

**BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 245 OF 2021**

IN THE MATTER OF:

Vineet Sinha

...Applicant

VERSUS

Union of India & Ors.

...Respondents

Next of Hearing: 24.08.2022

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DATE: 22.08.2022

PLACE: NEW DELHI

DRAWN AND FILED BY:



VSA LEGAL

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New Delhi 110049
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**BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 245 OF 2021**

IN THE MATTER OF:

Vineet Sinha ...Applicant

VERSUS

Union of India & Ors. ...Respondents

**SHORT AFFIDAVIT ON BEHALF OF RESPONDENT NO. 6 IN
COMPLIANCE OF THE ORDER DATED 12.08.2022 FOR
CLARIFICATION**

MOST RESPECTFULLY SHOWETH:

I, Pankaj Goel, S/o Shri J.B. Goel aged about 47 years, R/o B-177,
Greater Kailash-I, New Delhi presently at New Delhi do hereby
solemnly affirm and state as under:

1. That I am the authorised representative for Respondent No. 6,
M/s Express Builders and Promoters Pvt. Ltd. (hereinafter
referred to as Answering Respondent) and as such I am
competent to swear this Short Affidavit.

NOTARY PUBLIC APPOINTED BY
GOVT. OF INDIA
G. S. KHARRANDA

Notary
Reg. No.
785

27 AUG 2022

ADVOCATE
ENL. No.
D 287781

ATTESTED 989942266

2. The present Original Application (OA) is filed against the alleged violation of Environment Clearance (EC) dated 19.09.2011. The Hon'ble Tribunal was pleased to consider the case on 18.10.2021 and constituted a Joint Committee for verification of facts. The Joint Committee submitted its Report on 21.02.2022 after conducting a Site Inspection on 01.02.2022.
3. The Answering Respondent has already filed its Reply and Objections to Joint Committee Report dated 19.02.2022 on 28.03.2022 and Sur-rejoinder on 02.08.2022 addressing the said allegations and the contents therein may be read along with the contents of this Affidavit.
4. The present Short Affidavit is filed in furtherance of Order dated 12.08.2022 passed by this Hon'ble Tribunal.
5. It is submitted that on 22.03.2010, an application was made by Express Projects Pvt. Ltd. (as part of a consortium) for plot no. GH-02A, Sector 77 Noida alongwith a demand draft of Rs. 3.5 Crores. The bid was successful and allotment letter dated



The copy of the allotment letter dated 31.03.2010 has been appended herewith and marked as **Annexure R/21 at pages 13 to 28**.

6. As per the bid document, the plot could be sub-divided among the consortium members for which a special purpose company may be formed. Clause 8(e) of the bid document has been reproduced below –

“8. In case of tenderers have formed a consortium:-

e) Execution of more than one lease deeds can be made by sub-dividing the plot in favour of the lead member and/or the relevant member(s) and /or Special Purpose Company(ies) (SPCs) formed by them, which should be firm(s) or incorporated company(ies) registered in India. However, the area of each of such sub-divided plot proposed for execution of lease deed, as described above, should not be less than 20,000 sq. mtrs and the said sub-division should be in accordance with the planning norms of the NOIDA.”

7. Express Projects Pvt. Ltd. made an application for grant of EC on 14.06.2010 i.e. before the incorporation of Express Builders and Promoters Pvt. Ltd. which happened on 24.06.2010. The



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dated 14.06.2010 in the Application for grant of EC submitted by "Express Projects (P) Ltd." to the Secretary, SEAC, UP.

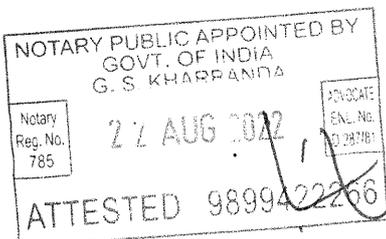
The true copy of the Cover letter dated 14.06.2010 on behalf of Express Projects (P) Ltd. has been annexed herewith and marked as **Annexure R/22** at pages 29 to —.

8. The subsidiary company of Express Projects Pvt. Ltd. was incorporated on 24.06.2010 with the name "Express Builders and Promoters Pvt. Ltd." 60% of shareholding of Express Builders and Promoters Pvt. Ltd. was owned by Express Projects Pvt. Ltd. and 20% each by the Directors of both Express Projects Pvt. Ltd. and Express Builders and Promoters Pvt. Ltd. i.e. Mr. Pankaj Goel and Mr. Vinay Goel.

9. NOIDA executed lease deed in favor of the answering Respondent i.e. Express Builders and Promoters Pvt. Ltd.

A copy of the the lease deed dated 01. 09.2010 in favour of Express Builders and Promoters Pvt. Ltd. has been appended herewith and marked as **Annexure R-23** at pages 30 to

71.



7.

10. The Application for grant of EC dated 14.06.2010 could not be considered by the SEIAA since, the SEAC became defunct on 12.07.2010. Subsequently, after the reconstitution of SEAC on 12.10.2010, re-application for grant of EC was made on 10.11.2010 on the letter head of "Express Builders and Promoters Pvt. Ltd."

The true copy of the application for grant of EC dated 10.11.2010 has been appended herewith and marked as **Annexure R/24 at pages 72 to —**.

11. It is submitted that all the Affidavits and Undertakings for the application of EC were furnished by Mr. Vinay Goel, Director, Express Builders & Promoters Pvt. Ltd. on 21.04.2011 alongwith a letter for non-applicability of CEPI Index. The true copy of letter dated 21.04.2011 alongwith the Affidavits has been appended herewith and marked as **Annexure R/25 at pages 73 to —**.

12. Further, the Answering Respondent submitted a letter dated 09.07.2011 to SEAC, UP for taking up its case for grant of EC in the meeting scheduled on 14.07.2011.



A copy of the letter dated 09.07.2011 to SEAC has been appended herewith and marked as **Annexure R/26 at pages** 74 to —.

NOTE - The letter dated 09.07.2011 was also submitted on the letterhead of Express Builders and Promoters Pvt. Ltd.

13. Both the letters dated 14.06.2010 and 09.07.2011 are referred in the EC dated 19.09.2011 which is already appended as Annexure R-5 at page 286 of the Reply and Objections to Committee Report dated 19.02.2022 filed by the Answering Respondent on 28.03.2022.
14. It is submitted that on the date of purchase i.e. 22.03.2010 of the plot no. GH-2A, Sector 77, Noida, Uttar Pradesh and date of application for EC i.e. 14.06.2010 there was no company by the name of "Express Builders Pvt. Ltd." which is admitted by the Applicant. It is submitted that the company by the name of "Express Builders Pvt. Ltd." was incorporated on 18.06.1980 and was subsequently converted into public limited company and came to be known as "Express Builders Ltd." on 13.11.1993.



15. It is submitted that at no point in time, the companies named "Express Builders Ltd." or "Express Builders Pvt. Ltd." have any involvement/ claim in the purchase or development of the project.

16. The said position can be further substantiated from the fact that most of the subsequent applications/communications were made on behalf of "Express Builders and Promoters Pvt. Ltd."

17. The Answering Respondent seeks to place reliance on Application dated 28.08.2018 for extension of validity of EC made on behalf of "Express Builders and Promoters Pvt. Ltd." which has been appended by the Applicant as Annexure A/11 at pages 112 -126.

18. The Answering Respondent seeks to place on record the Application dated 25.11.2021 for expansion of EC which was on behalf of Express Builders and Promoters Pvt. Ltd.

True copy of the cover letter dated 25.11.2021 on behalf of Express Builders and Promoters Pvt. Ltd. has been appended

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herewith and marked as **Annexure R/27** at pages 75 to

_____.

19. The Answering Respondent further seeks to place reliance upon Application dated 22.02.2022 for correction of EC on behalf of Express Builders and Promoters Pvt. Ltd. seeking the correction of EC from "Express Builders Pvt. Ltd." to "Express Builders and Promoters Pvt. Ltd." which has already been appended as Annexure R/12 at pages 313 – 326 of the Reply and Objections to Committee Report filed by the Answering Respondent.

