I- 3608

भारतीय गैर न्यायिक

भारत

पचास रुपये

FIFTY RUPEES

रु. 50

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUD

UTTAR PRADESH

T 975057

Stamp Duty Paid in Cash Certificate in favour of M/S Express Builders & Promoters Pvt. Ltd. New Delhi.

In Pursuance of the order of the Collector No. 2220 Dated 31/8/ Passed under section 10-A of the Stamp Act, It is certified that an amount of Rs. 2,47,54,500/- (In words Rs. Rs. Two crore forty Seven lac Fifty Four Thousand Five hundred only) has been Paid in Cash as stamp Duty in Respect of this instrument in the State Bank of India/ Treasury/Sub Treasury of NDLDP by Challan No. N-10429 Dated 28.8.10 a Copy of Which is annexed herewith.

Date 31-8-2010

Officer-in-Charge
Treasury
Gautam Budh Nagar

31-8-2010

ATTACHED WITH THE LEASE DEED OF GROUP HOUSING PLOT NO.GH-02/A SECTOR-77, NOIDA, DISTT. GAUTAM BUDH NAGAR (U.P.)

LESSOR

For Express Builders And Promoters (P) Ltd.

LESSEE

Director

₹ 80 ₹ 50

30 AUG 2010

M/s Express Builders & Promoter
Pvt Ltd.
N. Delhi

भारतीय गैर न्यायिक

भारत

पचास रुपये रु. 50

FIFTY RUPEES Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

V 858780

ATTACHED WITH THE LEASE DEED OF GROUP HOUSING PLOT NO.GH-02/A SECTOR-77, NOIDA, DISTT. GAUTAM BUDH NAGAR (U.P.)

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director

क्रम संख्या 21 ..... स्टाम्प विक्रय की तिथि 28-8-10

स्टाम्प क्रय करने का प्रयोजन .....

स्टाम्प क्रेता का नाम व पूरा पता ..... मै० एसएसएस बिल्डर्स प्रमोटर्स प्रा० लि० नई दिल्ली

स्टाम्प की धनराशि 90

पुनः लाइसेंसी स्टाम्प विक्रेता

लाईसेंस नम्बर 72/2000

लाईसेंस की नवीनीकरण की तारीख 31-3-2011

(90 वर्ष)

प्रतिफल	मालियत	औसत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
		10,000.00	80	10,080.00	4,000	

कार्यालय उपनिबंधक नोएडा

श्री / श्रीमती नोएडा वि0 प्रा0 द्वारा आनन्द कुमार, ओ.एस

पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी सै0 6 नोएडा

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 1/9/2010 समय 1:20PM

पंजीयन हेतु पेश किया।

एम0के0 सागर
उप निबन्धक (प्रथम)
नोएडा
1/9/2010

निष्पादक श्रीमान द्वारा कथन व प्रस्तुत लेखपत्र व प्राप्त धनराशि के प्रमाणानुसार उक्त

श्री/श्रीमती नोएडा वि0 प्रा0 द्वारा आनन्द कुमार, ओ.एस
पुत्र/पत्नी श्री
पेशा नौकरी
निवासी सै0 6 नोएडा

श्री/श्रीमती मै0 Express Builders And Promoters Pvt.Ltd द्वारा संजय गोयल
पुत्र/पत्नी श्री पुत्र जय भगवान गोयल
पेशा व्यापार
निवासी बी-177 प्रेस्टर कैलाश -1, नई दिल्ली-48

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री विनय गोयल
पुत्र श्री जे.बी.गोयल
पेशा व्यापार
निवासी बी-177 जी.के. I नई दिल्ली

व श्री अजय कुमार
पुत्र श्री पुत्र कृष्ण कुमार
पेशा व्यापार
निवासी सी-94 ईस्ट ऑफ कैलाश नई दिल्ली-65

