

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. 3,65,13,735.00 (Rs. Three crores sixty five lacs thirteen thousand seven hundred thirty five only) out of which Rs. 38,60,916.90 has been paid by the Lessee, the receipt whereof the Lessor doth hereby acknowledge. The balance amount to be paid as per payment plan below:-

1.	Rs. 29,31,497.53	on or before 5.12.2003
2.	Rs. 40,30,809.10	on or before 5.12.2004
3.	Rs. 51,30,120.67	on or before 5.12.2005
4.	Rs. 65,95,869.44	on or before 5.12.2006
5.	Rs. 80,61,618.20	on or before 5.12.2007
6.	Rs. 98,93,804.16	on or before 5.12.2008

And in addition to the principle as above, the interest will be paid, which will be calculated on the reducing balance principle calculated annually on the basis of prevailing interest rate and will be payable each year as follows:

1.	Rs. 45,71,394.60	on or before 5.12.2003
2.	Rs. 42,05,683.08	on or before 5.12.2004
3.	Rs. 37,02,829.67	on or before 5.12.2005
4.	Rs. 30,62,834.43	on or before 5.12.2006
5.	Rs. 22,39,983.39	on or before 5.12.2007
6.	Rs. 12,34,276.56	on or before 5.12.2008

THE LESSOR'S SIGNATURE

POY R. S. BUILDING CO. LIMITED

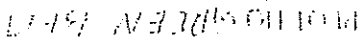
(Signature)



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A hand-drawn diagram showing a circular magnetic field. A central point is labeled 'N'. A vertical line passes through the center of the circle. The diagram is drawn on lined paper.



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

Handwritten: ~~As per~~
~~Lease plan~~
~~enclosed~~

and which said plot is more clearly delineated and shown in the attached plan and therein marked

(10) 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) 29.12.2023 Except and always reserving to the Lessor -

1. 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.

2. The lessor reserves the rights and title to all mines, minerals, coals, washing gold, and 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) 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:-

That the Lessee/Sub-Lessee shall be liable to pay all rates, taxes charges and assessments 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/Govt. 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 at per annum compounded quarterly shall be charged for the defaulted amount for delayed period. In case, the Lessee fails to pay the above charge, it would be obligatory on the part of its flat buyers to pay the proportional charges for the total allotted areas.

For K. S. Ruffell Pvt. Limited

(Signature)

For R. S. Bhatnagar Pvt. Limited

The Developer shall work as licensee till all the tripartite lease deed are executed and is authorised to develop/construct building and is allowed to only book the dwelling units-rats to their prospective purchasers on the terms and conditions approved by the authority in this regard at their own cost, price and risk.

That the plot has been allotted to the Developer for a period of 99 years with a facility to get the lease deed executed either in their own name or in the name of their individual allottees of developed flats/dwelling units.

BOOKING OF FLATS AND EXECUTION OF LEASE DEED

The first transfer of flat to an allottee will be through execution of sub-lease deed by the lessee without payment of any charges of permission of the lessor.

The lessee has obtained completion certificate from building cell (Greater Noida Industrial Development Authority). The lessor shall be issuing block-wise completion certificate for different blocks of the complex as and when the construction of different blocks is completed by the lessee and submit all relevant papers to the lessor for obtaining completion certificate. The completion of construction of any blocks shall mean construction of 100% of the proposed structure and 100% provision of all services like water supply, mechanism for electric supply, sewerage, flooring, internal plastering etc. It will not include the internal finishing of the flats which may be paced according to market condition.

The lease deed of the plot has been executed

The lessee is permitted to transfer built up flats or to part with the possession of the whole or any part of the building constructed on the plot subject to fulfillment of the following conditions:-

That the lessee shall not hand over possession of any flats to its allottees without execution of sub-lease deed.