20. Thus, it is submitted that the bare perusal of the facts and documents on record clearly establishes that the project in question was completely under the management and control of Express Builders and Promoters Pvt. Ltd. and at no point did Express Builders Pvt. Ltd. or Express Builders Ltd. had any control over the project. Further, all the permissions and consents such as CTO, Occupancy Certificates, and sanction plans were in the favour of the Answering Respondent i.e. Express Builders and Promoters Pvt. Ltd. All the Applications

made by the Answering Respondents also show that Express

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Builders and Promoters Pvt. Ltd. was having complete control and managed the project in question. The abovementioned facts therefore clearly establish that for some reason, which the answering Respondent is not aware of, the EC dated 19.09.2011 was issued in favor of a company that was neither existent as on the date of grant of EC and nor is existent even today. Answering Respondent's best guess is that it was an inadvertent mistake on the part of the authorities for which the answering Respondent cannot be held to be liable. Further the project has always been called by the name of "Express Zenith" and continues to be called as such. The answering Respondent does not seek any benefit from the said inadvertent mistake of name and therefore requests this Tribunal not to draw any adverse inference from the said change in name. Further all contracts between buyers and the company have been in the name of Express Builders and Promoters Pvt. Ltd.

21. The Answering Respondent submits that the IA is being bonafidely and in the interest of justice and the balance of convenience lies in the favour of the Respondent. No harm

will be caused to the other parties if the said IA is allowed.

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ADVOCATE ENL. No. 228781	
ATTESTED 9899422266	

22. The facts stated in the present Short Affidavit are true to my knowledge and belief. No part of the same is false and nothing material has been concealed therefrom.

[Handwritten signature]

Deponent

Praveen
D/974/2019
I IDENTIFIED THE DEPONENT WHO HAS SIGNED IN MY PRESENCE

VERIFICATION:

I, the above-named deponent do hereby verify that the contents of the foregoing affidavit are true and correct to the best of my knowledge and belief and based on the averments made by the Petitioner and no part of it is false and nothing material has been concealed therefrom.

22 AUG 2022

22 AUG 2022

Verified at New Delhi on this the 22 day of August, 2022.

[Handwritten signature]

Deponent

NOTARY PUBLIC APPOINTED BY
GOVT. OF INDIA
G. S. KHARBANDA

Notary Reg. No. 785	22 AUG 2022	ADVOCATE ENL. No. D 287781
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ATTESTED 9899422266

ATTESTED
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NOTARY PUBLIC

ANNEXURE R-21

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
MAIN ADMINISTRATIVE BUILDING,
SECTOR-VI, NOIDA-201301

13

Registered/SPEED POST

No. Noida/GHP/GH-2010-(II)/2010/5399
Dated: 3 (MARCH, 2010)

CONSORTIUM CONSISTING OF-

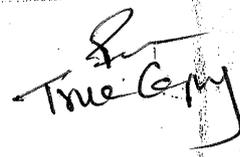
- M/s EXPRESS PROJECTS PVT. LTD. (LEAD MEMBER)
 - M/s CIVITECH HOUSING INDIA PVT. LTD. (RELEVANT MEMBER)
 - M/s H R ORACLE DEVELOPERS (RELEVANT MEMBER)
 - M/s GULSHAN HOMZ PVT. LTD. (RELEVANT MEMBER)
 - M/s AGARWAL ASSOCIATES (PROMOTERS) LTD. (RELEVANT MEMBER)
 - M/s SUNGLOW BUILDERS PVT. LTD. (RELEVANT MEMBER)
- 810, SURYA KIRAN BUILDING, K.G. MARG,
NEW DELHI-110001

Subject: Allotment of Group Housing Plot No. GH-02, Sector - 77, NOIDA under Group Housing Scheme GH 2010(II)

Dear Sir,

In continuation of this Office letter No. NOIDA / GHP / GH-2010(II)/2010/5399 Dated 29.03.2010, Group Housing Plot No. GH-02, Sector-77, NOIDA, Measuring 62,200 Sq.mtrs. is allotted to you as per terms and conditions mentioned in the brochure of the scheme and as per details given below:-

1	Allotted Plot No/Sector	GH-02, Sector-77
2.	Plot area in Sqm.	62,200 Sq Mtrs
3	Rate of plot as per your accepted Financial Bid (per Sqm.)	Rs. 20,741.00
4	Total Premium of the plot.	Rs. 129,00,90,200.00
5.	Reservation Money equivalent to 5% of the total premium after adjustment of Registration Money of Rs. Ten crores submitted along with Tender Application an amount of Rs. 3,54,95,400/- is in excess deposit towards acceptance money subject to realization of pay order/demand draft of Rs. Ten crores submitted along with Tender Application Form.	Rs. 6,45,04,510.00


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6.	Balance Allotment money (equivalent to 5% of the total premium) after adjustment of an amount of Rs. 3,54,95,490/- deposited in excess as in para-5 above, payable within 60 days from the date of issue of this letter	Rs 2,90,09,020.00
7.	<p>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 of the plot along with interest will be paid in 16 half yearly instalments along with interest.</p> <p>In case of default in depositing the instalments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.</p>	

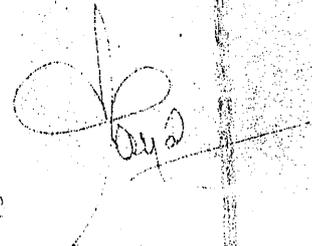
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You are requested to deposit the balance allotment money equivalent to 5% of the premium i.e. Rs 2,90,09,020.00 (Rupees Two Crores Ninety Lacs Nine Thousand Twenty only) (after adjustment of an amount of Rs. 3,54,95,490/- deposited in excess as in para-5 of the table shown above), through demand draft in favour of NOIDA payable at Delhi /New Delhi/Noida within 60 days from the date of issue of this allotment letter. You are also requested to form the SPC duly registered in ROC and also submit the Memorandum of Article of Association of SPC, List of Directors and Shareholders duly certified by CA and Board of Director's Resolution of Constituted Special Purpose Company.

The allottee shall also deposit due stamp duty i.e. Rs 7,16,00,100.00 + Rs.50.00 for lease deed in treasury of District Gautam Budh Nagar and should produce a certificate to that effect in Group Housing Department Noida within 90 days from the issue of formal allotment letter. The above amount of stamp duty is subject to confirmation from the Office of the Sub - Registrar, Noida at the time of registration of the Lease Deed.

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 of the plot Rs. 116,10,81,180.00 along with interest will be paid within next 8 years in the following manner :-

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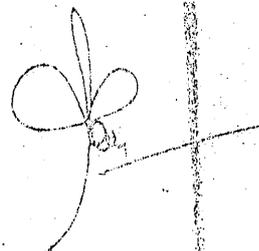
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SL NO	DUE DATE	INSTALMENT (in Rs.)	INTEREST (in Rs)	TOTAL (in Rs.)
1	30.09.2010	..	63859465	63859465
2	30.03.2011	..	63859465	63859465
3	30.09.2011	..	63859465	63859465
4	30.03.2012	..	63859465	63859465
5	30.09.2012	72567574	63859472	136427046
6	30.03.2013	72567574	59868255	132435829
7	30.09.2013	72567574	55877038	128444612
8	30.03.2014	72567574	51885821	124453395
9	30.09.2014	72567574	47894604	120462178
10	30.03.2015	72567574	43903387	116470961
11	30.09.2015	72567574	39912170	112479744
12	30.03.2016	72567574	35920953	108488527
13	30.09.2016	72567574	31929736	104497310
14	30.03.2017	72567574	27938519	100506093
15	30.09.2017	72567574	23947302	96514876
16	30.03.2018	72567574	19956085	92523659
17	30.09.2018	72567574	15964868	88532442
18	30.03.2019	72567574	11973651	84541225
19	30.09.2019	72567574	7982434	80550008
20	30.03.2020	72567574	3991217	76558791

A. SPECIAL TERMS AND CONDITIONS OF ALLOTMENT :

(i) Since the tender was submitted by a Consortium therefore the members of the special purpose company will be as under :-

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/s EXPRESS PROJECTS PVT. LTD.	26%	LEAD MEMBER
2	M/s CIVITECH HOUSING INDIA PVT. LTD.	22%	RELEVANT MEMBER
3	M/s H R ORACLE DEVELOPERS	22%	RELEVANT MEMBER
4	M/s GULSHAN HOMZ PVT. LTD.	10%	RELEVANT MEMBER
5	M/s AGARWAL ASSOCIATES (PROMOTERS) LTD.	10%	RELEVANT MEMBER
6	M/s SUNGLOW BUILDERS PVT. LTD.	10%	RELEVANT MEMBER


