



उत्तर प्रदेश UTTAR PRADESH

R 083759

LEASE DEED

This Deed of Lease is made on this 18 day of June 2010

Between

Ghaziabad Development Authority, Ghaziabad through its Vice Chairman (hereinafter referred to as the "Lessor" which expression shall, unless repugnant to the context, mean and include its administrators, successors and assigns) of the First Part.

And

M/s Uppal Chadha Hi-Tech Developers Pvt. Ltd., a Company incorporated under the Companies Act, 1956 having its Registered Office at 33, Community Centre, New Friends Colony, New Delhi, through its Director Shri Ginni Chadha (hereinafter referred to as the "Lessee" which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the Second Part.



मुक्त सं. 172

स्टाम्प करने का प्रयोजन ।
स्टाम्प क्रेता का नाम व सूरा पता

स्टाम्प की घनत्वसि/कूल्य 50

07 JUN 2010

संघर्ष कुमार स्टाम्प विक्रेता
जाइसेन्स चैम्प्या-62,
प्रौद्योगिकी की अवधि: 31-03-2010
मो 241, रिविज कोट, गाजियाबाद

उपल-पट्टे। २१३८८८ ३५०५५
प्र० ५०, ५१०



भारतीय गोर न्यायिक

पचास
रुपये

₹.50

भारत

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

R 083760

WHEREAS the Government of Uttar Pradesh (hereinafter referred to as "The Government") vide Commissioner / Distt. Magistrate ~~notification~~ Order No 6026/8-3-09-122 dated 23.12.2009 ^{DC/020/09} acquired / ceiling / resumed Gram Sabha land admeasuring 70.488 acres of Village Naiphal, Tehsil Ghaziabad, District Ghaziabad the details which are given in Schedule-I hereto (hereinafter referred to as "the Land") for the purpose of Hi-Tech Township in Ghaziabad District, Uttar Pradesh.

AND WHEREAS the lessor, at the request of the lessee vide Government Order No. _____ has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs. 31,37,86,000/- (Rupees Thirty one crore thirty seven lacs and eighty six thousand Only) and the annual rent of Rs. 1000/- (Rupees One Thousand Only) reserved hereinafter subject to the rights, restrictions and several covenants hereinafter expressed.

NOW THEREFORE THIS LEASE DEED WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. The words and expression used but not defined herein shall have the meaning assigned to them in the Memorandum of Understanding executed between the Ghaziabad Development Authority and Uppal Chadha Hi-Tech

लोक भवन वाला
८७१८८८



103
प्राप्ति कर्ता का नाम विवरण
दाम करता का नाम विवरण
स्टाम्प की वर्तमान सूची

07 JUN 2010

संघर्ष कुमार स्टाम्प विक्रेता
लाइसेन्स संख्या-62,
लाइसेन्स की अवधि: 31-03-20..... तक
वैद्यनो 241, सिविल कोर्ट, गाजियाबाद

उपर्युक्त दाइटो उल्लेख
प्रा. ०८०. ५५५०

पट्टा विलेख	(90 वर्ष)
13,786,000.00	10,000.00
प्रतिफल मालियत ओसत वार्षिक किराया फीस जिस्ट्री	40 10,040.00 2,000
श्री गिन्नी चड्ढा नरेन्द्र सिंह चड्ढा	नकल व प्रति शुल्क योग शब्द लगभग
पुत्र श्री	
पेशा व्यापार/अन्य/स्त्री	

निवासी नामी 33 कम्युनिटी सैन्टर न्यू फ्रेन्ड्स कालोनी नई दिल्ली
अस्थायी पता
ने यह लेखपत्र इस कार्यालय में दिनांक 18/6/2010 समय 2:07PM
बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

५८० के० सिंह
उप निबन्धक (प्रथम)
गाजियाबाद

18/6/2010



पट्टा गृहीता

श्री गिन्नी चड्ढा
पुत्र श्री नरेन्द्र सिंह चड्ढा
पेशा व्यापार/अन्य/स्त्री
निवासी 33 कम्युनिटी सैन्टर न्यू फ्रेन्ड्स कालोनी नई
दिल्ली



निष्पादन लेखपत्र द्वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. पलेखानुसार उक्त
पट्टा दाता
श्री संजीव कुमार सहायक अभियन्ता भूअर्जन
अनुभाग
प्रतिनिधि गावाद विकास प्रा० द्वारा नरेन्द्र कुमार
चौधरी उपाध्यक्ष
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी



Developers Pvt. Ltd. dated 30.11.2005 and A MoU dated 19.03.2009 (hereinafter referred to as "MoU").

