

4666/2017



CORRECTION DEED

THIS DEED is made on the 3rd day of March 2017 between GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Sec. 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act, No.6 of 1976) hereinafter called the '**LESSOR**' or First Party which expression shall unless the context does not so admit include its successors and assignee on the **One Part**.

And

M/s Nav Chetna Education Trust, 129, DDA Site-I, New Rajinder Nagar, New Delhi-110060, Through its Trustee Bhavna Kaushal (Pan No.-AHCCK9632R, Adhar No.-255931361736) W/o Sh. Dinesh Pahuja, R/o 129, DDA Site-I, New Rajinder Nagar, New Delhi-110060, (hereinafter referred to as the '**LESSEE**'), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns, of the **SECOND PART**;

For & on behalf of
Lessor

Lessee

For Nav Chetna Educational Trust

Bhavna
Trustee

187

14-03-2017

क्रम सं०.....स्टॉप विजय की तिथि.....

स्टाम्प क्रय करने का आयोजन.....

स्टाम्प क्रेता का नाम व पता.....

स्टाम्प की धनराशि.....

श्री रमेश स्टांप विक्रेता

ला.सि.सं. 101/11-12 अवधि 31-3-2017

उपनि. 44 नयागढ़ रोड नौरडा, पीतनबुद्ध नगर

M/s - Nav Chetha Education
New Delhi



WHEREAS pursuant to Lease Deed dated **31-03-2015** entered into between the Lessor and Lessee, the Lessor allotted all his rights, title and interest to the Lessee in the **Institutional Plot No. 20C, Sector-Techzone-IV**, admeasuring Area-**28000** Sqm., situated in the Greater Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the "**Property**") which was duly registered under **Book No. 1, Vol. No. 17881, Page No-167/194, Document Number-7245, dated 31-03-2015** in the office of Sub-Registrar, Greater Noida, Distt. Gautam Budh Nagar(U.P.), (hereinafter referred as "**Lease Deed**").

2
For & on behalf of
Lessor

2
Lessee

For Nav Chetna Educational Trust

[Signature]

[Signature]
Trustee

तितम्मा

100.00 120 220.00 48
फीस रजिस्ट्री नकल व प्रति शुल्क योग पृष्ठों की संख्या

मे0 नव चेतना एज्युकेशन ट्रस्ट द्वारा भावना कौशल

पत्नी श्री दिनेश पाहुजा
व्यवसाय शिक्षक

निवासी स्थायी 129 डीडीए साईट-1 न्यू राजेन्द्र नगर नई दिल्ली-110060
अस्थायी पता 129 डीडीए साईट-1 न्यू राजेन्द्र नगर नई दिल्ली-110060
ने यह लेखपत्र इस कार्यालय में दिनांक 6/3/2017 समय 12:09PM
वजे निवन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर
6/3/2017

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

प्रथम पक्ष

श्री कमल सिंह
प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0 द्वारा कैलाश भाटी
प्र0सं0
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी

द्वितीय पक्ष

मे0 नव चेतना एज्युकेशन ट्रस्ट द्वारा भावना कौशल
पत्नी श्री दिनेश पाहुजा
पेशा शिक्षक
निवासी 129 डीडीए साईट-1 न्यू राजेन्द्र नगर नई
दिल्ली-110060

ने निष्पादन स्वीकार किया।

जिनकी पहचान दलजीत शर्मा

सतपाल शर्मा

पेशा

निवासी 2567 मंदिर वाली गली सादीपुर मैन बाजार

व शाहबुददीन
अब्दुल रशीद

पेशा नौकरी

निवासी आई-6 बीटा द्वितीय ग्रेटर नौएडा गौतमबुद्धनगर उ0प्र0

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर

By clerical mistake in above lease deed dated 31-03-2015, the details of purpose of construction of building has been wrongly mentioned on page no.-2,5,9 & 10 in above lease deed.

7

For & on behalf of
Lessor

Lessee

3

For Nav Chetna Educational Trust

प्रथम पक्ष

Registration No.: 4666

Year : 2,017

Book No. : 1

0101 कमल सिंह प्रतिनिधि ग्रेड नौकरी विभाग द्वारा कैलाश भाटी प

ग्रेड नौकरी विभाग गौतम बुद्ध नगर उग्र
नौकरी



The above change in the Page No-2 Paragraph- 3 on Line No.-3 and Page No-5, Para-i) on Line No.-5 and Page No-9, Para-kk) on Line No.-1 and Page No-10, Para-rr) on Line No.-7 "Vocational Training Hub, Management Institute, Senior Secondary School/Degree College" is correct and the part of the Lease Deed in place of "Vocational College". The chargeability of the stamp duty does not effect.

