



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN-201 308

POSSESSION CERTIFICATE

Letter No. Engg/2004/49
Date 23-4-2004

Plot Code
Allotment No. PROP./Inst./2002/1745
Plot No. 1A/2
Block No. KNOWLEDGE PARK II
Sector

Lessee/Allottee's Name
& Address Edhwa Educational Res
Society (Regd)
219, HUDA Enclave Phase 2 near
New Delhi-

Status/Boundaries of plot	Dimensions	Area (In Sq. m.)	Remark
North-East	=	4256=30	sq.
South-West			
South-East			
North-West			

Site plan of the plot is enclosed herewith.

We have taken over possession of the plot No. 1A/2 Block No. Knowledge Park I Sector 23-4-00 on 23-4-00

We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession handed over by

Possession taken over by

M. S. KARAKOTI

(Tech. Supervisor
Greater Noida
Assistant Manager (Civil))

Signature of the lessee

Copy to :

1. Lessee
2. General Manager (Property)
3. General Manager (Finance)

Assistant Manager (Civil)

Attested

B Singh

उप जिला मजदूर
गौतम बुद्ध नगर

LEASE DEED

This Lease Deed made on the 12 day of March 2004 between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 of the U.P. 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 successor, assigns) on the One Part and M/S. J.S. Educational Research Society, having its office at 219, Main B. House, 1, B.S. 2, Preeti, New Delhi-2, through Mr./Dr./Dy./... aged ... years, S/o Sh. ... (hereinafter called the "Lessee" which expression shall unless context does not so admit include heirs, executors, administrators, representatives and permitted assigns) on 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.

Whereas, the Lessor has agreed to demise and the Lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing a building for running a Education Institute Expansion according to the Building Plan approved by the Lessor.

NOW THIS LEASE DEED WITNESSES AS FOLLOWS:

1. That in consideration of the premium of Rs. 36,17,855/- (Thirty Six Lacs Seventy Eight Thousand Five Hundred Fifty Five only) out of which Rs. 36,17,855/- (Thirty Six Lacs Seventy Eight Thousand Five Hundred Fifty Five only) have been paid by the lessee to the lessor, (the receipt whereof the lessor doth hereby acknowledge) and balance amount to be paid by the lessee in installments indicated below alongwith interest @ 14 % p.a. compoundable after every three months for the defaulted period.

- i. Rs. on or before
- ii. Rs. on or before
- iii. Rs. on or before
- iv. Rs. on or before
- v. Rs. on or before
- vi. Rs. on or before
- vii. Rs. on or before

M/S. J.S. Educational Research Society (Regd.)

(Secretary/President)

Manager (Prop.)
Greater Noida Industrial
Development Authority
H-169, Sector-16, Noida-2
Greater Noida

Distt. Gautam Budh Nagar

Attested

B. S. Singh

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- viii. Rs. on or before
- ix. Rs. on or before
- x. Rs. on or before
- xi. Rs. on or before
- xii. Rs. on or before

And in consideration of Rs. 9,94,911=50 (Rupees Nine Lacs Nine Ty Four Thousand Nine Hundred Eleven Only) paid on account of one time lease rent @ 27.5% of the premium of the plot to the lessor, and the said lease rent have been paid by the lessee (the receipt whereof the lessor doth acknowledge).

The Lessor doth hereby demise and lease to the lessee, ~~all~~ that plots of land on as is where is basis mentioned as Plot No. 1-A/2, K.P.I. situated in Greater Noida Industrial Development Area Greater Noida City contained by admeasurement 4256.30 Sqm be the same, a little more, or less, and bounded Admeasurement 4256.30 Sqm

Plot No- 1-A/2, K.P.I.

