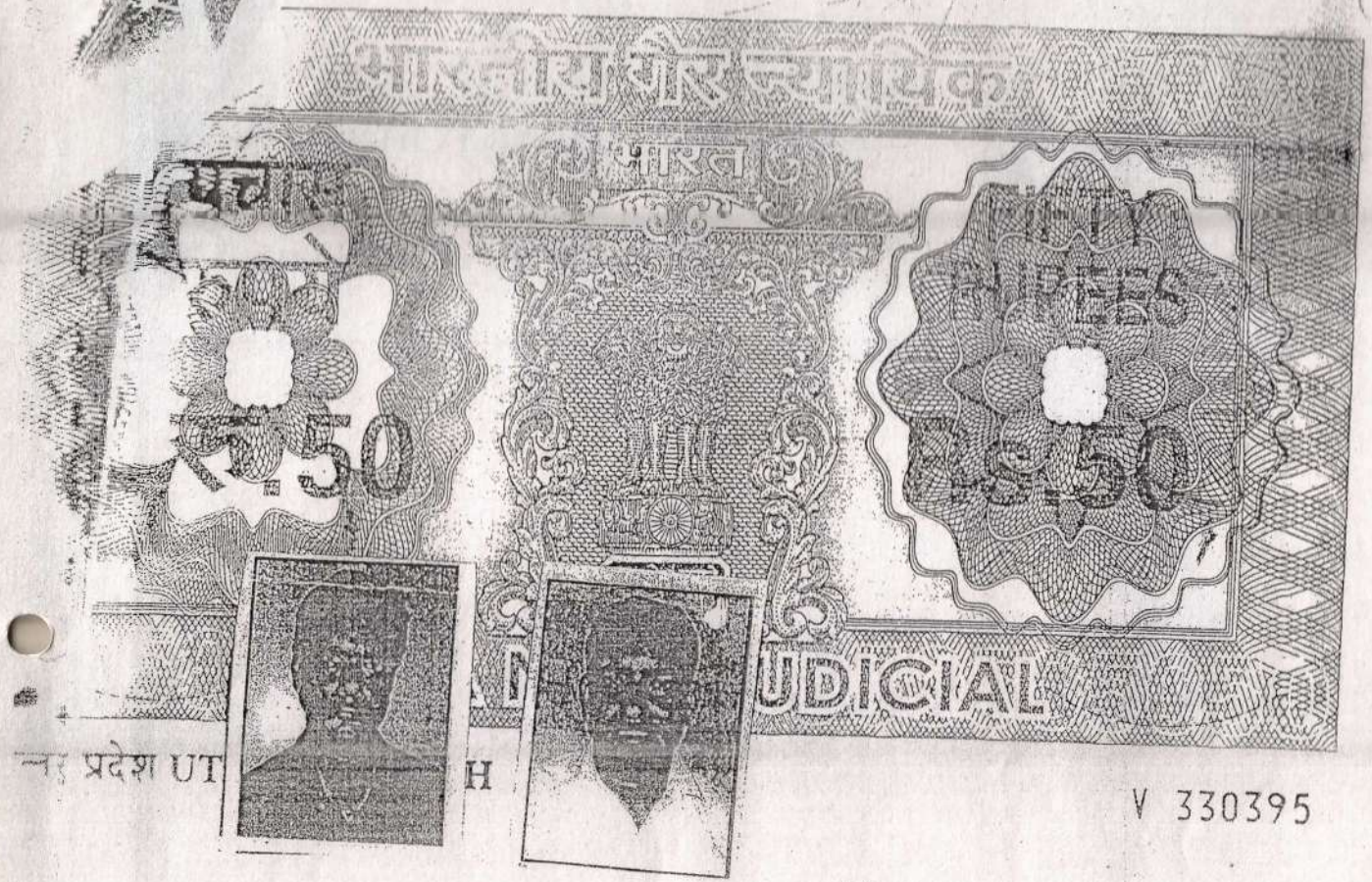


1-1317/10

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Stamp Duty Paid in Cash Certificate in favour of

*M/s Central Government Employees Welfare Housing Organisation, New Delhi*

in pursuance of the order of the Collector

No. Memo Dated *12.7.10* passed under

section 10-A of the Stamp Act, it is certified that

an amount of Rs. *10762400.00*

(in words Rs. *Ten crore seventy six lac Eighty two thousand &*

has been Paid in Cash as stamp Duty in Respect

of this instrument in the State Bank of India

Treasury/Sub Treasury of *No. 199*

by Chellan No. *08* Dated *15.7.10*

a Copy of Which is annexed herewith.

