

25/02/2015



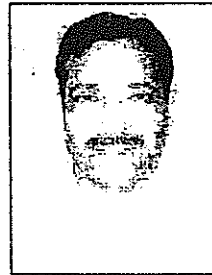
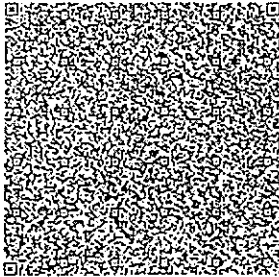
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP01517600089629N
Certificate Issued Date : 04-Dec-2015 01:03 PM
Account Reference : SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPSHCIL0101823897540153N
Purchased by : MSRS STARTLE INFRASTRUCTURE PVT LTD
Description of Document : Article 35 Lease
Property Description : PLOT NO.CS-19,SECTOR-DELTA-01,GREATER NOIDA,DISTT-G.B.NAGAR(U.P.)
Consideration Price (Rs.) : 6,77,60,000
(Six Crore Seventy Seven Lakh Sixty Thousand only)
First Party : G N I D A
Second Party : MSRS STARTLE INFRASTRUCTURE PVT LTD
Stamp Duty Paid By : MSRS STARTLE INFRASTRUCTURE PVT LTD
Stamp Duty Amount(Rs.) : 37,60,000
(Thirty Seven Lakh Sixty Thousand only)



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For Startle Infrastructure Pvt. Ltd

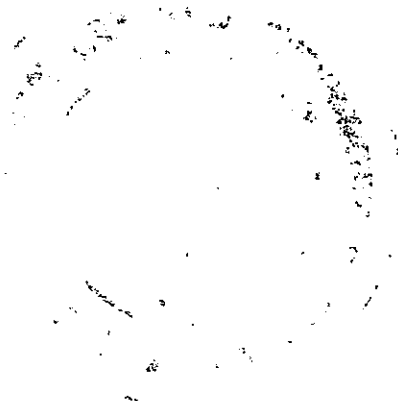
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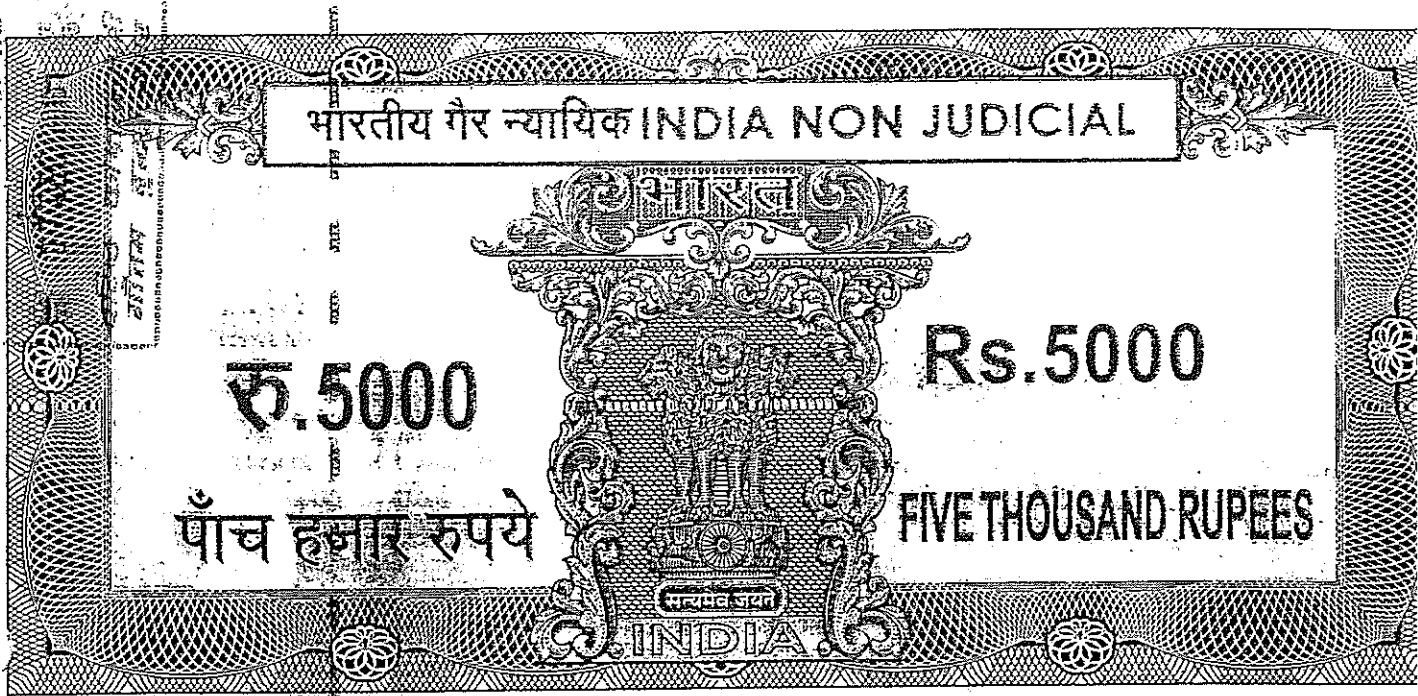
Authorised Signatory

0001987791

Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy, please inform the Competent authority.





उत्तर प्रदेश UTTAR PRADESH

BD 980183

LEASE DEED

For Startle Infrastructure Pvt. Ltd.

Authorized Signatory

क्रम संख्या.....
स्टाम्प क्रय करने का प्रयोजन.....
स्टाम्प क्रेता का नाम व पूरा पता.....
स्टाम्प की छवियाँ.....
अरविन्द कुमार स्टाम्प विक्रेता

04.12.2015
STARTLE INFRASTRUCTURE PVT
LTD DELHI

लाइसेंस नम्बर-95/2003

खर्च 1000.00 की नवीनीकरण की प्रकृति-21-3 पट्टा विलेख

अधिकतम स्टाम्प क्रय करने स्थान पर निबन्धक 10,000.00 (90 वर्ष) 50 10.050.00 2,500
कार्यवाही प्रदत्त मापदण्ड मालियत औसत वार्षिक किंमती फीस रजिस्ट्री नकल व प्रति शुल्क योग अक्ष नगण्य

पुत्र श्री सतपाल शर्मा
व्यवसाय

निवासी स्थान 2244 तीसरा फ्लोर शादी खामपुर पटेल नगर मध्य दिल्ली -11008
अध्यायी पता 2244 तीसरा फ्लोर शादी खामपुर पटेल नगर मध्य दिल्ली -11008

ने यह नग्नपत्र इस कार्यालय में दिनांक 7/12/2015 समय 5:00PM
वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(वी0 के0 सिंह, प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

