidental to
 conventethec of dee sher inhathitants of the place.
(d) That the 1 exec will do the intemal development work of the plod according to the specification, regulation and sub-regulafions of the lessor at his own cost and erect st the detnised promises it incoordanee 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, a building for running an Engineering College only with all thecessat! severs, drains and other appurtenances according to the directions isetad or Regulations made in respect of buildings, drains, latrines and connection with sewers
(e) That the lessee will keep the demised premises and the buildings at all times in a stale of good and substantial repairs and in a hygienic sanitary condition to the satisfaction of the lessor.
(f) The lessee shall do the internal development work of the demised premises according to the rules and regulations of the Lessor.
(g) The lessee shall construct the building at its own cost after getting the layout and building plans approved by the Lessor as per the Regulations of the Lessor. The lessee shall submit layout and building plans for approval from the Lessor within two months. from the date of execution of lease deed. Completion of construction of the building comprising of Class Rooms, Tutorial Rooms. Laboratories, Erawiny Hall, Workshop, Library, Administrative Block and Hostel required for Fnymeering College shall be completed within eighteen months from the date of approval of the plans provided that the work is not delayed for restores beyond cowiof. the levee shall obtain completion certificate of the entire building
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 buidang plan by the Authority. In case the iniplicuat fails on sparibomplete

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permission of the Lessor. Such permission shall be at the sole discretion of the Chief Executive Officer of the Lesser or any officer authorised by him her. The discretion of the Lesser in the matter shall te conclusive, binding and final The lessee may. however, wi th the prot Notmission of the 1 egest and subject to such conditose as 11 mas impose. mortgage the demised premises to any financial institutions Bank Govt organisation for seeking loan to complete the Project
(Q) The allottee lessee shall mot be entitled to transfer the plot before or after the erection of the building without the prior permission of the lessor. In case of transfer, transfer changes as fixed by the Lessor shall be payable by the lessee to the lesser at the time of transfer The said uansfer shall only be executed after the prior NNmtissict in writing has been given by the Lessor In case the transfer is taken without the prier perntission in writing the action will be taken as breach of contract and the decision of the Chief Executive Officer l ascot hal! bi Mincing on the two parties.

Provided that in the evert of sale of foreclosure of the mortgaged 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 the parties concemed. That the lessor shall have first charge upon the demised premises for the amount of unpaid balance charges, interest and other dues of Authority.
(t) Thur 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.

Provided always that if the lessee or transferee or permitted assignees, as the case may be. will assign, relinquish, mortgage sub-let or transfer the demised premises and building thereon on the said tens will deliver at its own expense to the Lessor it its office attested copy of the assignment, relinquishment, mongage or transfer deed duly registered under the indian Registration Act or any other ameriding statute.
(5) Provided further that lessor shall have preemptive right to purchase the mortgaged of charged property after deducting such percentage as decided by the leven of the unearned increase as aforesaid The lessors right to recovery of the unearned increase and the preemptive right to purchase the propeny as mentioned herein before shall apply equally to involuntary sale or transfer, le/ it by or thruable execution of degree of insolvencyicour.
(1) That the levee will perm the members, officers and subordinates of the Lessor and workman and other employed by the lessor frown time to time and at all. Secreveny reasonable the of the day, dome the sand tom after three days previous notice to enter ittoratal up oo the drivel premise and bunking to be erected thereupon in order to import the same and carry sur necessary wonks mentioned before and the


