



## Yamuna Expressway Industrial Development Authority

### AGREEMENT TO LEASE (BHS01)

This AGREEMENT TO LEASE is made on this .....th day of ....., 20\_\_\_, by and between YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY, an AUTHORITY constituted under the provisions of the U.P. Industrial Area Development Act, 1976 (UP. Act 6 of 1976), hereinafter called the AUTHORITY, which expression , unless the context does not admit, shall include its successors of the ONE PART AND Sh \_\_\_\_\_

S/o, D/o, W/o \_\_\_\_\_  
R/o \_\_\_\_\_

\_\_\_\_\_ herein after referred to as the ALLOTTEE, which unless the context does not admit, include its successors / legal heirs.

WHEREAS land described in this Agreement forms part of the land which has been acquired by acquired by the AUTHORITY and developed as part of the industrial development area in accordance with and pursuant to the provisions of the U.P. Industrial Area Development Act, 1976.

AND WHEREAS the AUTHORITY, vide Allotment Letter No BHS01/Property/2014/\_\_\_\_\_ has allotment No ..... allotted Flat bearing No. \_\_\_\_\_ in Sector ....., admeasuring about ..... sq mt to the ALLOTTEE on the terms and conditions as set out in the of the Brochure of Scheme Code No. .... and the said Allotment dated ...../...../.....

Lessor

Lessee



AND WHEREAS development in Sector-..... is in progress and would take some more time before the lease deed in respect of the allotted plot can be executed.

AND WHEREAS, Government Of Uttar Pradesh has issued Notification No. 3066/11-5- 2009-500 (100)/ 2008 dated 12<sup>th</sup> June, 2009 where under it is provided that if an agreement to lease is executed within a period of six months from the date of allotment then the valuation on which the lease deed when actually executed and registered shall be the one stated in the allotment letter and not the rate which would be prevalent on the date of execution of the lease deed.

AND WHEREAS in terms of the said notification dated 12th June 2009 , the ALLOTTEE is desirous of taking the benefit of the said notification and has consequently approached the AUTHORITY for execution of the agreement to lease and the AUTHORITY is agreeable to accept the request of the ALLOTTEE.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That in consideration of ;
  - a. the premium for the plot as stated in the allotment letter, details whereof are set out hereunder

Particular	Premium	Interest	Installment	Due Date	Paid / Un-paid
Allotment Money					
Inst-01					
Inst-02					
Inst-03					
Inst-04					
Inst-05					
Inst-06					

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Inst-07					
Inst-08					
Inst-09					
Inst-10					
Inst-11					
Inst-12					
Inst-13					
Inst-14					

out of which allotment money/installment nos \_\_\_ to ..../..../..... have been paid and the remaining the ALLOTTEEs undertakes to pay as per the above schedule

- a.1. In the event , after the date of allotment , any increase in the compensation paid / payable to the landowners whose land was acquired and developed on which the demised plot is located , by any Court of Law authority or otherwise , then the Lessee shall be liable to pay such differential amount as may be called upon by the LESSOR
- b. And the lease rent to be paid in the manner mentioned in this agreement
- c. And the covenants, provisions and agreements hereinafter contained and on the part of the ALLOTTEE to be respectively paid, observed and performed
- d. And due compliance to the detailed terms and conditions to be stipulated in the lease deed which shall later on be executed by the AUTHORITY in favour of the ALLOTTEE ;

the AUTHORITY doth hereby execute this agreement to lease in favour of the ALLOTTEE, in respect of the plot of land on as is where is basis numbered as \_\_\_\_\_ , Sector \_\_\_\_\_ , Yamuna Expressway Area , District Gautam Budh Nagar contained by all measurement \_\_\_\_\_sqm, be the same a little more, or less, and, bounded as below tentatively.

Lessor

Lessee



On the North by

On the South by

On the East by

On the West by

Exact boundaries will be decided at the time of preparation of final lease plan

along with their appurtenances . The term of the lease deed shall be 90 years commencing from the date of execution of the lease deed (and the terms shall be computed in accordance with Article 3 hereafter occurring ) except and always reserving to the AUTHORITY full rights and title to all mines and minerals in and under the allotted premises or any part thereof, yielding and paying there for yearly lease rent in advance during the said term unto the AUTHORITY on the.....th day of ....., 20 in each year at the rate of 1% of the total premium during the first ten years. The ALLOTTEE shall pay lease rent unto the AUTHORITY at its office or as otherwise directed lease rent in advance on yearly basis. The lease rent would be **Rs. 0.00 (Rs. in words also Nil)** annually for the first 10 years chargeable from the date of execution of the lease deed and would be payable within 10 days from the date of execution of the lease deed, without waiting for any demand notice or reminder therefore. The lease rent may be enhanced after every 10 years from the date of execution of the lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement. In case of default in payment of lease rent, interest @15% per annum compounded every half yearly would be chargeable for the delayed period. The ALLOTTEE will also have the option of paying the lease rent one time in lump sum 10% of the total premium on or before the execution of the lease deed.