Date *16.7.2010*

*USPB*

Officer-In-Charge

Treasury

*Gautam Sudh Nagar*



Attested ..

*Singh*

*Abin Kumar Singh*  
(Assistant Director, Administration)

Central Govt. Employees Welfare Organisation  
Janpam Bhawan, Janpath  
New Delhi-110001

*Gagan*

(सम्पत्ति)  
सं. नं. १९९  
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Central Government En

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## LEASE DEED

This lease deed made on the 16 day of JULY in the year 2010 between the Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) (hereinafter called the 'Lessor' which expression shall unless the context does not so admit, include its successors and assigns) of the One Part and CGEWHO a body registered under societies registration Act XXI of 1960 having registration No. 5/2118/0/1990 situated at N. DELHI. Through its President/Secretary/ GAGAN GUPTA (ADTEU), NO. CGEWHO, A WING, D FLOOR, JANDATH BHAWAN, NEW DELHI (Hereinafter called the 'Lessee' which expression shall unless the context does not so admit, include his/her/their/its executors, administrators, representatives and permitted assigns) of the Other Part.

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

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

### NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 9,99,90,800-00 out of which Rs. 9,99,90,800 (Rupees Nine crore ninety nine lakh ninety thousand and eight hundred) have been paid by the lessee to the lessor (the receipt whereof the Lessor doth hereby acknowledge) and the balance of which is to be paid by the Lessee in the manner hereinafter provided in instalments alongwith interest on dates specified below: -

Rs. / on or before  
Rs. / on or before  
Rs. / on or before  
Rs. / on or before  
Rs. / on or before  
Rs. / on or before

AND IN CONSIDERATION of Rs. 99,90,800-00 (Rupees nintynine lakh ninty thousand eight hundred only) paid in lumpsum on account of one time lease which is 10% of the total premium of the plot to the Lessor.

The allotted plot admeasuring 153832 SQM. out of which NA SQM. (5% of the total allotted area) will be segregated and pooled in the vicinity, in one place for the informal

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 पत्नी श्री इस कार्यालय  
 पत्नी श्री पेश किया।

दिनांक 16/7/2010 समय 6:10 PM

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मुच्छा यादव  
 उप निबन्धक गौ 0 बुद्धनगर  
 सदर  
 16/7/2010

प्राप्त धनराशि रु प्रलेखानुसार उक्त

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पट्टा गृहीता  
 श्री/श्रीमती श्री 0 लेन्दुल गव 0 इम्प 0 वेल 0 हा 0 आर्ग 0 द्वारा  
 गगन गुप्ता  
 पुत्र/पत्नी श्री एस 0 पी 0 गुप्ता  
 पेशा नौकरी  
 निवासी सीजीईडब्लूएचओ सिवथ फोनोर रविंग जनपथ  
 भवन नई दिल्ली

*[Handwritten signature]*





sector, (which will be planned, developed and disposed off by the lessor to the eligible income group of informal sector), the Lessor doth hereby demise and lease to the Lessee, the remaining plot of land numbered as 7 situated in By/Plot Area at Sector P-4..... in the Greater Noida Industrial Development Area District Gautam Budh Nagar contained by admeasurement 153832..... Square Meters, be the same, a little more or less, and bounded: -

ON THE NORTH BY  
ON THE SOUTH BY  
ON THE EAST BY  
ON THE WEST BY

*As per lease plan enclosed*

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 90 (Ninety) years commencing from (the date of execution of the lease deed) 16/07/2010. Except and always reserving to the Lessor: -

- (a) A right to 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, minerals, coals, washing gold's, earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s)/flat or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the lessee.

## II AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS WITH THE LESSOR IN THE MANNER AS FOLLOWING:-

1. 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, the Lessee shall thereafter pay the same with interest @ 20% p.a. compounded quarterly on the outstanding instalment till the date of payment, provided that for failure to pay three consecutive instalments or any installment continuously for six months, whichever is earlier, the Lessor may determine the lease with penalties and consequences given in Clause III below.