7/12/2015

मुरेश राजपूत

निष्पादन लेखपत्र बाद सुनने व समझने मजबूत व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री संजीव कुमार शर्मा
प्रतिनिधि प्रे0नो0ओ0वि0प्रा0द्वारा विवेक गोयल
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी



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पुत्र श्री सतपाल शर्मा
पेशा
निवासी 2244 तीसरा फ्लोर शादी खामपुर पटेल नगर
मध्य दिल्ली -11008



ने निष्पादन स्वीकार किया।

जिनको यह बात दिनेश कुमार मौर्या डीएल नं013137STR07

जन्त्री प्रसाद मौर्या Dinesh Kumar

पेशा

निवासी कटरा जंगल रामनगर अमेठी सुल्तानपुर

व प्रवीण कुमार एड0 1264/2004

पेशा

निवासी ग्रेटर नोएडा जी बी नगर

ने को।

प्रत्यक्ष भद्र माक्षियों के निशान अंगूठे निगमानुसार लिखे गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

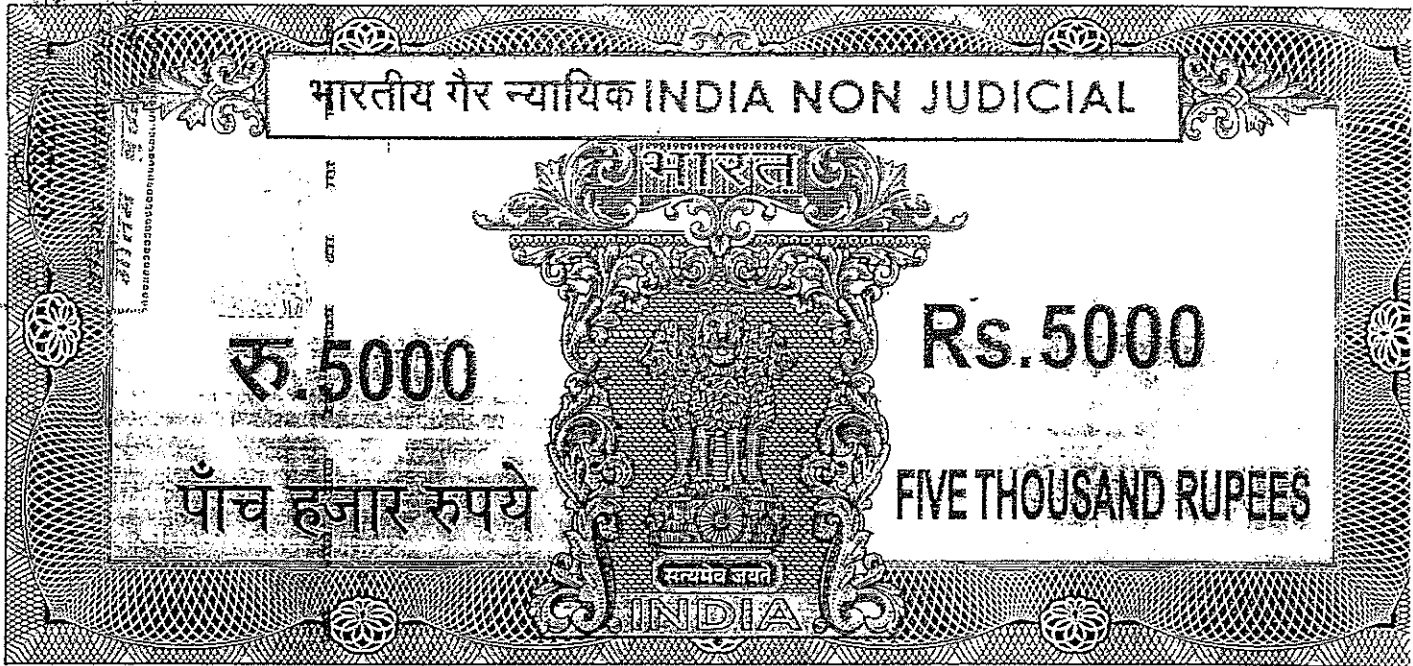
(वी0 के0 सिंह, प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

7/12/2015

मुरेश राजपूत



उत्तर प्रदेश UTTAR PRADESH

BD 980184

LEASE DEED

For Staitle Infrastructure Pvt. Ltd.

[Signature]

Authorised Signatory

06/12/2015
क्रम संख्या..... 02..... ग्राहक विक्रय की तिथि.....

स्थाप्य क्रय करने का प्रयोजन.....

स्थाप्य क्रेता का नाम व पता.....

स्थाप्य की धारणा.....

