



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
ADMINISTRATIVE COMPLEX & SECTOR OFFICES
NOIDA DISTT. GHAZIABAD - U.P.
PIN- 201301

POSSESSION CERTIFICATE

Letter No Engg/95/C 178/328
Date 6-2-95

Plot Code 5
Allotment No सम्पत्ति/95/332
Sl No 02
Block No
Sector Institutional

Lessee/Allottee's Name
& Address Ishan Educational
Research Society (Regd)
H/O 179852 Hardwar Singh
Road Karol Bagh Delhi -
110005

Status/Boundaries of plot	Dimensions	Area (In Sq m.)	Remark
North... E 80M Surajpur Karna Road.	100.0X50.0M	5000.00	
South... W. Land for public and semi public use.			
S- East... Land for public and semi public use.			
N- West... APEE JAY Educational Complex Plot NO 1			

Site plan of the plot is enclosed herewith.

Institutional

I/We have taken over possession of the plot No. 2 Block No. Sector Institutional 2-2-95

I/We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession handed over by

Possession taken over by

2/2/95

Assistant Manager (Civil)

Signature of

Copy 10/20

- General Manager (Property)
- General Manager (Finance)

Attested

03/04/95

मुख्याधिकारी कार्यालय
नोएडा

Assistant Manager (Civil)

LEASE DEED

THIS LEASE DEED made on the 29th day of June 1996 in the year One Thousand Nine Hundred Ninety Six between the 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 does not so admit include its successor, assigns) of the ONE PART and ISHAN EDUCATIONAL RESEARCH SOCIETY (Regd. a Society within 4) (hereinafter called the "Lessee" which expression shall unless context does not so admit include heirs, executors, administrators, representatives and permitted assigns) represented through Shri Mah. Neetu Garg W/o Sh. D.K. Garg R/o 826, Tarni Bai Nagar New Delhi 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 running INSTITUTE OF MANAGEMENT & TECHNOLOGY for its students and residence for its staff according to set back and Building Plan approved by the Lessor.

NOW THIS LEASE DEED WITNESSES AS FOLLOWS:-

1. That in consideration of the premium of Rs. 2675000 = 00 (Twenty Six Lacs) out of which Rs. 535000 = 00 (Five Lacs) have been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge) and balance amount to be paid by the Lessee in instalments indicated below alongwith interest @ 18% P.A. compoundable after every Six months for defaulted period.

(i)	Rs. <u>2,23,333 = 00</u>	on or before	<u>15-6-95</u>
(ii)	Rs. <u>2,23,333 = 00</u>	on or before	<u>13-9-95</u>
(iii)	Rs. <u>2,23,333 = 00</u>	on or before	<u>12-12-95</u>
(iv)	Rs. <u>2,23,333 = 00</u>	on or before	<u>11-3-96</u>
(v)	Rs. <u>1,23,334 = 00</u>	on or before	<u>3-6-96</u>
(vi)	Rs. <u>2,23,333 = 00</u>	on or before	<u>9-6-96</u>
(vii)	Rs. <u>1,23,334 = 00</u>	on or before	<u>1-9-96</u>
(viii)	Rs. <u>2,23,335 = 00</u>	on or before	<u>7-9-96</u>
(ix)	Rs. <u>1,33,334 = 00</u>	on or before	<u>30-11-96</u>
(x)	Rs. <u>1,33,334 = 00</u>	on or before	<u>28-2-97</u> cont. 2
(xi)	Rs. <u>1,33,334 = 00</u>	on or before	<u>29-5-97</u>
(xii)	Rs. <u>1,33,330 = 00</u>	on or before	<u>27-8-97</u>

For Ishan Educational Research Society
Neetu
(Secretary/President)

T.N. GOYAL
Law Officer

Greater Noida Industrial Development Authority
Sector-20, Commercial Complex, Noida-201301

Attested

B. Singh

23/11/96
उप निष्ठाधिकारी
नौता नुस नौर

And in consideration of Rs. 66875=00 (Sixty Six thousand eight hundred seventy five only) paid on account of One year lease rent @ 2.5% per year of the premium of the plot to the lessor.

