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INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

र्मित जयते Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference Purchased by Description of Document: **Property Description** Consideration Price (Rs.)

First Party Second Party Stamp Duty Paid By Stamp Duty Amount(Rs.)

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- 0 Nov-2015 04:15 PM SHCIL (FI)/ upshcil01/ NO(DA/ UP-GBN
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- GULSHAN HOMES AND INFRASTRUCTURE PVT LT
 - Article 23 Conveyance
 - PLOT NO.GH-03C, SECTOR-144, NOIDAUP
 - 106,93,66,300
 - (One Hundred Six Crore Ninety Three Lakin Sixty Six Thousand, Three Hundred only)
- NOIDA AND UNITECH LIMITED
- GULSHAN HOMES AND INFRASTRUCTURE PVT LTU.
- GULSHAN HOMES AND INFRASTRUCTURE PVT LTD 8,70,54,000
- (Eight Crore Seventy Lakh Fifty Four Thousand only)

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For Oglshan Homes And Infrastructure Pvt: Ltd.

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tatutory Alert:

The authenticity of this Stamp Certificate should be verified at "www.shoilestemp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid. 2. The onus of checking the tegitimecy is on the users of the certificate. For Gulshan Henrics and Institucture Pvt. Ltd. 3. In case of any discrepancy please inform the Competent Authority.

Authorised Signatory



MARKET VALUE

SALE CONSIDERATION-

VALUE AS PER CIRCLE RATE

STAMP DUTY PAYABLE

STAMP DUTY PAID

AREA OF PLOT

PLOT NO .:

Rs. 106,93,66,300/-

Rs.50,81,37,072/-

Rs. 174,10,78,800/-

Rs. 8,70,53,940/-

RS. 8,70,54,000/- (Rounded off)

21494.80 Sq.Mtrs.

GH=03C, Secor-144, Noida (U.P.)



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引けい THIS SUB LEASE DEED is made on the - day of <u>____</u>フレく

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act.1976, (U.P.Act No.6 of 1976) (hereinafter referred to as the AUTHORITY/Lessor) which expression shall unless the context does not so admit include its successors and permitted assigns of the FIRST PART

BETWEEN

AND

Unitech Limited, a company duly incorporated under the Indian Companies Act,1956; and having PAN: AAACU1482H and its Registered office at 6, Community Centre, Saket, New Delhi 110017 through its authorized signatory/director Mr. Jay Prakash Singh S/o Mr. Baccha Singh R/o-O Flat No. 801, Tower 1, Unitech Horizon, Sector Pi-2, Gr. Nolda, duly authorized by its Board of Directors vide Resolution dated 25.06.2014(hereafter referred to as the Developers/Lessee) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the SECOND PART. $DPI_{12}OOS/612108$, 140%/1e -99(15703578)

AND

Gulshan Homes and Infrastructure Private Limited, a company incorporated under the Companies Act 1956 and having PAN: AADCT7050K and its registered office, at 121, Hargobind Enclave, Delhi 110092, through its authorized signatory Mr. Manoj Mittal S/o Sh. P C Mittal, R/o D-5, East Arjun Nagar, Delhi 110032 duly authorized by its Board of Directors vide Resolution dated 25th June, 2015(hereinafter referred to as SUB-LESSEE) which expression shall DL=131991060C498, Molor (e 187324108)

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For Gulshan Homes And Infrastructure Pvt. Ltd.

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unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the THIRD PART

AND WHEREAS

A) The Lessor invited bids under its Scheme Code GH-2010-V) for allotment of Land/Plot on lease at GH-03, Sector-144 at Noida, Distt. GautamBudh Nagar (Uttar Pradesh) Admeasuring 1,00,400 sq. mtrs. for development and marketing of Group Housing Pockets/Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure of the said scheme.

B) The Lessee herein was the successful bidder for GH-03, Sector-144, Noida, district GautamBudh Nagar, Uttar Pradesh admeasuring 1,00,400 sq. mtrs.; and was subsequently allotted the abovesaid land vide allotment letter no.NOIDA/GHP/GH-2010-(V)/2011/2723 dated 14.03.2011.

C) The allotment letter/ bid document/brochure provides that the Developers shall get the Lease Deed of the said plot executed in its own name for a period of 90 (Ninety) years from the date of execution of Lease Deed.