अराजित विक्रेता

लक्ष्मीपति

पट्टा दाता

राष्ट्रिय Registration No. 25602-31-3-201

Year: 2,015

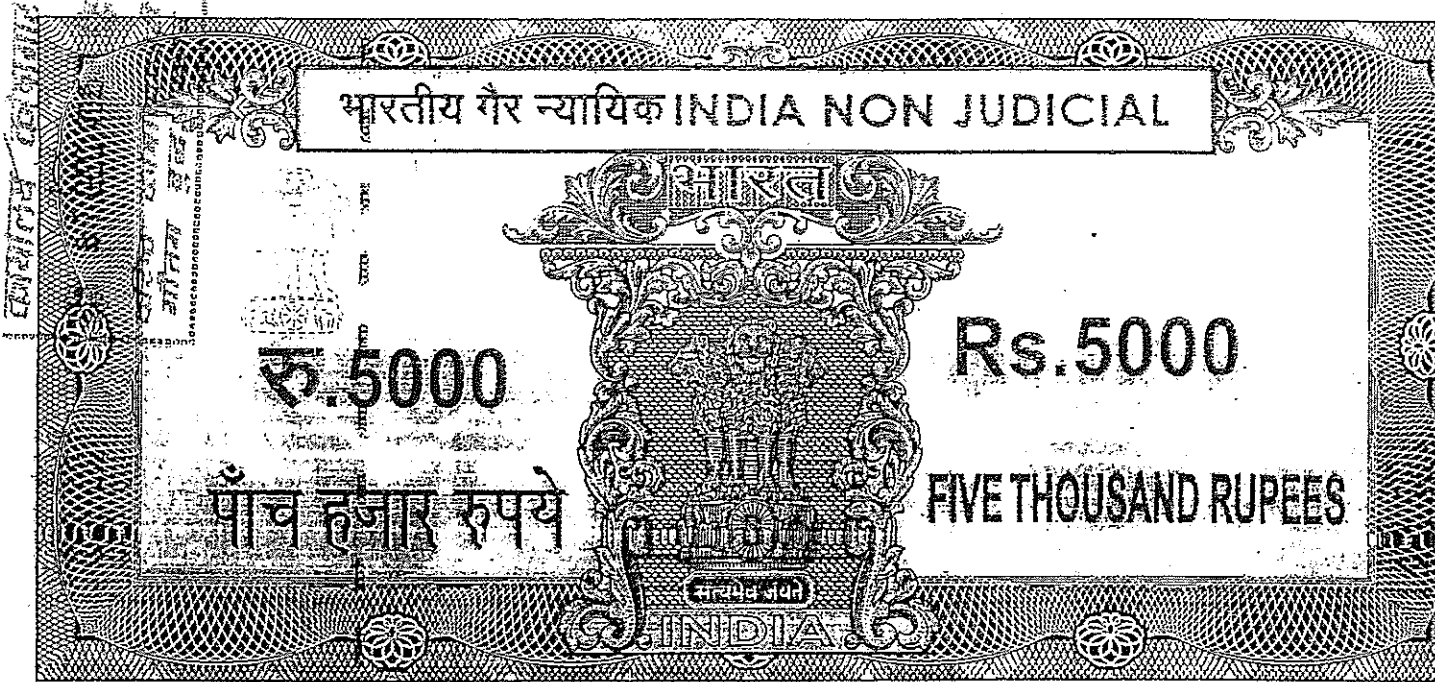
Book No. 1

आधिकारिक पत्रिका के द्वारा जारी किया गया निबन्धक

0101-संजीव कुमार शर्मा प्रतिनिधि प्रे0नो0ओ0वि0प्र0द्वारा विवेक गा

नौकरी





उत्तर प्रदेश UTTAR PRADESH

BD 980186

LEASE DEED

For Startle Infrastructure Pvt. Ltd.

Dan

Authorised Signatory

क्रम संख्या. 03 04-11-2014 स्टाम्प विक्रय की तिथि

स्टाम्प क्रय का कागज का पदोपान

स्टाम्प क्रय का नाम व पूरा पता

स्टाम्प की धारणा

अरविन्द ठाकुर स्टाम्प विक्रेता

लाभान्त नाम

लाभान्त की धारणा 1-3-201

अधिकृत स्टाम्प क्रय कर स्थान उप निवन्धक पट्टा गृहीता

पताकार प्रेरक पट्टा

Registration No : 25602

Year : 2015

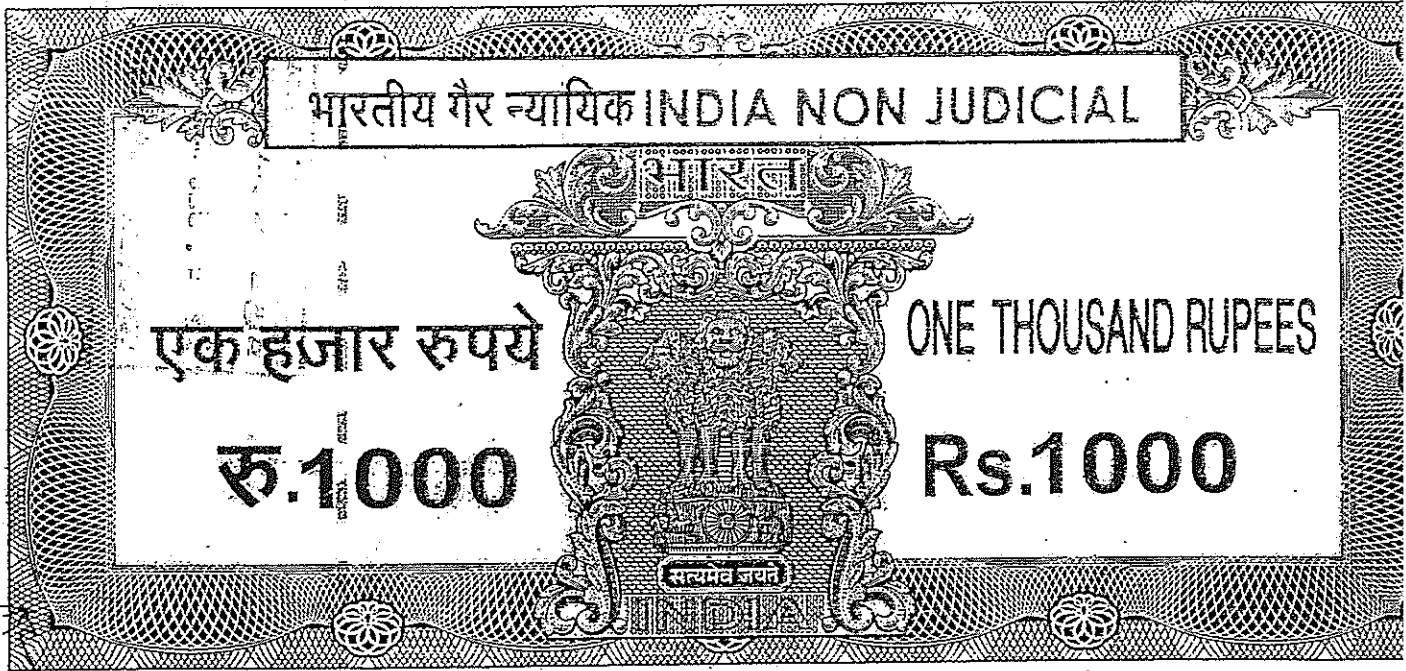
Book No : 1

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सतपाल शर्मा

2244 तीसरी फलोर शादी खामपुर पटेल नगर मध्य दिल्ली -1100





भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



उत्तर प्रदेश UTTAR PRADESH

AH 962047

(B88 DEED)

For Startle Infrastructure Pvt. Ltd.

A handwritten signature in black ink, appearing to be 'D. K. Singh' or similar, written over a horizontal line.