The Lessor doth hereby demise and lease to the lessee, all that plot of land on as is where is basis numbered as "2" situated in Block " " Sectors 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 Area District Ghaziabad/Bulandshahr contained by admeasurement "7000 Acres" be the same, a little more, or less, and bounded

Admeasurement - 7000260 Sqm. (Acres)

ON THE NORTH BY	-	_____
ON THE SOUTH BY	-	_____
ON THE NORTH EAST BY	-	_____
ON THE SOUTH WEST BY	-	_____
ON THE SOUTH EAST BY	-	_____
ON THE NORTH WEST BY	-	_____

As per Site plan

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 29/6/1996 (1996) except and always reserving to the Lessor,

(a) 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 area.

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof. Yielding and paying therefor yearly lease rent in advance during the said term into the lessor on the 28th day of June 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. 66875=00 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 therefor. 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. In case of default in payment of lease rent interest @ 18% per annum compounded every half yearly would be chargeable for the delayed period.

For Urban Educational Research Socy
Secretary/President

T. N. GOVIL
Law Officer
Greater Noida Industrial Development Authority
Sector-20, Commercial Complex, Noida-201-01

Attested
B Singh

03/2/11
प्रमाणित करी सकर
नोतर मुख कसर

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

(a) That the lessee will pay to the lessor the balance of the premium in the instalments mentioned in clause I above by the dates mentioned therein. If the lessee shall fail to pay any instalment 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 not withstanding any direction/request of the lessee to the contrary. If lessee makes default in payment of premium and interest for three consecutive instalment the lessor shall have a right to determine the lease and to resume possession.

(b) That the lessee will bear, pay and discharge all rates, assessments of every description including beneficentation levy 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 building to be erected thereon.

(c) 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,

(d) That the Lessee will do the internal development work of the plot according to the specification, regulation and subregulations 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 authorised by the Lessor in that behalf in writing and in a substantial and workman like manner, a building for running Polytechnic, Industrial Training Institute & Senior Secondary Hostel for its Students and Residence for its Staff 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.

(e) 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.

(e) The lessee shall do the internal development work of the demised premises according to the Regulation and Sub-Dimension Regulation of the Lessor.

(f) The lessee shall construct the building at its own cost after getting the layout and building plans approved by the Lessor as per its Regulations of the Lessor. The lessee shall submit layout and building plans for approval from the Lessee within Six Months from the date of possession. Construction of buildings required for The Institute of Management and Technology shall be completed within three years from the date of approval of the plans aproved that the work is not delayed for more than six months beyond control. The lessee shall obtain completion Certificate from the Lessor within this period.

D. Singh
(Secretary/President)

Law Office
Centre for Industrial Development and
Entrepreneurship Complex, Noida
cont. 4

Attested

B. Singh

पञ्जीकरण अधिकारी सचिव
03/12/2014 नगर
महानगरपालिका

(g) Lessee shall obtain necessary recognition for the various trades in The Institute of Management and Technology from the All India Council of Technical Education, Government of India and other related National and state Councils (Government of Uttar Pradesh) as, the case may be.

(h) Lessee shall ensure that two students in the inception class in The Institute of Management and Technology shall be admitted on the basis of eligibility and nomination by Chief Executive Officer of the Lessor.

(i) 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.

(j) That the lessee shall use the demised premises only to run The Institute of Management and Technology, Hostel for its Students and residence for its staff 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 suffer 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 neighbourhood.

(k) That the Lessee will not erect or permit to be erected any building on the demised premises without the previous permission in writing of the Lessor and except in accordance with the terms 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 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 hereby agrees to reimburse by paying to the Lessor such amount as the Lessor (whose decision shall be final) shall fix in that behalf.

For Indian Educational Research Society (Pvt.) Ltd.

(Secretary/President)

T. N. GOVIL
Law Officer

Office: Gurgaon Road, Sector-20, Commercial Complex, Gurgaon, Haryana

Attested

B Singh

03/12/14

S.D.M. Gurgaon
उप विभाधिकारी सचिव
नौलख गुप्त नगर

(l) 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 authorised 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. organisation for seeking loan to complete the Project.

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.

(m) That the lessor shall have first charge upon the demised premises for the amount of unpaid balance charges, interest and other dues of Authority.

(n) 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.