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(b) That the lessee will constrict the funding according for the architectural and elevation content as presented by the lecoun and as get the buideng bye laws of the anthonily as permissible at the tum sulyoel the the changes as preseribedtif any ) in the fiume
(v) That the lessee will mot exec t on perm ul to be cered on any part of the demised promise any statue slack of other statures of description whatsoever for kecpuyt hevaice cattle, pother so whet animals except and in so far as may be allowed by the beset it waiting:
(w) That the lessee shall net excise option of determining the lease nor bold the 1 csson regontsable to make pard the damage if by fire, tempest, flood, or violence of amt of of a mol ot other resistible force any material part of the demised process wholly or puri ty destroy ed or rendered substantially or permanently unfit for thudding puaproes
(x) That the lessee shat endeavor to erect and complete the building on the leased lat with the stipulated period of five years from the approval of building plan and lowothe functional immediately thereafter, unless extension is allowed by the levant in exceptional circumstances and on such terms and conditions as it may impose.
(5) That in case the lessee does not construct building within the time provided for above. this deed of lease will be void and his interest in the property will Jetermine. However, in exceptional circumstances, extension can be allowed by the lessor or any officer authorised by him subject to the fulfillment of such conditions, charges as he may impose for the same.
(8) If the lessee does not abide by the terms and conditions and building Regulations or any other rules and regulations framed by the Authority, the lease may be determined by the lessor and the possession of the demised premises may be taken war by the lessor and the lessee in such an event will not be entitled to claims any comperisition in respect thereof.
(1) If the lessee fails to achieve the objects for which land has been allotted. the same shall resent tack to lessor on such terms \& conditions as Chief Executive Officer of the t ensor may decide and the decision of the lessor is conclusive and binding on the lessee:
(11) In addition to the other specific clause relating to cancellation the Authority/ lessor
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In the event of cancellation, mbles subthanse (t) above, the cutire deporits till the date of cancellation shall Iv forfcitel and peracobon of the plot will be resumed by the Autherisy leswor with sthelute thetest, if any, and the allotlee/leove will have no right io clann compowathent theocol
 monery shatt tre leqletiod and talanes swall le relanded without any intered
 PART1FS Tr MHESE PRISENTS AS FOLLOWING :-
(A) Notwithstandes: ansthuy: betentecome contained it there shall have been of the opiniev in the lesset (whowe decesion shall be final and binding) any breach by the lesser of am promet stannue: thotigh of under its of any of the convenants of conditiens herwintefints contamed and on its parts to be observed and performed and in particular atol withntef prejulice te the generality of the sub-ctause, if the lessec transfers nctinguislos. matigages or iexsigm the whole of part of the demised Prynise Ivfore constrscting an Engincering Cullege on it as hercinhefore provided within the feried mentioned in Clause II it shall be lawful for the Lessor without prevafice th any other right of netion of the lessor in respect of any breach of 4grevment. to re-enter the demised premises or any part thereof determine this demise and therempon if :-
(1) Ar the time of re-entry if the demised premises has not been occupied by any buthing constructed by the lessee thereon, the lessor may re-allot the demised permises and refund the payments already made without interest after deducting arroars of lease rent, if pending and $20 \%$ of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise or surronder by the lessee as the case may be to a minimum deduction of Rs. Ten Lacs (Rs 10.00.000/~)
(ii) At the time of re-entry if the demised premises are occupied by any building. , onstructed by the lessee thereon the lessee shall within a period of three months from the date of re-entry remove, from the demised premisess all erection or buitdings, fixtures and things which at any time and during the terms shall be affixed or set up within of upon the said premises and leave the said premises in as good a condition as it war on the date of demise, in default whereof the same shall become the property of the lesser without payment of any compensation to the lessec for the land and buidhop, fixtures and things thereon, but upon the lessec removing the erections buifding fextures and things before or withen the period herein specified the demised permitere shall be recaflotied aud the lessee may be paid such amount as may be determund by the lesan, provided that the hessor mary at its option agree to purchase the sand cecelean, buldings and fixtures upon payment to the lessec price therefor and fiof has interest in the premizes as may be mutually agreed upon.



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PRevalith that the experssion (hied Excentive omicer shatl include the Chief I wecutse Othiect for the lime being or any other oflicet who is entrusted by the Besor with the functions similar to those of Chiel Executive Officer.
(F) All ducs of the lessor shall be recoverable as arrears of lated revenuc.
(G) The entire legal eypenses of execution of thiss lease deed including the stamp duty and Kecistration charges shall be borne by the lessee.
(H) Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.
(1) The Chief Executive Officer or the lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.
(1) In the event of any dispute with regard to terms and conditions of the leatse deed, the same shall be subject to the jurisdiction of District Court of Gautam Budh Nagar (where the property is situated) or the High Court of Judicature at Allahabad.

IN WIINESS WHEREOF the parties hereto have set their hand on the day and in the year herein lisst above written.

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 Society Society having is office at 47/L-4, Jawabar Quarters. Begum Bridge, Meerut (hereinafter called the "Lessee" which expression shall unless contest does not so admit include heirs, excentors. administrators. representatives and permitted assigns) represented through Dr. Om Prakash Aggrawal (Gen. Secy) on the OTHED P.ART.

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 an urban and industrial township.

WHEREAS the Lessor has agreed to demise and the Lesses has aged to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing a building for running MCA Course according to Building Plan approved by the Lessor.