2. AND THE ALLOTTEE DO TH HEREBY DECLARE AND COVENANT WITH THE AUTHORITY IN THE MANNER FOLLOWS:

Lessor

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- i. In the event the ALLOTTEE commits any default in payment of any dues to the AUTHORITY , then the outstanding amount shall carry interest to be computed at the rate of 15 % p.a. on the total amount of the balance outstanding from time to time from the due date of installment compoundable at half yearly rests for the delayed period.
  - ii. All payments made by the ALLOTTEE shall be first adjusted towards the interest due, if any, and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent not withstanding any directions / request of the lessee to the country.
  - iii. If ALLOTTEE makes default in payment of Premium and interest for two consecutive installments, the AUTHORITY shall have a right to determine this agreement and cancel the allotment.
3. That the ALLOTTEE shall be bound to have the lease deed executed within a period of 90 days from the date the AUTHORITY calls upon the ALLOTTEE to have the lease of the allotted plot executed in his favour. No extension in this regard shall be granted or admissible. possession of the allotted plot shall be handed over only upon execution of the lease deed.
  4. That it is agreed by the ALLOTTEE that he shall not be entitled to transfer, assign, mortgage the allotted plot except after obtaining prior written permission from the AUTHORITY. Such transfer, assignment or mortgage , may be permitted subject to such terms and conditions as may be imposed by the AUTHORITY in its sole discretion and further upon payment of such charges as may be in vogue on the date of grant of permission to transfer, assign or mortgage. It is clarified that any breach of the aforesaid condition may lead to cancellation of the allotment and forfeiture of such part of the consideration received by the AUTHORITY which is liable to be forfeited in accordance with its Policy and such transaction shall be forfeited and no right or interest in the plot shall pass in favour of the transferee, assignee or mortgagee , as the case may.

Lessor

Lessee



5. That it is agreed by the ALLOTTEE that in the event permission to mortgage is granted by the AUTHORITY, then the first charge on the allotted plot shall always be of the AUTHORITY . The ALLOTTEE shall obtain prior written permission to mortgage and this permission to mortgage , if granted shall be made part of the terms and conditions on which the ALLOTTEE may mortgage the allotted plot.
6. That it is agreed by the ALLOTTEE that Stamp Duty on this agreement to lease and the lease deed , as and when executed shall be payable by the ALLOTTEE and in the event of cancellation of the allotment on any ground whatsoever and / or surrender of allotment, he would not be entitled to seek refund of the stamp duty paid on this Agreement / lease deed , as the case may be.
7. That every permitted transferee, assignee or mortgagee shall be bound by the terms of this Agreement and be answerable to the AUTHORITY in the same manner as the original ALLOTTEE.
8. That in the event of death of the ALLOTTEE after the execution of this Agreement, but before the execution of the Lease Deed, the legal heir(s) of the ALLOTTEE shall be entitled to execution of the lease deed in their favour. In the event, there is more than one legal heir, or in favour of such of the legal heir(s) in whose favour the remaining legal heir(s) give their no objection on affidavit and an indemnity bond for execution of the lease deed in favour of one or more legal heirs , in whose favour the lease deed shall be executed.
9. That it is agreed by the ALLOTTEE that all sums of money due upon allotment of the plot whether on account of premium, rent, interest or on any other account whatsoever would be payable to the AUTHORITY on demand, which demand shall be final and binding on the ALLOTTEE and

Lessor

Lessee



the outstanding amount shall constitute a charge over the allotted plot and the outstanding amount shall be recoverable as arrears of land revenue.

10. That the parties agree that this Agreement is neither a lease deed nor it shall be construed as a lease deed. This Agreement shall, only, entitle the ALLOTTEE to have a lease deed executed in respect of the allotted plot. The detailed terms and conditions of the lease deed shall be set out in the lease deed to be executed. It is clarified that the terms and conditions set out in this Agreement shall also form part of the lease deed but in case of any inconsistency between the agreement to lease or the lease deed, the provisions of the lease deed shall prevail over those of this agreement to lease. The stamp duty which has been paid on this Agreement shall be adjustable in the stamp duty to be paid / payable on the lease deed to be executed in accordance with Notification No.3066/11-5-2009-500 (100)/2008 dated 12<sup>th</sup> June, 2009 and may be amended time to time by the State Govt. Of U.P.
11. All notices orders and other documents required under the terms of this Agreement or under the Uttar Pradesh Industrial Area Development Act, 1976 (UP. 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 reenacted and modified by the Uttar Pradesh President's Act (Reenactments with modifications) Act, 1974 (UP. Act No 30 of 1974).
12. All powers exercised by the AUTHORITY under this agreement or the subsequent lease deed may be exercised by the Chief Executive Officer of the AUTHORITY. The Chief Executive Officer may also authorize any other of its officer(s) to exercise all or any of the power

Lessor

Lessee



exercisable by it under this Agreement . The expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the AUTHORITY with the functions similar to those of Chief Executive Officer.

13. Any relaxation, concession or indulgence granted by the AUTHORITY to the ALLOTTEE shall not in any way prejudice the other rights of the AUTHORITY.
14. The Chief Executive Officer of the AUTHORITY reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.
15. 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 upon the ALLOTTEE .
16. That all General and Special terms and conditions as contained in the Brochure of the Scheme and the allotment letter shall form part of this Agreement and in case of any contradiction the provisions of the lease deed to be executed shall prevail.
17. In the event of litigation between the parties hereto arising out of or touching upon this agreement or its clauses or its scope , intent or interpretation dispute with regard to terms and conditions of this Agreement, the same shall be subject to the exclusive jurisdiction of District Court of Gautam Budh Nagar where the property is situated) or the "Hon'ble High Court of Judicature at Allahabad.

IN WITNESS WHEREOF the parties hereto have set their hand on the day, month and year herein first above written.

For and on behalf of the Lessor

For and on behalf of Lessee

IN THE PRESENCE OF

Witnesses

1.

2.