D) The Lessor vide Lease Deed dated 16.07.2015 duly registered on 20.07.2015 with the Sub-Registrar-II, Noida, Uttar Pradesh, which was registered in Book No.1, Jild No.6808 from page 17 to 56 Document No. 4641 for 96,741.50 sq. mtrs. Demised the said plot for a period of 90 years from the date of its execution of this Lease Deed, in favour of the Lessee (hereinafter referred to as the Lease Deed) as the Lessee on certain terms and conditions, inter-alia, to develop and/ or construct and thereafter transfer the developed plots/ flats/units in the following manners-

The Lease Deed and bid document further provides that the Lessee will have to construct on its own, minimum of 30 percent of the total permissible FAR in development and marketing of Group Housing Pockets/Flats/Plots.

The Lessee have the option to Sub-Lease a maximum of 70 percent of the total land earmarked for development and marketing of Group Housing Pockets/Flats/Plots.

After the approval of the lay-out plan from the authority, the Lessee is transferring lease hold rights to Sub-Lessee through this sub lease deed, as internal development work such as internal-roads, sewerage, drainage, culverts, and water-supply, Electricity distribution/ transmission lines, street lighting, etc. in that area is in progress.

The Lessee is executing Sub-Lease deed in favor of Sub-Lessee.

On execution of this Sub-Lease deed, the Sub-Lessee will be bound to comply with the provisions of payment of proportionate share of lease premium, lease rent and all other charges payable (after execution of this Sub-Lease deed), to the Authority in the proportionate share of the land areaso Sub-Leased.

The Sub-Lessee shall have to follow and fully implement the group housing project on this allotted/Sub-Leased plot no.GH-03C, Sector-1447 Noida admeasuring 21,494.80

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For UNITEC

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For Gulshan Homes And Infrastructure Pvt. Ltd.

Authorised Signatory

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उप पट्टा विलेख (90 वर्ष) 508,137,072.00 1,069,366,300.00 20,000.00 120 20,120.00 44 नकल व प्रति शुल्क ओसत वार्षिक किराया फीस रजिस्ट्री योग पृष्ठों की संख्या मालियत प्रतिफल श्री मैं0 गुलशन होम्स एन्ड इन्फ्रा0प्रा0लि0 द्वारा मनोज मित्तल पुत्र श्री पी सी मित्तल व्यवसाय अन्यं निवासी स्थायी डी-5 ईस्ट अर्जुन नगर दिल्ली-32,मो0नं-9873241085 अस्थायी पता ने यह लेखपत्र इस कार्यालय में 🖉 दिनांक 22/12/2015 समय 4:31PM रजिस्ट्रीकरण अधिकारी के हस्ताक्षर वजे निवन्धन हेतु पेश किया। (एस0केंंग्रेसिह) उप-निबन्धक द्वितीय नोएडा निष्पादन लेखपत्र वाद सनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त 22/12/2015 पट्टा दाता पट्टा गृहीता श्री मै0 गुलशन होम्स एन्ड इन्फ्रा0प्रा0लि0 द्वारा मनोज श्री उमाशंकर 🔇 मित्तल प्रतिनिधिश्री नोएँडा विकास प्रा0 द्वारा दीप चन्द पुत्र श्री पी सी मित्तल पुत्र श्री . पुत्र/पत्नी श्री पेशा नौकरी पेशा अन्य 🍻 निवासी डी-5 ईस्ट अर्जुन नगर दिल्ली-32,मो0नं-9873241085 श्री भे0 यूनिटेक लि0 द्वारा जय प्रकोश सिंह मो0नं0-9911570358 पुत्र श्री बच्चा सिंह पेशा अन्य निवासी फ्लैट नं0 801 टावर -1 यूनिटेक होरिजोन सैक्टर पाई-2 ग्रेटर नोएडा

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For Gulshan Homes And Infrastructure Pvt. Ltd.

sq.mtrs.;and all the terms and conditions of allotment and lease deed executed by the lessor in favour of Lessee. Any default on the part of such Sub-Lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the Sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the Sub-Lease and forfeiture of the premium etc. as per the terms and conditions of the Brochure/bid document/lease deed.

 The layout plan of Developers/Lessee has been approved vide lessor's letter No./Noida/Group Housing/GH-03-144/2015/2777 dated-28.10.2015. The Lessee has started internal development work such as internal roads, sewerage, drainage culverts, water-supplyand electricitydistribution transmission lines. Street lighting etc.