7

For & on behalf of
Lessor

Lessee

4

For Nav Chetna Educational Trust

Signature

द्वितीय पक्ष

Registration No. : 4666

Year : 2,017

Book No. : 1

0201 मै0 नव चेतना एज्युकेशन ट्रस्ट द्वारा भावना कौशल
दिनेश पाहुजा
129 डीडीए साईट-1 न्यू राजेन्द्र नगर नई दिल्ली-110060
शिक्षक



For evidence the copy of allotment letter dated 05-08-2014, copy of letter of correcting the allotment letter dated 21-10-2014, allocation letter dated 01-08-2014, copy of application form etc. are being enclosed for reference.

2
For & on behalf of
Lessor

5
Lessee
For Nav Chetna Educational Trust
Bhargava
Bhargava
Trustee

गवाह

Registration No.: 4666

Year : 2017

Book No. : 1

W1 दलजीत शर्मा

सतपाल शर्मा

2567 मंदिर वाली गली सादीपुर मैन बाजार दिल्ली-110008



W2 शाहबुददीन

अब्दुल रशीद

आई-6 बीटा द्वितीय ग्रेटर नौएडा गौतमबुद्धनगर उ०प्र०

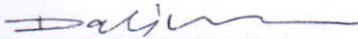
नौकरी



IN WITNESS whereof, the parties, hereto, have signed this Correction Deed on the Day year first mentioned above.

Witnesses :

Signed for & on behalf of the
AUTHORITY

(1) 

Name: Daljit Sharma S/o Sh. Satpal Sharma
Address : 2567, Mandir Wali Gali,
Shadipur Main Bazar, Delhi-110008
(Voter id No.-TCE1130541)


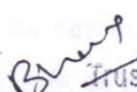
()

(2) 

Name: Shahbuddin S/o Abdul Rashid,
R/o I-6, Beta-2, Greater Noida
Voter Id No.-NDT3887957

LESSEE


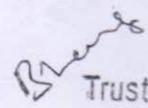
For Nav Chetna Educational Trust

  Trustee

For & on behalf of
Lessor

Lessee

For Nav Chetna Educational Trust

  Trustee

आज दिनांक 06/03/2017 को

वही सं. 1 जिल्द सं. 22844

पृष्ठ सं. 111 से 158 पर क्रमांक 4666

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

6/3/2017



7245/15



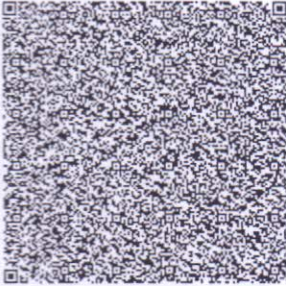
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP00974209158380N
Certificate Issued Date : 26-Mar-2015 01:10 PM
Account Reference : SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPSHCIL0101140510204552N
Purchased by : MSRS NAV CHETNA EDUCATIONAL TRUST
Description of Document : Article 35 Lease
Property Description : PLOT NO.20C, SECTOR-TECHZON-4, GREATER GAUTAM BUDH NAGAR, UTTAR PRADESH
Consideration Price (Rs.) : 18,78,24,000
(Eighteen Crore Seventy Eight Lakh Twenty Four
First Party : GREATER NOIDA INDUSTRIAL DEVELOPMENT
Second Party : MSRS NAV CHETNA EDUCATIONAL TRUST
Stamp Duty Paid By : MSRS NAV CHETNA EDUCATIONAL TRUST
Stamp Duty Amount(Rs.) : 1,31,04,000
(One Crore Thirty One Lakh Four Thousand onl)



-----Please write or type below this line-----



For Nav Chetna Educational Trust

0002296882

Trustee

VOID VOID VOID VOID VOID VOID
VOID VOID VOID VOID VOID VOID

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

LEASE DEED

This Lease Deed made on the 31st day of March in the year Two Thousand Fifteen between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the "Lessor" which expression shall unless the context M/s Nav Chetna Education Trust., 129, DDA Site-I, New Rajinder Nagar, New Delhi-110060. Through its Trustee Bhavna Kaushal W/o Sh. Dinesh Pahuja, R/o129, DDA Site-I, New Rajinder Nagar, New Delhi-110060. Age 35 Years, hereinafter called the "Lessee" which term shall unless repugnant to or inconsistent with the context mean and include its successors in interest and 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 an 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 a building for **Vocational College** according to the Building Plan approved by the Lessor.