ने की।

पहचान गवाह साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

एम0के0 सागर
उप निबन्धक (प्रथम)
नोएडा
1/9/2010

LEASE DEED

This Lease Deed made on 1st day of **SEPTEMBER, 2010** (Two thousand and ten) between the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section 3 read with 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, assigns of the one part and **M/s EXPRESS BUILDERS AND PROMOTERS PRIVATE LIMITED**, a Special Purpose Company, within the meaning of Companies Act, 1956, having its registered office at **810, SURYA KIRAN BUILDING, 19, KASTURBA GANDHI MARG, CONNAUGHT PLACE, NEW DELHI-110001.** through its Authorized Signatory **SHRI. PANKAJ GOEL S/O SHRI. JAI BHAGWAN GOEL R/O B-177, GREATER KAILASH PART-I, NEW DELHI-110048,** duly authorized by the Board of Directors vide Resolution dated 13.07.2010 hereinafter called the Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators 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 **Plot No GH-02/A Sector-77 NOIDA (Sub Divided Plot of Plot No. GH-02 Sector-77)** on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the **CONSORTIUM CONSISTING OF- M/s EXPRESS PROJECTS PVT. LTD (LEAD MEMBER), M/s CIVITECH HOUSING INDIA PVT. LTD. (RELEVANT MEMBER), M/s H. R. ORACLE DEVELOPERS (RELEVANT MEMBER), M/s GULSHAN HOMZ PVT. LTD. (RELEVANT MEMBER), M/s AGARWAL ASSOCIATES (PROMOTERS) LTD. (RELEVANT MEMBER) & M/s SUNGLOW BUILDERS PVT. LTD. (RELEVANT MEMBER)** the plot NO. GH-02, SECTOR-77, NOIDA, after fulfilling the terms and conditions prescribed in the brochure of Group

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director

पट्टा दाता

Registration No.: 3608 Year: 2010 Book No.: 1

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से0 6 नोएडा

नौकरी

Housing Scheme Code GH-2010 (II) and its corrigendums, vide Reservation Letter No. NOIDA/GHP/GH-2010(II)/2010/5399 dated 29/03/2010 and Allotment Letter No. NOIDA/GHP/GH-2010(II)/2010/5639 dated 31/03/2010 & for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

AND WHEREAS the lessor approved the sub division of Group Housing Plot No. GH-02, Sector-77 as GH-02/A, Sector-77 (admeasuring to 21,700.00 sq mtr), GH-02/B, Sector-77 (admeasuring to 20,000.00 sq mtr) and GH-02/C, Sector-77 (admeasuring to 20,500.00 sq mtr) and the name and status of M/s EXPRESS BUILDERS AND PROMOTERS PRIVATE LIMITED. as Special Purpose Company, on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, **to develop and marketing the project on demarcated plot No.GH-02/A, Sector-77, NOIDA measuring 21,700.00 sq. mtrs** vide letter No NOIDA/GHP/GH-2010(II)/2010/9786 dated 23rd AUGUST, 2010.

AND WHEREAS the lessee is a **Special Purpose Company** comprising of-

LIST OF DIRECTORS

SL. NO.	NAME	RESIDENCE ADDRESS
1	Shri Vinay Goel S/o Late Shri J.B. Goel	B-177, Greater Kailash-I, New Delhi-110048.
2	Shri Pankaj Goel S/o Late Shri J.B. Goel	B-177, Greater Kailash-I, New Delhi-110048.

