

एक सौ रुपये

Rs. 100

ONE



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AT 780409

LEASE DEED

This Deed of Lease is made on this 04 day of oct 2011

Between

Ghaziabad Development Authority, Ghaziabad through its Vice Chairman, Sh Naendra Kumar Chaudhary (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 Shri Brijesh Bisht (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.

हस्ताक्षर श्री ब्रिजेश बिष्ट

30/09/11



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महोदय
अध्यक्ष निवन्धक प्रथम
गाजियाबाद
4/10/2011

WHEREAS the Government of Uttar Pradesh (hereinafter referred to as "The Government") vide 3336/8-3-10-122एल०ए०/2009 Lucknow dated 07.08.2010 acquired / ~~cilling / resumed~~ Gram Sabha land admeasuring 110.9679 acres of Village Shahpur Bamheta 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 3336/8-3-10-122एल०ए०/2009 Lucknow dated 07.08.2010 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs. 49,39,89,100/- (Rupees Fourty nine crore thirty nine lac eighty nine thousand one hundred Only) and the annual rent of Rs. 1000/- per hect (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 Developers Pvt. Ltd. dated 30.11.2005, an amended MoU dated 19.03.2009 and revised MoU dated 17.02.10 (hereinafter referred to as "MoU").
2. The Lessor is the lawful owner of land admeasuring 110.9679 acres, situated in Village Shahpur Bamheta (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. 49,39,89,100/- and the lease rent of Rs. 44,909/- hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-

08/08/10



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 of2011. The Lessee has paid to the Lessor for 44.9081 Hectare of land falling in Shahpur Bamheta Village of Tehsil Ghaziabad, Distt. Ghaziabad, (U.P.) as per SCHEDULE-I which includes 44.9081 Hectare of the LAND, a premium amount of Rs. 49,39,89,100/- towards resumption / acquisition cost of the LAND through Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges.

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

2011



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.
- (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 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

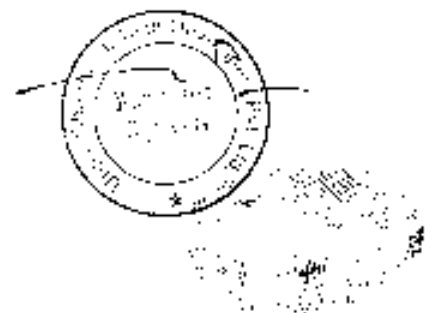
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नरेंद्र कुमार चौधरी
बराबरा



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.


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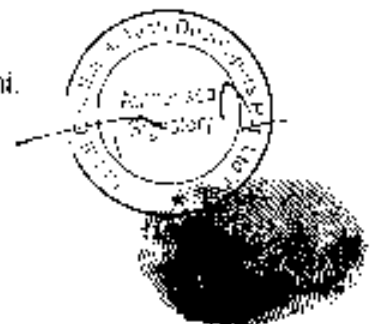


18. The lease hold rights can be terminated by the Lessor only within provisions of law and Lessor can enter upon the LAND on ground of breach of any terms and conditions of the Lease Deed only after giving appropriate prior notice to the Lessee.
19. In the event of any conflict between terms and conditions 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 Brijesh Bisht
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 Gautambudh Nagar 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.

SCHEDULE DETAILS OF THE LAND

Name of Village	Gata No.	Areas (In Acres)
Village.....	Schedule-1 attached	
Pargana		
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 Lessor

Witness: 1. सावित्री कुमारी

8/11 S/O श्री राम कृष्ण

2. रमेश चंद 757 बीजीपुरा फोड
डोमरा गाजिमावाड

(Name and Address)

For and on behalf of the Lessee

Witness:

1. सोमदेव प्रियार
खोली पी प्रियार

2. G. D. A. जोर बाट

(Name and Address)



अनुसूची				
जिला व तहसील	परगना	मौजा	खसरा सं०	रकबा (हेक्टे०)
गाजियाबाद	खसना	शाहपुर बम्हैटा	1651 मि	0.0060
			1653 मि	0.0760
			1654 मि	0.1010
			1655 मि	0.1440
			1685 मि	0.3040
			1666 मि	0.1800
			1673 मि	0.1010
			1674 मि	0.0510
			1675 मि	0.1780
			1676	0.0609
			1677	0.0630
			1678	0.4300
			1679	0.0380
			1680	0.4430
			1681	0.4550
			1682	0.3713
			1683	0.2910
			1687	0.2150
			1688	0.3290
			1689	0.2780
			1691	0.2020
			1692	0.2910
			1693	0.1895
			1694	0.3160
			1696	0.6830
			1698	0.5190
			1699	0.5940
			1700	0.5060
			1701	0.4430
			1702 मि	0.2400
			1703/1	0.2910
			1704	0.4550
			1705/1/2	0.3181
			1706/1	0.3181
			1707	0.2780