NOW THIS LEASE DEED WITNESSES AS FOLLOWS:

That in consideration of the premium of Rs.18,78,24,000/- (Rupees Eighteen Crore Seventy Eight Lac Twenty Four Thousand Only) out of which Rs. 5,63,47,200/- (Rupees Five Crore Eighty Sixty Three Lac Forty Seven Thousand Two Hundred only) hereby acknowledge and 70% balance amount to be paid by the lessee in installments indicated below along with interest @ 12% p.a.. In case of default in payment of installment interest @ 15% per annum compounded every quarterly/half yearly would be chargeable for the delayed period. But interest shall not be the part of premium.

S.No.	Instalment	Due Date	Principal(in Rs.)	Interest(in Rs)	Total Payable(in Rs)
1	Installment-01	4-Apr-15	7793554.00	7888608.00	15682162.00
2	Installment-02	4-Oct-15	8261167.00	7420995.00	15682162.00
3	Installment-03	4-Apr-16	8756837.00	6925325.00	15682162.00
4	Installment-04	4-Oct-16	9282247.00	6399915.00	15682162.00
5	Installment-05	4-Apr-17	9839182.00	5842980.00	15682162.00
6	Installment-06	4-Oct-17	10429533.00	5252629.00	15682162.00
7	Installment-07	4-Apr-18	11055305.00	4626857.00	15682162.00
8	Installment-08	4-Oct-18	11718623.00	3963539.00	15682162.00
9	Installment-09	4-Apr-19	12421741.00	3260421.00	15682162.00
10	Installment-10	4-Oct-19	13167045.00	2515117.00	15682162.00
11	Installment-11	4-Apr-20	13957068.00	1725094.00	15682162.00
12	Installment-12	4-Oct-20	14794492.00	887670.00	15682162.00

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प्रबन्धक (संस्थागत)
ग्रेटर नोएडा औद्योगिक-वि. प्राधिकरण

7,71,19,274
92796436/-

For Nav Chetna Educational Trust
Bhavna Kaushal
Trustee

पट्टा विलेख (90 वर्ष)
262,080,000.00 10,000.00 50 10,050.00 2,500

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

पत्नी श्री दिनेश पाहुजा
व्यवसाय व्यापार
निवासी स्थायी 129 डीडीए साईट-1 राजेन्द्र नगर नई दिल्ली-110060
अस्थायी पता 129 डीडीए साईट-1 राजेन्द्र नगर नई दिल्ली-110060
ने यह लेखपत्र इस कार्यालय में दिनांक 31/3/2015 समय 4:45PM
वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(जे०पी०सिंह, प्रभारी)
उपनिबन्धक सदर

गौतमबुद्धनगर

31/3/2015

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री कमल सिंह
प्रतिनिधि ग्रे०नौ०ओ०वि०प्रा० द्वारा कैलाश भाटी
प्र०सं०
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी



मै० नव चेतना एज्युकेशन ट्रस्ट द्वारा मावना कौशल
पत्नी श्री दिनेश पाहुजा
पेशा व्यापार
निवासी 129 डीडीए साईट-1 राजेन्द्र नगर नई
दिल्ली-110060



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री पवन कुमार

पुत्र श्री काल्लू प्रसाद

पेशा

निवासी दत्तौली श्योहरा मऊ जिला उन्नाव

व श्री ओंकार नाथ दूबे

पुत्र श्री एच०एन० दूबे

पेशा

निवासी प्लॉट नं०-57 महिला उद्यमी पार्क-1 ग्रेटर नौएडा

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(जे०पी०सिंह, प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

And in consideration of Rs.--- /- (**Rupees --Only**) paid on account of one time lease rent @ 27.5% of the premium of the plot to the lessor, and the said lease rent have been paid by the lessee (the receipt whereof the lessor doth acknowledge). The total lease rent being 27.5 % of the land cost which can be paid in lump sum.