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B. GENERAL TERMS AND CONDITIONS :

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- (i) In case of company the following should be enclosed:
- i. list of directors duly certified by the Statutory Auditors/ Chartered Accountant
 - ii. list of share holders with number of allotted shares duly certified by the Statutory Auditors/ Chartered Accountant
 - iii. copy of its Memorandum and Articles of Association
- (ii) In case of a consortium:-
- a) Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the NOIDA. Lead member should be the single largest shareholder having at least 26% share in the consortium. The shareholding of the lead member in the consortium shall remain at least 26% till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Noida. Each member of the consortium with equity stake of at least 10% will be considered as the "relevant member". The Lead Member of the consortium must necessarily be a Firm/Company registered in India with the appropriate statutory Authority.
 - b) In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. MOA should be submitted in original duly registered/notarized with appropriate authority.
 - c) The members shall submit a registered/notarized Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, to form Special Purpose Company(ies) ; hereinafter called SPCs, that will subsequently carryout all its responsibilities as the allottee. The registered MOA must specify the equity shareholding of each member of the Consortium in the proposed SPCs. The SPCs must necessarily be Firm(s)/Company(ies) registered in India with the appropriate statutory Authority.
 - d) Execution of more than one lease deeds can be made by sub-dividing the plot in favour of the lead member and/on the relevant member(s) and/or Special Purpose Company(ies) (SPCs) formed by them, which should be firm(s) or incorporated company(ies) registered in India. However, the area of each of such sub-divided plot proposed for execution of lease deed, as described above, should not be less than 20,000 sq. mtrs. and the said sub-division should be in accordance with the planning norms of the NOIDA.
- (iii) Lessee can change the name of the executing company(ies)/body corporate(s) within 60 days from the date of acceptance of the tender after taking prior permission from the NOIDA.
- (iv) However, the lessee/Sub-lessee(s) will be allowed to transfer up to 49% of its shareholding, subject to the condition that in case of a consortium, the

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original "Relevant Members" and the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding in their respective SPCs and the shareholding of the "Lead Member" in his SPC shall remain at least 26% till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the NOIDA.

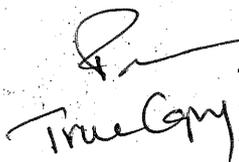
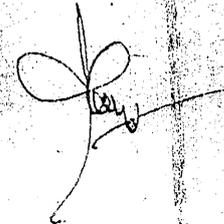
C. PAYMENT

1. All payments 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 tenderer/ allottee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.
2. In case of default in depositing the instalments or any payment, interest @ 14% compounded half yearly shall be leviable for the defaulted period on the defaulted amount.
3. Premium referred to in this document means total amount payable to the NOIDA for the allotted plot.
4. All payments should be remitted by due date. In case the due date is a bank holiday, then the allottee should ensure remittance on the previous working day.
5. In case of default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'D' of this Brochure.
6. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted first towards the lease rent payable and then the premium due.
7. Lease Rent shall be paid in accordance with Clause 'H' of this Allotment Letter.

D. EXTENSION OF TIME

1. Normally extension for depositing the reservation money, and the allotment money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned therein, the NOIDA may grant a maximum of 30 days extension to deposit the reservation money/allotment money, subject to the payment of interest @ 14% (11% normal interest + 3% penal interest) per annum compounded half yearly, on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled, alongwith the forfeiture of the full Registration money. However, in exceptional circumstances, the

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time for the payment of the balance due amount may further be extended by the NOIDA for a reasonable period, but in such cases of time extension, interest @ 17% per annum compounded half yearly, shall be charged on the outstanding amount for such extended period.

2. 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.
3. 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.

E. AREA

The area of the plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variations. The applicable rate of allotment of additional area shall be the accepted tender rate for the original plot plus simple interest @ 12% from the date of allotment or the reserve price or the accepted tender rate for the Group Housing Plots in the relevant sector or the nearby area, at the time of communication about the additional land, whichever is higher. Payment of premium and the lease rent of the additional land will be made as per the terms & conditions applicable to the land initially allotted.

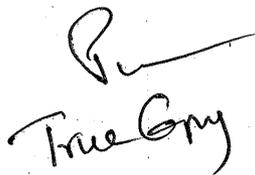
F. AS IS WHERE IS BASIS AND THE LEASE PERIOD

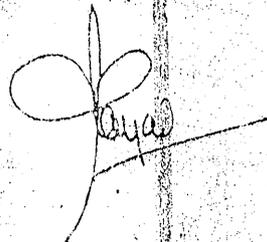
The plots will be accepted by the allottee on an "As is where is" basis on lease for a period of 90 years, starting from the date of execution of the lease deed.

G. SURRENDER

The request for surrender of plot will only be considered prior to the decision of cancellation by the NOIDA and as per the following provisions:

1. In case of surrender before the issue of the acceptance letter, 50% of the registration money shall be forfeited.
2. In case of surrender after the deposit of reservation money, but before the date of deposit of the allotment money, 100% of the registration money shall be forfeited, and any deposit over and above the registration money may be refunded without any interest.
3. In case of surrender after the deposit of the allotment money but before the execution of the lease deed, full amount of the registration money and any deposit over and above the registration money shall be forfeited.


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Anand

4. Surrender after execution of the lease deed shall not be allowed.

5. The date of surrender in the above case shall be the date on which such application is actually received at the NOIDA's office. No subsequent claim on the basis of postal delay, etc., will be entertained.

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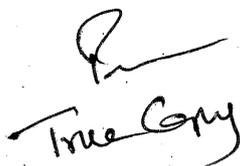
H. LEASE RENT

In addition to the premium of the plot, the Lessee/Sub-lessee shall have to pay yearly lease rent in the manner given below:

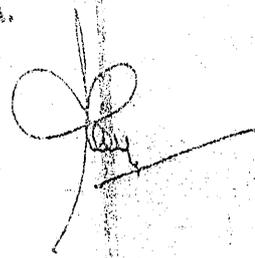
- (i) The lease rent will be 1% Per Annum of the plot premium for the first 10 years of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall 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.

I. POSSESSION

1. Possession of allotted land will be handed over to the Lessee/Sub-lessee(s) after execution and registration of lease deed/sub lease deed(s) for the same.
2. Execution and registration of lease deed/sub lease deed(s) can be done only after a minimum payment of 10% of the total premium of the relevant area of the plot and payment of one year lease rent in advance for the same has been done.
3. The Lessee/Sub-lessee(s) will be authorized to develop and market the flats on this land only after the lawful possession of the land is taken over by the lessee/Sub-lessee(s).
4. The lessee shall prepare the detailed layout plan for the entire plot and submit it for the approval of the NOIDA.


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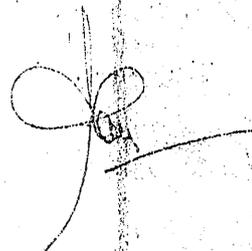


5. The internal development of the total plot shall be the full responsibility of the lessee and it shall be carried out as per the lay-out plan approved by the NOIDA.
6. The Lessee/sub-lessee(s) shall have to execute sub-lease(s) in favour of the individual allottees for the developed flats in the form and format as prescribed by the NOIDA.
7. The Lessee/ sub-lessee(s) as well as the allottees shall have to follow the rules and regulations as prescribed in respect of leasehold properties and shall have to pay the charges as per the rules of the NOIDA and the Government of Uttar Pradesh, as applicable.
8. Every sale done by the Lessee/ sub-lessee(s) shall have to be registered before the physical possession of the property is handed over to the individual allottee(s).
9. The lessee/sub-lessee(s) shall submit list of individual allottees of flats within 6 months from the date of obtaining the occupancy certificate.
10. Without obtaining the temporary occupancy/completion certificate, the lessee/ sub-lessee(s) shall have the option upto 31.03.2010 or till the extended date, if any, to divide the allotted plot and to sub-lease the same 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 plots should not be less than 20,000 sq. mtrs and those sub-divided plots should be as per the planning norms of the NOIDA.