Authorised Signatory

32

राष्ट्रिय विज्ञान दिवस का तिथि 4/12/15

राष्ट्रिय विज्ञान दिवस का प्रयास 20

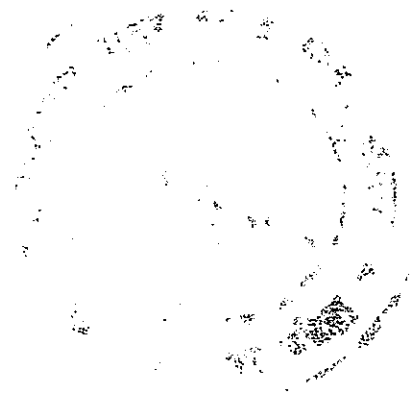
राष्ट्रिय विज्ञान दिवस का प्रयास 1000

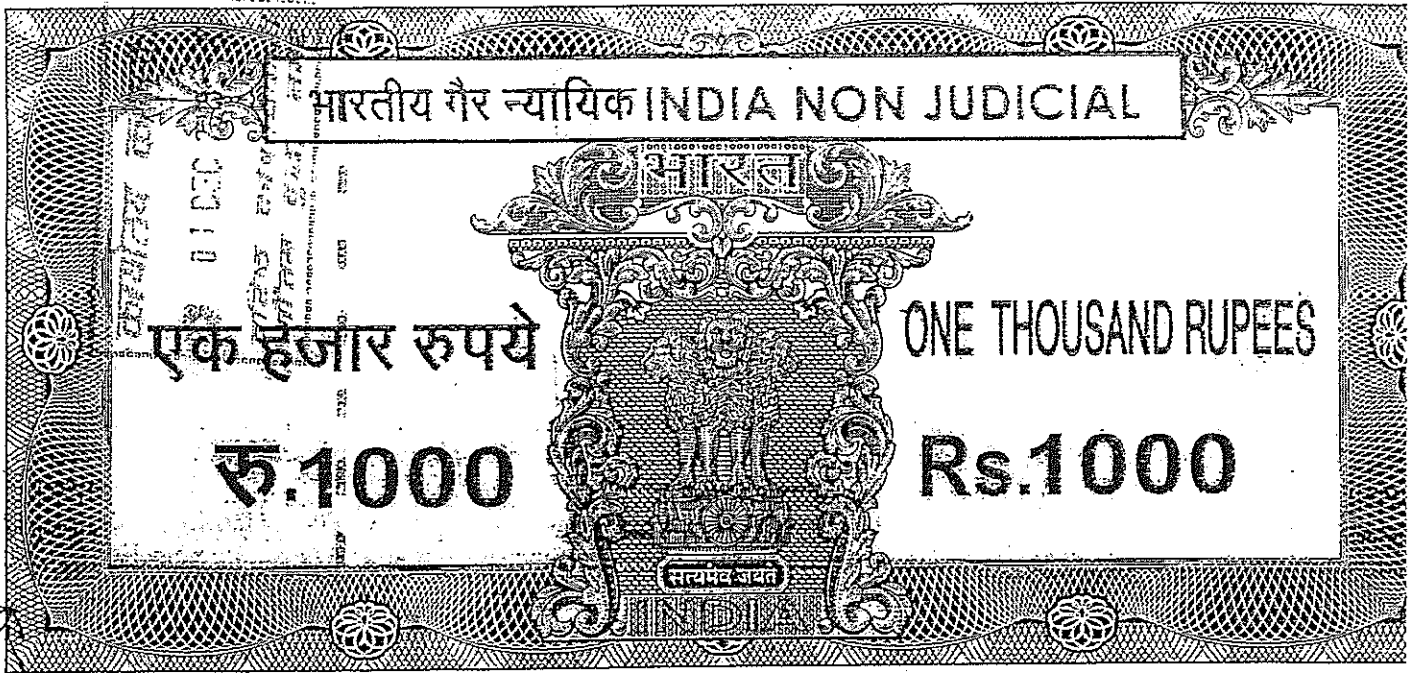
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राष्ट्रिय विज्ञान दिवस का प्रयास 1000





भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000



ONE THOUSAND RUPEES

Rs.1000

उत्तर प्रदेश UTTAR PRADESH

AH 962048

LEASE DEED

For Startle Infrastructure Pvt. Ltd.

[Signature]

Authorised Signatory

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उत्तर प्रदेश UTTAR PRADESH

BD 983740

LEASE DEED

For Startle Infrastructure Pvt. Ltd.



Authorised Signatory

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ST ARTLE INFRASTRUCTURE PVT
LTD DELHI

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गवाह

Registration No.: 25602

Year: 2015

Book No: 1

W1 दिनेश कुमार मौर्या डील न013137STR07

जन्मी प्रसाद मौर्य

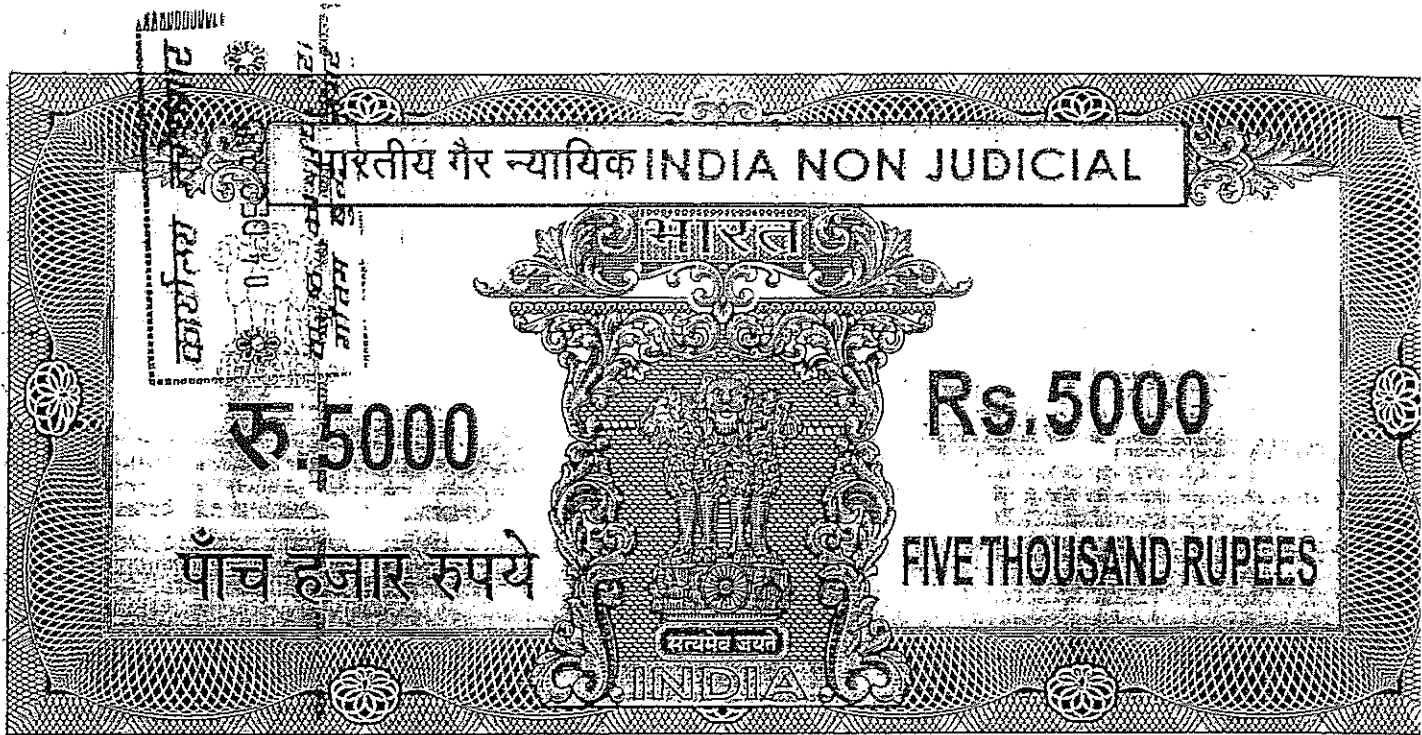
कटरा जंगल रामनगर अमेटी सुल्तानपुर



W2 प्रवीण कुमार ए80 1264 2004

गटर नाएडा जो की नगर





उत्तर प्रदेश UTTAR PRADESH

BD 983741

LEASE DEED

For Startle Infrastructure Pvt. Ltd.