LIST OF MEMBERS/ SHAREHOLDERS

SL. NO.	NAME OF MEMBERS/ SHAREHOLDER	% AGE OF SHAREHOLDING
1	M/s Express Projects Private Limited.	72.22%
2	M/s Agarwal Associates (Promoters) Limited.	27.78%

And it has been represented to the lessor that the **Special Purpose Company** members have agreed amongst themselves that M/s EXPRESS PROJECTS PVT. LTD. (LEAD MEMBER), having its registered office at 810, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001 shall remain always be the Lead Member of the Special Purpose Company and whose shareholding in the **Special Purpose Company** shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director

पट्टा गृहीता

Registration No. : 3608 Year : 2010 Book No. : 1

0201 मै0 Express Builders And Promoters Pvt.Ltd द्वारा

पुत्र जय भगवान गोयल

बी-177 ग्रेटर कैलाश -1, नई दिल्ली-48

व्यापार

सत्यमेव जयते

obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total premium of **₹.45,00,79,700.00 (Rupees Forty Five Crore Seventy Nine Thousand Seven Hundred only)** out of which 10% of **i.e. ₹.4,50,07,970.00 (Rupees Four Crore Fifty Lac Seven Thousand Nine Hundred Seventy only)** which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum compounded half yearly , accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance 90% premium i.e. ₹. 40,50,71,730.00 **(Rupees Forty Crore Fifty Lac Seventy One Thousand Seven Hundred Thirty only)** of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

SL NO	DUE DATE	INSTALMENT (in ₹.)	INTEREST (in ₹.)	TOTAL (in ₹.)
1	30.09.2010	--	22278946	22278946
2	30.03.2011	--	22278946	22278946
3	30.09.2011	--	22278946	22278946
4	30.03.2012	--	22278946	22278946
5	30.09.2012	25316984	22278960	47595944
6	30.03.2013	25316984	20886525	46203509
7	30.09.2013	25316984	19494090	44811074
8	30.03.2014	25316984	18101655	43418639
9	30.09.2014	25316984	16709220	42026204
10	30.03.2015	25316984	15316785	40633769
11	30.09.2015	25316984	13924350	39241334
12	30.03.2016	25316984	12531915	37848899
13	30.09.2016	25316984	11139480	36456464
14	30.03.2017	25316984	9747045	35064029
15	30.09.2017	25316984	8354610	33671594
16	30.03.2018	25316984	6962175	32279159
17	30.09.2018	25316984	5569740	30886724
18	30.03.2019	25316984	4177305	29494289
19	30.09.2019	25316984	2784870	28101854
20	30.03.2020	25316984	1392435	26709419

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE Director

सत्यमेव जयते

In case of default in depositing the installments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

All payment should be made through a demand draft/pay order drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/Noida. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.

Premium referred to in this document means total amount payable to the Lessor for the allotted plot.

All payments should be remitted by due date. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.

The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.

The amount deposited by the lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the lessee contrary to this will be entertained.

A. EXTENSION OF TIME

1. Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to a maximum of three (3) such extensions during the entire payment schedule.

2. For the purposes of arriving at the due date, the date of issuance of the Allotment Letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director

मध्यप्रदेश जबलपुर

Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot **No.GH-2/A, Sector-77**, in the **NOIDA**, Distt. Gautam Budh Nagar (U.P.) contained by measurement **21,700.00 Sq. mtrs.** be the same a little more or less and bounded:

On the North by	:	As per Site
On the South by	:	As per Site
On the East by	:	As per Site
On the West by	:	As per Site

And the 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 up to the lessee for the term of 90 (ninety) years **commencing from 1st SEPTEMBER, 2010 except and always reserving to the Lessor.**

a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.

b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide

For Express Builders And Promoters (P) Ltd.

Director

LESSOR

LESSEE

सत्यमेव जयते

the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

(ii) <u>AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:</u>

a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of **MARCH** for each year the yearly lease rent indicated below:-

(i) The lessee has paid ₹. 45,00,797.00 as lease rent being 1% of the plot premium for the first year of lease period.

(ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.

(iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of the lease deed and thereafter, every year, on or before the last date of the previous financial year.

(iv) Delay in payment of the advance lease rent will be subject to an interest @14% per annum compounded half yearly on the defaulted amount and for the defaulted period.