J. EXECUTION OF SUB LEASE DEED

1. The allottee and in case of a consortium, the lead member and the relevant members and/or the SPCs incorporated by them put together, will have to construct on its own a minimum of 30 percent of the total permissible FAR on the allotted area.
 2. The allottee shall have option to sub-lease a maximum of 70 percent of the allotted land.
 3. After the approval of the lay-out plan by the NOIDA, the lessee shall have the option to sub-lease portions of land earmarked for group housing, subject to minimum plot size of 20,000 Sqm. and adherence to the planning norms of the NOIDA, after prior approval from the NOIDA.
 4. The Lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street-lighting, etc. in that area is in progress.
 5. The Lessee shall have to execute the sub-lease deed in favour of the Sub Lessee in the form and format as prescribed by the NOIDA.
 6. On execution of such sub-lease deed(s), the sub-lessee(s) will be bound to comply with the provisions of payment of proportionate share of the lease premium, lease rent and all other charges payable to the NOIDA in the proportionate share of the land area so sub-leased.
- Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed /sub-lease deed/ scheme shall not be automatically considered as default of the Lessee. The NOIDA shall be entitled to take any action against the sub-lessee as well, including


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cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of this allotment letter and the scheme.

7. The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats in favour of the individual allottee(s):

- i. Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate/ occupancy (completion) certificate of the constructed flats on the allotted plot from the Building Cell of the NOIDA as mentioned in clause-M of this document.
- ii. Lessee/ sub-lessee(s) shall submit "No Dues Certificate" in accordance with the payment schedule specified in the Lease Deed/sub-lease deed from the Accounts Department (Residential) of the NOIDA.

K. INDEMNITY

The Lessee/Sub-lessee(s) shall execute an indemnity bond, indemnifying the NOIDA against all disputes arising out of:

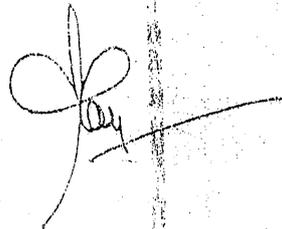
1. Non-completion of Project.
2. Quality of construction
3. Any legal dispute arising out of allotment /lease/Sub-lease(s).

The Lessee shall wholly and solely be responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and services till such time, alternate agency for such work / responsibility is identified legally by the Lessee. Thereafter the agency appointed by the Lessee will be responsible to the NOIDA for the maintenance of the service to the constructed flats / building.

L. DOCUMENTATION

The allottee shall deposit due stamp duty of Rs 7,16,00,100.00+ Rs.50.00 for execution and registration of Lease Deed in the Treasury of Distt. Gautam Budh Nagar and should produce a certificate to that effect in the Group Housing Department of the NOIDA within 90 days from the date of issue of Allotment Letter. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf. However in case of delay in execution of lease deed by the allottee, extension can be granted by the NOIDA, at its discretion subject to payment of penalty @ Rs. 10/- for 1000 Sq.Mtrs. per day. The Lessee/Sub-lessee(s) shall be solely responsible to communicate to the allottees of the flats the conditions applicable to them before making any allotment.


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M. CONSTRUCTION

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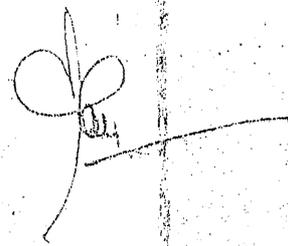
1. The allottee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed(s) shall 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 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.


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N. NORMS OF DEVELOPMENT

23

The Allottee/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

O. 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:

1. Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
2. 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).
3. Clearance of upto date dues of the NOIDA.

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

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.


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P. TRANSFER OF PLOTS

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 31.03.2010 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.
- (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.

Q. MISUSE, ADDITIONS, ALTERATIONS ETC.

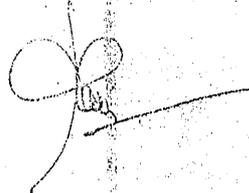
The Lessee/Sub-lessee shall not use flat for any purpose other than for residential purposes.

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


(True Copy)



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. 25

R. 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.

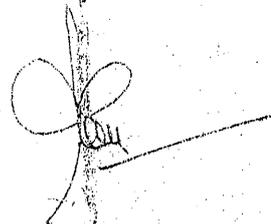
S. OVERRIDING POWER OVER DORMANT PROPERTIES

The Lessor/ the NOIDA reserves the right to all the mines, minerals, coals, washing gold earth oil, 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 purposes of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor/ the NOIDA shall make reasonable compensation to the Lessee/Sub-lessee for all the damages directly occasioned by the exercise of the rights hereby reserved. The decision of the NOIDA on the amount of such compensation shall be final and binding on the lessee/sub-lessee.

T. 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 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.


(True Copy)



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.

U. CANCELLATION OF LEASE DEED AND SUB-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.
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 U(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.

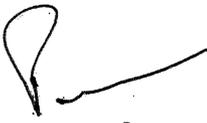
V. OTHER CLAUSES

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.

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- 27
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.
 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 NOIDA, whose decision in this regard shall be final and binding on the lessee/sub-lessee(s).


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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.

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Yours faithfully,

[Signature]
ASSTY. GENERAL MANAGER (GHP)

Copy to:

1. Chief Project Engineer, NOIDA.
2. Chief Architect Planner, NOIDA
3. Concerned Project Engineer-I, NOIDA.
4. Accounts Officer, RAA, NOIDA.

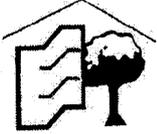
ASSTY. GENERAL MANAGER (GHP)

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ANNEXURE R-22

EXPRESS PROJECTS (P) LTD

29



Regd. Office :

810, Surya Kiran Building
19, Kasturba Gandhi Marg
Connaught Place
New Delhi - 110 001
Ph. : 2375 2430, 2375 2431
Fax : 91 - 11 - 2375 2432

DATE:

To,

The Secretary
State Expert Appraisal Committee (SEAC),
Dr. Bhimrao Ambedkar Paryavaran Parisar, Vineet Khand -1
Gomti Nagar,
Lucknow, Uttar Pradesh.

Subject: Regarding Environmental Clearance of our proposed "Express Zenith" Group Housing project at Plot No. 2A, Sector 77, Noida, Uttar Pradesh.

Dear Sir,

We are herewith submitting Form 1, Form 1a and Conceptual plan in prescribed format of your esteemed committee along with the necessary Annexures.

Kindly issue the environmental Clearance at your earliest.

Thanking you

Your Sincerely

Director

Encl: As Above

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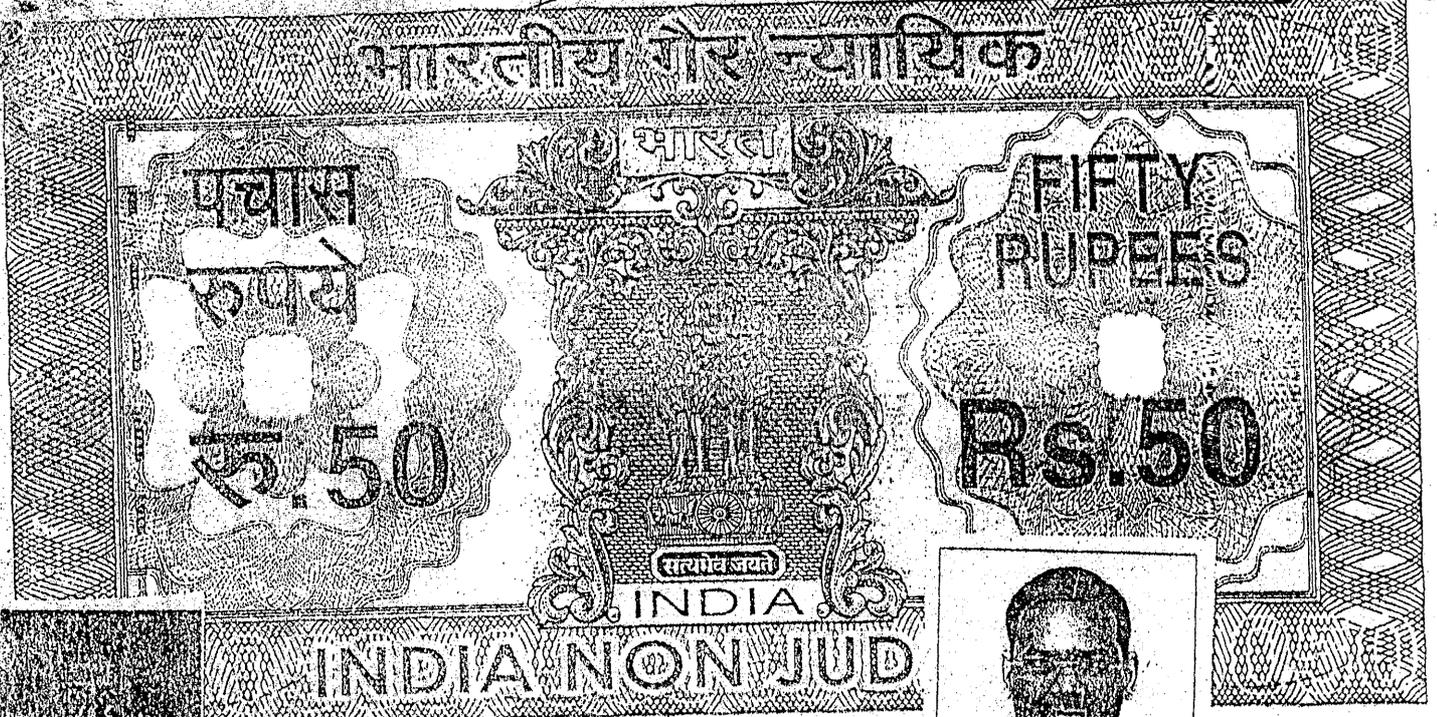
डिस्पेंचर