The lessee shall be bound to get the Performance of the sub lease deed approved from the lessor. The lessee shall be binding on the sub lease deed also. The lessee shall allot of the lessee, the condition of lease deed executed between the lessee and lessee shall remain part of the sub lease and shall be binding on the sub lease also. The lessee shall

1. The Commission has received information from the Ministry of Health, that the Ministry is planning to conduct a study on the health of the population in the area of the proposed project. The Commission is aware of the importance of such a study and is pleased to see that the Ministry is taking steps to ensure that the health of the population is protected.

10. A preliminary layout plan shall be submitted by the lessee showing the area to be developed. The proposed layout plan requires some modifications as per the building bye-laws at the time of allotment the same may be modified by the lessor and would be binding upon the lessee.

(b) The lessee will be responsible for carrying out internal development work comprising of site clearance and levelling, construction of roads and foot paths, drains, culverts, street electrification and lighting, water supply, sewage and road side agriculture, development of park, adequate provision of parking space and any other items as may be desired by the lessor according to norms and specification prescribed from time to time.

(c) The lessee shall prepare specifications of all the internal development works and submit the same for the approval of the lessor. This internal development work will be completed by the lessee within the time allowed by the lessor for which a PERT Chart/Work Schedule specified in Annexure 'B' (as enclosed in the MOU) will be prepared by the lessee for completion of works and the same shall be submitted to the lessor to enable the lessor to check the progress of work for his satisfaction. In case the quality and progress of internal development works are found to be not upto the mark by the lessor at the time of inspection as pointed by the lessor the same shall be rectified by the lessee within the specific period.

(d) That in case the lessee fail to construct building (all blocks) within the time provided for above, the Lease Deed shall be liable to be cancelled and the lessee's interest in the property will be determined as per the policy of the lessor. However, in exceptional circumstances, extension can be allowed by the lessor or any officer authorised by the lessor subject to the fulfilment of such conditions/charges as lessor may impose for the same.

(e) The lessee shall 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.

(f) The lessee-sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer, Greater Noida, or any officer authorised by him have the power to get the maintenance done through the lessor and recover the amount so spent from the lessee/sub-lessee. The lessee/sub-lessee 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.

For R. S. Bhatnagar Pvt. Limited

[Signature]

[Stamp]

(1) That the Lessee/Sub-Lessee may mortgage the demised premises in favour of the State or Central Govt. or Financial Institutions/Commercial Banks etc. for raising loans. Provided that in the event of sale or fore closure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentage as decided by the Lessor of the unreturned increase in the value of the flat as first charge, having priority over the said mortgage charge.

(11) That the Lessee shall use the demised premises only for construction of group housing pockets according to the plan approved by the lessor and in accordance with building directions or regulations formulated under the provisions of UP Industrial Area Development

(4) That the lessee will keep the demise premises and the building at all times in a state a good and substantial repairs and in a sanitary condition to the satisfaction of the lessor.

10. That the lessee at his own cost construct on the demise premises group housing pockets in accordance with the prescribed norms, bye-laws and building regulation, direction and approval of the lessor.

important property of it for as they affect the health, safety, or convenience of the public, the instruments of the prices.

PROPOSED TIME FOR OBTAINING COMPLETION CERTIFICATE IN GROUP HOUSING ALLOTMENTS

[illegible]

THE UNIVERSITY OF CHICAGO

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IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year

first above written

IN PRESENCE OF:

Signature
(241101 4401 4401)

Witness:

Address:

45/2, Sect-5, Kalyan Vihar
New Delhi-19

Witness:

Address:

Signature
(241101 4401 4401)

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

For R. S. Bhatnagar & Co. Limited

For & on behalf of LESSEE

For & on behalf of LESSOR

For & on behalf of LESSOR

For & on behalf of LESSOR

For R. S. Bhatnagar & Co. Limited

For & on behalf of LESSOR

Signature
(241101 4401 4401)

For & on behalf of LESSOR

For B. S. Bhatnagar & Co. Ltd.