The Lessor both hereby demise and lease to the lessee, all that plots of land on as is where is basis mentioned as **Plot No. 20C, Sector- Techzone-IV**, situated in Greater Noida Industrial Development Area District Gautam Budh Nagar, (UP) contained by admeasurements **28000 Sqm** be the same, a little more, or less, and bounded.

Admeasurements -**28000 Sqm**

ON THE NORTH BY -
ON THE SOUTH BY -
ON THE NORTH EASTBY - **As per lease plan attached**
ON THE SOUTH WEST BY -
ON THE SOUTH EAST BY -
ON THE NORTH WEST BY -

and which said plot is more 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 from **Day 31st of March, 2015 except** and always reserving to the Lessor :

b)Yielding and paying therefore yearly lease rent in advance during the said term into the lessor on the **31st of March, 2015**, 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.46,95,600/- (Rupees Forty Six Lac Ninety Five Thousand Six Hundred Only)** annually for the first ten years chargeable from the date of execution of lease deed. 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 the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the allottee. In case of default in payment of lease rent interest @15% per annum compounded every half yearly would be chargeable for the delayed period.

II. AND THE LESSEE BOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

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

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प्रबन्धक (संस्थागत)
ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

18/11/15

पट्टा दाता

Registration No.: 7245

Year : 2,015

Book No. : 1

0101 कमल सिंह प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0 द्वारा कैलाश भाटी प

ग्रे0नौ0ओ0वि0प्रा0 गौतमबुद्धनगर
नौकरी.



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) 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 CEO on the amount of such compensation will be final and binding on the applicant.

PAYMENT:

- b) That the lessee will pay to the lessor the balance of the premium in installments mentioned in the clause I above by the dates mentioned therein. If the lessee shall fail to pay any installment by the due date for payment thereof, he shall thereafter pay the same with interest as mentioned in clause – I above. The payment made by the lessee shall be first adjusted towards the interest due, If any and thereafter towards the premium, if any, and balance, if any shall be appropriated towards the lease rent notwithstanding and direction/request of the lessee to the contrary.

MORTGAGE:

- c) That the lessee will in no case assign, relinquish (except in favour of the Lessor), sublet, transfer or part with possession of the demised premises without prior permission of the Lessor. Such permission shall be at the sole discretion of the Chief Executive Officer of the Lessor or any officer authorized by him/her. The discretion of the Lessor in the matter shall be conclusive, binding and final. The 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 financial institutions/Bank/Govt. organization for seeking loan to complete the Project.

Provided that in the event of sale or 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 concerned. That the lessor shall have first charge upon the demised premises for the amount of unpaid balance charges, interest and other dues of Authority.

- d) Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid. The lessors right to 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 degree of insolvency/court.

- e) That the Lessor shall have the first charge upon the demised premises for the amount of unpaid balance, charges, interest and other dues of the Authority.

CONSTRUCTION:

2

प्रबन्धक (संस्थागत)
ग्रेटर नोएडा औद्योगिक वि. प्राधिकरण

पं. नं. 1/2017-2018
15/11/2017

पट्टा गृहीता

Registration No. : 7245

Year : 2,015

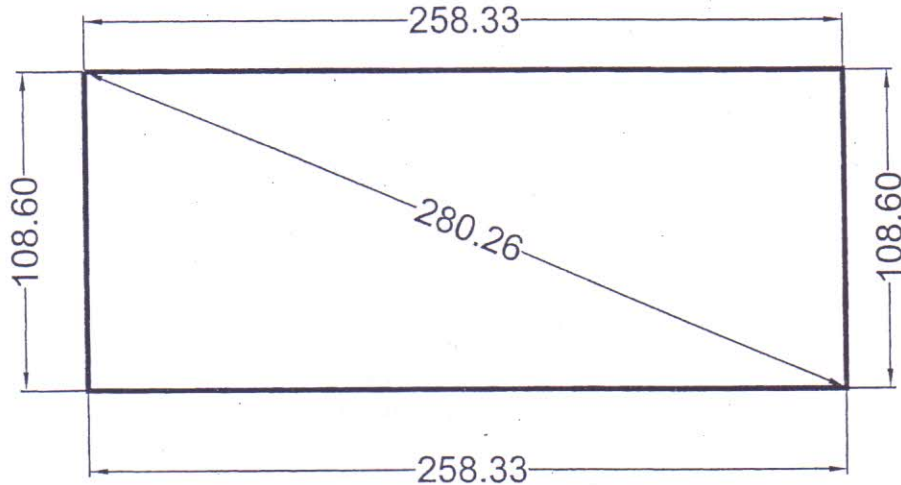
Book No. : 1

0201 मै0 नव चेतना एज्युकेशन ट्रस्ट द्वारा भावना कौशल
दिनेश पाहुजा
129 डीडीए साईट-1 राजेन्द्र नगर नई दिल्ली-110060
व्यापार