ON THE NORTH BY -
ON THE SOUTH BY -
ON THE NORTH EAST BY - As Per Lease Plan
ON THE SOUTH WEST BY -
ON THE SOUTH EAST BY -
ON THE NORTH WEST BY -

and which 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 unto the Lessee to the term of Ninety Years commencing from 12/3/2004 except and always reserving to the Lessor:

- a) Yielding and paying therefor yearly lease rent in advance during the said term into the lessor on the Day of in each year @ 2.5% of the total premium during the first ten years. The lessee shall pay unto the lessor at its office or as otherwise directed lease rent in advance on yearly basis. The lease rent would be Rs. annually for the first ten years chargeable from the date of execution of lease deed. The lessee shall pay lease rent annually in advance without waiting for any demand notice or reminder thereof. The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the allottee. In case of

in Urban Educational Research Society (Regd.)

Secretary/President

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Attested

B Singh

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गौतम बुद्ध नगर

Manager
Greater Noida Industrial
Development Area
H-10
Gautam Buddha Nagar
(Prop.)
Industrial
City
Phase-2

and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of degree of insolvency/court.

- c) That the Lessor shall have the first charge upon the demised premises for the amount of unpaid balance, charges, interest and other dues of the Authority.

CONSTRUCTION:

- f) The total permissible FAR shall be calculated on the plot area and ground coverage shall be applicable as per the byelaws of the Authority.
- g) The lessee shall construct the building at its own cost after getting the layout and building plans approved by the Lessor as per the Regulations of the Lessor. The lessee shall obtain completion certificate from the Lessor within two years from the date of allotment as per the construction schedule annexed herewith.
- h) In the event of failure to do so, in exceptional circumstances extension of not more than 3 months at a time may be allowed by the lessor on payment of extension charges @ 2% of the premium for extension granted for 3 months or part thereof. The extension charges as mentioned above may be revised by the lessor/CEO at any time. Application for extension shall ordinarily be considered by the CEO, in cases where construction has commenced on site at the time of applying for such extension.
- i) In case the applicant fails to start/complete construction or commence the activity for which the land has been allotted, within the time period, or extended time period, decided for the purpose, the allotment/lease can be cancelled/determined. On such cancellation/determination 20% of the premium will be forfeited and the lessor shall resume possession of the plot, along with any structure thereon with the lessee having no rights to claim compensation thereof. The balance amount shall be refunded without any interest.
- j) That the Lessee will do the internal development work of the plot according to the specification, regulation and sub-regulations of the lessor at his own cost and erect on the demised premises in accordance with the Plan, elevation and design and in a position to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing, a building for running a... ~~Education Institution~~ *Education* only with all necessary sewers, drains and other appurtenances according to the directions issued or Regulations made in respect of buildings, drains, latrines and connection with sewers.
- k) That the Lessee will not erect or permit to erect any building on the demised premises without the previous permission in writing of the Lessor. The plan should be approved by the appropriate authority or any officer authorised by the Lessor on that behalf and in case of any deviation from such terms of plan, will immediately upon receipt of notice from the Lessor require him to correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation in the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation

for Jagan Educational Research Society (Regd.)

Secretary/President

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Attested

B Singh

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to be corrected at the expenses of the Lessee which expenses the lessee hereby agrees to reimburse by paying to the Lessor such amount as the Lessor (whose decision shall be final) shall fix in that behalf.

- l) That the lessee will construct the building according to the architectural and elevation control as prescribed by the lessor and as per the building byc laws of the authority as permissible at the time subject to the changes as prescribed (if any) in the future.
- m) That the lessee shall endeavor to erect and complete the building on the leased land within the stipulated period and become functional immediately thereafter, unless extension is allowed by the lessor in exceptional circumstances and on such terms and conditions as it may impose.