Normally no extension in payments shall be allowed. If the amount payable to the Authority is not paid within the prescribed time limit, extension of time for such default period, under very exceptional circumstances may be allowed by the Chief Executive Officer of the Authority upto a maximum of 60 days for each instalment to be

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ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री अरुण कुमार सिंह

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न की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

*Aring*



*S. Prasad*

*M. K. Yadav*

मुकेश यादव

उप निबन्धक गौ0बुद्धनगर

सदर

16/7/2010





deposited subject to the condition that in the entire payment plan such extensions shall not be more than three. In the event of extension, interest @20% p.a. compoundable quarterly shall be payable on the defaulted amount for the defaulted period.

That the Lessee shall not sell, assign, relinquish (except in favour of the Lessor), sublet, transfer, or part with possession of the demised premises or plot or dwelling unit (flat) built thereon, to any one except, by way of conveyance deed as provided in this lease, to the members of Society duly enrolled upto the date of lease and whose name is in the list of members communicated to Greater Noida Industrial Development Authority on the date of execution of lease. The said member should belong to the same group. Such first transfer would however be only after prior approval of the Chief Executive Officer Greater Noida Authority.

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 government/semi government organisation/financial institutions for the purpose of securing loan for purchasing the plot/constructing the building.

3. This lease deed will form a part of the sub-lease executed between the Lessee and the individual allottee. All conditions contained herein are binding on the Sub-Lessee also.

#### SUBSTITUTION OF MEMBERS

4. In case of need for substituting any member on the date of lease due to default of payment to society etc, substitution can be made only within the same group with the prior approval of Chief Executive Officer. Such allotment by way of transfer shall also be treated as original allotment and this will be treated as first transfer.

#### TRANSFER

5. Subsequent transfers of allotted lease hold plot/flat shall be governed by the rules of transfer framed by the society. However dwelling unit(flat)/plot shall be transferable with prior approval of the Authority as per following condition-

- (i) The transfer of dwelling unit (flat) would be allowed only after the lessee obtains completion certificate from the lessor.
- (ii) Transfer, subsequent to the first transfer, shall be governed by the terms and conditions of incorporation of the society, and prior permission of Chief Executive Officer, will be essential.

6. No transfer charges would be levied on first transfer by the society to its members, but on subsequent transfer, the transferor will have to pay transfer charges as fixed by the Chief Executive Officer of Greater Noida Industrial Development Authority. No activity other than residential shall be permitted in the dwelling unit.

#### ALLOTMENT TO MEMBERS

7. The Lessee will allot residential premises only to those members who do not own in full or in part, on lease hold or free hold basis, any residential plot/house/flat and have not

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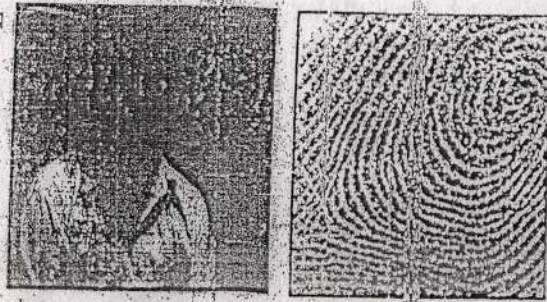
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(1) सजीव शर्मा प्रतिनिधि ग्रैटर नौएडा नौकरा द्वारा सन्तोष कुमार (प्र

ग्रैटर नौएडा

नौकरा





ten allotted plot/house/flat on Hire Purchase basis in Greater Noida Industrial Development Area either in his own names, or in that of his/her spouse and dependent children. Husband and wife and their dependents will not be separately eligible for membership. They can only avail one membership either jointly or separately.

The lessee shall inform the Lessor in writing about the allotment made in favour of the individual member within 30 days of the allotment.

### INTERNAL DEVELOPMENT

The lessee will deposit 50% of the cost of internal development work as approved by Authority in the form of Bank Guarantee in favour of the Authority or in any other manner acceptable to the Authority before the approval of layout and building plan.

The Lessee will complete the internal development within the time specified in ANNEXURE 'B' (enclosed herewith) for which a PERT CHART / WORK SCHEDULE is prepared by the society, shall be submitted to the Authority for monitoring/inspection of the progress of work as per schedule of construction. In case of quality and/or progress of internal development works are found not upto the mark, the directions issued for rectification of the works by the Authority, shall be executed/rectified by the Lessee within the stipulated time. In case of failure to do so the same will be executed by the Authority itself after encashing the above Bank Guarantee in part or whole as may be required. In case the amount to be incurred on the above works is more than the value of the Bank Guarantee, the balance shall be recovered from Lessee as arrears of land revenue.