PLOT NO-20C

24.0M WIDE ROAD



प्रत्यक्ष (संस्थागत)
ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

For Nav Chetna Educational Trust

Nav Chetna
Trustee

AREA -28000 SQM.

SIGN—

SIGN—



POSSESSION TAKEN OVER

POSSESSION HANDED OVER

LEASE PLAN FOR
PLOT NO—**20C**
OF TELECOM ZONE
GREATER NOIDA

PROJ. DEPTT.

ASST. MANAGER

MANAGER

SR. MANAGER

LAND DEPTT.

LAW DEPTT.

A.L.O.

MANAGER

PLNG. DEPTT.

SR. DRAFTSMAN

SR. EXECUTIVE



**GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY**

f) The total permissible FAR shall be calculated on the plot area and ground coverage as per the building byelaws of the Authority.

g) The lessee shall have to erect and complete the construction / building(s) on the demised premises at its own cost after getting the layout and building plans approved by the lessor and get completion certificate within 03 years from the due date of Execution of lease deed. The minimum covered area for getting occupancy certificate would be as follows:-

Sl.No.	Size of allotted plot (in sq.m.)	Minimum covered area
1.	Upto 10000	40% of permissible F.A.R.
2.	10001-20000	35% of permissible F.A.R.
3.	20001-80000	30% of permissible F.A.R.
4.	80001 -200000	25% of permissible F.A.R.
5.	200001 -400000	20% of permissible F.A.R.
6.	400001 and above	15% of permissible F.A.R.

Thereafter within six months from issuance of completion certificate, the allottee / lessee shall ensure the functioning on the allotted plot and get the functional certificate from the lessor. In case of failure to do so, penalty shall be charged 4% of the total premium per year on pro-rata monthly basis or as revised by lessor/CEO from time to time.

h) In case the applicant fails to start/complete construction or commence the activity for which the land has been allotted, within the time period, or extended time period, decided for the purpose, the allotment/lease can be cancelled/determined. On such cancellation/determination 20% of the premium will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon with the lessee having no rights to claim compensation thereof. The balance amount shall be refunded without any interest.

i) That the Lessee will do the internal development work of the plot according to the specification, regulation and sub-regulations of the lessor at his own cost and 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 authorized by the Lessor in that behalf in writing, a building for running an **Vocational College** 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.

j) That the Lessee will not erect or permit to erect any building on the demised premises without the previous permission in writing of the Lessor. The plan should be approved by the appropriate authority or any officer authorized by the Lessor on that behalf and in case of any deviation from such terms of plan, will immediately upon receipt of notice from the Lessor require him to correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation in 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 corrected at the expenses of the Lessee which expenses the lessee

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Trustee

hereby agrees to reimburse by paying to the Lessor such amount as the Lessor (whose decision shall be final) shall fix in that behalf.

k) That the lessee will construct the building according to the architectural and elevation control as prescribed by the lessor and as per the building bye laws of the authority as permissible at the time subject to the changes as prescribed (if any) in the future.

TRANSFER:

l) The allottee/lessee shall not be entitled to transfer the plot before getting functional certificate from the lessor without prior permission of the lessor. 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. The said transfer shall only be executed after the prior permission in writing has been given by the Lessor. In case the transfer is taken without the prior permission in writing the action will be taken as breach of contract and the decision of the Chief Executive Officer/Lessor shall be binding on the two parties.

m) Transfer may be allowed only to such institutions whose activities are similar for which land has been allotted. Partly transfer shall not be allowed. In case of transfer, transfer charges as fixed by the lessor shall be payable by the lessee to the Lessor.

MAINTENANCE:

n) That the lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent Authority in this regard and 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.

o) That the lessee shall abide by all Regulations, Bye laws and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and the rules made therein.

p) If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses in carrying out such work shall be borne by the lessee.

q) That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals are indecent or immoral. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.