[Signature]

Authorised Signatory

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मुभाय च-2
31-3-20/15
अधिकार क्षेत्र प्रमाण



भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

₹.1000

ONE THOUSAND RUPEES

Rs.1000



उत्तर प्रदेश UTTAR PRADESH

AH 962045

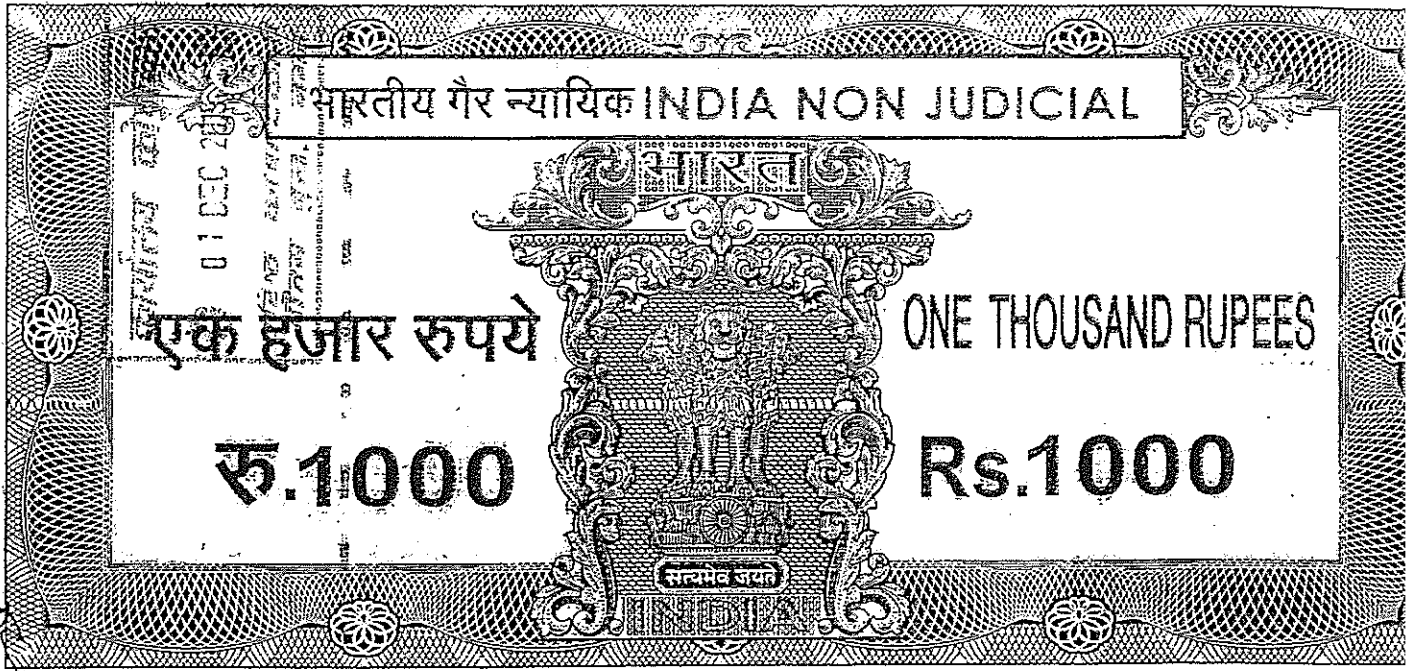
LEASE DEED

State Infra-structure P.T. Ltd.

[Signature]

Signature

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 31-3-2016
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भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



उत्तर प्रदेश UTTAR PRADESH

AH 962046

LEASE DEED

For Sterile Infrastructure Pvt. Ltd.

[Signature]

Authorised Signatory

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LEASE DEED

This Lease Deed is executed on 07th day of December 2015 at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

BETWEEN

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, an Authority constituted under the provisions 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 of the One Part;

and

M/s. Startle Infrastructure Private Limited a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **201 Namdhari Chambers Deshbandhu Gupta Road Karol Bagh Delhi-110005** through its Authorized signatory **Sh. Daljit Sharma** who is duly authorized vide Resolution dated 03.12.2015 passed by its Board of Directors, being a Company within the meaning of Article C-7(e) of the Brochure of the Commercial Builders Plot Scheme-III/2015-16 (Commercial Builders Plot-III), (hereinafter called the "Lessee" which expression shall, unless the context does not so admit, include its administrators, executors, representatives and permitted assigns) of the Other Part. *Part No. AA SCS 7212B*

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of planned integrated Industrial and Urban Township.

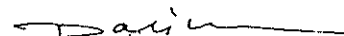
AND WHEREAS a consortium comprising of

1. M/s. Startle Infrastructure Pvt. Ltd. -Lead Member
2. M/s. Solutren Building Technologies Pvt. Ltd. - Relevant Member
3. M/s. Beaver International (India) Pvt. Ltd.-Relevant Member

On the basis of sealed tenders vide letter bearing No. GNIDA / Prop / Commercial/3105 DATED 12-08-2015 has been allotted Commercial Builder Plot No. **CS-19, Sector - Delta -01** Greater Noida **measuring 1400 Sq. Mtrs.** for the purpose of Development of Commercial activities such as showrooms, retail outlets, restaurants, offices such as other commercial uses.

4. AND WHEREAS in terms of Article C-7(e) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. M/s. Startle

For Startle Infrastructure Pvt. Ltd.



Authorized Signatory



Infrastructure Pvt. Ltd. -Lead Member Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 201 Namdhari Chambers Deshbandhu Gupta Road Karol Bagh Delhi-110005

AND WHEREAS it has been represented to the LESSOR that the Company members have agreed amongst themselves that M/s Startle Infrastructure Private Limited having its registered office at 201 Namdhari Chambers Deshbandhu Gupta Road Karol Bagh Delhi-110005. However, the Member of consortium will have to specify one lead member should be the single largest shareholders having at least 30 % share in the consortium shall remain at least 30% Shareholding, till completion certificate of at least one phase of the project is obtained from the GNIDA of 40 % construction of the total FAR is obtained from GNIDA. Each Member of the consortium with equal stake of at least 15% will be considered as the relevant member. The lead member of the consortium must be necessarily be a firm /Company registered in India with appropriate statutory Authority.

AND WHEREAS, at the request of the aforesaid Consortium members, the LESSOR has agreed to execute the lease of the allotted plot in the name of the Special Purpose Company i.e. the LESSEE and the LESSEE has agreed to take on lease the allotted plot on the terms and conditions hereinafter appearing for the purpose of constructing commercial building/s in accordance with the approved building plan/s utilizing the built-up space as approved by the LESSOR.