(Signature)

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12. The cost of stamp duty, registration charges and all other incidental expenses of the lease shall be borne by the lessee.

13. All powers exercised by the lessor under the lease may be exercised by the Chief Executive Officer/Chairman of the lessor. The lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this lease. Provided that the Chief Executive Officer/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the Chief Executive Officer/Chairman.

14. The provisions of U.P. Industrial Area Development Act 1976 and any rules regulations framed under the Act or any direction issued shall be binding on the Lease.

15. 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. 10 of 1976) and of any rules or regulations made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1974 as re-enacted and modified by the Uttar Pradesh President's Act (Re enactment with modification Act 1974 Act No. 30 of 1974).

16. The lessor shall be entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.

17. Any loss suffered by the Lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor from the Lessee.

18. In default of the Lessee doing so all such building and fixtures shall become the property of the Lessor without paying any compensation to the lessee. Upon the Lessee removing the fixtures building fixtures and things within a period herein before specified the demised premises shall be re-allocated and the lessor shall be refunded such amounts as may work him in accordance with the principle given in clause (a) above. Provided that the Lessor may at his option agree to purchase the said erection building and fixtures upon payment to the Lessee price thereof and for his interest in the premises as may be mutually agreed upon.

19. Any loss suffered by the Lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor from the Lessee.

20. The lessor shall be entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.

For R. S. Dillwell & Co. Limited

The lessee shall be bound to adhere to all terms and conditions of the lease deed. In the event of breach of any terms and conditions laid down in this Deed or the allotment/lease hold rights of the demised premises are found or have been accrued by way of misrepresentation/concealment and suppression of material facts, or mis-statement, cancellation/determination of the lease may be exercised and the entire money shall be forfeited and the possession of the demised premises may be resumed by the Lessor. In the event of waiver/restoration being allowed by the Lessor on account of any exceptional circumstances, restoration charges will be recovered in lump sum as applicable at that time. In the event of determination of the lease deed the following consequences shall follow:

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

The Lessee sub-Lessee/tenant shall not display or exhibit any picture poster, statue or other articles which are repugnant to the morals or are indecent or immoral. The Lessee sub-tenant shall also not display or exhibit any advertisement or placard in any part of the building except which shall be constructed over a demised premises at a place specified for the purpose by the lessor in the architectural controls.

(f) The transfer of the individual area allotted for the Directors/Executives/workers within the allotted plot may be allowed as per the prevailing terms and conditions of the Lessor.

(g) That the Lessee shall not exercise its 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 mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially unfit for building purposes.

(h) That Lessee will not erect or permit to be erected any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.

(i) That Lessee will permit the visitors and representatives of the Lessor and his/her tenants, who are mentioned before and the lessee will give notice of the provisions of this sub-clause to and building to be erected thereupon in order to, inspect the same and carry on necessary work employed by the Lessor from time to time and at all reasonable times of the day during the said term after three days previous notice to enter into and upon the demised premises.

(j) That Lessee will permit the visitors and representatives of the Lessor and his/her tenants, who are mentioned before and the lessee will give notice of the provisions of this sub-clause to and building to be erected thereupon in order to, inspect the same and carry on necessary work employed by the Lessor from time to time and at all reasonable times of the day during the said term after three days previous notice to enter into and upon the demised premises.

SECRETARY, DISTRICT OFFICE, GREATER NOIDA
GREATER NOIDA, DIST. GAUTAM BUDDH NAGAR (U.P.)
PHONE NO.-4566159, 4566151

Date-22-September, 2001

To,
SAMI (India) Built Well Pvt. Ltd.,

UG-2, Triveni Plaza,
17A/56, W.E.A.,
Karol Bagh,
New Delhi-110005.

RESERVATION CUM ACCEPTANCE LETTER

Sub: Reservation of plot in Sector-Rho-I (Eheria Estate), Plot No-397 of Builder's Residential Scheme JV-I.