A.MODE OF PAYMENT AND PAYMENT PLAN

- All payment should be made through demand drafts/ pay orders drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida. The Sub Lessee shouldclearly indicate its name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.
- 2. The Sub-Lessee has paid in full Rs.5,08,13,707/- being 10% of total premium and one year lease rent Rs. 50,81,371/- (till 14th July, 2016) which have been paid in full by the Sub-Lessee to the Lessor/Lessee (the receipt where of the lessor both hereby acknowledge). The Sub-Lessee shall have to pay balance 90% premium Rs. 45,73,23,365/-. (being proportionate share of premium as per the land being Sub-Leased to the Sub-Lessee) in accordance with the payment schedule mentioned in the Lease Deed executed on 16.07.2015 and as mentioned in para A(7) of this Sub-Lease Deed.
- 3. 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.
- 4. All payments should be remitted by due date. In case the due date is a bank holiday then the Sub-Lessee should ensure remittance on the previous working day.
- 5. The payment made by the Sub-Lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium and the lease rent payable.
- 6. The total consideration of the Sub-Leased plot is Rs. 50,81,37,072/- (Rupees Fifty Crore Eighty One Lac Thirty Seven Thousand and Seventy Two Only).
- 7. The Sub-Lessee shall have to pay balance 90% premium i.e. Rs. 45,73,23,365/-(Rupees Forty Five Crore Seventy Three lac Twenty Three Thousand and Three Hundred and Sixty Five Only/of the plotSub-Leased directly to the Lessor/NOIDA in the following manner:-

For UNITEON LIMITED

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For Gulshan Homes And Infrastructure Pvt. Ltd

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ने निष्पादन स्वीकार किया । जिनकी पहचान बीर सिंह सुरेश चन्द्र पेशा अन्य यूनिटेक हाईट चाई -3 ग्रेटर नोएडा निवासी किशोर कुमार प्रयाग महता व पेशा अन्य निवासी 227सी पाकेट ए मयूर विहार फेस-2 दिल्ली-91 ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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SL	DUE DATE	INSTALMENT	INTEREST	TOTAL
NO		(in Rs.)	(in Rs.)	(in Rs.)
1	13/09/2011	0	′ O	0
2	13/03/2012	0	0	0
3	13/09/2012	0	0	0
4	13/03/2013	0	0	0
5	13/09/2013	28582711	0	28582711
6	13/03/2014	28582711	0	28582711
7	13/09/2014	28582711	22008688	50591399
8	13/03/2015	28582711	20436639	49019350
9	13/09/2015	28582711	18864590	47447301
10	13/03/2016	28582711	17292541	45875252
11	13/09/2016	28582711	15720492	44303203
. 12	13/03/2017	28582711	14148442	42731155
13	13/09/2017	28582711	12576393	41159104
14	13/03/2018	28582711	11004344	39587053
15	13/09/2018	28582711	9432295	38015006
16	13/03/2019	28582711	7860246	36442957
17	13/09/2019	28582711	6288197	34870908
18	13/03/2020	28582711	4716148	33298859
19	13/09/2020	28582711	3144099	31726810
20	13/03/2021	28582711	1572050	30154761
	TOTAL	457323376	165065164	622388540

The premium & Lease rent of the lessee shall be automatically reduced from the payable installment (s) and lease rent from the amount to be paid by the Sub-Lessee as proportionate premium and lease rent.

B. EXTENSION OF TIME

1. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority.

2. However, in such cases of time extension, interest @ 17% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.

Extension of time, normally, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.

4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

LESSEE

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Signator SUB-PF

पट्टा दाता Registration No .: 8159 Year: 2,015 Book No. : 1 उमार्शकर प्रतिनिधि नोएडा विकास प्रा0 द्वारा दीप चन्द 0101 सैक्टर -6, नोएडा नौकरी भै0 यूनिटेक लि0 दारा जय प्रकाश सिंह मो0न0-991157035 0102 बच्चा सिंह फलैट नं0 801 टावर -1 युनिटेक होरिजोन सैक्टर पाई-2 ग्रेटर नो अन्य

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5. The Lease hold rights of the plot Sub-Leased to the Sub-Lessee by the lessee, for the balance period of 90 years will be calculated from the date of execution of lease deed i.e. 16.07.2015.

C. LEASE RENT

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

- (i) Sub-Lessee havealready paid Rs.50,81,371/- (Rupees Fifty Lac Eighty One Thousand Three Hundred Seventy One Only) as Lease Rent for the first year.
- (ii) The lease rent will be 1% of the plot premium for the first 10 years of lease period.
- (iii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.

(iv) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.

Delay in payment of the advance lease rent will be subject to interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.

(vi) The Sub Lessee has an option to pay lease rent equivalent to 11 years, being 1% of the total premium of the plot per year as a "One Time Lease Rent" unless the Authority 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 considered in One Time Lease Rent option.

However, in case the lease rent is revised by Lessor, the lease rent prevalent on the date of execution of lease deed shall be payable.