The lessee will pay inspection charges at the rate of 0.5% of the estimated cost of internal development works at the time of submitting layout plans, subject to revision as per the actual cost of Internal Development Works incurred. The arrears, if any are to be payable at the time of obtaining the completion certificate.

The lessee will be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification and street lighting, water supply, sewerage and road side arboriculture, development of parks, adequate provisions of parking space and any other item as may be desired by the lessor according to the norms and specifications prescribed by Greater Noida Authority from time to time.

All the peripheral/external development works as may be required to be carried out upto allotted plot including construction of approach Road, drains, culverts, Electricity distribution/transmission lines, water supply, sewerage will be provided at one point by the Lessor at its own cost. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the allottee.

The lessee shall also bear the proportionate/full installation expenses of the requisite size of transformers etc., for power connection to the demised premises from Noida Power Company Ltd.

### CONSTRUCTION

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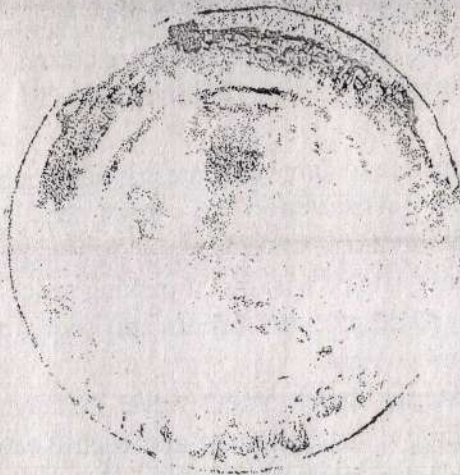
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Year : 2010

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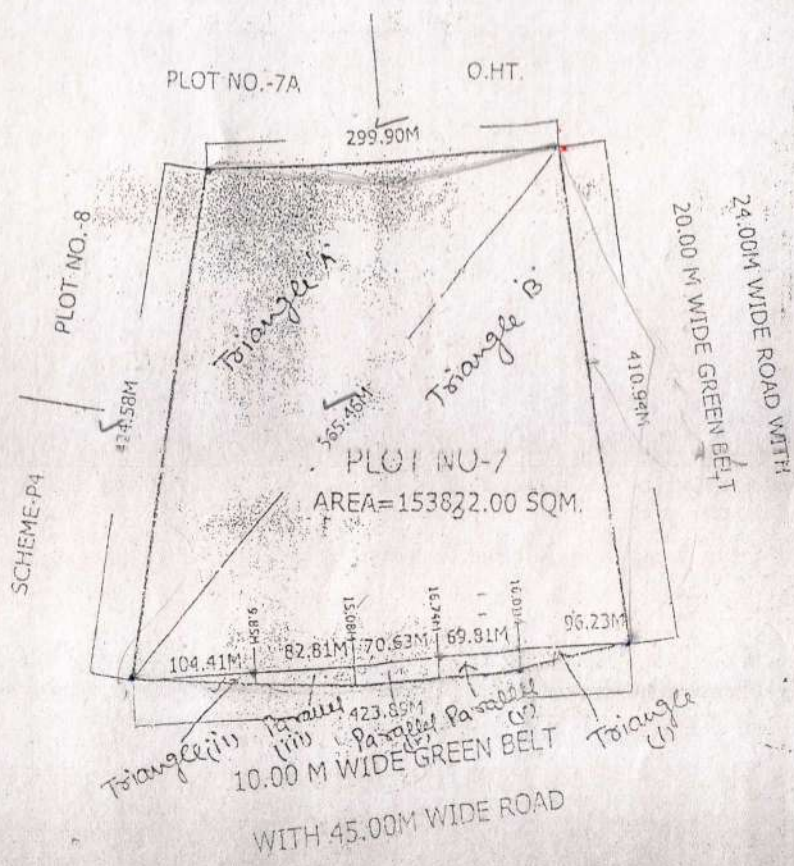
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नोकरी



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PLOT NO.



153832.00Sqm

NOTE- LEASE PLAN PREPARED ON THE BASIS OF INFORMATION PROVIDED BY ENGG DEPT.