पर्यावरण निदेशालय, उत्तर प्रदेश

अनवरत कार्य

I-3608

Annexure R-23 30



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. *CR. 100* Dated *21/8/10* Passed under
 section 10-A of the Stamp Act, it is certified that
 an amount of Rs. *247545*
 (In words Rs. *Two Lakh Forty Seven Five Hundred and*
Forty Five)
 has been Paid in Cash as stamp Duty in Respect
 of this Instrument in the State Bank of India
 Treasury/Sub Treasury of *Noida*
 by Challan No. *104129* Dated *28.8.10*
 a Copy of Which is annexed herewith.

31-8-2010

GVPRB

Date.....

31-8-2010

Officer-in-Charge
Treasury

Gautam Budh Nagar

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

[Signature]
 LESSOR

[Signature]
The Copy

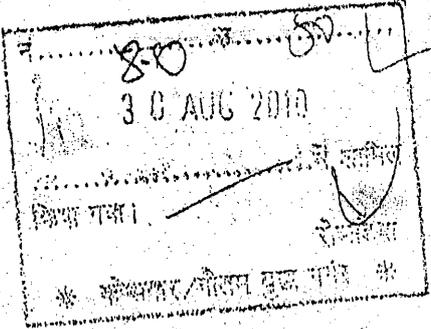


For Express Builders And Promoters (P) Ltd.

[Signature]

LESSEE

Director



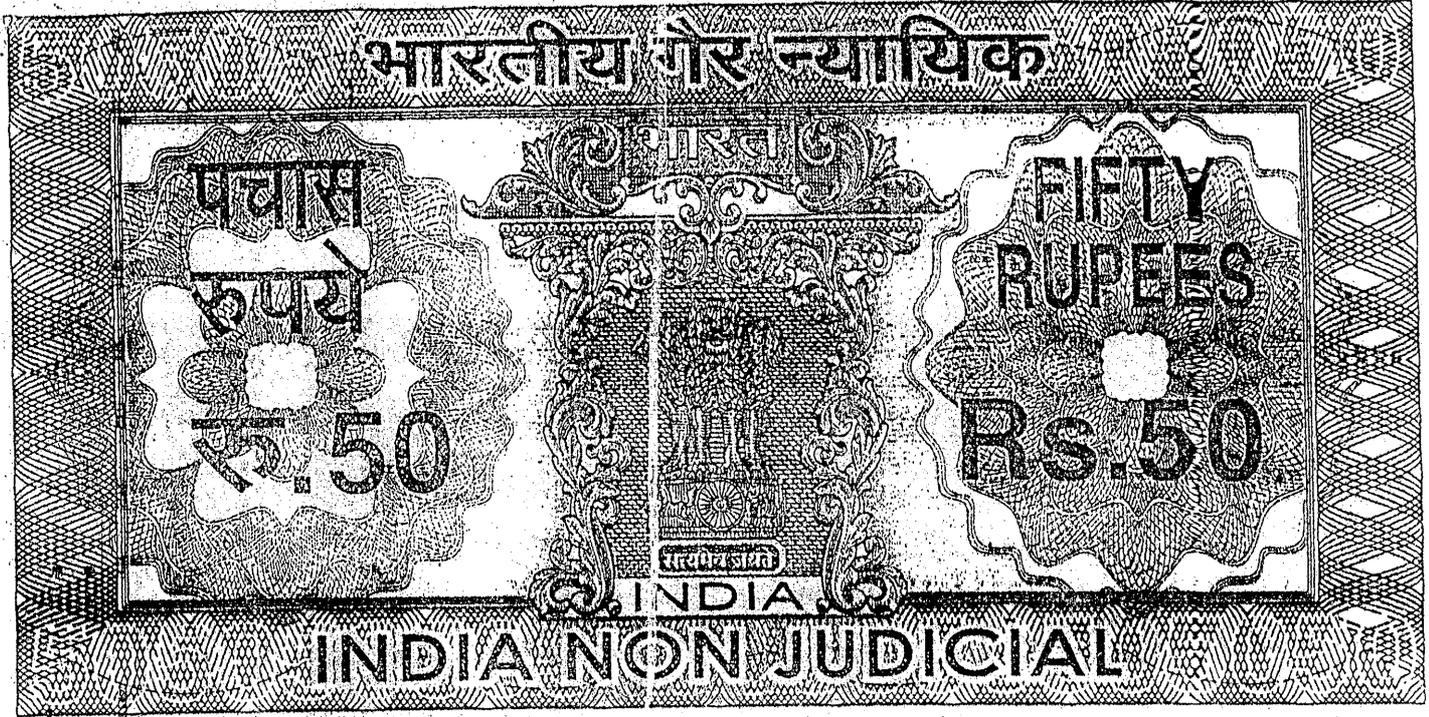
M/s Express Builders & Promoter
Pvt Ltd
New Delhi



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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.)

[Signature]

LESSOR

[Signature]
meera

For Express Builders And Promoters (P) Ltd.

[Signature]

LESSEE

Director



2/ श्रम, राखणा..... स्टाफ विकल्प की तिथि 28-8-10
 स्टाफ कर्म करने का प्रयोजन.....
 स्टाफ क्रेता का नाम व पूरा पता.....
 स्टाफ की धनाति.....

रसम के लिए 2000 रु का चेक
 मिला दिया

1 पुष्प लता स्टाफ विकल्प
 लाइसेंस नम्बर 72/2000
 लाइसेंस की नवीनीकरण की तिथि 31-3-2011 (90 वर्ष)

आधिकारिक रूप से जारी की गयी 10,000.00 80 10,080.00 4,000
 काभालिय इंटर नोएडा प्रतिफल मालियत आसत वार्षिक किताया फीस एजिडो नकल व प्रति शुल्क योग शब्द संगणक

श्री/श्रीमती गोएडा वि० प्र० द्वारा आनन्द कुमार, ओ.एस
 पुत्र/पत्नी श्री
 पेशा मीकरी
 निवासी म्यादी रोड 6 नोएडा
 अस्थायी पता
 वे यह नोएडा एम कार्यालय में दिनांक 1/9/2010 समय 1:20PM
 धन विवरण हेतु पेश किया।



एम०के० जागर
 सच निबन्धक (प्रथम)
 नोएडा
 1/9/2010

निष्पादन हाजिरा याद करने व समझने मकसद व प्राप्त धनराशि व प्रमाणानुसार उक्त

श्री/श्रीमती गोएडा वि० प्र० द्वारा आनन्द कुमार,
 ओ.एस
 पुत्र/पत्नी श्री
 पेशा मीकरी
 निवासी रोड 6 नोएडा



श्री/श्रीमती एम० एक्सप्रेस बिल्डर्स एंड
 प्रमोटर प्रो. लिड द्वारा संस्था गोपाल
 पुत्र/पत्नी श्री पुत्र जय प्रवचान गोयला
 पेशा व्यापार
 निवासी सी-177 ग्रेटर कैलाश - 1, नई दिल्ली-110048



ने निष्पादन स्वीकार किया।

दिनांक पत्रवाच श्री विजय गोयला
 पुत्र श्री जे.भी.गोयला
 पेशा व्यापार

Vaigal

निवासी सी-177 जी.के. 1 नई दिल्ली

पुत्र श्री अजय कुमार

पुत्र श्री पुत्र कृष्ण कुमार

पेशा व्यापार

निवासी सी-94 ईस्ट ऑफ कैलाश नई दिल्ली-05

Aj Kumar

ने की।

पत्रवाचन पर सशिक्षी के निशान उपरि निम्नानुसार लिख गये हैं।

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एम०के० जागर
 सच निबन्धक (प्रथम)
 नोएडा
 1/9/2010

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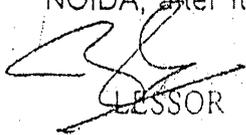
LEASE DEED

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


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For Express Builders And Promoters (P) Ltd.