(v) The lessee will have the option to pay lease rent equivalent to 11 years @1% per year i.e. equivalent to 11% of the total premium of the plot as "One Time Lease Rent" unless the NOIDA decides to withdraw this facility. On payment of "One Time Lease Rent", no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be adjusted in the "One Time Lease Rent" option.

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director

सत्यमेव जयते

b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case lessee fails to pay the above charges it would be obligatory on the part or its members/ sub lessee to pay proportional charges for the allotted areas.

c) The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.

i) Such allottee/sub lessee should be citizen of India and competent to contract.

ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.

iii) The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer.

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director

सत्यमेव जयते

However, the Lessor, reserves the right to reject any transfer applidation without assigning any reason. The lessee will also be required to pay transfer charges as per the policy prevailing, at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub- lease deed which shall be executed in a form and format as prescribed by the lessor. On the fulfillment of the following conditions:-

a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent.
b) Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.
c) The Lessee has obtained building occupancy certificate from Building Cell, NOIDA.
d) The lessee shall submit list of individual allottees of flats within 6 months form the date of obtaining occupancy certificate
e) The Lessee shall have to execute sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.
f) The Sub-Lessee undertakes to put to use the premises for the residential use only.
g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between lessor, lessee and proposed transferee (sub-lessee). The Lessee/ sub lessee shall also ensure adherence to the building regulations and directions of the lessor. The lessee as well as sub lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the lessor/ Government of U.P.

For Express Builders And Promoters (P) Ltd.

Director

LESSOR

LESSEE

सत्यमेव जयते

h) The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-lessee shall be allowed without any transfer charges but sub lease deed will be executed between the lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.

i) Every sale done by the lessee shall have to be registered before the physical possession of the flat/plot is handed over.

j) Without obtaining the completion certificate, the lessee shall have option upto 30.09.2010 to divide the allotted plot and to sub-lease the same with the prior approval of NOIDA on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs.

k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

NORMS OF DEVELOPMENT

a. The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

Maximum permissible Ground Coverage	40 %
Maximum permissible FAR	2.75
Set backs	As per Building Bye-laws
Maximum Height	No Limit

b. The Set Backs (front and other three sides) shall be allowed as per Building Bye Laws and Regulation Prevailing at present.

c. The ground coverage, FAR, Set Back, Height, Green Area & Parking shall be allowed as per terms and conditions of brochure/ allotment /lease deed and the Building Regulations and Bye-laws of the NOIDA.

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director

सत्यमेव जयते

CONSTRUCTION

1. The allottee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed(s) shall be treated as the date of possession. The Lessee/Sub-lessee(s) shall be required to **complete the construction of group housing pockets on allotted plot as per** approved layout plan and get the completion/occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 7 years from the date of execution of the lease deed(s). The lessee/Sub-lessee(s) shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/completion certificate of the first phase accordingly issued from the building cell of the NOIDA within a period of three years from the date of execution of lease deed/Sub-lease deed.
2. The allottee shall make the provisions for the development of community facilities such as school, dispensary, milk-booth, community centre, electric sub-station, water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building Bye-Laws of the NOIDA.
3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. will be provided by the Lessor / NOIDA . 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 Lessee/Sub-lessee(s).
4. Without prejudice to the NOIDA's right of cancellation, the time for the completion of the Project can be extended for a maximum period of another three years only with penalty as under:
   - For first year the penalty shall be 4% of the total premium of the plot.
   - For second year the penalty shall be 5% of the total premium of the plot.

For Express Builders And Promoters (P) Ltd.

Director

LESSOR

LESSEE

सत्यमेव जयते

- For third year the penalty shall be 6% of the total premium of the plot.

Extension for more than three years, normally will not be permitted.

5. In case the Lessee/Sub-lessee(s) does not construct building within the time provided including the extension granted, if any, for the above, the lease deed/sub-lease deed, as the case may be, shall be liable to be cancelled. Lessee/Sub-lessee(s) shall lose all rights to the allotted land and buildings appurtenant thereto.
6. The lessee/Sub-lessee(s) may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by the NOIDA phase wise accordingly, enabling them to do phase-wise marketing.