NOW THIS LEASE DEED WITNESSETH AS UNDER:-

I (a) That in consideration of the premium paid in part and the remaining agreed to be paid by the LESSEE at the time and in the manner hereinafter provided AND also in consideration of the rent hereby reserved AND observance of the covenants, provisions and the stipulations hereinafter contained and on the part of the LESSEE to be respectively paid, observed and performed, the LESSOR doth hereby demise and lease to the Lessee, all the land of Commercial Builders Plot No CS-19, Sector-Delta -01, Greater Noida admeasuring 1400.00 Square Metres, to be the same a little more or less and bound as under:-

On the North by :

On the South by : As per Lease Plan attached

On the East by :

On the West by :

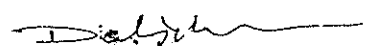
Which plot is more clearly delineated and shown in the attached lease plan (hereinafter referred to as "the Demised Premises") with their appurtenances to the

LESSOR for the term of 90 years commencing from the date of execution of this lease deed, except and always reserving to the LESSOR:-

- (i) 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.
 - (ii) Full rights and title to all mines and minerals, coals, washing gold's, earth oils, quarries, in or under the Demised Premises 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 enjoying the same without providing or leaving any vertical support for the surface of the plots or for the structure time being standing thereon provided always, that the LESSOR shall make reasonable compensation to the LESSEE for all costs incurred, loss of profits and other damages directly or indirectly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the LESSEE.
- (b) The total premium of the plot is **Rs. 67760000/- (Rs.Six crore seventy Seven Lacs sixty thousand Only)** out of which **Rs. 1,35,52000 /-** (**Rupees one crore thirty five lacs fifty two thousand only**) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). **80% premium i.e. Rs. 5,42,08,000/- (Rs.five crore forty two lacs eight thousand Only)** of the plot along with interest will be paid in 16 half yearly installments in the Following manner

<u>Instalment.</u>	<u>Due date</u>	<u>Payable Premium</u>	<u>Payable Interest</u>	<u>Total payable instalment</u>	<u>Balance premium</u>
Instalment No 1	13 05 2016	3388000 00	3252480 00	6640480 00	50820000 00
Instalment No 2	13 11 2016	3388000 00	3049200 00	6437200 00	47432000 00
Instalment No 3	13 05 2017	3388000 00	2845920 00	6233920 00	44044000 00
Instalment No 4	13 11 2017	3388000 00	2642640 00	6030640 00	40656000 00
Instalment No 5	13 05 2018	3388000 00	2439360 00	5827360 00	37268000 00
Instalment No 6	13 11 2018	3388000 00	2236080 00	5624080 00	33880000 00
Instalment No 7	13 05 2019	3388000 00	2032800 00	5420800 00	30492000 00
Instalment No 8	13 11 2019	3388000 00	1829520 00	5217520 00	27104000 00
Instalment No 9	13 05 2020	3388000 00	1626240 00	5014240 00	23716000 00
Instalment No 10	13 11 2020	3388000 00	1422960 00	4810960 00	20328000 00
Instalment No 11	13 05 2021	3388000 00	1219680 00	4607680 00	16940000 00

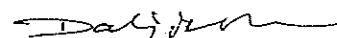
For Startle Infrastructure Pvt. Ltd.


Authorised Signatory

Instalment No 12	13.11.2021	3388000.00	1016400.00	4404400.00	13552000.00
Instalment No 13	13.05.2022	3388000.00	813120.00	4201120.00	10164000.00
Instalment No 14	13.11.2022	3388000.00	609640.00	3997840.00	6776000.00
Instalment No 15	13.05.2023	3388000.00	406560.00	3794560.00	3388000.00
Instalment No 16	13.11.2023	3388000.00	203280.00	3681200.00	0.00

- (i) Premium referred to in this document means total amount payable to the Authority for the allotted plot.
- (ii) All payment should be made through a demand draft/pay order drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/NOIDA/ GREATER NOIDA indicating the name of the Lessee and the number of plot on the reverse of the demand draft/pay order.
- (iii) In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
- (iv) All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee/sub-lessee should ensure remittance on the previous working day.
- (v) The payment made by the Lessee/Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.
- (vi) 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 as per prevailing policy of the Lessor.
- (vii) In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority. In the event extension is granted, interest @ 15% per annum compounded half yearly shall be payable by the Lessee on the outstanding amount for the period extension is granted.
- (viii) For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.
- (c) In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

For: Gauri Infrastructure P. Ltd.



Authorised Signatory

- (i) The lease rent will be 1% of the premium of the plot per year for the first 10 years from the date of execution of the lease deed. The lessee has paid a sum of **Rs. 6,77,600/- (Rs. Six lacs Seventy Seven Thousand six hundred)** towards the lease rent for the first year which amount the LESSOR hereby acknowledges.
- (ii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. (12% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (v) The Lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the demised plot per year as "One Time Lease Rent" unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee is not in arrears as on the date of exercising the option to pay one time lease rent has and paid the earlier lease rent due and lease rent already paid will not be considered in calculating the amount payable under the One Time Lease Rent option.
- (vi) The date of execution of the lease deed shall be treated as the date of taking over of possession.

II. AND THE LESSEE DOETH HEREBY DECLARE AND COVENANTS

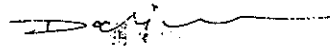
(1) The possession of the demised premises has been handed over to the LESSEE and the LESSEE hereby acknowledges that it has received the actual physical possession of the demised premises. The LESSEE further acknowledges that the allotment and the demise of the plot is on "As is where is basis".

(2) This lease is for a period of ninety years from the date of lease deed.

(3) Development Norms

The Lessee subject to what is set out in the chart below , can carry out on the demised plot , the development as per the norms specified in the Building Regulations and directors of lessor.

For Startle Infrastructure Pvt. Ltd.



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Sl. No.	Use	Allowed %age
A.	Maximum ground Coverage	40 %
B.	Maximum permissible FAR	2
C.	Setback	As per Building bye - laws of GNIDA
D.	Maximum Height	24 Meter

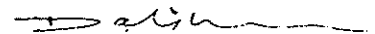
Permissible Construction ■

- (1) Any construction will be permissible only as per details given in the Development Norms and only after the approval of the building plans by GNIDA.
- (2) All the infrastructural services shall have to be provided by the lessee within the plot area only.
- (3) All clearances/approvals must be obtained by the lessee from the respective competent statutory authorities prior to the commencement of the construction work.
- (4) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority (ies).
- (5) The dimensions of the site given in the brochure are subject to any change/modification as per the actual measurements at the site.
- (6) All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in from time to time.