LESSEE

Director

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पट्टा दाता

Registration No.: 3608

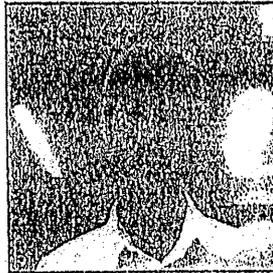
Year: 2010

Book No. : 1

0101 नोएडा वि० प्रा० द्वारा आनन्द कुमार, ओ.एस

से० ६ नोएडा

गौकरी



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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

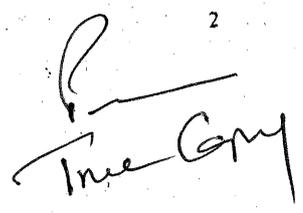
SL. NO.	NAME	RESIDENCE ADDRESS
1	Shri Vinay Goel S/o Late Shri J.B. Goel	B-177, Greater Kailash-I, New Delhi-110048.
2	Shri Pankaj Goel S/o Late Shri J.B. Goel	B-177, Greater Kailash-I, New Delhi-110048.

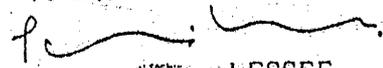
LIST OF MEMBERS/ SHAREHOLDERS

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


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LESSEE Director

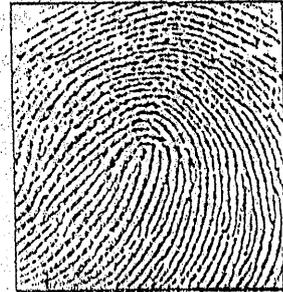

पट्टा गृहीता

Registration No. : 3608

Year : 2010

Book No. : 1

0201 श्री 0 Express Builders And Promoters Pvt.Ltd द्वारा
पुत्र जय शमशान गोयल
बी-177 ग्रेटर कैलाश - 1, नई दिल्ली-48
व्यापार



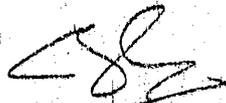
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obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" shall continue 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:-

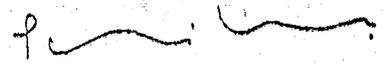
- This in consideration of the total premium of ₹.45,00,79,700.00 (Rupees Forty Five Crore Seventy Nine Thousand Seven Hundred only) out of which 10% of i.e. ₹.4,50,07,970.00 (Rupees Four Crore Fifty Lac Seven Thousand Nine Hundred Seventy only) which have been paid by the Lessee to the Lessor (the receipt 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


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For Express Builders And Promoters (P) Ltd.



LESSEE Director





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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.

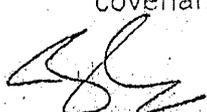
A. EXTENSION OF TIME

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.

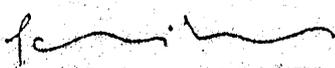
2. For the purposes of arriving at the due date, the date of issuance of the Allotment Letter will be reckoned as the date of allotment.

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


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LESSEE



Director



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Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the lessee that plot of land numbered as Gro up 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:

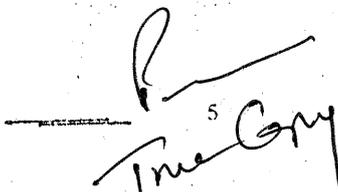
- On the North by : As per Site
- On the South by : As per Site
- On the East by : As per Site
- On the West by : As per Site

And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

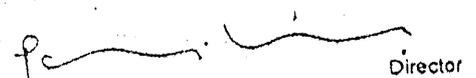
TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the lessee for the term of 90 (ninety) years commencing from 1st SEPTEMBER, 2010 except and always reserving to the Lessor.

- 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


LESSOR


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For Express Builders And Promoters (P) Ltd.


Director
LESSEE



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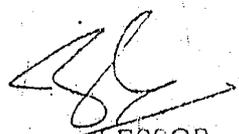
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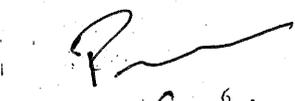
the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

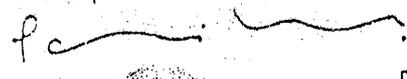
(ii) AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

a) Yielding and paying therefore yearly in advance during the said term unto the lessor 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.

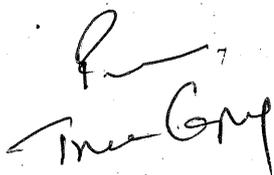

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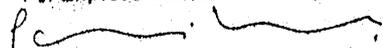
For Express Builders And Promoters (P) Ltd.

LESSEE Director

- 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.


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For Express Builders And Promoters (P) Ltd.


LESSEE

Director



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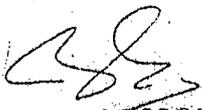


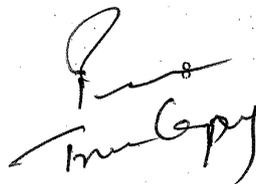
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However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The lessee will also be required to pay transfer charges as per the policy prevailing, at the time of such permission of transfer.

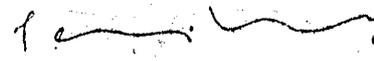
The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub-lease deed which shall be executed in a form and format as prescribed by the lessor. On the fulfillment of the following conditions:-

- 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.
- 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 from 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.


LESSOR


LESSEE

For Express Builders And Promoters (P) Ltd.


LESSEE Director





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- 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

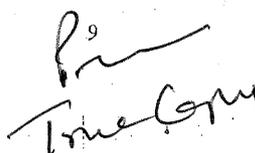
- a. The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

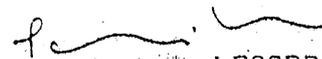
Maximum permissible Ground Coverage	40 %
Maximum permissible FAR	2.75
Set backs	As per Building Bye-laws
Maximum Height	No Limit

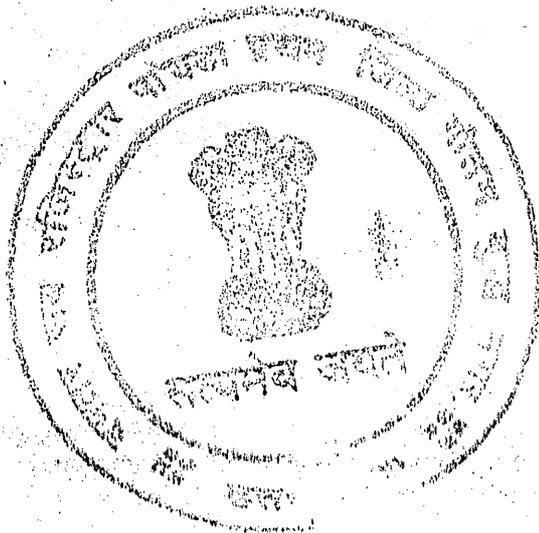
- b. The Set Backs (front and other three sides) shall be allowed as per Building Bye Laws and Regulation Prevailing at present.

- 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.


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LESSEE Director



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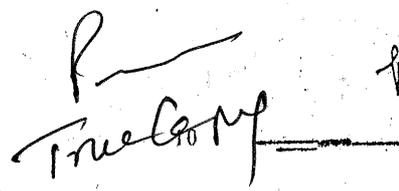
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CONSTRUCTION

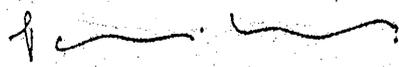
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1. The allottee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of 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.


LESSOR



For Express Builders And Promoters (P) Ltd.



LESSEE

Director





For
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- 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

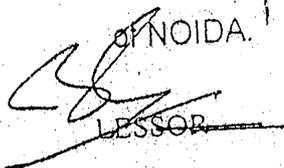
The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. 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.