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13/11/2018

r) In case of non compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and/or expedient.

s) The lessee will carry out all directions of authority in respect of the maintenance of building, plot and surrounding areas as well as with regards to the provisions of the urban services.

t) That the lessee will keep the demised premises and the buildings at all times in a state of good and substantial repairs and in a hygienic sanitary condition to the satisfaction of the lessor.

FOR HOSPITAL ONLY:

u) The lessee of a Hospital shall arrange to provide a daily O.P.D. for at least two hours in the morning and two hours in the evening. The facility would be provided free of cost by the lessee hospital.

v) The lessee shall reserve at least 10% of the beds for the economically weaker section and the patient occupying these beds would not pay any charges for bed, consultation and O.T., in addition 15% beds would be reserved for economically weaker section of Greater Noida Area and they would be asked to pay only 50% of the normal charges of bed, consultancy and O.T.

w) The lessee would provide emergency facility of all nature, round the clock.

x) The lessee would have the facility of adequate disposal of dressing and other waste material and the same would be done to the satisfaction of statutory bodies of Central/State Govt.

aa) The Lessee shall obtain necessary recognition from the competent Authority for its academic courses before the commencement of classes.

FOR NURSERY/SENIOR SECONDARY/HIGHER SECONDARY SCHOOL:

bb) The Lessee shall ensure that ten students in the inception class shall be admitted on the basis of eligibility and nomination by the Chief Executive Officer of the Lessor. However this shall be subject to overall.

cc) Lessee shall ensure that two students in each section in each class but not less than five students if the number of sections is less than three, in the Senior Secondary School/Nursery School shall be admitted on the basis of eligibility and nomination by the Chief Executive Officer of the Lessor.

dd) The fee/charges structure of the school would be such so as to meet the aspirations of various sections of the society especially the poor/economically weaker.

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Ramesh

ee) The lessee in consultation with the Lessor shall make its admission policy for locals so that a certain percentage of the students from the Lessor's area find representations in various classes on the basis of eligibility.

CANCELLATION:

ff) 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 determine. 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.

gg) 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 over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

hh) If the lessee fails to achieve the objects for which land has been allotted, the same shall revert back to lessor on such terms & conditions as Chief Executive Officer of the Lessor may decide and the decision of the lessor is conclusive and binding on the lessee.

In addition to the other specific clause relating to cancellation the Authority/Lessor shall be free to exercise its rights of cancellation of lease/allotment in the case of:

1. Allotment being obtained through misrepresentations/suppression of material facts.
2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
3. Default on the part of the applicant/allottee lessee for breach violation of terms and conditions of registration allotment/lease and/or non-deposit of allotment money.

- (i) If lessee makes default in payment of premium and interest for two consecutive installments the lessor shall have right to determine the lease and resume the possession.

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Authority/lessor with structure thereon, if any, and the allottee/lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (2) & (3) above, the entire registration money shall be forfeited and balance shall be refunded without any interest.

OTHER CLAUSES:

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ii) 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.

jj) In case of default of any payment due to the Authority, either as lease rent or installment or otherwise, the Authority besides taking the steps for the recovery of the same as mentioned in the terms and conditions, may also request the concerned departments supplying water and electricity to the lessee, to disconnect such supply. The lessee shall not raise any objection to such request unless and until payment in this regard is made to the Authority. However in case of disconnection of electricity and water on the request of the Authority the same shall be restored immediately by the concerned department on production of proof of payment to the Authority of the amount due/No Objection certificate from the Authority.

kk) That the lessee shall use the demised premises only to run an **Vocational College** only 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 offer to be done on demised premises or any part thereof, any act or thing which may be or grow to be a nuisance, damage, annoyance, or inconvenience to the Lessor or the owners, occupiers of other premises in the neighborhood.

ll) that the lessor shall be a Corporate Member of the Social and Cultural Club. The lessor shall be entitled to nominate the maximum of ten tenure members at a time. The rates in respect of tenure members shall be fixed by the lessor in consultation with the lessee and the same shall be reviewed after every three years.