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D. POSSESSION

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Possession of Sub-Lased plot will be handed over to the Sub-Lessee by the Lessee. After execution of Sub-Lease deed, the Sub-Lessee shall be treated as allottee of the lessor for the purpose of balance proportionate payments, implementation, of the project and compliance of terms and conditions of scheme brochure/lease deed.

For USE

E. EXECUTION OF SUB- LEASE DEED

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For Gulshan Homes And Infrastructure Pvt. Ltd

Authorised Signatory

Authorised Signatory SUB-LESSEE

पट्टा गृहीता - . . f Registration No. : 8159 Year: 2,015 Book No. : 1 0201 मै0 गुलशन होम्स एन्ड इन्फ्रा0प्रा0लि0 द्वारा मनोज मित्तल पी सी मित्तल डी-5 ईस्ट अर्जुन नगर दिल्ली-32,मो0नं-9873241085 अन्य Mon

For Gulshan Homes And Infrastructure Pvt. Ltd.

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The permission to transfer the plot/flat 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:

- 1. The Sub-Lease Deed of Plot has been executed and the Sub-Lessee has made the payment, according to the payment schedule specified in the Sub-Lease deed of the plot, and one time lease rent.
- 2. Every sale done by the Sub-Lessee shall have to be registered before the physical possession of the Property is handed over.
- 3. The Sub-Lessee has obtained building occupancy certificate from Building Cell, (NOIDA)
- 4. The Sub-Lease shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- 5. The Sub-Lessee shall have to execute tripartite Sub-Lease in favour of the final purchasers for the developed flats/plots in the form and format as prescribed by the Lessor.
- 6. The Sub-Lessee undertakes to put to use the premises for the residential use only.

7. First Sale/Transfer of Flat/Plot to an allottee shall be thorough Sub-Lease deed to be executed on request of Sub-Lessee to the Lessor in writing

8. No Transfer charges will be payable in case of first sale, including the build-up premises on the sub divided plot(s). as described herein.

9. The Sub-Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute tripartite Sub-Lease deed between lessor, Sub-Lessee and the proposed transferee or final purchaser (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 have to follow the rules and regulation prescribed in respect of the leasehold properties and shall have to pay the charges as per then rules of the Lessor/Government of Uttar Pradesh.

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 flat in favour of 1^{st} Sub-Lessee shall be allowed without any transfer charges but Sub-Lease deed will be executed between the lessor, Sub-Lessee and the final purchaser/final allottee. However, a processing fee or Rs. 1000/- will be payable at the time of transfer/execution of Sub-Lease deed. The physical possession of dwelling unit/flat/plot will be permitted or to be given after execution of tripartite Sub-Lease deed.

10. Every Transfer done by the Sub-Lessee shall have to be registered before the physical possession of the flat/plot is handed over.

11. Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

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For Gulshan Homes And Infrastructure Pv SUB-LESSEE Authorised Sign



F. INDEMNITY

The Sub-Lessee shall execute an indemnity bond, indemnifying the Authority against all disputes arising out of:

- Non-completion of Project. 1.
- 2. Quality of construction
- 3. Any legal dispute arising out of allotment /lease to final purchaser.

The Sub-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 Sub-Lessee. Thereafter the agency appointed by the Sub-Lessee will be responsible to the authority for maintenance and service of the constructed flats / building.

NORMS OF DEVELOPMENT G.

The Sub-Lessee is allowed to develop the Sub-Lease plot/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	

CONSTRUCTION AND IMPLEMENTATION OF PROJECT н.

- 1. The Sub-Lessee is required to submit building plan together with the detailed lay-out plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start land development, and internal development within 12 months from the date of possession.
- 2. Date of execution of lease deed shall be treated as the date of possession. The Sub-Lessee shall be required to complete the construction of group housing pockets on Sub-Leased plot as per approved layout plan and get the certificate issued from Building Cell Department of the Authority in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The lessee/ Sub-Lessee shall be required to complete the construction of minimum 15% per cent 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 3years from the date of execution of the lease deed:

obtain completion certificate from the authority within the period of 5 years from the authority within the period of 5 years from the authority of the stand lines. Sepathorised Signatory

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- 3. All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee/Sub-Lessee.
- 4. Without prejudice to the Lessor right of cancellation, the extension of 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.
 - For second year the penalty shall be 5% of the total premium.
 - For third year the penalty shall be 6% of the total premium.

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

- 5. In case the lessee/ Sub-Lessee does not construct building within the time provided including extension granted, if any, the allotment/ lease/ Sub-Lease deed as the case may be, shall be liable to be cancelled. Lessee/ Sub-Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
- 6. There shall be total liberty at the part of Sub-Lessee to decide the size of the flats.
- 7. The allottee/ lessee/ Sub-Lessee may implement the project in maximum five phases and the occupancy certificate/.completion certificate shall be issued by the Lessor phase wise accordingly, enabling them to do phase-wise marketing.

