# NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY MAIN ADMINISTRATIVE BUUILDING, SECTOR-VI. NOIDA-201301

No. Nolda/GHP/GH-2010-(I)/2010/////2 Dated: 25 MAY, 2010

M/s Antriksh Engineers Construction Corporation . 34/C-8, Sector-8, Robini, New Delhi-110085.

Subject: Sub-Division of Group Housing Plot No. GH-05. Sector - 78.

NOIDA allotted under Group Housing Scheme CODEGH-2010-(I) & APPROVAL OF SPECIAL PURPOSE COMPANY
IN THE NAME OF M/s ANTRIKSH DEVELOPERS &
PROMOTERS PRIVATE LIMITED.

Dear Sirs,

Kindly refer to your letter dated 10.05.2010 on the subject mentioned above. In this connection, it is to be informed that in continuation of the Acceptance letter No. NOIDA / GHP / 2010-(I) / 2010/5153 dated 10/03/2010 and Allotment letter No. NOIDA / GHP / 2010-(I) / 2010/5204 dated 16/03/2010 for an area of 71275 sq.mtr. In this connection it is informed that as per site plan received from CCD the area of plot has been increased from 71275.00 sq. mtrs. to 71312.78 sq. mtrs. As per your request for sub-division of Group Housing Plot No. GH-05, Sector- 78, NOIDA, Measuring 71,312.78 Sq. mtrs. among the members of the consortium has been accepted in principle by the Authority, in accordance with sub-clause 8 (e) of clause-C-ELIGIBILITY of the brochure of the scheme code GH-2010-(I) . Accordingly, the special purpose company namely M/s ANTRIKSH DEVELOPERS PROMOTERS PRIVATE LIMITED has also been approved by the Authority and for sub divided plot admeasuring to 49,918.95 mtrs., area (out of 71,312.78 sq. mtrs.) bearing Plot No.GH-05/A Sector-78 is approved and allotted in your favour, as per terms and

conditions mentioned in the brochure of the scheme code GH-2010-(1) as per details given below:-

1	Sub-Divided Plot No/Sector	GH-05/A, Sector- 78
2.	Plot area of Sub-Divided plot in Sqm.	49,918.95 Sq Mus
3	Rate of plot as per accepted Financial Bid (per Sqm.) quoted by your consortium for 49892.50 sq.mtrs.	Rs. 20,465.00
4	Total Premium of additional area 37.78 sq. mtrs. proportionately to the extent of 70% i.e. 26.446 sq.mtrs @ Rs. 22,440/- as per clause I.AREA of Brochure	Rs. 5,93,448.24
5	Total Premium of plot area 49892.50 sq. mtrs. @ 20465.00 per sq.mtrs.	Rs. 102,10,50,012.50
6	(Area-49918.946) (Col. No. 4+5)	
7.	Reservation Money equivalent to 5% of the total premium to be adjusted against the acceptance money already deposited by the tenderer/ Proposed Consortium /as communicated vide this office letter dated 10.03.2010 against the plot area 71275.00 sq.mtrs., deposited on 10.03.2010 vide challan No. 222865.	
8.	Balance Allotment money (equivalent to 5% of the total premium) to be adjusted against the balance allotment money already deposited by the tenderer /Proposed Consortium as communicated vide this office letter dated 16.03.2010 against the plot area 71275.00 sq.mtrs., deposited on 03.05.2010 vide challan No. 424.	
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There shall be moratorium of 24 months from the date of allotment i.e. 16.03.2010 and only the interest @ 11% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance 90% premium of the plot along with interest will be paid in 16 half yearly instalments along with interest.

In case of default in depositing the instalments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

In super session of earlier communication dated 16.03.2010, you will deposit due stamp duty i.e. Rs 5,67,02,000.00 + Rs.50.00 for lease deed in treasury of District Gautam Budh Nagar and should produce a certificate to that effect in Group Housing Department Noida within 90 days from the issue of allotment letter i.e. 16.03.2010. The above amount of stamp duty is subject to confirmation from the Office of the Sub - Registrar, Noida at the time of registration of the Lease Deed.

There shall be moratorium of 24 months from the date of allotment i.e. 16.03.2010 and only the interest @ 11% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance 90% premium Rs. 91,94,79,114.74 of the plot along with interest will be paid in 16 half yearly instalments in the following manner:-