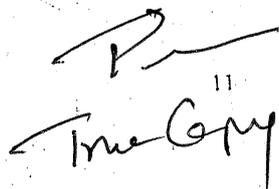
The Lessee/Sub-lessee(s) will submit the following documents:

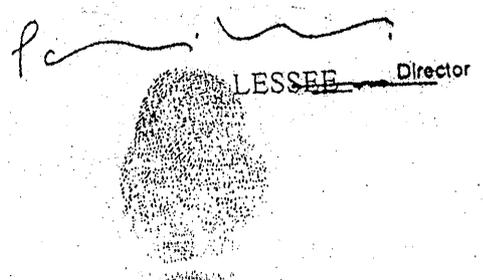
- a. Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
- b. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorised construction and commercial activities on the Residential Area (Group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

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

For Express Builders And Promoters (P) Ltd.


 of NOIDA.
 LESSOR


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 LESSEE Director

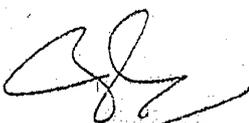
Provided that in the event of sale or foreclosure of the mortgaged/charged property, the NOIDA shall be entitled to claim and recover such percentage, as decided by the NOIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority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

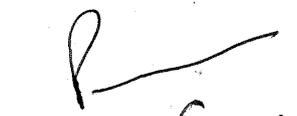
The NOIDA's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

TRANSFER OF PLOT

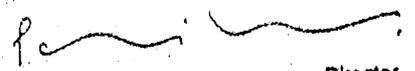
Without obtaining the completion certificate the lessee/ sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the NOIDA and to transfer the same to the interested parties upto 30.09.2010 or till the extended date, if any, with the prior 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.


LESSOR


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For Express Builders And Promoters (P) Ltd.


LESSEE Director



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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

- (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.

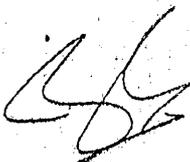
MISUSE, ADDITIONS, ALTERATIONS ETC.

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.

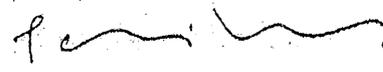
The Lessee/Sub-lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor / the NOIDA and in case of any deviation 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.


LESSOR


LESSEE

For Express Builders And Promoters (P) Ltd.


Director

LESSEE


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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

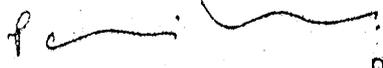
The lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same 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


LESSOR


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For Express Builders And Promoters (P) Ltd.

LESSEE Director





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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.


LESSOR


15

For Express Builders And Promoters (P) Ltd.


LESSEE Director





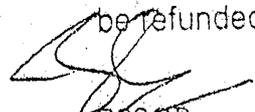
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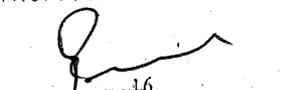
2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.
3. Default on the part of the Lessee/Sub-lessee for breach/violation of the terms and conditions of the registration/allotment/lease/sub-lease and/or non-deposit of the allotment amount.
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



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Murthy

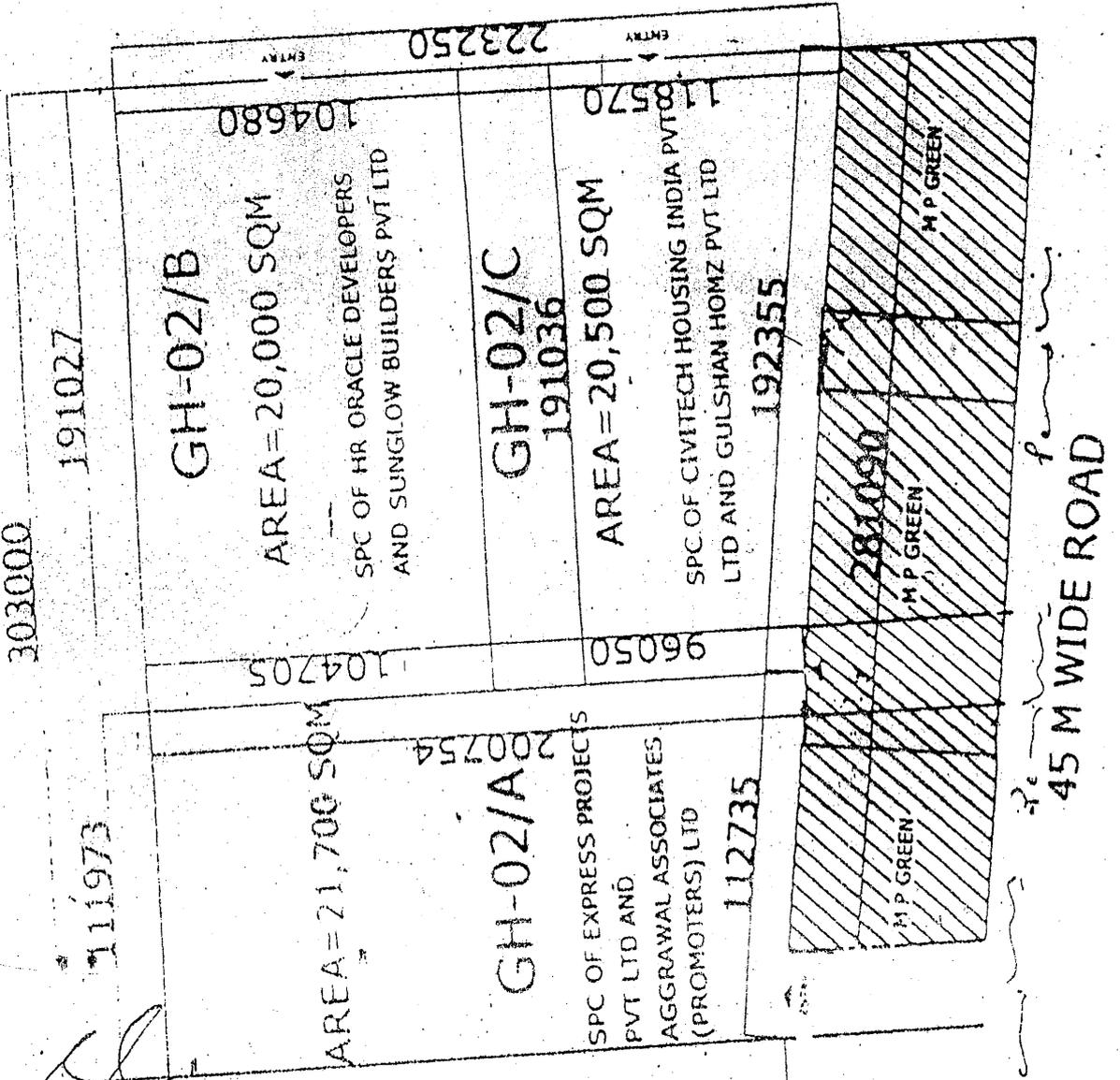
66 PLOT NO. GH-01

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EXPRESS PROJECTS PVT LTD

For Agrawal Associates (Promoters) Ltd

Authorized Signatory

AGRAWAL ASSOCIATES (PROMOTERS) LTD

For CIVITECH HOUSING INDIA PVT LTD

Director

CIVITECH HOUSING INDIA PVT LTD

For Oracle Developers

Authorized Signatory

GULSHAN HOMZ PVT LTD

For HR ORACLE DEVELOPERS

Uma Shankar

HR ORACLE DEVELOPERS

For SUNGLOW BUILDERS (P) LTD

AUTHORIZED SIGNATORY

SUNGLOW BUILDERS PVT LTD

Director

PLOT NO. GH-03

For Express Builders And Promoters (P) Ltd.



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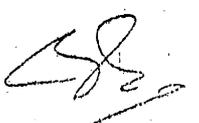
PLOT NO. GH-02 SECTOR 77 NOIDA

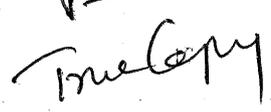
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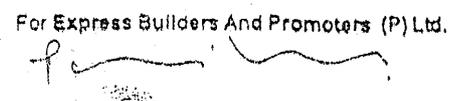


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- 4. If the Lessee/sub-lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period, failing which the NOIDA shall 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


LESSOR

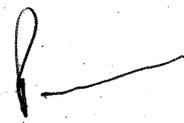



For Express Builders And Promoters (P) Ltd.

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:

Vinay goel

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

[Signature]
Signed and delivered
for and on behalf of LESSOR

For Express Builders And Promoters (P) Ltd.