MORTGAGE

I.

The Sub-Lessee may, with prior permission of the lessor, mortgage the land to any Financial Institutions/Banks for raising loan for the purpose of financing his investment in the project on receipt of payment by Sub-Lessee or on receipt of assurance of payment by the bank or under any othersuitable arrangement in mutual settlement amongst the Lessor, Sub-Lessee/developer and the financial institutions/Banks. As regards the case of mortgaging the land to any financial institutions/Banks to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C. may be issued subject to such terms and conditions as may be decided by the lessor at the time of granting the permission.

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



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

MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee/Sub-Lessee shall not use flat/plot/dwelling unit for any purpose other than the residential purpose.

In case of violation of any of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with the structure(s) thereon, if any, shall be resumed by the Lessor.

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 and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Lessee/Sub-Lessee(s) fails to correct such deviation(s) within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee/Sub-Lessee who hereby agree to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

K. LIABILITY TO PAY TAXES

The Lessee/Sub-Lessee shall be liable to pay (on proportionate basis as per area of the said plot/land) all the 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.

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J.

OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all 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 purpose 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 shaken ke reasonable compensation to the Lessee/Sub-Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Lessor on the amount of such compensation shall be final and binding on the lessee/Sub-Lessee.

M. MAINTENANCE

1. The Lessee/Sub-Lessee at his own expenses will take permission for sewere electricity and water connections from the concerned departments.

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- 10. Other buildings earmarked for community facilities cannot be used for purposes other than community requirements.
- 11. All arrears of the Lessor would be recoverable as arrears of land revenue.
- 12. The Lessee/Sub-Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
- 13. The Lessor in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
- 14. In case the Sub-Lessee is not able to give possession of the land/plot/flat in any circumstances, deposited money will be refunded to the Sub-Lessee/allottee with simple interest.
- 15. Sub-Lessee undertakes to take the existing liability of its plot on prorate basis and make the payment within one month after the execution of Sub-Lease Deed.
- 16. All other remaining terms and conditions of the brochure/Lease Deed shall be part of this Sub-Lease Deed.

INPRESENCE OF FOLLOWING WITNESS WHEREOF the parties have sign this deed on the day and in the year herein first above written.

Witnesses:

1. ISEE 303 TERI UP16 19860026246

2. (KISHORKUMAR 227C, PKT-A, MAYURNIMAR, PH-II, DELMI-11War DL-0720040172484 3.

Signed and delivered for and on behalf of LESSOR

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For Guishan Homes And Infrastructure Pvt. Ltd.

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For and on behalf of the SUB LESSEE

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न्यायालय कलेक्टर स्टाम्प/अपर जिलाधिकारी(वि/रा) गौतमबुद्वनगर वाद संख्या /2015 अन्तर्गत धारा–31, भारतीय स्टाम्प अधिनियम 1899 सरकार बनाम गुलशन होम्स एण्ड इन्फ्रास्ट्रक्चर प्रा.लि. डी–20151127003907 रजि0कार्यालय 121,हरगोविन्द एन्कलेव, दिल्ली–110092 सम्पत्ति ग्रुप हाऊसिंग भूखण्ड संख्या जीएच 03सी, 21494.80 वर्गमीटर,सैक्टर–144.नोएडा

(धारा–32 भारतीय स्टाम्प अधिनियम का प्रमाणक)

धारा—31 भारतीय स्टाम्प अधिनियम—1899 के सुसंगत प्राविधानों के अन्तर्गत मैसर्स गुलशन होम्स एंड इन्फ्रास्ट्रक्चर प्राoलिo द्वारा प्रस्तुत आलेख में वर्णित सम्पत्ति ग्रुप हाऊसिंग भूखण्ड नम्बर जीएच —03सी,स्थित सैक्टर—144,नोएडा क्षेत्रफल 21494.80 वर्गमीटर के सम्बन्ध में आवश्यक विधिक कार्यवाही करने के उपरान्त, उपरोक् वर्णित सम्पत्ति की कुल बाजारू कीमत कलेक्टर स्टाम्प /अपर जिलाधिकारी(वि/रा)गौतमबुद्वनगर के आदेश दिनांक 21.12.2015 द्वारा अकन 1.74.10.78,800/— रूपये अवधारित की गई, जिस पर धारा—17 सपठित अनुच्छेद —23 अनुसूची—1 ख, भारतीय स्टाम्प अधिनियम ,1899 तथा उत्तर प्रदेश स्टाम्प (सम्पत्ति का मूल्यांकन) नियमावली, 1997 के सुसंगत प्राविधानों के अन्तर्गत अंकन 8,70,54,000/—रू० का स्टाम्प शुल्क देय पाया गया। जिसे इस लेखपत्र पर विधिपूर्वक अदा कर दिया गया है। अतएव यह लेखपत्र यथा विधि स्टाम्पित है।