MORTGAGE

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/Sub-lessee(s) should have valid time period for construction as per terms of the lease deed/sub-lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will submit the following documents:

a. Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
b. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorised construction and commercial activities on the Residential Area (Group Housing).
c. Clearance of upto date dues of the NOIDA.

NOIDA shall have the first charge on the plot towards payment of all dues of NOIDA.

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE Director

सत्यमेव जयते

Provided that in the event of sale or foreclosure of the mortgaged/charged property, the NOIDA shall be entitled to claim and recover such percentage, as decided by the NOIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the NOIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The NOIDA'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 bid or through execution of decree of insolvency from a court of law.

TRANSFER OF PLOT

Without obtaining the completion certificate the lessee/ sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the NOIDA and to transfer the same to the interested parties upto 30.09.2010 or till the extended date, if any, with the prior approval of the NOIDA on payment of transfer charges @ 2% of the allotment rate. However, the area of each of such sub-divided plot should not be less than 20,000 sq. mtrs. However, individual flat will be transferable with prior approval of the NOIDA as per the following conditions:-

(i) The dues of the NOIDA towards the cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed/sub-lease deed before executing of sub-lease deed of the flat.

(ii) The lease deed/sub-lease deed has been duly executed.

(iii) Transfer of the flat will be allowed only after obtaining the temporary occupancy/ completion certificate for the respective phase by the Lessee/sub-lessee.

(iv) The sub-lessee of the individual flat undertakes to put to use the premises for the residential use only.

For Express Builders And Promoters (P) Ltd.

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(v) First sale of a flat to an individual allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee/ sub-lessee to the NOIDA in writing. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the NOIDA.

(vi) Rs. 1000/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.

(vii). Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee/Sub-lessee shall not use flat for any purpose other than for residential purposes.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises alongwith structures thereon, if any, shall be resumed by the NOIDA.

The Lessee/Sub-lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor / the NOIDA and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor / the NOIDA requiring him to do so, correct such deviations as aforesaid.

If the Lessee/Sub-lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor/ the NOIDA to cause such deviation to be corrected at the expense of the Lessee/Sub-lessee who hereby agrees to reimburse by paying to the Lessor/ the NOIDA such amounts as may be fixed in that behalf.

For Express Builders And Promoters (P) Ltd.

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LIABILITY TO PAY TAXES

The Lessee/Sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on 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)/flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the lessee/sub-lessee.

MAINTENANCE

1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.

2. The Lessee/Sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
   a) in a state of good condition to the satisfaction of the Lessor at all times.
   b) and to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe

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condition according to the convenience of the inhabitants of the place.

3. The Lessee/Sub-lessee(s) shall abide by all regulations, Bye-laws, Directions and Guidelines of the NOIDA framed/issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.

4. In case of non-compliance of terms and directions of the NOIDA, the NOIDA shall have the right to impose such penalty as it may consider just and expedient.

5. The lessee/sub-lessee(s) shall make such arrangements as are necessary for the maintenance of the buildings and common services and if the buildings are not maintained properly the NOIDA will have the power to get the maintenance done through any other agency and recover the amount so spent from the lessee/sub-lessee(s). The lessee/ sub-lessee(s) will be individually and severally liable for payment of the maintenance amount. The rules/regulations of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/sub-lessee(s). No objection to the amount spent for the maintenance of the buildings by the lessor shall be entertained and decision of the NOIDA in this regard shall be final.

CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to the cancellation, the NOIDA will be free to exercise its right of cancellation of allotment/ lease/sub-lease in the case of :

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

For Express Builders And Promoters (P) Ltd.

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2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.