PLAN TAKEN OVER-

SIGN-  
POSSESSION HANDED OVER-  
ALLOTEE-



PLAN FOR PLOT NO-7  
INDUSTRIAL BUILDERS AREA

ASST. MGR(ENGG)

MGR(ENGG)



GREATER NOIDA INDUSTRIAL  
DEVELOPMENT AUTHORITY

DRAUGHTSMAN[ENGG]

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the density and constructions of other facilities to be made by the Lessee on the demised premises would be as specified in the terms of allotment annexed to this deed as ANNEXURE 'A'.

the Lessee shall keep the percentages of covered area as per the provisions of the Building Regulations and directions of the Lessor.

the lessee shall complete internal development works and construction of the houses/dwelling units within the stipulated period and will obtain building completion certificate from the Greater Noida Authority as per the schedule. (ANNEXURE 'B')

the Lessee shall use the demised premises only for the construction of group housing flats/ flat development according to the plan approved by the Lessor and in accordance with the building regulations formulated or directions issued, under the provisions of U.P. Industrial Area Development Act, 1976.

in case the Lessee does not construct buildings within the time stipulated for, this deed of lease would be liable to be cancelled and his interest in the property will be determined. However, in exceptional circumstances extension may 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.

the Lessee will not make, or permit to be made, any alteration in or additions to the said buildings or other erections for the time being on the demised premises, erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and except in accordance with the 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 requiring him so to do, correct such deviation as aforesaid and if the Lessee shall fail to correct such deviation within the span of one calendar month after the receipt of such notice, then it shall be lawful for the Lessor to require such deviation to be corrected at the expenses of 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.

#### MAINTENANCE

that the Lessee will keep the demised premises and buildings

at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,

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.

that the Lessee Shall abide by all regulations, By-laws directions 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 rules made therein.

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Maintenance work of any area is not found satisfactory according to the Authority, the required maintenance work will be carried out by the Authority and the expenses incurred in carrying out such works will be borne by the allottee/s, collectively or in parts, the decision of the Authority will be final as to the expenses incurred in the maintenance

The Lessee will permit the members, officers subordinates of the Lessor and man and other employed by the Lessor from time to time at all reasonable time of day, during the said terms after three days, previous notice to enter into and upon the demised premises and building to be erected thereon in order to inspect the same and on necessary works mentioned before and the Lessee will give notice of the provisions of this Sub-clause to his/her/their/its tenants.

The Lessee will not erect or permit to be erected on any part of the demised premises stable, shed, or other structures of description whatsoever for keeping horse, cattles, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

The Lessee shall not exercise his/her/their/its option of determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of mob or a mob or other irresistible force any material part of demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.

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

#### RATES, TAXES AND USER CHARGES FOR FACILITIES

The Lessee/sub-lessee shall be liable to pay all rates, local taxes, charges and assessment whatever name called and user charges for every description in respect of plot of land building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/Government.

#### MORTGAGE

Every transfer, assignment, relinquishment, mortgage, subletting of the whole or part of the demised premises, or building or both shall be subject to and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the Lessor in all respect therefor,

PROVIDED always that if the Lessee or his/her/their/its transferee or permitted assignee, as the case may be, will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole or residue on the said term, the Lessee will deliver at his/her/its/their own expenses to the Lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute,







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

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

The lessor's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.

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

#### PENALTY

That the lessee/sub-lessee shall use the dwelling unit (flat) for residential purpose only. No other activity shall be permitted in the dwelling unit. In case the lessee/sub-lessee uses the dwelling unit (flat) for any purpose other than residential, a penalty extending upto Rs. 500/- per day may be imposed upon the lessee/sub-lessee/occupier till the date of termination of the lease. Decision of the lessor in this respect shall be final and binding upon the allottee.

#### CANCELLATION / DETERMINATION

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

Allotment being obtained through misrepresentations/suppression of material facts and/ or mis-statement or fraud.