जमा धनराशि का विवरण

01- ई--स्टाम्प सर्टिफिकेट न- IN-UP01471423549731N Dt-10-11-2015 अर्कन 8,70,54,000 / - (आठ करोड सत्तर लाख चव्वन हजार रू)



कलेक्टर स्टाम्प / अपर जिसीधिकारी(वि/रा) गौतमबुद्वनगर्

For Gulshan Homes And Infrastructure Pvt, Ltd.

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without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.

5. If the allotment/lease is cancelled on the ground mentioned in Para N-1 above, the entire amount deposited by the Lessee/Sub-Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

ο. **OTHER CLAUSES**

- 1. The Authority/ 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.
- 2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the Lessor shall be final and binding.
- 3. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or facilitate the Lessee/Sub-Lessee to undertake the activities in pursuance of executed Sub-Lease deed, the deposits depending on the stages of payments will be refunded to Sub-Lessee along with simple interest @ 4% p.a., if delay in refund is more than one year from such date.
- 4. If the Sub-Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Sub-Lessee to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance removed at the Sub-Lessee's cost and charge damages from the Sub-Lessee during the period of submission of nuisance.
- 5. Any dispute between the Lessor and Lessee/ Sub-Lessee 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/allotment 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 Lessor will monitor the implementation of the project. Applicants 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 Sub-Lesseeshall be liable to pay all taxes/ charges livable from time to time NOIDA or any other authority duly empowered by them to levy the tax/ charges.
- 9. Dwelling units/flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/Lessee/Sub-Lessee will not be paid any compensation thereof.

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- 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 at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all garbage/waste of the sector shall be disposed-off at the earmarked place/landfills sites as per the policy of Lessor for similar sectors.
- 3. The Lessee/Sub-Lessee 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 Lessor, the Lessor shall have the right to impose such penalty as the Lessor may consider just and expedient.
- 5. The Sub-Lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Lessor will have the power to get the maintenance done through any other Authority and recover the amount so spent from the Sub-Lessee. The Sub-Lessee will be individually liable for payment of the maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Lessor in this regard shall be final.

N. CANCELLATION OF SUB-LEASE DEED

In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of lease/Sub-Lease allotment in the case of:

- 1. Allotment/lease being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
- 2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
- 3. Default on the part of the applicant/ allottee for breach/ violation of terms and conditions of registration/ allotment/ lease and/ or non-deposit of allotment amount.
- 4. If at the same time of cancellation, the plot is occupied by the Sub-Lessee thereon, 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 Lessor with structure thereon, if any, and the Sub-Lessee will have no right to claim compensation thereof. The balance, if any shall be refugided

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आज दिनांक <u>22/12/2015</u> को ^{बही सं.} <u>1</u> जिल्द सं. <u>7066</u> पृष्ठ सं. <u>333</u> से. <u>376</u> पर कमांक <u>8159</u> रजिस्ट्रीकृत किया गया ।



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For Gulchan Homes And Infrastructure Pvt. Ltd.

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न्यायालय वाद संख्या सरकार

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/2015

कलेक्टर स्टाम्प/अपर जिलाधिकारी(वि/रा) गौतमबुद्धनगर अन्तर्गत धारा–31, भारतीय स्टाम्प अधिनियम 1899 बनाम ग्लशन होम्स एण्ड इन्फ्रास्ट्रक्चर प्रा.लि. रजि0कार्यालय 121,हरगोविन्द एन्कलेव, दिल्ली—110092 सम्पत्ति ग्रुप हाऊसिंग भूखण्ड संख्या जीएच 03सी, 21494.80 वर्गमीटर, सैक्टर-144, नोएडा