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

4. If at the same time of such cancellation, the plot is occupied by the Lessee/sub-lessee, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the NOIDA with structure(s) thereon, if any, and the Lessee/sub-lessee will have no right to claim any compensation thereof. The balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

5. If the allotment is cancelled on the ground mentioned in para 1 above, the entire amount deposited by the Lessee/sub-lessee, till the date of cancellation shall be forfeited by the NOIDA and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

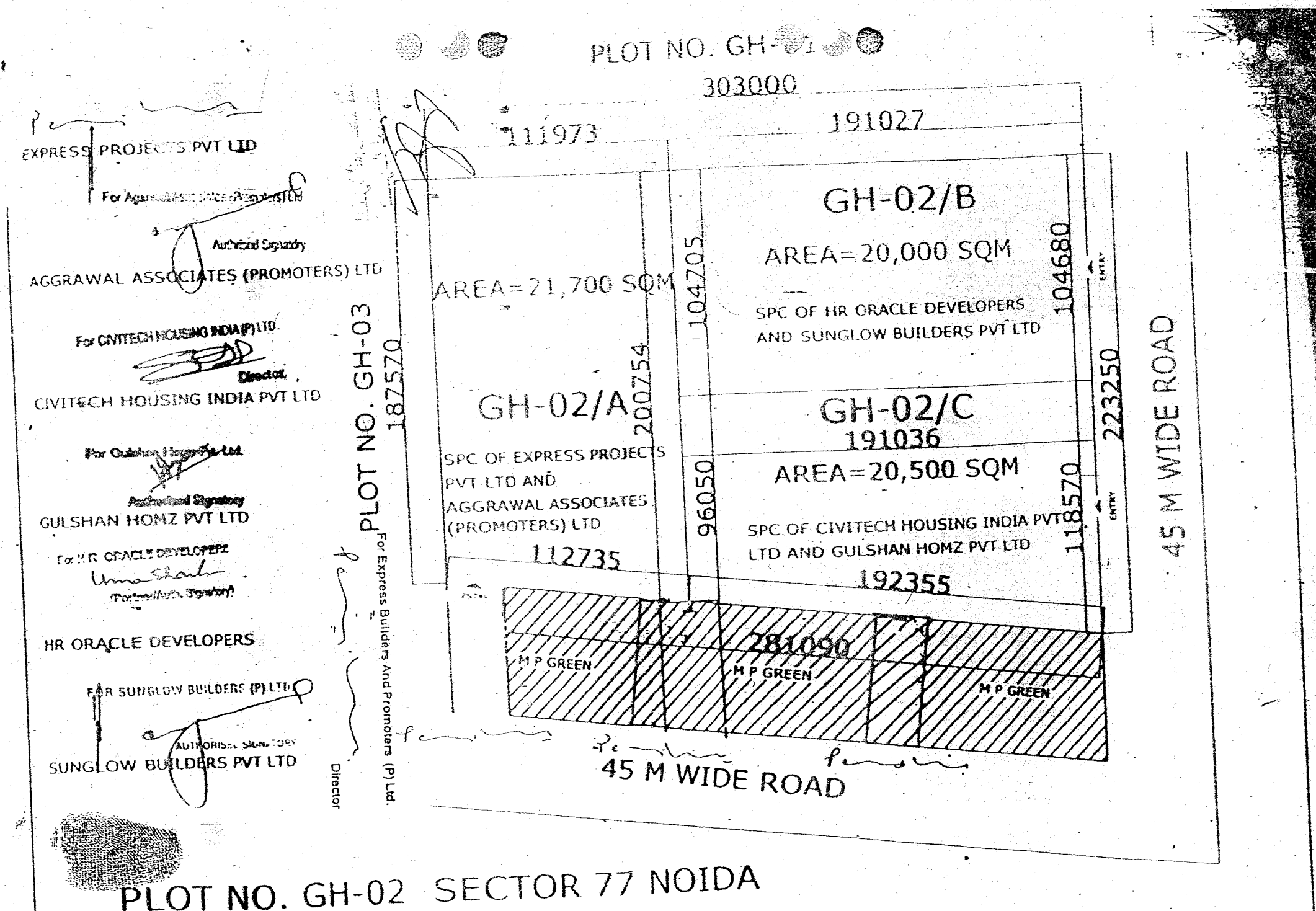
1. The NOIDA / Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub-lease deed from time to time, as may be considered just and expedient and approved by the NOIDA.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the NOIDA shall be final and binding on all concerned.
3. If due to any "Force Majeure" or such circumstances beyond the control of the NOIDA, the NOIDA is unable to make allotment or facilitate the Lessee/sub-lessee(s) to undertake the activities in pursuance of the executed lease deed/sub-lease deed, the deposits depending on the stages of payments, will be refunded without any interest.