Dear sir/Madam,

Kindly refer to your application form cum tender bid number 055 under Authority's Builder's Residential Scheme JV-I for flatted development/marketing of plot number-397 of 2.39 acres quoting the rate of Rs.-3751/- per sqm. I have been directed to inform you that the Authority has accepted the offer and reserves the said plot in your favour for said purpose. You are required to pay Rs.11,28,091/- (eleven lacs twenty eight thousand ninety one only) only as reservation cum acceptance money (being 10% of the total premium offered, less earnest money of Rs. 25,00,000/- already deposited) within one month from the date of the issuance of this letter.

The amount can be deposited through demand draft/pay order in favour of "Greater Noida Industrial Development Authority" payable at New Delhi/Noida/Greater Noida directly to the bank branches listed below through the deposit challan. The receiving bank shall give the receipt of the same.

- i) Bank of Baroda, 169, Chitvan Estate, Sector-Gamma, Greater Noida.
- ii) Corporation Bank, B-1, Sector-26, Noida.

Thanking you,

Yours faithfully,

(Vinal Kumar Sharma)
Officer on Special Duty

(Ramesh Chandra)
Officer on Special Duty

Yours faithfully,

The amount can be deposited through demand draft/pay order in favour of Greater Noida Industrial Development Authority payable at New Delhi / Noida / Greater Noida directly in a joint account between GNDA & Developer in Bank of Baroda, Greater Noida Authority Compound, Sector-Gamma, Greater Noida, through the deposit challan. The terms & conditions of the Builder's Residential Scheme JV-1 shall form part of this allotment letter and shall be binding on the allottee.

1 st year	0.00
2 nd year	29,31,497.53
3 rd year	40,30,809.10
4 th year	51,30,120.67
5 th year	65,95,869.44
6 th year	80,61,618.20
7 th year	98,93,804.16

The details of principal payment is as given below:-
calculated annually on the basis of prevailing interest rate & will be payable each year. In addition to principal, the interest will be calculated on the reducing balance principle (payable within a period of 7 year (from the due date of deposit of reservation cum acceptance money) including one year of moratorium (when interest will be payable). In 90% of the premium alongwith 11% of total premium as a lease rent in yearly installment reserves & confirms the said plot in your favour. Hence you are required to pay balance of 2.39 acres quoting the rate of Rs.-375/-per sqm. for flat development/marketing of plot under Authority's Builder's residential scheme JV-1. I have been directed to inform you that as you have deposited the reservation cum acceptance money, the Authority reserves & confirms the said plot in your favour. Hence you are required to pay balance of 90% of the premium alongwith 11% of total premium as a lease rent in yearly installment payable within a period of 7 year (from the due date of deposit of reservation cum acceptance money) including one year of moratorium (when interest will be payable). In addition to principal, the interest will be calculated on the reducing balance principle (payable each year. The details of principal payment is as given below:-

Kindly refer to your application form cum tender bid no.-055 for plot no.-397 of 2.39 acres quoting the rate of Rs.-375/-per sqm. for flat development/marketing of plot under Authority's Builder's residential scheme JV-1. I have been directed to inform you that as you have deposited the reservation cum acceptance money, the Authority reserves & confirms the said plot in your favour. Hence you are required to pay balance of 90% of the premium alongwith 11% of total premium as a lease rent in yearly installment payable within a period of 7 year (from the due date of deposit of reservation cum acceptance money) including one year of moratorium (when interest will be payable). In addition to principal, the interest will be calculated on the reducing balance principle (payable each year. The details of principal payment is as given below:-

Builder's Residential Scheme JV-1.

New Delhi-110005.

Kamal Bagh,

17-A-56, W.E.A.

IG-2, Incent Plaza,

8, Bad (India) Built Well Pvt. Ltd.,

To,

CONFIRMATION LETTER

to-Comd Prop. 397/2001-1103
Phone Nos.-450150,450511
Dated- 05-12-2001