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विष्तिर्गय भूट्रोमाज 21-12-15. प्रस्तुत वाद की कार्यवाही भारतीय स्टाम्प अधिनियम-1899 की धारा-31 के अन्तर्गत प्रार्थी मैं0 गुलशन होम्स एण्ड इन्फ़ास्ट्रक्चर प्रा.लि. रजि० कार्यालय १२१, हरगोविन्द एन्कलेव, दिल्ली–११००९२ के द्वारा प्रस्तुत प्रार्थना पत्र दिनांक 29,अक्टूबर 2015 के आधार पर इस न्यायालय में प्रारम्भ हुई। प्रार्थी द्वारा अपने प्रार्थना—पत्र में अवगत कराते हुए, यह अनुरोध किया गया कि प्रार्थी कम्पनी द्वारा ग्रुप हाऊसिंग भूखण्ड संख्या जीएच 03सी, 21494.80 वर्गमीटर, सैक्टर-144, नोएडा को मैं० यूनिटैक से अकन 49750/-प्रति वर्गमीटर की देर से अकन 1,06,93,66,300 / −में क्रय किया गया है। प्रार्थी द्वारा, प्रारुख दरतावेज की प्रति सलग्न करते हुए प्रश्नगत विकय पर स्टाम्प देयता निर्धारित किए जाने की प्रार्थना की फेर्

नियमानुसार वाद दर्ज रजिस्टर कर, प्रार्थी के प्रार्थनापत्र के कम में उपनिबन्धक-द्वितीय नोएडा को प्रार्थनापत्र की प्रति तथा सलंग्न दस्तावेज इस निर्देश से प्रेषित किए गये कि प्रश्नगत प्रकरण में स्टाम्प देयता के सम्बन्ध में अपनी आख्या प्रस्तुत करे, जिसके परिपालन में उपनिबन्धक द्वितीय, नीएडा के कार्यालय पत्र दिनांक 10.11.2015 द्वारा अवगत कराया गया कि जिलाधिकारी महोदय गौतमबुद्वनगर द्वारा जारी सम्पत्ति मूल्यांकन सूची की न्यूनतम दर, जो दिनांक 07.08.2015 से प्रभावी है, के अनुसार सैक्टर-144, नोएडा स्थित गुंप हाऊसिंग भूखण्ड की न्यूनतम दर 81,000 / – प्रति वर्गमीटर निर्धारित की गई है, जिसके अनुसार सम्पत्ति का न्यूनतम मूल्य 1,74,10,78,800/–होता है, जिस पर अकन 8,70,54,000/–का स्टाम्प शुल्क होता है। भन्नावली के अवलोकन में पाया गया कि उपनिबन्धक (द्वितीय) नोएडा के द्वारा मात्र जिलाधिकारी महोदय द्वारा जारी सूची के आधार पर स्टाम्प देयता का निर्धारण किया गया है, मौके की स्थिति, निमार्ण आदि के सम्बन्ध में कोई आख्या नहीं की गई। अतः पुनः कार्यालय पत्रांक 248/18.11.2015 के द्वारा प्रश्नगत सम्पत्ति का रथल निरीक्षण कर, निमार्ण एवं बाजारू मूल्य के आधार पर स्टाम्प देयता निर्धारण करने हेतु सहायक आयुक्त स्टाम्प (प्रथम) गौतमबुद्धनगर को निर्देशित किया गया। सहायक आयुक्त स्टाम्प (प्रथम) गौतमबुद्धनगर के पत्र 668 दिनांक 23.11.2015 के साथ उपनिबन्धक (द्वितीय) की आख्या प्राप्त हुई, जिसके अनुसार मौके पर कोई निमार्ण नही है, स्टाम्प देयता 8,70,54,300,/—होती है।

प्रश्नगत प्रकरण पर विकट्री रंसोसिंश्ट्स द्वारा इस आशय की आएत्ति की गई कि प्रश्नगत सम्पत्ति से सम्बन्धिक खसरा संख्या 159 एवं 168 रकबा 66.65 एकड के सम्बन्ध में मा० उच्च न्यायालय. इलाहाबाद में रिट सं. 30432/2014 विचाराधीन है, जिसमे प्रश्नगत सम्पत्ति को किसी तृतीय पक्ष को हस्तांतरण न किए जाने के आदेश दिनांक 26.05.2014 प्रभावी है, अतः प्रश्नगत विकय अवैधानिक है। आपत्तिकर्ता के प्रार्थनापत्र के कम में कार्यालय पत्रांक 269 / 30.11.2015 के द्वारा अपर मुख्य कार्यपालक अधिकारी (आर) नवीन ओखला औद्योगिक विकास प्राधिकरण से विधिक स्थिति स्पष्ट किए जाने हेतु अनुरोध किया गया। श्री राजेश प्रकाश, , अपर मुख्य कार्यपालक अधिकारी(आर) नोएडा के कार्यालय पत्रांक 3135 दिनांक 14.12.2015 के द्वारा स्पष्ट किया गया कि ग्रुप हाऊसिंग भूखण्ड संख्या जीएच--03सी,सैक्टर 144, नोएडा की भूमि माननीय उच्च न्यायालय, इलाहाबाद द्वारा सिविल रिट पिटिशन संख्या 30432/2014 के पारित आदेश दिनांक 29.05.2014 से आच्छादित नही है।