TRANSFER:

- n) The allottee/lessee shall not be entitled to transfer the plot before or after the erection of the building without the prior permission of the lessor. In case of transfer, transfer charges as fixed by the Lessor shall be payable by the lessee to the lessor at the time of transfer. The said transfer shall only be executed after the prior permission in writing has been given by the Lessor. In case the transfer is taken without the prior permission in writing the action will be taken as breach of contract and the decision of the Chief Executive Officer\Lessor shall be binding on the two parties.
- o) In case of transfer, transfer charges as fixed by the Lessor shall be payable by the lessee to the Lessor

MAINTENANCE:

- p) That the lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent Authority in this regard and will keep the demised premises and buildings-
 - i. At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
 - ii. And the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
- q) That the lessee shall abide by all Regulations, Bye laws and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and the rules made therein.
- r) If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses in carrying out such work shall be borne by the lessee.

U.P. Industrial Area Development Act 1976

(Secretary/President)

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B Singh

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- s) That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals are indecent or immoral. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the lessor.
- t) In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and/or expedient.
- u) The lessee will carry out all directions of authority in respect of the maintenance of building, plot and surrounding areas as well as with regards to the provisions of the urban services.
- v) That the lessee will keep the demised premises and the buildings at all times in a state of good and substantial repairs and in a hygienic sanitary condition to the satisfaction of the lessor.

FOR HOSPITAL ONLY:

- w) The lessee of a Hospital shall arrange to provide a daily O.P.D. for at least two hours in the morning and two hours in the evening. The facility would be provided free of cost by the lessee hospital.
- x) The lessee shall reserve at least 10% of the beds for the economically weaker section and the patient occupying these beds would not pay any charges for bed, consultation and O.T., in addition 15% beds would be reserved for economically weaker section of Greater Noida Area and they would be asked to pay only 50% of the normal charges of bed, consultancy and O.T.
- y) The lessee would provide emergency facility of all nature, round the clock.
- z) The lessee would have the facility of adequate disposal of dressing and other waste material and the same would be done to the satisfaction of statutory bodies of Central/State Govt.
- aa) The Lessee shall obtain necessary recognition from the competent Authority for its academic courses before the commencement of classes.

FOR NURSERY/SENIOR SECONDARY/HIGHER SECONDARY SCHOOL:

- bb) The Lessee shall ensure that ten students in the inception class shall be admitted on the basis of eligibility and nomination by the Chief Executive Officer of the Lessor. However this shall be subject to overall.
- cc) Lessee shall ensure that two students in each section in each class but not less than five students if the number of sections is less than three, in the Senior Secondary

for Urban Educational Resource Society (Regd)

6

Attended

B Singh

Manager (Prop.)
Greater Noida Industrial
Zone
H-169, Greater Noida-2
Distt. Gautam Budh Nagar

उप निदेशकारी सदर
गौतमबुद्धनगर

School/Nursery School shall be admitted on the basis of eligibility and nomination by the Chief Executive Officer of the Lessor.

- dd) The fee/charges structure of the school would be such so as to meet the aspirations of various sections of the society especially the poor/economically weaker.
- ee) The lessee in consultation with the Lessor shall make its admission policy for locals so that a certain percentage of the students from the Lessor's area find representations in various classes on the basis of eligibility.

CANCELLATION:

ff) That in case the lessee does not construct building within the time provided for above, this deed of lease will be void and his interest in the property will determine. However, in exceptional circumstances, extension can be allowed by the lessor or any officer authorised by him subject to the fulfillment of such conditions, charges as he may impose for the same.

gg) If the lessee does not abide by the terms and conditions and building Regulations or any other rules and regulations framed by the Authority, the lease may be determined by the lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

hh) If the lessee fails to achieve the objects for which land has been allotted, the same shall revert back to lessor on such terms & conditions as Chief Executive Officer of the Lessor may decide and the decision of the lessor is conclusive and binding on the lessee.

In addition to the other specific clause relating to cancellation the Authority/Lessor shall be free to exercise its rights of cancellation of lease/allotment in the case of:

1. Allotment being obtained through misrepresentations/suppression of material facts.
2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
3. Default on the part of the applicant/allottee lessee for breach violation of terms and conditions of registration allotment/lease and/or non-deposit of allotment money.