15.09.2010 15.03.2011 15.09.2011	(in Rs.)	(in Rs) 50571353 50571353	TOTAL (in Rs.) 50571353 50571353
15.03.2011 15.09.2011		50571353 50571353	50571353
15,09,2011		50571353	to the second se
	-		2001 1000
4E 02 2042		50571353	50571353
15.03.2012	**	50571353	50571353
15.09.2012	57467446	50571360	108038806
15.03.2013	57467446	47410650	104878096
15.09.2013	57467445	44249940	101717386
15.03.2014	57467446	41089230	98556676
15.09.2014	57467446	37928520	95395966
15.03.2015	57457446	34767810	92235256
15.09.2015	57467446	31607100	89074546
	15.09.2012 15.03.2013 15.09.2013 15.03.2014 15.09.2014 15.03.2015	15.09.2012     57467446       15.03.2013     57467446       15.03.2013     57467446       15.03.2014     57467446       15.03.2014     57467446       15.03.2015     57467446	15.09.2012         57467446         50571360           15.03.2013         57467446         47410650           15.09.2013         57467446         44249940           15.03.2014         57467446         41089230           15.09.2014         57467446         37928520           15.03.2015         57467446         34767810

12	15,03,2016	57467446	28446390 i	85913836
13	15.09.2016	57467446	25285680	82753126
14	15.03.2017	57467446	22124970	79592416
15	15.09.2017	57467446	18964260	76431706
16	15.03.2018	57457446	15803550	73270996
17	15.09.2018	57457446	12642840	70110286
18	15.03.2019	57467446	9482130	66949576
119	15.09.2019	57467446	6321420	63788866
20	15.03.2020	57467446	3160710	60628156

### SPECIAL/ADDITIONAL TERMS AND CONDITIONS OF SUB-DIVISION /ALLOTMENT:

(i) Since the division of the plot No.GH-5/A, Sector-78, NOIDA admeasuring 49,918.95 Sq Mtrs has been approved in favour of special purpose company namely M/s ANTRIKSH DEVELOPERS & PROMOTERS PRIVATE LIMITED, therefore the Directors/Members/Shareholders of the special purpose company will be as under as per MOA dated 04.05.2010:-

#### LIST OF DIRECTORS

SI. No.	NAME .	RESIDENCE ADDRESS
1		21/f/17, Sector-8, Robini, New Delhi-110085
2		93, Amba Enclave, Sec-9, Rohini, New Delhi

#### LIST OF MEMBERS/ SHAREHOLDERS

SI.	NAME OF MEMBERS/ SHAREHOLDER	%AGE OF SHAREHOLDING	Status
1	M/s Antriksh Engineers	50%	Lead
273	Construction Corporation .	, j Ews	Member
2	M/s Vyom Infrastructures	10%	Relevant
	and Projects Pvt. Ltd.		Member
3	M/s Ocean Realcon Pvt. Ltd.	10%	Member

(ii) A separate application for sanction of Building Plans shall be submitted by the allottee/lessee to the NOIDA for the sub divided plot no.GH-05/A Sector-78, NOIDA for an area of 49,918.95 sq. mtrs. (iii)

The ground coverage, FAR, Set Back, Height, Green Area and Parking shall be allowed as per terms and conditions of brochure/ allotment /lease deed and the Building Regulations and Bye-laws of the NOIDA.

Lease deed for plot No.GH-05/A, Sector-78, NOIDA (iv) shall be executed and registered, separately and the possession of the same shall be handed over thereafter on or before 13,06.2010.

The allottee/lessee shall be required to complete the (v) project in the specified period and shall obtain the completion certificate from the Building Cell of the NOIDA, as prescribed in the terms and conditions of brochure of the scheme/allotment/lease deed/ building-bye laws.

The Set Backs (front and other three sides) shall be (vi) allowed as per Building Byc Laws and Regulation

Prevailing at present.

The above permission is being issued with the prior approval of competent authority and all other remaining terms and conditions of the brochure of the Scheme Code-GH-2010-(I) and allotment letter No. NOIDA / GHP/2010-(I) /2010/5204 dated 16/03/2010, shall be applicable.

s faithfully,

ASSTT. GENERAL MANAGER (GHP)

#### Copy to : -

1. Chief Project Engineer, NOIDA along with a photocopy of the approval of the competent authority

2. Chief Architect Planner, NOIDA along with a photocopy of the

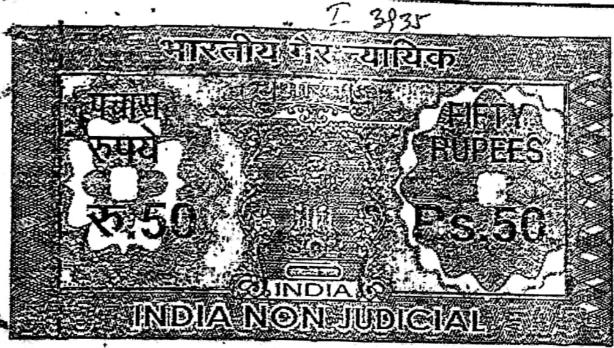
approval of the competent authority.

3. Concerned Project Engineer-I, NOIDA along with a photocopy of the approval of the competent authority and a copy of the proposed layout plan, duly diviced, with the request to provide of the site plan of divided plot No.GH-05/A and GH-03/B actor-78.