UTILITY

1. Each Plot mentioned in A-1 can be used for development of Commercial Complex (s) for commercial activities such as retail shops and service shop, grocery, milk and vegetable booth, beauty parlor, restaurant etc. as permissible in zonal regulation of master plan, meant for need of the local population, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out.
2. Each plot mentioned in A-2 shall be used for development of Commercial Complex (s) for commercial activities such as shopping malls, showrooms, retail outlets, restaurants, hotels offices and such other commercial uses, as permissible in zonal regulation in master plan,

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subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out.

3. All the allowed activities shall be only within the permissible floor Area Ratio (F.A.R.). It shall be the responsibility of the lessee to obtain all statutory clearance from the concerned authority (ies) prior to starting functioning in the premise. The lessor shall not be responsible for any consequences arising out of the failure of the lessee to receive any such statutory clearance.

Transfer

- (1) The transferee of commercial plot to his/her legal heir will be allowed on the demise of the the allottee/lessee with prior permission of the chief Executive officer /or any officer authorized by CEO in this regard , subject to the fulfillment of prescribed condition.

(2) To Other than legal Heirs

The lessee shall not be entitled to sell, transfer, assign or otherwise part with possession of the whole or any part of the commercial plot in any circumstance /case. However, the built space can be transferred and possession of the premises can be given after obtaining the completion certificate from the Authority and execution of the sublease deed . the chief executive officer of the Authority or any authorized officer may grant such permission as per prevailing policy of the lessor. However the whole plot and the building constructed thereon with the prior permission of GNIDA, after payment of transfer charges as per prevailing policy of GNIDA. However, the lessor reserves the right to reject any such transfer application as per policy prevailing at the time of granting such permission transfer.

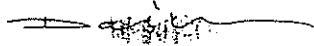
The first or subsequent purchaser /transfree will be governed by the same terms and conditions as applicable to the allottee /lessee and no transfer charges will be applicable on such first transfer from allottee /developer to purchaser . however the transfer charges as per prevailing rates so fixed by the authority shall be payable on subsequent transfer . metro - cess will be changed on the first and subsequent transfer

Provided also that the first or subsequent purchaser will be responsible for payment of dues including that of premium ,lease rent ,interest of penalties payable to the lesser

(4) EXTENSION OF TIME

- (1) Normally extension for depositing 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, the GNIDA may grant

For Startle Infrastructure Pvt. Ltd.


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a maximum of 120 days extension to deposit the allotment money, subject to the payment of interest @15% (12% normal interest+3% penal interest) subject to the pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.

2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority.
3. However, in such cases of time extension, **interest @ 15%** per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
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.

(5) AREA

The area of 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. If such variation is within 20% limits, no surrender shall be allowed. However, if such variation is more than 20%, allottee will have the option of surrendering the allotment and taking back the entire amount deposited by allottee without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted tender rate of the nearby area at the time of communication about the additional land or the original rate of allotment along with simple interest @12% from the date of allotment, whichever is higher. Payment of premium of the additional land will be made in lump sum within 30 days of intimation.

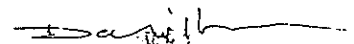
(6) AS IS WHERE IS BASIS

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

(7) POSSESSION AND DOCUMENTATION

1. Possession of allotted land will be handed over to the Lessee after execution and registration of lease deed. Possession of part of land shall not be allowed.
2. Execution and registration of lease deed can be done only after a minimum payment of 20% of premium and payment of one year lease rent in advance.

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(9) LIABILITY TO PAY TAXES

The 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.

(10) 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 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 / Authority on the amount of such compensation shall be final and binding on the applicant/allottee/lessee.

(11) LEASE RENT

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

- (i) The lease rent will be 1% of the premium of the plot per year for the first 10 years from the date of execution of the lease deed.
- (ii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. compounded half yearly, on the defaulted amount and for the defaulted period.
- (v) The allottee/ lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the plot per year as "One Time Lease Rent" unless the Authority decides to withdraw this facility. On payment of One

For Martle Infrastructure Pvt Ltd



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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.

NOTE:

For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.

(12) IMPLEMENTATION & COMPLETION OF PROJECT

1. The Lessee shall be required to complete the construction of minimum 15% of the permissible area of allotted plot as approved layout plan and get the occupancy certificate .es within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases within 5 years. However, the residential and commercial development/ construction may be completed in phases within 7 years. Further more, the lessee has to develop residential and commercial component in the project in proportion to area earmarked for recreational uses. However, extension in exceptional circumstances can be granted by GNIDA, on payment of extension charges applicable as given below:

Without prejudice to the Authority's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:

- a. For first year the penalty shall be 4% of the total premium.
 - b. For second year the penalty shall be 6% of the total premium.
 - c. For third year the penalty shall be 8% of the total premium.
 - d. Extension for more than three years, normally will not be permitted.
2. The construction on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions of the GNIDA.
 3. The 'Completion Certificate' will be issued by the GNIDA on the completion of the project or part thereof in phases and on the submission of the necessary documents required for certifying the

completion of the project or part thereof.

4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

(13) INDEMNITY

The lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/constructions, subsequent operations and maintenance of the facilities and services, till such time as the alternate agency for such work is identified and legally appointed by the lessee after prior written approval of GNIDA. The lessee shall execute an indemnity bond, indemnifying the GNIDA against all disputes arising out of:

- a) The non-completion of the project
- b) The quality of development, construction, operations and maintenance
- c) Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser(s).

(14) DOCUMENTATION CHARGES

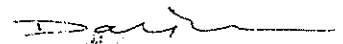
The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses shall be borne by the lessee, who shall also pay the stamp duty levied on the transfer of immovable property or any other duty or charges that may be levied by any statutory authority empowered in this behalf.

(15) SURRENDER


1. The lessee can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited and the balance, if any, deposited against the premium of plot, will be returned without interest.

2. In case the land is surrendered after 30 days from the date of allotment, the total deposited amount or 10% of the total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc shall not be refunded.

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Note: The date of surrender in the above case shall be the date on which the application for surrender is received at the GNIDA's office. No subsequent claims on the basis of any postal certificate etc. will be entertained.

(16) 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) Clearance of upto date dues of the GNIDA.

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

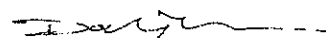
Provided that in the event of foreclosure of the mortgaged/charged property, the GNIDA shall be entitled to claim and recover such percentage, as decided by the GNIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the GNIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The GNIDA'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.

(17) MAINTENANCE

1. The Lessee at his own expense shall take permission for sewerage, electricity, and water connections from the concerned departments of the Authority or from the competent authority in this regard.

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2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:

- 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 health and safe condition to the convenience of the inhabitants of the place.

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 the expenses incurred in carrying out such works will be borne by the lessee. The decision of the Authority will be final as regards to the expenses incurred in the maintenance work.

That the Lessee shall abide by all Regulations, Bye-laws, Directions 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 rules made therein.