2. The Lessor is the lawful owner of land admeasuring 70.488 acres, situated in Village Naiphal (the "LAND") and has valid right, title and interest therein and is competent to lease the same to the Lessee. Detailed description of the LAND and a plan thereof (delineated and marked in red) as shown in the Map is attached hereto as SCHEDULE-I.
3. In consideration of the payment of the premium amount of LAND Rs. 31,37,86,000/- and the lease rent of Rs. 1000/- hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-lease hereinafter contained, the Lessor doth hereby demise unto to the Lessee all that piece and parcel of the LAND, more particularly described in the SCHEDULE-I hereto for the development of Hi-Tech Township and associated facilities for as period of 90 years.
4. The Lessee shall have right to get the lease converted into freehold on payment of conversion charges as per prevailing laws in the State after the completion of the development works as specified in the Development Agreement.
5. During the term of the lease, the Lessee shall pay to the Lessor lease rent of Rs. 1000/- per hectare per year in advance (the "Rent Amount") commencing from the month of June 2010. The Lessee has paid to the Lessor for 28.526 Hectare of land falling in Naiphal Village of Tehsil Ghaziabad, Distt. Ghaziabad, (U.P.) as per SCHEDULE-I which includes 28.526 Hectare of the LAND, a premium amount of Rs. 31,37,86,000/- towards resumption / acquisition cost of the LAND through Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges.



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री राकेश गग

पुत्र श्री रामवृज

पेशा व्यापार/अन्य/स्त्री

निवासी ई-601 रोयल रेजीडेसी से-44 नोएडा गोडून नगर

व श्री ओमदत्त तिवारी अमीन GDA

पुत्र श्री वीर पांडित तिवारी

पेशा व्यापार/अन्य/स्त्री

निवासी GDA Gzb

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

Laces



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Amrit Singh
मिस्टर कॉ. सिंह

उप निबन्धक (प्रथम)
गाजियाबाद

18/6/2010

उमीद गग



Sl.No.	Pay Order No.	Date	Amount (Rs.)	Drawn on
		PAYMENT MADE		
Total				

6. The Lessee shall have right to develop and use the LAND to develop, construct, operate and maintain the Hi-Tech Township and associated facilities in accordance with the provisions of the MoU and for no other purpose whatsoever.
7. The Lessee shall have right to mortgage, pledge or hypothecate the LAND and the assets created thereon to the financial institutions and other lenders for financial assistance.
8. The Lessor covenants and warrants that:
 - (a) The Lessor has the full right and authority to execute this Deed and to grant the lease of LAND, and that the Lessee, upon payment of the rent and performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the LAND during the full term of this lease without any interruption, disturbance, claims or demands whatsoever by the Lessor or by any persons claiming for and on behalf of the Lessor as per the covenants and provisions of this Lease Deed. If it is found that the Lessee has used the LAND for the purpose other than that for which the LAND has been provided to the lessee, the lessor shall have right to terminate the lease and the land shall vest absolutely in the lessor and the lessor would not be liable to pay any compensation to the lessee.
 - (b) The Lessor shall grant, transfer, convey and assure, from time to time, all its reversionary rights, lease rights and interests in respect of such part of the LAND as may be required by the Lessee/ Sub-Lessees for the development of Hi-Tech Township and associated works.



पट्टा दाता

Registration No.: 2812

Year : 2,010

Book No. : 1

0101 संजीव कुमार सहायक अभियन्ता भूअर्जन अनुभाग प्रतिनिधि गा०

GDA gzb

नौकरी



- (c) The Lessor hereby covenants that the Lessee shall enjoy quiet possession of the LAND without disturbance by it or its successors in interest or any person claiming title paramount thereto in any manner.
- (d) The Lessor warrants that the LAND is free from Encumbrances. Encumbrances means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.