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director



PLOT NO. GH-02 SECTOR 77 NOIDA

PLOT AREA=62,200 SQM

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4. If the Lessee/sub-lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period, failing which the NOIDA shall itself get the nuisance removed at the Lessee's/Sub-lessee's cost and charge damages from the Lessee/Sub-lessee for the period of subsistence of the nuisance.

5. Any dispute between the NOIDA and Lessee/ Sub-Lessee(s) shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad

6. The Lease Deed/Sub-Lease Deed will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this Act.

7. The NOIDA will monitor the implementation of the project. Tenderers who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.

8. The Lessee/Sub-lessee shall be liable to pay all taxes/ charges leviable from time to time by the NOIDA or any other Authority duly empowered to levy the tax/charges.

9. Dwelling unit flats shall be used for the residential purpose only. Default, if any, renders the lease/sub-lease liable to cancellation and the Lessee/sub-lessee will not be paid any compensation thereof.

10. Other buildings earmarked for community facilities can not be used for the purposes other than the community requirements.

11. All arrears due to the Lessor/lessee/sub-lessee would be recoverable as arrears of land revenue.

12. The Lessee/sub-lessee shall not be allowed change his role, otherwise the lease/sub-lease shall be cancelled and entire money deposited shall be forfeited.

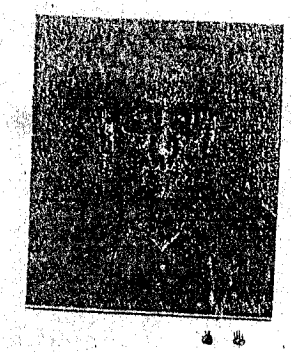
13. The NOIDA in larger public interest may take back the possession of the land/building by making payment at a reasonable rate as decided by the

For Express Builders And Promoters (P) Ltd.

LESSOR

LESSEE

Director



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NOIDA, whose decision in this regard shall be final and binding on the lessee/sub-lessee(s).

14. In case the NOIDA is not able to give possession of any plot or any part thereof in any circumstances, the deposited money against that part will be refunded to the allottee without any interest.

15. All other terms and conditions of the Brochure of the Scheme and the Allotment Letter will be applicable and binding upon the Lessee / Sub Lessee

IN WITNESS WHEREOF the parties have see their hands on the day and in the year herein first above written.

In presence of:

Witnesses:

Signed and delivered
for and on behalf of LESSOR

1. VINAY GOEL S/O Sh. J.B. GOEL,
B-177, GREATER KAILASH, PART-I,
NEW DELHI-110048

For Express Builders And Promoters (P) Ltd.

Director

For and on behalf of the LESSEE

2. AJAY KUMAR S/O Sh. KRISHAN KUMAR
C-94, EAST OF KAILASH,
NEW DELHI-110065

Certified that this true and extract copy of the original in all respect.

For Express Builders And Promoters (P) Ltd.

Director

LESSOR

LESSEE

2/ Sels

आज दिनांक 01/09/2010 को

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रजिस्ट्रीकृत किया गया ।

एम0के0 सागर

SUB REGISTRAR

[illegible]DA (G.P.[illegible])

1/9/2010