In case of non-compliance of these terms & conditions of this deed or any Directions of the Lessor, the Lessor shall have the right to impose such penalty as the C.E.O. may consider just and/or expedient.

The lessee/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 Chief Executives Officer or any officer authorized by Chief Executive Officer, GNIDA will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee/sub-lessee. The lessee/ sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of U.P. Apartment Act (Promotion of construction, ownership and maintenance) Act 2010 shall be applicable on the lessee/sub-lessee.

(18) CANCELLATION

In addition to the other specific clauses relating to cancellation/determination, GNIDA/the lessor, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of this Commercial plot in case of the followings:

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- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false-statement and/ or fraud.
- ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
- iii. In case of default on the part of the tenderer/ allottee/ sub-lessee(s) or any breach/ violation of the terms and conditions of the tender, allotment, lease and/ or non-deposit of the allotment amount, installments or any other dues.

If the allotment is cancelled on the grounds mentioned in para (i.) above, the entire amount deposited by the tenderer, allottee, lessee and sub-lessee(s) till the date of cancellation/ determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.

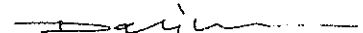
If the allotment is cancelled on the grounds mentioned in paras (ii.) AND (iii) above 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

After forfeiture of the amount as stated above, possession of the plot will be resumed by GNIDA, along with the structures thereupon, if any, and the tenderer, allottee, lessee and sub-lessees will have no right to claim any compensation thereon.

(19) GENERAL TERMS AND CONDITIONS

1. Land will be given to the lessee free from all encumbrances lease for a period of 90 years for which appropriate lease deed shall be executed between GNIDA and the lessee.
2. Subject to provision of Master Plan and regulation of GNIDA:
 - i. The lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of GNIDA/Lessor.
 - ii. Commercial and residential area can be sub-leased as per conditions of brochure on tripartite agreement basis.
 - iii. Multiple renting shall be admissible to the lessee and for the sub-lessee as per prevailing policy.
 - iv. The lessee shall make necessary arrangements of finances for development of SPORTS CITY to the satisfaction of GNIDA.
 - v. The lessee shall make necessary arrangements for designing,

For Farid Infrastructure Pvt. Ltd

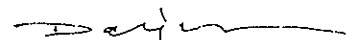


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engineering, and construction of the Project in accordance with the provisions of the Master Plan and regulations of GNIDA.

- vi. The lessee shall adhere to Government policies and relevant codes of BIS/IS relating to disaster management and energy conservation in land use planning and construction works.
- vii. The lessee shall obtain applicable permits/sanctions/approvals etc. from relevant Government agencies or local bodies or other authorities, as applicable; GNIDA shall assist and facilitate the lessee to procure the sanction/approval/ license etc. expeditiously
- viii. After the written approval of the Lessor/Greater Noida Authority, the lessee can implement / develop the project through its multiple subsidiary companies in which the allottee/lessee company shall have minimum 90% equity share holdings (such subsidiaries are exempted from stamp duty for transaction between parent company and subsidiary company under the provisions of Indian Stamp Act as per State Government notification):
- ix. The lessee/allottee who develop the project through its subsidiary company shall be entitled for sub leasing the portion of allotted/leased land/built-up area in favour of the subsidiary companies and the first transfer by such subsidiary company, of the said allotted/leased land/built-up area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor/GNIDA Authority shall be payable.
- x. The subsidiary company(ies) in whose favour sub lease deed is permitted shall be entitled to mortgage the portion of land which is being developed by them, as per rules of the Authority.
- xi. The allottee/lessee shall abide by the suggestions of State Government if any, in the master plan of GNIDA.
- xii. 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.
- xiii. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Authority shall be final and binding.

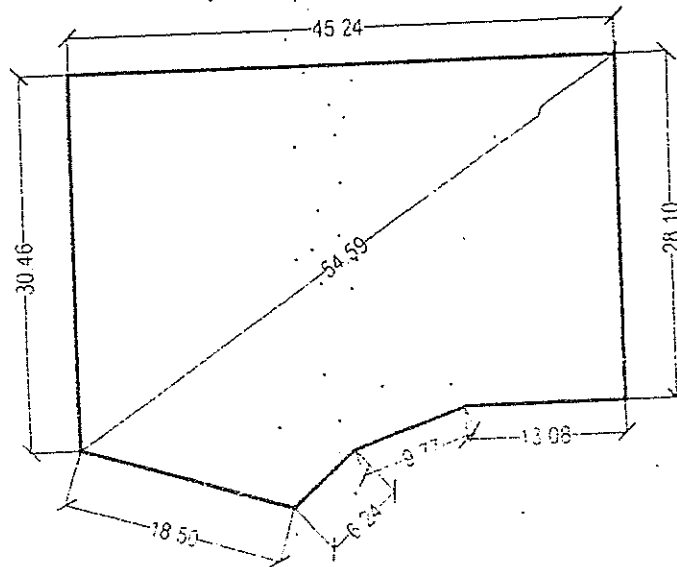
For Hartle Infrastructure Pvt. Ltd.



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PLOT NO.-CS-19

9 MT.WIDE ROAD



PLOT NO.-MV-13

18 MT.WIDE ROAD

For Startle Infrastructure Pvt. Ltd.

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AREA-1400.00 sqmt.

SIGN-
POSSESSION TAKEN OVER
BY ALLOTTEE

SIGN-
POSSESSION HANDED
OVER TO ALLOTTEE



LEASE PLAN FOR PLOT NO.-CS-19
SECTOR DEEVA-I
GATE NO. 10

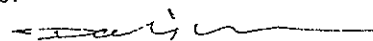
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- xiv. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
- xv. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
- xvi. Any dispute between the Authority 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.
- xvii. The 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.
- xviii. The Authority 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.
- xix. The lessee/sub-lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time by GNIDA or any other authority duly empowered by them to levy the tax/charges.
- xx. 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.
- xxi. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
- xxii. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- xxiii. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

For 'Artie Infrastructure Pvt. Ltd.



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- xxiv. The Authority in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
- xxv. In case the Authority is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest @ 4% per annum.

IN WITNESS WHEREOF the parties have set their hands on the day and in the year herein first above written.

In presence of:

Witnesses: Dinesh Kumar

1. Witness Dinesh Kumar For and on behalf of the LESSOR
S/o. JANTRI PRASAD Mowla For Startle Infrastructure Pvt. Ltd.
KATRI JAGAL RAM NAGAR
Address DILIPTRIPSTR

Authorised Signatory

2. Witness PRABHU KUMAR
Advocate
Gautam Nader (U.P.)
Address

For and on behalf of the LESSEE

आज दिनांक 07/12/2015 को
बही सं. 1 जिल्द सं. 19161
पृष्ठ सं. 207 से 270 पर क्रमांक 25602
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(वी० के० सिंह, प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

7/12/2015