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बरेन्द्र कुमार चौधरी



		1708	0.4680
		1709 / 1	0.3070
		1710/1	0.2695
		1713/2	0.2880
		1714	0.3364
		1715	0.1390
		1716	0.1140
		1720/2	0.4110
		1721	0.7970
		1722	0.5560
		1723	0.2660
		1725	0.3823
		1729/2	0.4110
		1730/2	0.3220
		1731/2	0.5720
		1733मि०	0.2790
		1734मि०	0.0060
		1735मि०	0.0800
		1736मि०	0.1520
		1737/2मि०	0.2160
		1738/1/4	0.1130
		1739	0.2280
		1740	0.2400
		1741	0.2660
		1743	0.2400
		1747मि०	0.0130
		1767मि०	0.0060
		1768 मि	0.2020
		1769 मि	0.1640
		1770मि०	0.0060
		1772	0.1900
		1774	0.4430
		1775	0.1390
		1777	0.1158
		1778मि०	0.1240
		1779 / 2 मि	0.0838
		1780 / 2मि०	0.0640
		1781/2	0.3850
		1782	0.1770

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			1784	0.1260
			1785	0.3540
			1786	0.3267
			1787	0.3222
			1788	0.0890
			1789	0.0556
			1791મિ0	0.3610
			1792 મિ	0.3160
			1793	0.4680
			1794 મિ	0.0760
			1795 મિ	0.2150
			1796	0.1064
			1797	0.1064
			1798	0.3338
			1799	0.4420
			1800	0.5190
			1802	0.0500
			1804	0.4050
			1805 / 1	0.0890
			1806	0.2400
			1807	0.1566
			1808	0.2085
			1809	0.4050
			1810મિ0	0.0568
			1811 મિ	0.2124
			1812 મિ	0.2124
			1813	0.2208
			1814	0.1868
			1815	0.4930
			1816 મિ	0.5900
			1817	0.7210
			1818	0.3040
			1819	0.2910
			1820	0.1458
			1821	0.0708
			1822	0.3036
			1823	0.3670

નરેન્દ્ર કુમાર ચૌધરી
સહાયક




		1824	0.4170
		1825 मि	0.2790
		1826 मि	0.1540
		1831 मि	0.0250
		1843 मि	0.8100
		1844	0.2660
		1845 मि	0.2420
		1846	0.2530
		1847	0.2400
		1849	0.2780
		1850	0.2780
		1851	0.2150
		1852	0.2020
		1853	1.0120
		1854	1.0880
		1855	0.3790
		1856	0.3920
		1857	0.1900
		1858	0.2020
		1859	0.2530
		1860	0.2910
		1861	0.2910
		1862	0.3520
		1863	0.2614
		1864	0.3063
		1865	0.2020
		1866 मि	0.1100
		1868 मि	0.0630
		1875 मि	0.1640
		1876 मि	0.1390
		1877 मि	0.0120
		1878	0.0630
		1879	0.051
		1880	0.1260
		1881	0.0880
		1882	0.2530
		1883	0.6960


 जल संसाधन विभाग
 रायपुर



			1884	0.7970
			1885 मि	0.2150
			1886 मि	0.1340
			1888	0.1520
			1889 मि	0.4980
			1890	0.5430
			1891	0.1900
			1892 मि	0.2790
			1893 मि	0.0780
			1895 मि	2.1010
			योग हेक्टे	44.9081
			एकड़	110.9679


 जयदेव कृष्ण चौधरी
 11/12



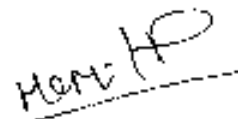
आज दिनांक 04/10/2011 को

वही सं. 1 जिल्द सं. 9191

पृष्ठ सं. 21 से 48 पर क्रमांक 6338

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उप निबन्धक प्रथम

गाजियाबाद

4/10/2011