9. The Lessee covenants and warrants that:

- (a) The Lessee shall follow all laws and bye-laws, rules, regulations and directions of Lessor and the local municipal or other authority now existing or hereinafter to exist.
- (b) The Lessee shall bear entire legal expenses of execution of this Lease Deed including registrations charges.
- (c) The Lessee will permit the members, officers and subordinates of the Lessor and workmen and other persons employed by the Lessor at all reasonable time of the day with prior notice to enter into and upon the LAND in order to inspect the LAND and carry on necessary works.
- (d) The Lessee shall pay to the Lessor any dues towards resumption cost of the LAND remaining outstanding and payable as settled by Lessor without in any way affecting Lessee's legal rights of the LAND.

10. Notwithstanding anything contained in this lease deed or the MoU, the Government shall have full rights and title over all the mines and minerals, coal, gold washing, earth oils quarries in and under the LAND or any part thereof which have vested in the Government under section-6 (a) (ii) of Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950 and such Government shall have right to do all acts and things which may be

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पट्टा गृहीता

Registration No. : 2812

Year : 2,010

Book No. : 1

0201 गिन्नी चड्ढा

नरेन्द्र सिंह चड्ढा



33 कम्प्युनिटी सेन्टर न्यू फ्रेन्ड्स कालोनी नई दिल्ली
व्यापार/अन्य/स्त्री



reasonably necessary or expedient for the purpose of searching, removing or enjoying the same, without affecting the lessee's right in peaceful possession of the Land.

11. That the Lessor in consultation with the Lessee may make such amendments, additions and alterations or modifications in these terms and conditions as may be mutually agreed between Lessor and the Lessee with the prior approval of Housing and Urban Planning Department, Government of U.P.
12. If due to any FORCE MAJEURE or circumstances beyond Lessor's control, the Lessor is unable to deliver clear possession of LAND, entire money and other deposits made by the Lessee to the Lessor in regard to the subject land shall be refunded by the Lessor to Lessee.
13. That the Lessee shall keep the Lessor indemnified against any claims for damages which may be caused to any property belonging to the Lessor / others in consequences of the execution of the works and also against claims for damages arising from the actions of the Lessee or his workmen or representative which:
 - i. Injures or destroys any building or part thereof or other structure contiguous or adjacent to the LAND.
 - ii. Keeps the foundations, tunnels or other pits on the LAND open or exposed to weather causing any injury to any person or to contiguous or adjacent building; and
 - iii. Digs any pit near the foundations of any building thereby causing any injury or damages to such building or occupier thereof.
14. That the damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the Lessee.
15. Any relaxation or indulgence granted by the Lessor to the Lessee under this Lease Deed shall not in any way prejudice the legal rights of the Lessor.





16. In the event of any dispute with regard to terms and conditions of the Lease Deed, the matter will be resolved amicably in terms of the provisions of the MoU.
17. That the power exercisable by the Lessor under and in accordance with the terms of Lease Deed may be exercised by such other officer as the Lessor may authorize in this behalf. A copy of such authorization shall be handed over by the Lessor to the Lessee immediately upon such authorization.
18. The lease hold rights can be terminated by the Lessor only within provisions of law and Lessor can enter upon the LAND on ground of breach of any terms and conditions of the Lease Deed only after giving appropriate prior notice to the Lessee.
19. In the event of any conflict between terms and conditions stipulated in the MoU and this Lease Deed, those stipulated in the MoU shall prevail.
20. The LAND shall be for the purpose specified in the MoU only and the Lessee shall not be entitled to use the said land for any other purpose not intended under the MoU nor shall it be used for any purpose contrary to the purposes contained in the MoU.
21. The Lessor and the Lessee hereby agree that all notices hereunder to any Party hereto shall be delivered personally or sent by registered mail with acknowledgement due or facsimile to such Party at the address set forth below or such other address as any hereafter be designated in writing by such Party to the other Party. Notices delivered personally shall be deemed to have been received on the date of receipt; notices sent by registered mail shall be deemed to have been received on the tenth day following mailing; and notices sent by facsimile shall be deemed to have been received one (1) Business Day after transmission provided (i) receipt is verbally confirmed and (ii) an original copy is mailed promptly within five (5) Business Days thereafter:





(a) Notices to the Lessor, to; The Vice Chairman,
Ghaziabad Development Authority,
Ghaziabad, (U.P.)

(b) Notices to the Lessee, to; Shri Ginni Chadha, Director
Uppal Chadha Hi-Tech Developers Pvt.
Ltd., 33, Community Centre,
New Friends Colony, New Delhi.