प्रार्थी के अधिकृत प्रतिनिधि एवं जिला शासकीय अधिवक्ता(राजस्व) गौतमबुद्धनगर की बहस सुनी गई। जिला शासकीय अधिवक्ता(राजस्व)गौतमबुद्धनगर के द्वारा तर्क किया गया कि उपनिबन्धक द्वितीय नोएँडा द्वारा प्रेषित स्टाम्प देयता आख्या नियमानूकुल है, जो जिलाधिकारी गौत्तमबुद्धनगर द्वारा जोरी मूल्यांकन सूची के अनुरूप हैं, जिसके अनुसार रटाम्प शुल्क अदा करने के उपरान्त ही विकय विलेख पंजीकृत किया जाना उचित होगा। गै० गुलशन होग्स के अधिकृत प्रतिनिधि श्री मसोज मित्तने के हारा तक किया गया कि प्रश्नगत विकय विलेख सै-144 नोएडा में ग्रुप्रहाऊसिंग भूखुएड हेतु निष्पार्थित किया जा रहा है, जिस पर नोंकूड़ा प्राधिकरण द्वारा एन.ओ.सी. प्रदान की जा चुकी है, तैथा यह भी स्पष्ट किया गया है कि मा० उच्च न्यायालय इल्लहाबाद में थोजित रिट याचिका सं. 30432/2014 में पारित आदेश दिनांक 29.05.2014 प्रश्नगत सम्पत्ति पर प्रभावी नही है, उपनिबन्धक द्वितीय नोएडा द्वारा निर्धारित स्टाम्प शुल्क अदा करने को तैयार है, अतः धारा—32 भारतीय स्टाम्प अधिनियम—1899 के अर्न्तगत स्टाम्प देयता प्रगणगण्च जारी करने पर कोई विधिक अडचन न होने के कारण जारी किया जाना न्यायोचित है।

पत्रावली के सम्यक परीक्षण तथा उभयपक्ष की बहस को ध्यानपूर्वक सुनकर मै इस निष्कर्ष पर पहुंचा हूँ कि ग्रुप हाऊसिंग भूखण्ड सं. जीएस–03सी, सैक्टर–144,नोएडा 21494.80 वर्गमीटर, जो मै0 यूनिटेक के द्वारा भे0 गुलशन होम्स के पक्ष में निष्पादित किया जाना प्रस्तावित है, पर माठ उच्च न्यायालय इलाहाबाद मे योजित रिट याचिका सं. 30432/2014 में पारित आदेश दिनांक 29.05.2014 प्रभावी न होने के कारण कोई विधिक अडचन नही है तथा उपनिबन्धक द्वितीय नोएडा की आख्यानुसार जिलाधिकारी महोदय गौतमबुद्वनगर द्वारा जारी सम्पत्ति मूल्यांकन सूची की न्यूनतम दर, जो दिनांक 07.08.2015 से प्रभावी है, में सैक्टर-144,

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नोएडा की ग्रुपहाऊसिंग दर 81,000 /--प्रति वर्गमीटर की दर से 1,74,10,78,800 / -पर 05 प्रतिशत की दर से अकन 8,70,54,000 / --का स्टाम्प शुल्क निर्धारित होता है।

आदेश

अतः प्रश्नगत प्रलेख पर उपनिबन्धक द्वितीय नोएडा की आख्यानुसार सैक्टर-144, नोएडा की गुप हाऊसिंग दर 81,000/-प्रतिवर्गमीटर की दर से 1,74,10,78,800/-पर 05 प्रतिशत की दर से अकन 8,70,54,000/-का स्टाम्प शुल्क देय होता है। आदेश की एक प्रति माo अपर सचिव, राजस्व परिषद, उत्तर प्रदेश, इलाहाबाद को सूचनार्थ एवं सम्बन्धित उपनिबन्धक को आवश्यक कार्यवाही हेतु प्रेषित की जाये। पत्रावली वाद आवश्यक कार्यवाही दाखिल दपतर हो। दिचांक 21,12,2015

(राजेश कुमार) अपर जिलाधिकारी (वि⁄रा) गौतमबुद्धनगर

यह निर्णय आज दिनांक 21.12.2015 को मरे द्वारा खुले विवालय में उद्घोषित, मुद्रांकित एवं हस्ताक्षरित कर मुहर अदालत द्वारा जारी किया गया।

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(राजेश कुमार) अपर जिलाधिकारी (वि⁄रा) गौतमबुद्धनगर

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