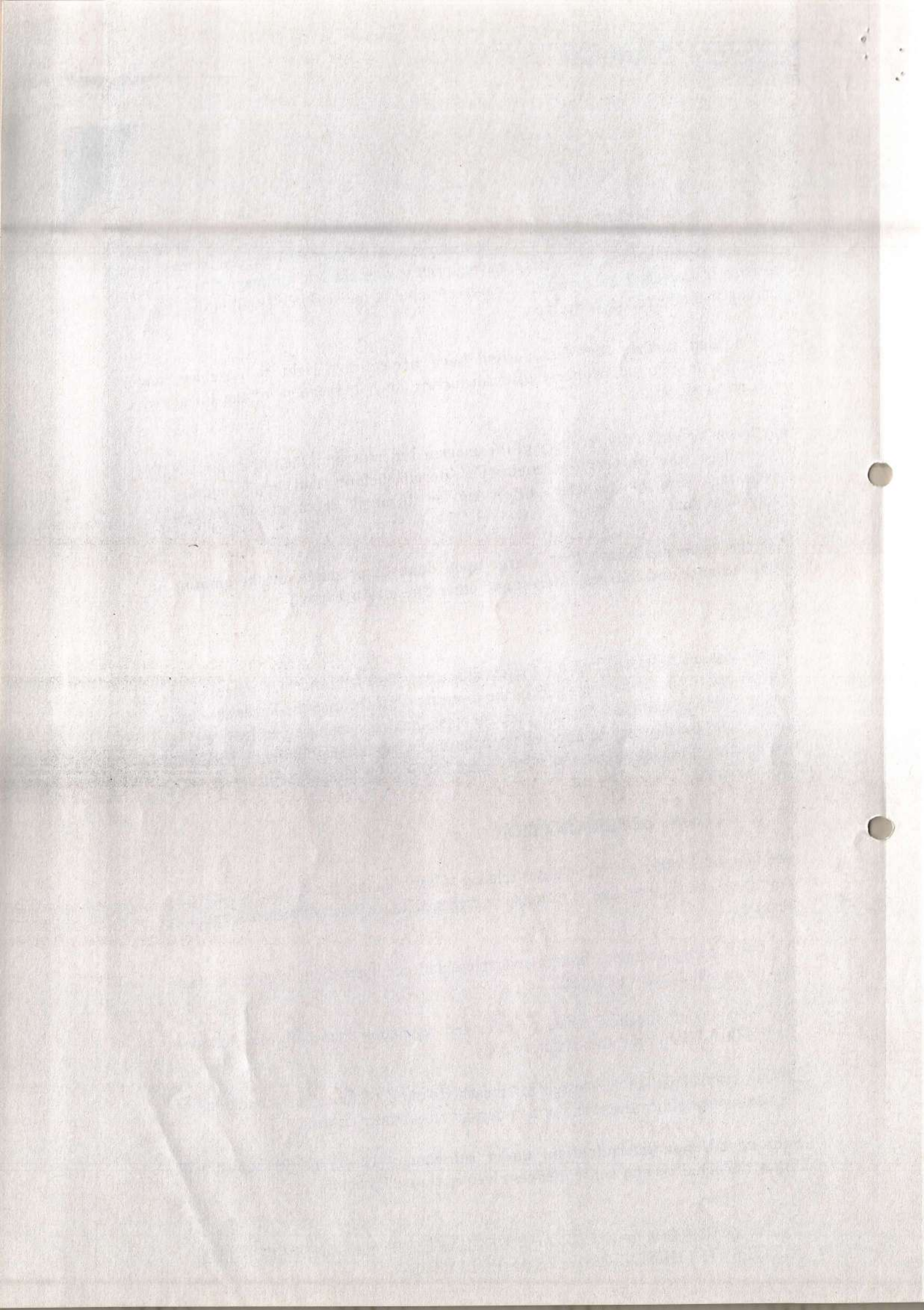
Any violation of direction issued or rules and regulation framed by the Pollution Control Board or by any other statutory body.

Default on the part of the lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.

Such cancellation/determination, under sub-clause (1), (2) & (3) above, will follow the penalties and consequences given in clause III below.