All notices, orders and other documents required under the terms of the Lease or under (U.P. Act No.6 of 1976) or any rules or regulations made there under shall be deemed to be duly served as provided under section 43 of the U.P. Urban Planning and Development Act, 1973 as re-enacted and modified by the U.P. President's Act (re-enactment with modification) Act, 74 (U.P. Act. No.30 of 1974).

22. This Lease Deed shall be subject to the jurisdiction of District Court at Ghaziabad or the High Court of Judicature at Allahabad.

23. All arrears payable to Lessor shall be recoverable as arrear of land revenue without prejudice to its other rights under any other law for the time being in force, subject however to the terms of this Lease Deed.

24. That the lessee shall not make or attempt to make any alterations whatsoever, in the provisions of its Memorandum and Articles of Association without the prior written consent of the lessor.

The expression "the lessor" and "the lessee" hereinafter used shall in the case of former includes his successors in office and in the case of the latter its successors and assignees.

Chadha
Ginni Chadha





SCHEDULE
DETAILS OF THE LAND

Name of Village	Gata No.	Areas (In Acres)
Village.....		
Pargana	Schedule-1	
Tehsil		
District		

IN WITNESS WHEREOF THE Lessor and the Lessee have entered these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing.



For and on behalf of the lessee

For and on behalf of the lessor

Witness:

1. Rakesh
RAKESH GARG 89, Sh. Ramnagar
R/o E 601, Royal Residency
Sector 44, Noida.

(Name and Address)

Witness:

1. Amrit
(OM PRAKASH TIWARI)
AMIN
GDA Gurgaon

(Name and Address)



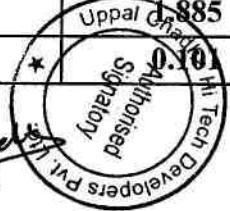
अनुसूची				
जिला व तहसील	परगना	मौजा	गाठा संख्या	क्रमांक
गाजियाबाद	डासना	नायफल	2	0.130
			4	0.198
			6	0.158
			19	0.299
			21	0.114
			26	0.114
			27	0.836
			42 मि	0.210
			44	0.839
			47	0.302
			48	0.306
			49	0.063
			50	0.788
			59 मि	0.803
			61	0.368
			63	1.531
			64 मि	0.304
			65 मि	0.152
			68	0.149
			76	0.150
			77 मि	0.122
			85 मि	2.817
			86	0.089
			90	0.392
			96 मि	0.676
			101 मि	0.334
			110	0.253
			111	0.253
			112	0.468
			113	0.139
			114	0.177
			119 मि	0.139
			120	0.190
			123	0.152
			129	0.152

1
Chetan

Chetan
Signature
Authorised
Tech Developers Pvt. Ltd.

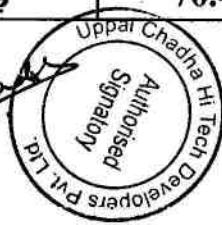


		130	0.721
		132	0.253
		135	0.114
		136	0.407
		138	0.379
		139	0.051
		143	0.220
	162 मि		0.136
	166		0.654
	170 अ		0.025
	171		0.683
	172		0.126
	208		0.051
	209		0.240
	211 मि		0.048
	239 मि		0.098
	247 मि		0.076
	248 मि		0.008
	249 मि		0.183
	256 मि		0.033
	258 मि		0.331
	259		0.083
	274		0.528
	283		0.694
	287		0.003
	288		0.003
	294		0.310
	298 मि		0.304
	299		0.316
	304 मि		0.310
	305 मि		0.170
	306		0.237
	307 मि		0.203
	327		0.099
	328		0.346
	331 मि		0.737
	333		0.087
	338 मि		0.885
	339		0.101





		340	0.139
		357 मि	0.192
		375	0.522
		391 मि	0.155
		396	0.767
		408	0.124
		409	0.128
		419	0.114
		420	0.965
		योग हैक्टेयर	28.526
		एकड़	70.488



आज दिनांक 18/06/2010 को

बही सं. 1 जिल्द सं. 8345

पृष्ठ सं. 77 से 100 पर क्रमांक 2812

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस० क० सिंह

उप निबन्धक (प्रथम)

गाजियाबाद

18/6/2010