(i) If lessee makes default in payment of premium and interest for two consecutive installments the lessor shall have right to determine the lease and resume the possession.

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed

Indian Educational Research Society (Rust)

(Secretary/President)

Manager
Greater Noida Industrial
Development Authority
Plot No. 100, Phase-2
Greater Noida
Distt. Gautam Budh Nagar

Attested

B. Singh
उप जिला कारा सदर
गौतम बुद्ध नगर

School/Nursery School shall be admitted on the basis of eligibility and nomination by the Chief Executive Officer of the Lessor.

- dd) The fee/charges structure of the school would be such so as to meet the aspirations of various sections of the society especially the poor/economically weaker.
- ee) The lessee in consultation with the Lessor shall make its admission policy for locals so that a certain percentage of the students from the Lessor's area find representations in various classes on the basis of eligibility.

CANCELLATION:

- ff) That in case the lessee does not construct building within the time provided for above, this deed of lease will be void and his interest in the property will determine. However, in exceptional circumstances, extension can be allowed by the lessor or any officer authorised by him subject to the fulfillment of such conditions, charges as he may impose for the same.
- gg) If the lessee does not abide by the terms and conditions and building Regulations or any other rules and regulations framed by the Authority, the lease may be determined by the lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- hh) If the lessee fails to achieve the objects for which land has been allotted, the same shall revert back to lessor on such terms & conditions as Chief Executive Officer of the Lessor may decide and the decision of the lessor is conclusive and binding on the lessee.

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2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
3. Default on the part of the applicant/allottee lessee for breach violation of terms and conditions of registration allotment/lease and/or non-deposit of allotment money.
 - (i) If lessee makes default in payment of premium and interest for two consecutive installments the lessor shall have right to determine the lease and resume the possession.

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be returned

Joint Educational and Research Society (Rajkot)

(Managerial Provision)

7

Attested

B Singh
उप जिलाधिकारी सचिव
गौतम बुद्ध नगर

Manager (Prop.)
Greater Noida Industrial
District Greater Noida
121001
Greater Noida
Distt. Gautam Buddha Nagar

by the Authority/lessor with structure thereon, if any, and the allottee/lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (2) & (3) above, the entire registration money shall be forfeited and balance shall be refunded without any interest.

OTHER CLAUSES:

- ii) That the lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.
- jj) In case of default of any payment due to the Authority, either as lease rent or installment or otherwise, the Authority besides taking the steps for the recovery of the same as mentioned in the terms and conditions, may also request the concerned departments supplying water and electricity to the lessee, to disconnect such supply. The lessee shall not raise any objection to such request unless and until payment in this regard is made to the Authority. However in case of disconnection of electricity and water on the request of the Authority the same shall be restored immediately by the concerned department on production of proof of payment to the Authority of the amount due/No Objection certificate from the Authority.
- kk) That the lessee shall use the demised premises only to run a Education Institute ~~Exp. Education~~ only and no other purpose without the consent of the Lessor and subject to such terms and conditions as Lessor may impose and will not do or offer to be done on demised premises or any part thereof, any act or thing which may be or grow to be a nuisance, damage, annoyance, or inconvenience to the Lessor or the owners, occupiers of other premises in the neighbourhood.
- ll) That the lessee will not assign, relinquish, mortgage, sublet, transfer part with possession of any portion less than the whole of the demised premises and building thereon nor cause any sub-division thereof by metes and bounds or otherwise.
- mm) Provided always that if the lessee or transferee or permitted assignees, as the case may be, will assign, relinquish, mortgage sub-let or transfer the demised premises and building thereon on the said terms will deliver at its own expense to the Lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed duly registered under the Indian Registration Act or any other amending statute.
- nn) That the lessee will permit the members, officers and subordinates of the Lessor and workman and other employed by the lessor from time to time and at all reasonable time of the day, during the said term after three days previous notice to enter into and upon the demised premises and building to be erected thereupon in order to inspect the

for John Educational Research Society (Regd)

(Secretary/President)

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B. Singh

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गौतमबुद्धनगर

Manager (Prop.)