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





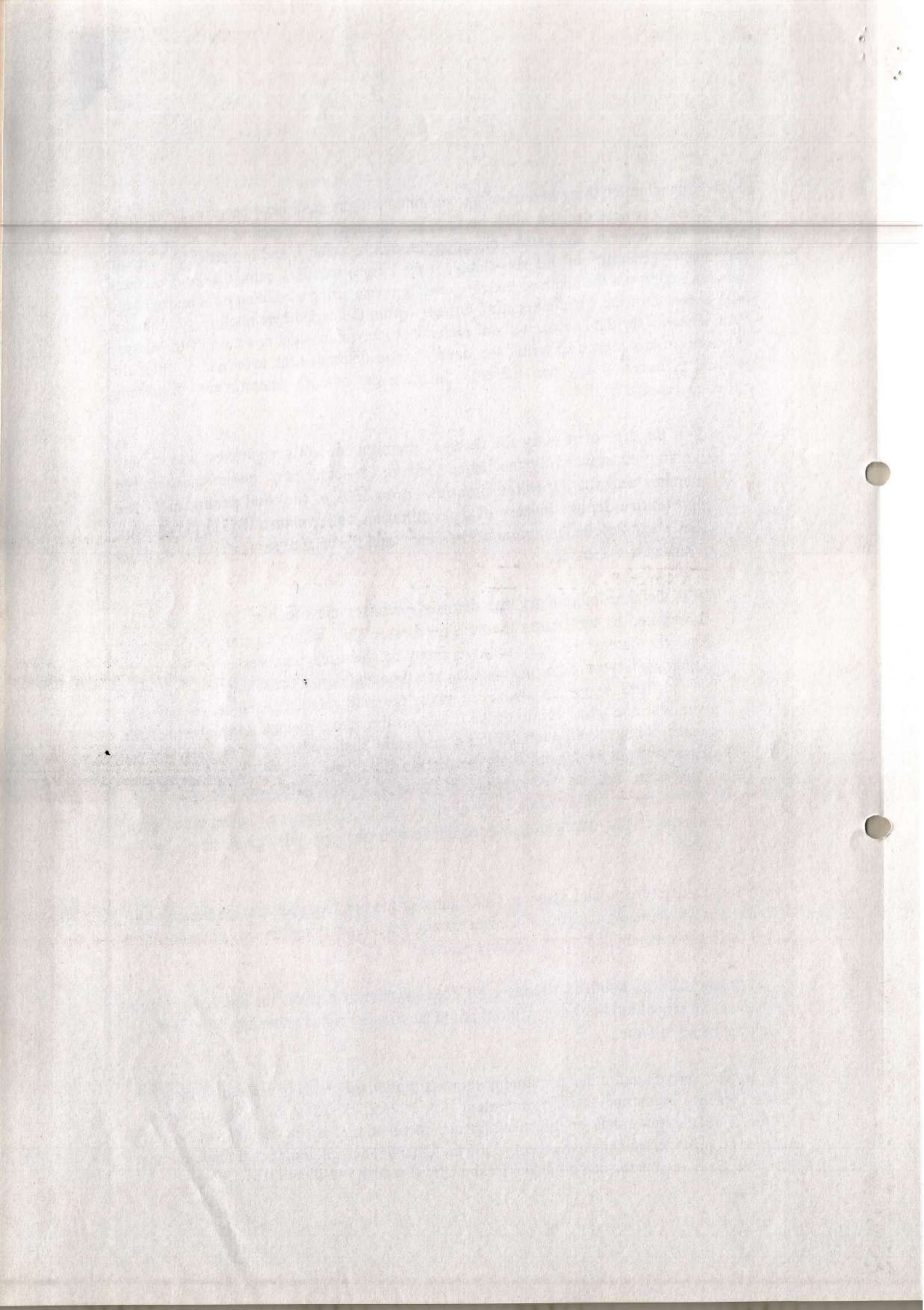


Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the Lessor (whose decision shall be final and binding) any breach of the terms of this deed by the Lessee or any person claiming through or under it and in particular without prejudice to generality of this sub-clause, if the Lessee transfers, relinquishes or assigns the whole or part of the demised premises before constructing a building on it and without prior approval of the Chief Executive Officer within the period hereinbefore stipulated it shall be lawful for the Lessor, without prejudice to any other right or action of the Lessor in respect of any breach of terms and conditions to determine the lease and re-enter the demised premises or any part thereof. In the event of such determination following consequences shall follow:

- i) If at the time of re-entry the demised premises are not occupied by way of any building constructed by the lessee thereon, the lessor may re-allot the demised premises and the deposited amount, upto 25% of the total premium of the plot (entire deposit in case of determination under clause II (31) (1) above), shall stand forfeited in favour of the Lessor and the balance amount, if any shall be refunded to the lessee.
- ii) If at the time of re-entry the demised premises are occupied by any building constructed by the Lessee thereon, the Lessee shall within a period of 3 months from the date of re-entry remove, from the demised premises all erections or buildings, fixtures or things which at any time and during the said terms shall have been affixed or set up within or upon the said premises, and leave the said premises in as good condition as it was on the date of demise. In default of the Lessee doing so, all such building or fixture shall become the property of the Lessor without paying any compensation to the Lessee. Upon the Lessee removing the erection, building, fixtures and things within the period hereinbefore specified, the demised premises shall be re-allotted and the Lessee shall be refunded such amounts as may work out in accordance with the principles given in clause (i) above.
- iii) Any losses suffered by the Lessor on fresh grant of the demised premises for breaches of conditions aforesaid on the part of Lessee or any person claiming through or under him shall be recoverable by the Lessor from the Lessee.
- iv) The Lessor shall be entitled to recover all dues payable to it under the agreement from Lessee as arrears of land revenue without prejudice to other rights under any other law for the time being in force.
- v) All notices, orders and other documents required under the terms of lease or under The Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act 6 of 1976) and/or any rules or regulations made or directions issued thereunder shall be deemed, to be duly served as provided under the Section 43 of the Uttar Pradesh Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act, 1974)