The lessor shall form a policy and guidelines for nomination of the tenure member. the tenure member ship fee at present is fixed at Rs. 2500/- per member. The tenure member after fulfilling the criteria fixed by the lessor and after getting the names duly recommend can acquire the life membership of the Social and Cultural Club. However, the tenure members shall have to pay for the said purpose the balance life membership fee which may be fixed by the Lessor for its nominees from time to time in consultation with the Lessee. At present, the life membership fee for the nominated tenure members of the lessor is fixed as Rs. 2500/-.

mm) 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 sub-division thereof by metes and bounds or otherwise.

nn) 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 terms will deliver at its own expense to the Lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed duly registered under the Indian Registration Act or any other amending statute.

cf

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oo) That the lessee will permit the members, officers and subordinates of the Lessor and workman and other employed by the lessor from time to time and at all reasonable time of the day, during the said term after three days previous notice to enter into and upon the demised 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 tenants.

pp) 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 description whatsoever for keeping horses, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.

qq) That the lessee shall not exercise option of 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 rendered substantially or permanently unfit for building purposes.

rr) Notwithstanding anything hereinbefore contained if there shall have been of the opinion in the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under its of any of the covenants or conditions hereinbefore contained and on 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 part of the demised premises before constructing building for **Vocational College** on it as herein before provided within the period mentioned in 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 determine this demise and thereupon if :-

- i) At the time of re-entry if the demised premises has not been occupied by any building constructed by the lessee thereon, the lessor may re-allot the demised premises and refund the payments already made without interest after deducting arrears of lease rent, if pending and 24% of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise or surrender 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 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 buildings, fixtures and things thereon, but upon the 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

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may be paid such amount 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.

ss) If lessee is found to have obtained the allotment and the 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.

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

- A. Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under his shall be recoverable by the lessor.
- B. 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 Rules or Regulations or Directions made there under shall be deemed to be duly served as provided u/s 43 of the Uttar Pradesh Urban Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P. Act No. 30 of 1974).
- C. All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorize any of its other officers to exercise all or any of the power exercisable by it under this lease.
- D. 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.
- E. All dues of the lessor shall be recoverable as arrears of land revenue.
- E1 DAILY MEMBERSHIP IN THE SOCIAL CULTURAL CENTRE WOULD BE STRICTLY BANNED AND ONLY ANNUAL MEMBERSHIP WOULD BE CONSIDERED BY THE LESSEE. IT IS FURTHER CLARIFIED THAT TENURE LESS THAN ONE YEAR WOULD NOT BE ALLOWED IN ANY CIRCUMSTANCES.
- F. The entire legal expenses of execution of this lease deed including the stamp duty and registration charges shall be borne by the lessee.
- G. Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.

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For and on behalf of the Lessor
[Signature]

फोटो फार्म

कार्यालय उपनिबन्धक, सदर, गौतमबुद्ध नगर।

लेखपत्र संख्या-...../2013, जिल्द संख्या..... रजिस्ट्री तिथि.....

प्रथम पक्ष



Name:

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ग्रेटर नोएडा औद्योगिक वि. प्राधिकरण

द्वितीय पक्ष



Name:

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Witness-1



१२

Name:

Witness-2

१२

Name:



- H. 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.
- I. In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer of the Authority shall be final and binding.
- J. That all General and Special terms and conditions as contained in the Brochure of the Authority shall form part of this lease deed. In case of any contradiction the clauses of the lease deed will prevail.
- K. In the event of any dispute with regard to terms and conditions of the lease deed, the same shall be subject to the jurisdiction of District Court of Gautam Budh Nagar where the property is situated) or the Hon'ble High Court of Judicature at Allahabad.
- L. IN WITNESS WHEREOF the parties hereto have set their hand on the day and in the year herein first above written.

(1) IN THE PRESENCE OF
Witness *Lawyer Ramkrishna S/O Kallu Prasad*
Address *Datauly, Sahasr Mall, Vmnao*

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For and on behalf of the lessor

(2) Witness *Omkan Nath Dubey*
Address *Plot No-57, mup 2, Ecotech-II
Gurgaon, Haryana*

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For and on behalf of the lessee

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

For LESSEE Bina Educational Trust

Trustee
Trustee

7
For and on behalf of the Lessor

ग्रेटर नोएडा औद्योगिक वि. प्राधिकरण

आज दिनांक 31/03/2015 को

वही सं. 1 जिल्द सं. 17881

पृष्ठ सं. 167 से 194 पर क्रमांक 7245

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



(जे०पी०सिंह, प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

31/3/2015