## NOW THIS LEASE DEED WITNESSES AS FOLLOWS :

1. That in consideration of the premium of Ra. 36,66,75ti- (Rupees Fifty Six Lakhs Sixty Sis Thousand Seven Hundred Fifty Four only) out of which Rs. 17,00,026/-( Rupees Seventeen Lakhs Twenty Six only), have been paid by the lessee to the lessor, (the reseip: whereof the lessor doth hereby acknowledge) and balance amount to be paid by the lesses in instalments indicated below. Interest for delay amount shall be payable (3) 20\% p. 2 compoundable half yearly for defaulted period or as stipulated by the Authority from time to Li:
2) Ps. 6,77,22S - on or before 25.05. 2001
i. Re. 6,77,228- on or before 24.02.2002
iii) $\mathrm{Pr} .6 .77,228 \mathrm{i}$ - on or before $25,0 \mathrm{0} .2002$

स.) Ps. $6,77,228 . \cdot$ on or before 24.02 .2003
v) Ps. 6,77,228 - on or before 25.08.2003
(i) Rs. 6,77,228/- on or before 24.02.2004
(ii) Ps. 6,77,228\%- on or before $24,08.2004$
(ii) Rs. $6,77,228 \%$ on or before 23.02.2005

And it consideration of Rs.
 paid on account of yearly lease venting 2.50 of the premium of the plot to the lessor, and the said base rent have bern paid by the lessee (the receipt whereof the lessor doth acknowledge) The total lase pent being $27.5 \%_{i}$ of the land cost which can be paid in lumpsum.


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and whish said plot is mors clearly delineated and shown in the 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 fromlzth day of January 2001 except and always reserving to the Lessor ：
（a）The lessor reserves the rights and title to all mines，minerals，coals，washing gold， earth oils，quarries in or under the plots 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 plots）or for the structure time being standing thereon provided always，that the lessor shall make reasonable compensation to the allotted Aessec for all damages directly occasioned by exercise of the rights hereby reserved．The decision of the CEO on the amount of suth compensation will be final and binding on the applicant．
（b）A right of access to the allotted land，lay water mains，drains，sewers or electric wires under or above the demised premises，if deemed necessary by the lessor in developing the ares：
（c）Yielding and paying therefor yearly lease rent in advance during the said term into the lessor on the $12^{\text {d }}$ day of January in each year © $2.5 \%$ of the total premium during the first ten years．The lessee shall pay unto the lessor at its office or as otherwise directed lease rent in advance on yearly basis．The lease rent would be Rs．1， 41,669 ：annually for the first ten years chargeable from the dato of execution of lease deut．The lessee shall pay lease rent annually in advance without waiting for any demand notice or reminder thereof．The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding $50 \%$ of that annual lease rent payable at the time of such enhancement and in such case a Supplementary Dead will be executed by both the parties．In case of default in payment of base rent interest e200 per annum compounded every hats yearly would be chargeable for the delayed period．


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 possestion of entmevable proverty of so far as they atfeet the hesath safety or converience of the ofher mhatituts of the place.
(e) That the Lessee will do the intamal develognent work of the plot aceording to the specification. regulation and sutb-tgelations of the lessor at his oven cest and erest on the demised premises in aceertras: with the Plath, olvevation and stesgen and in a position to be approved by the Lessor or any officer authorised by the Lessor in thut behalf in writing, a building for running MCA Course only with all necessary sewers, drains and other apperienances according to the directions issued or Regulations made in respect of buildings, drains, latrines and connection with sewers.
(d) Thar the lessee will keep the demised premises and the buildings at all times in 3 state of good and substaatial repairs and in a hygienic sanitary condition to the satisfation of the lesser.
(e)The lessee shall do the interaal development work of the demised premises atcerding to the rules and regulations of the Lessor.
(f) The lessee shatl construst the building at its own cost after getting the layout and building plans approved by the Lessor as per the Regulations of the Lessor. The lesse: shall sebmit layout and building plans for approval from' the Lessor within two monthe from the date of exseution of leass dead. Complation of construstion of tha Phase 1 shall be completed within eighteen months from the date of approval of Building Plans provided that the work is not delayed for tazsons beyond zoatrol. The lessef shall oblain cempistion centiulcate, of the entive building widhin dures years from the date of approval of Building Plan.
(g) The lesses thall start conarustion within six months from the date of approval of building plan by the Authority, In case the applicant fails to start'complete constuction or commenee the astivity for which the land has been alloned, withir the timz period, or exmeded time period desided for the pupose, the allotment'lease can be cancell d determined as per clause (2) of this lease deed .
(b) The lessed will cany out all directions of authority in reapect of the maintenanse of building, plot and surrounding areas as well as with regards to the provisions of the urban serviecs.
(i) That the lewse at his own expense will akke permission for sewerage, electriciry, water cranestions from the censerned deparments of the Authexity or from the empetent authonity in this regard.


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