*Gagan*







TERMS OF ALLOTMENT

The density and construction of other facilities to be made by the lessee, Central Govt. Employees Welfare Housing Organisation on the allotted plot No. 7 in pocket P-4 admeasuring 153832 sqm. would be as under:-

1. Population Density - 350 $\pm$  15% persons per hectare, planned as 5 persons per dwelling unit.
2. Facilities -

S. No.	Name of Facility	Area of plot for each facility ( in ha)	No.	Total area (in ha)
(a)	Nursery School	0.10	1	0.10
(b)	Nursing Home	0.10	1	0.10
(c)	Convenient Shopping	0.15	1	0.15
(d)	Milk Booth	0.005	1	0.005
(e)	Community Hall	0.10	1	0.10
(f)	Religious Building	0.05	1	0.05

3. Roads and Parks - 65% of the area of the plot
4. Ground Coverage - 35% (Max), FAR- 150, Max. Ht. - 24.0 mtr.
5. Four corner shops of size 10' x 10' each with toilet facilities have to be provided for daily use items.

*Jagan*  
LESSEE

*R*  
LESSOR  
प्रबन्धक (सम्पत्ति)  
ग्रैंटर नौराज विकास







# PROPOSED TIME FOR OBTAINING COMPLETION CERTIFICATE IN GROUP HOUSING DEVELOPMENTS

Sl. No.	Allotted Area	ACTIVITY-→ I PERMITTED TIME IN MONTHS FROM DOL				ACTIVITY-→ II (Completion of Construction) PERMITTED TIME IN MONTHS INCLUSIVE OF ACTIVITY-I							Total time allowed from DOL/DOA IN YEARS
		Submission of layout plan	Submission of Building plan Phase-I+II+III	Internal development Completion Phase-I+II+III	Total time allowed Phase-I+II+III	Phase-I		Upto Phase-II		Upto Phase-III		To at time allowed from DOL/DOA	
						From date of lease deed	From date of allotment	From date of lease deed	From date of allotment	From date of lease deed	From date of allotment		
PLOTTED DEVELOPMENT													
(i)	Upto 2 acres	3	1/2	6	9 1/2	24	36	-	-	-	-	24.36	2/3
(ii)	2 acres to 15 acres	3	1	10	14	36	48	-	-	-	-	36.48	3/4
(iii)	above 15 acres to 30 acres	3	1	14	18	45	60	-	-	-	-	45.60	3 1/5
(iv)	above 30 acres to 70 acres	3	1	14+4	22	45	60	54	72	-	-	54.72	4 1/6
(v)	70 acres onwards	3	1	14+4+7	29	45	60	54	72	72	96	72.96	6/8
PLATTED DEVELOPMENT													
(i)	Upto 2 acres	7		C.C. in Activity II is subject to Completion of this activity also	7	36	54	-	-	-	-	36.54	3/4 1/2
(ii)	2 acres to 15 acres	11			11	54	72	-	-	-	-	54.72	4 1/2 1/6
(iii)	above 15 acres to 30 acres	12			12	66	90	-	-	-	-	66.90	5 1/2 1/7 1/2
(iv)	above 30 acres to 70 acres	12+4			12+4	66	90	81	108	-	-	81.108	6 1/4 1/9
(v)	70 acres onwards	12+4+6			12+4+6	66	90	81	108	144	-	103/144	9/12

## NOTE:-

1. Completion time shall be allowed for the period mentioned above for each category and the final date shall be from the due date of execution of lease deed and date of allotment, whichever is later.
2. Completion Certificate will be issued on 100% completion of internal development as well as construction of total number of houses on plots/flats for each phase as per norms.
3. Phase I would mean upto 30 acres, Phase II would mean upto 70 acres, Phase III would mean above 70 acres to the allotment size of plot.
4. DOA means date of allotment, DOL means due date of lease deed.

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*[Signature]*