PROVIDED always that if the lessee or transferee or permitted assignees, as the case may be, will assign, relinquish, mortgage sublet 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.

(o) 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.

(p) That the lessee will construct the building according to the architectural and elevation control as prescribed by the lessor.

For Jharkhand Educational Research Society (JERS)
Deftu
(Secretary/President)

cont. 6

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Law Officer
General Noida Industrial Development Authority
Sector-13, Noida-201301

Attested

B Singh

03/2/14

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मोतल नुस नगर

(q) 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.

(r) 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.

(s) That the lessee shall endeavour to erect and complete the building on the leased land within the stipulated period and become functional immediately thereafter, unless extension is allowed by the lessor in exceptional circumstances and on such terms and conditions as it may impose.

(t) 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 fulfilment of such conditions, charges as he may impose for the same.

(u) 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.

(v) The Chief Executive Officer of the Lessor shall be entitled to nominate two persons as co-opted member on the Advisory Council of lessee.

(w) 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.

For Urban Educational Development

Secretary/Provisional

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cont.7

T. N. GOVIL
Law Officer

Greater Noida Industrial Development Authority
Sector-20, Commercial Complex, Noida-201307

Attested

B Singh

03/11/14

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औद्योगिक विकास विभाग

7.

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

(A) 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 a building for The Institute of Management and Technology on it as hereinbefore provided within the period mentioned in Clause II (f), 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 20% 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 lessor 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 reallocated and the lessee 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 therefor and for his interest in the premises as may be mutually agreed upon:

For India Educational Research Society (Private)

N. S. Singh
(Secretary/President)

cont. 8.

hp
T. N. GOVIL
Law Officer

Greater Noida Industrial Development Authority
Sector-20, Commercial Complex, Noida-201301

Attested

B. Singh

03/11/11

प्र. शिक्षाधिकारी
नौता नुज नगर

(B) If lessee is found to have obtained the allotment and the lease of the demised premises by any mis-representation and mis-statement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

(C) 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.

(D) 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 made thereunder 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).

(E) All powers exercised 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 other officers to exercise all or any of the power exerciseable 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.

(F) All dues of the lessor shall be recoverable as arrears of land revenue.

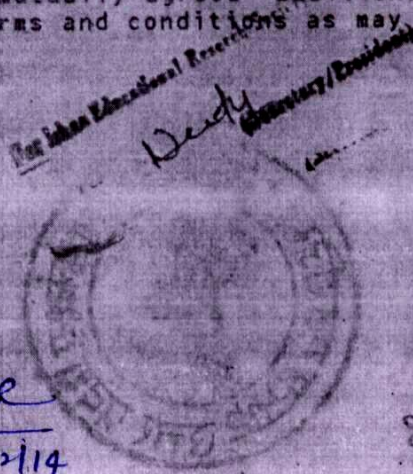
(G) The entire legal expenses of execution of this lease deed including the stamp duty and registration charges shall be borne by the lessee.

(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.

(I) The Chief Executive Officer or the lessor reserves the right to make such mutually agreed additions and alterations or modifications in these terms and conditions as may be considered just and expedient.

cont. 9.

Attested
B Singh
03/11/14



T. H. GOVIL
Greater Noida Industrial Development Authority
Sector 20, Commercial Complex, Noida-201301

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(J) 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 Ghaziabad/Bulandshahr (where the property is situated) or the High Court of Judicature at Allahabad.

IN WITNESS WHEREOF the parties hereto have set their hand on the day and in the year hereinfirst above written.

IN THE PRESENCE OF

- (1) Witness *(Dr. G. S. Singh)* for and on behalf of Lessor
Address *1793 K.S. Road, Khandpur*
Delhi
(2) Witness *Ch. N. Singh* for and on behalf of the Lessee
Bachchan Singh
Address *2-72 Sector-12 Noida*

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

LESSEE

For and on behalf of the Lessor

For *Indian Educational Research Society (Regd.)*
(Secretary/President)

T. N. GOVIL
Law Officer
Greater Noida Industrial Development Authority
Sector-20, Commercial Complex, Noida-201301

Attested

B. Singh

03/12/14

SDM *Sadar*
Sub Divisional Magistrate
Meerut

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W. H. H.