Greater Noida Industrial

Devel. Zone

11-109, Sector 14, Noida

Uttar Pradesh

Distt. Gautam Buddha Nagar

same and carry on necessary works mentioned before and the Lessee will give notice of the provision of this sub-clause to his/her/their tenants.

- oo) That the lessee will not erect or permit to be erected on any part of the demised premises any stable sheds or other structures of description whatsoever for keeping horses, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- pp) That the lessee shall not exercise option of determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood, or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- qq) Notwithstanding anything hereinbefore contained if there shall have been of the opinion in the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under its of any of the covenants or conditions hereinbefore contained and on its parts to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a Edu. Lab. mod. Exp. Ints. Expansion on it as hereinbefore provided within the period mentioned in Clause II it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof determine this demise and thereupon if :-

- i. At the time of re-entry if the demised premises has not been occupied by any building constructed by the lessee thereon, the lessor may re-allot the demised premises and refund the payments already made without interest after deducting arrears of lease rent, if pending and 20% of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise or surrender by the lessee as the case may be to a minimum deduction of (Rs. Ten Lacs) (Rs. 10,00,000/-)
- ii. At the time of re-entry if the demised premises are occupied by any building constructed by the lessee thereon the lessee shall within a period of three months from the date of re-entry remove, from the demised premises all erection or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and buildings, fixtures and things thereon, but upon the lessee removing the erections building fixtures and things before or within the period herein specified the demised premises shall be re-allotted and the lessee may be paid such amount as may be determined by the lessor, provided that the lessor may at its option agree to purchase the said erection, buildings and fixtures upon

1. When Educational Research Society (Regd)

(Secretary/President)

9

Attested

B Singh
34/1/13
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Manager

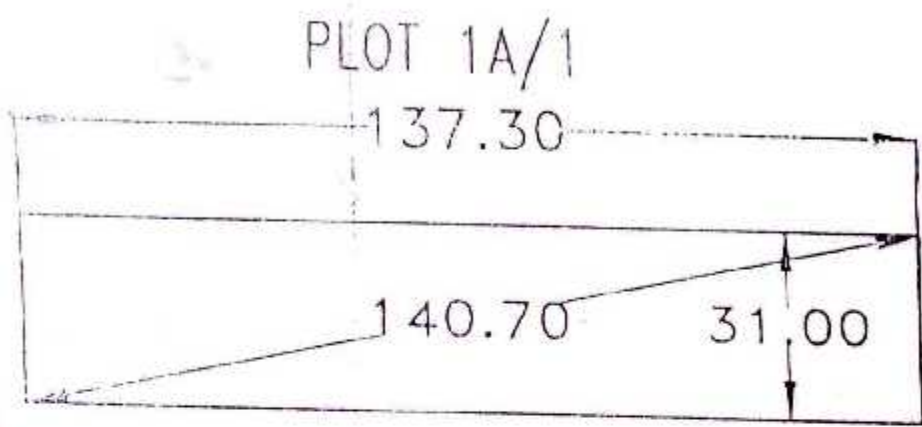
Date

(118)

Exchange Plot Phase 1

PLOT NO 1A/2

24M WIDE ROAD



Area = 4256.30 SQM

POSSESSION HAND OVER COMTEE	SIGN POSSESSION HANDED OVER AM (GNIDA)	
LEASE PLAN FOR PLOT NO 1A/2	ASST MGR(ENGG)	
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY		DRAFTMAN

for Indian Educational Research Society trust
(Secretary/President)

Attested
B Singh
उप जिलाधिकारी 24/1/10
गौतम बुद्ध नगर