

45.0 M WIDE ROAD  
69.75

24 M WIDE ROAD

254.87

264.25

254.80

PLOT NO-GH-01 C, 01 D, 01 E

Manager (Builders)  
Greater Noida Indl. Dev. Authority

Anusha Engineering Consultants & Construction Pvt. Ltd.

69.75  
PLOT NO-GH-01 A

*[Signature]*  
Director

AREA-17775.09 SQM

NOTE-DEVELOPMENT WORK IS IN PROGRESS LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND.  
AREA OF PLOT MAY BE INCREASE/DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

POSSESSION TAKEN OVER ALLOTTEE	SIGN POSSESSION HANDED OVER		
LEASE PLAN OF PLOT NO.-GH-01 F SECTOR-16 (RESIDENCIAL) GREATER NOIDA	PROJ. DEPTT <i>[Signature]</i> ASST. MANAGER	<i>[Signature]</i> MANAGER	<i>[Signature]</i> SR. MANAGER
	LAND. DEPTT <i>[Signature]</i> LEKHPAL	<i>[Signature]</i> JAYAS TAHSEEL DAR	<i>[Signature]</i> TAHSEEL DAR
	LAW. DEPTT <i>[Signature]</i> A.L.O.		<i>[Signature]</i> MANAGER
	PLANIG. DEPTT <i>[Signature]</i> SR. DRAUGHTSMAN	<i>[Signature]</i>	<i>[Signature]</i> SR. EXECUTIVE



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY



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

**C. THE LESSEE DOETH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
- (i) Lessee has paid **Rs. 20,56,756.00** as annual lease rent being 1% of the plot premium.
  - (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 lease deed and thereafter, every year.
  - (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
  - (v) The Lessee has to pay lease rent equivalent to 11 years @1% p.a. (total 11%) of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor 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 Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- 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 @ 15% p.a. compounded every half

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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/flats/plots. 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 and 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) Normally, 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. However, the Lessor, reserves the right to reject any transfer application 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.

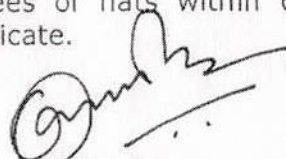
The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub- lease deed which shall be executed in a form and format as prescribed by the Lessor. On the fulfillment of the following conditions:-

- 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. Permission of sub-lease deed shall be granted phasewise on payment of full premium (with interest upto the date of deposit) of the plot of that phase.
- 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 Planning Department, Greater Noida (Lessor).
- d) The Lessee shall submit list of individual allottees of flats within 6 months form the date of obtaining occupancy certificate.

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- e) The Lessee shall have to execute tripartite 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 of residential area only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rata 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.
- 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 1<sup>st</sup> 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 transfer done by the Lessee shall have to be registered before the physical possession of the flat/plot is handed over.
- j) Except otherwise without obtaining the completion certificate, the Lessee shall have option upto 31.03.2011 to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 10,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

#### **D. NORMS OF DEVELOPMENT**

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

Maximum permissible Ground Coverage	As per Building regulation 2010 Greater Noida.
Maximum permissible FAR	2.75
Set backs	As per Building regulation 2010 Greater Noida.

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Maximum Height	No Limit
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**E. CONSTRUCTION**

1. The Lessee 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 shall be treated as the date of possession. The Lessee shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the LESSOR in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The Lessee 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 occupancy/completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of lease deed.

In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the LESSOR within the period of 5 years from the date of execution of lease deed.

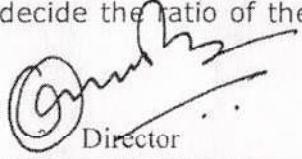
2. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
3. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of 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.
  - For second year the penalty shall be 6% of the total premium.
  - For third year the penalty shall be 8% of the total premium.

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

4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
5. There shall be total liberty at the part of allottee /Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the

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area for flatted/ plotted development. The F.A.R. earmarked for commercial/Institutional use would be admissible but the allottee /Lessee may utilize the same for residential use as per their convenience.

6. The allottee /Lessee may implement the project in maximum **five phases** and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly enabling them to do phase-wise marketing.

#### **F. MORTGAGE**

The Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by allottee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the LESSOR, developer and the financial institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged/charged property the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, 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 LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

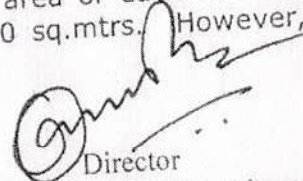
The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

#### **G. TRANSFER OF PLOT**

1. Without obtaining the completion certificate the Lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties upto 31.03.2011 with the prior approval of LESSOR on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub-divided plots should not be less than 10,000 sq.mtrs. However,

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