[Signature]

Director

For and on behalf of the LESSEE

Ajay Kumar

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.

[Signature]

LESSOR

[Signature]
18

For Express Builders And Promoters (P) Ltd.
[Signature]

LESSEE

Director

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आज दिनांक 01/09/2010 को
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पृष्ठ सं. 1 से 42 पर क्रमांक 3608

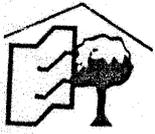
रजिस्ट्रीकृत किया गया।

एम०के० सागर

SUB REGISTRAR
G. D. (G. D. ...)
1.9/2010



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me



EXPRESS BUILDERS AND PROMOTERS (P) LTD.

Regd. Office :

810, Surya Kiran Building
19, Kasturba Gandhi Marg
Connaught Place
New Delhi - 110 001
Ph. : 2375 2430, 2375 2431
Fax : 91 - 11 - 2375 2432

Annexure R-24

72

November 10, 2010

To,
Dr. Yashpal Singh,
Director, Environment and Secretary,
State Expert Appraisal Committee,
Directorate of Environment, Govt. of U.P.,
Dr. Bhim Rao Ambedkar Paryavaran Parisar,
Vineet Khand -I, Gomti Nagar,
Lucknow - 226 010

Sub.: Regarding Environmental Clearance (EC) of the proposed "Express Zenith" Group Housing Project at Plot No. 2A, Sector -77, Noida, Uttar Pradesh

Dear Sir,

This is in reference to the above mentioned project which had submitted for the consideration of SEAC for Environmental Clearance (EC) on 14th June, 2010. The previous SEAC became defunct on 12th July, 2010 and the present Project Proposal could not be put up for the consideration by that date.

The new State SEAC has been reconstituted on 12th October, 2010. Accordingly, we are resubmitting the Project Application for EC, in continuation of our earlier application.

The Application may please be taken up for the consideration of the newly constituted SEAC under "Reapplied" stipulation, for according EC.

Thanking you in right earnest,

With warm regards,

Yours truly,

(Authorized Signatory)

Encl.: As stated above



EXPRESS BUILDERS AND PROMOTERS (P) LTD.

Annexure R-25

73

Regd. Office :

810, Surya Kiran Building
19, Kasturba Gandhi Marg
Connaught Place
New Delhi - 110 001
Ph. : 2375 2430, 2375 2431
Fax. : 91 - 11 - 2375 2432

21st April, 2011

To
The Director, Environment, and
Secretary, State Level Expert Appraisal Committee,
Dr. Bhimrao Ambedkar Paryavarn Parisar,
Vineet Khand - I, Gomti Nagar,
Lucknow - 226 010, Uttar Pradesh

(Kind attn.: Dr. Yashpal Singh)

Sub.: Non-applicability of CEPI Index as identified by CPCB w.r.t. our Proposed Group Housing Project "Express Zenith" at Plot No 2A / Sect 77, Noida, Uttar Pradesh.

Dear Sir,

We wish to draw your kind attention to the Office Memorandum issued by MoEF, GoI on 13th Jan., 10 and subsequently dated 31st Mar., 11 regarding temporary suspension of EC on projects located in critically polluted areas (as identified by CPCB).

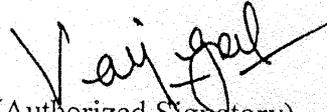
Sir, our above-said project is not listed in the areas specified under CEPI Index (Copy enclosed for your reference).

It is thus humbly requested that our project may please be granted Environmental Clearance.

Thanking you in anticipation.

Yours sincerely,

For Express Builders and Promoters Pvt. Ltd.


(Authorized Signatory)

Encl.: As stated





EXPRESS BUILDERS AND PROMOTERS (P) LTD.

Annexure R-26

74

Regd. Office :

810, Surya Kiran Building
19, Kasturba Gandhi Marg
Connaught Place
New Delhi - 110 001
Ph. : 2375 2430, 2375 2431
Fax. : 91 - 11 - 2375 2432

To,

9th July, 20 11

The Director, Environment and Secretary,
State Expert Appraisal Committee,
Dr. Bhim Rao Ambedkar Paryavaran Parisar,
Vineet Khand -I, Gomti Nagar,
Lucknow -226010

Subject: Presentation for the Proposed Group Housing Project "Express Zenith" at Plot No- 2A, Sector- 77, Noida.

Ref: 74th Meeting of the State Expert appraisal Committee (SEAC) to be held on 14th July, 2011 at Directorate of Environment, Vineet Khand-1, Gomti Nagar, Lucknow, U.P

Dear Sir,

We are herewith circulating the following documents for the above said project as per the requirement of 74th Meeting of State Expert appraisal Committee (SEAC), scheduled to be held on 14th July, 2011 at Directorate of Environment, Vineet Khand-1, Gomti Nagar, Lucknow, U.P.

Enclosed Document:

1. Form I
2. Form-1A
3. Conceptual Plan

Thanking you
Yours Faithfully,

For M/s. Express Builders & Promoters Pvt. Ltd.

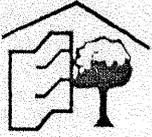
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Encl: As stated
Copy to:

Dr. S.K. Bhargav, Chairman, SEAC
Shri S.P. Sharma, Member, SEAC
Shri Ved Prakash, Member, SEAC
Dr. Banwari Lal, Member, SEAC
Shri Amrendra Narayan Singh, Member, SEAC

Dr. Krishna Gopal, Member, SEAC
Dr. Uday Mohan, Member, SEAC
Dr. Poornima Vajpayee, Member, SEAC
Dr. Rana Pratap Singh, Member, SEAC

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Annexure R-27



EXPRESS BUILDERS AND PROMOTERS (P) LTD

Regd. Office :

810, Surya Kiran Building,
19, Kasturba Gandhi Marg,
Connaught Place, New Delhi - 110001
Tel. 2375 2430
CIN NO. U70109DL2010PTC204656

Date: 25th November, 2021

To,
The Secretary,
State Expert Appraisal Committee, Uttar Pradesh
Directorate of Environment, U.P.
Dr. Bhim Rao Ambedkar Paryavaran Parisar
Vineet Khand I, Gomti Nagar
Lucknow - 226010

Sub.:- Environment Clearance for Proposed Expansion of Group Housing Project "Express Zenith" at Plot No. 2A, Sector 77, Noida, G.B. Nagar, U.P. developed by M/s Express Builders & Promoters Pvt. Ltd.

Sir,

We are proposing for Expansion of Group Housing Project "Express Zenith" at Plot No. 2A, Sector 77, Noida, G.B. Nagar, U.P. Earlier, the environment clearance for the project was granted vide letter no. 2065/Parya/SEAC439/AAS/10 dated 19th September 2011 for built up area 94,477.578 sqm. Now we are filing for expansion of our project so we are hereby submitting the dully filled in Form I, IA and Conceptual plan (3 sets) along with soft copy (CD) and all requisite enclosures for grant of 'Environment Clearance' as per the requirements of the EIA Notification no: S.O.1533 dated 14/09/2006 issued by Ministry of Environment and Forests, Govt. of India.

We request you to consider our application for grant of 'Environment Clearance' for the project at the earliest.

Thanking you.

Yours sincerely,

Authorized Signatory

M/s Express Builders & Promoters Pvt. Ltd.

Encl: As Above

Short Affidavit on behalf of Respondent No. 6 in O.A./245/2021 "Vineet Sinha vs. Union of India & Ors."

1 message

Office Vsalegal <office@vsalegal.in>

Mon, Aug 22, 2022 at 8:30 PM

To: vineetadvocate@gmail.com, secy-moef@nic.in, deouplko@yahoo.com, ccb.cpcb@nic.in, chairman@uppcb.in, ceo@noidaauthorityonline.com, pankaj@expressbuildersltd.com

Cc: "Prannoy J. Sebastian" <prannoy@vsalegal.in>

Respected Sir/Ma'am,

Please see attached herewith the scanned copy of the Short Affidavit on behalf of Respondent No. 6 in compliance of order dated 12.08.2022, M/s Express Builder and Promoters Pvt. Ltd. in the captioned matter.

Kindly treat this email as due service of the same.

VSA Legal**Counsels for the Respondent No. 6**

Address - 32, Ground Floor,

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New Delhi-110049

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**Short Affidavit in Vineet Sinha vs. U.O.I.pdf**

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