Accounts Officer, GHP, NOIDA along with a photocopy of the approval of the competent authority.

5. M/s ANTRIKSH DEVELOPERS & PROMOTERS PRIVATE LIMITED, 34/C-8, Sector-8, Rohini, New Deihi-110085.

ASSTT. GENERAL MANAGER (GHP)



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HOUSING PLOT NO.GII-05/A SECTOR-78, NOIDA, DISTT.
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#### LEASE DEED

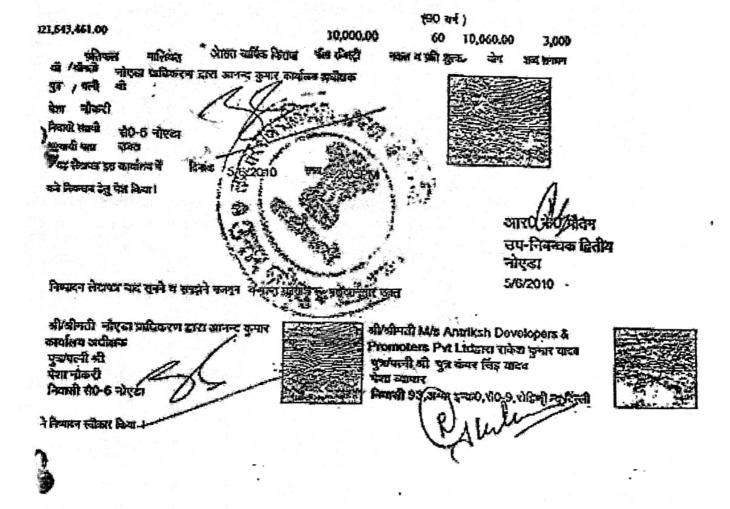
This Lease Deed made on 4th day of June, 2010 (Two thousand and ten) between the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh (noustrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns of the one part and M/s ANTRIKSH DEVELOPERS & PROMOTERS PRIVATE LIMITED, a Special Purpose Company, within the meaning of Companies Act, 1956 baving its registered office at 34/C-8, Sector-8, Rohim, New Delhi-11008S, through its Authorized Signatory SH, RAKESH KUMAR YADAV S/O SHRI KANWAR SAIGH YADAY (DIRECTOR), R/o 93, AMBA ENCLAVE, SEC-9, ROHINI, NEW DELHI duly authorized by the Board of Directors vide Resolution dated 03.05.2016 hereinafter called the Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the Plot No GH-05/A Sector-78 NOIDA (Sub Divided Plot of Plot No. GH-05 Sector-78) on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the **CONSORTIUM CONSISTING OF-MIS ANTRIKSH ENGINEERS** ATS CORPORATION.(LEAD MEMBER), Mis CONSTRUCTION M/s VYOM (RELEVANT MEMBER). LTD. INFRASTRUCTURE INFRASTRUCTURES & PROJECTS PRIVATE LIMITED (RELEVANT MEMBER), M/S OCEAN REALCON PRIVATE LIMITED (RELEVANT MEMBER), M/S SUNSHINE INFRATECH PRIVATE LIMITED (RELEVANT MEMBER) & MIS PARAM DAIRY LTD (RELEVANT MEMBER) the plot NO. GH-65, SECTOR-78, NOIDA, after fulfilling the terms and conditions prescribed in the brochure of Group

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Housing Scheme Code GH-2010 (I) and its corrigendums, vide Reservation Letter No. NOIDA/GHP/2010(I)/2010/5153 dated 10/03/2010 and Allotment Letter No. NOIDA/GHP/GH-2010(I)/2010/5204 dated 16/03/2010 & for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

AND WHEREAS the lessor approved the sub division of Group Housing Plot No. GH-05, Sector-78 as GH-05/A, Sector-78 (admeasuring to 49918.95 sq mir) & GH-05/B, Sector-78 (admeasuring to 21393.83 sq mir) and the name and status of M/s ANTRIKSH DEVELOPERS & PROMOTERS PRIVATE LIMITED as Special Purpose Company, on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, to develop and marketing the project on demarcated plot No.GH-05/A, Sector-78, NOIDA measuring 49,918.95 sq. patrs vide letter No NOIDA/GHP/GH-2010(I)/Z010/9112 dated 28<sup>TH</sup> MAY, 2010.

### AND WHEREAS the lessee is a Special Purpose Company comprising of LIST OF MEMBERS/ SHAREHOLDERS

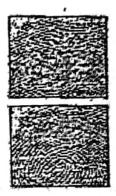
SI. NO.	NAME OF MEMBERS/ SHAREHOLDER	%AGE OF SHAREHOLDING	Ştatus
1	M/s Antriksh Engineers Construction Corporation	50%	Lead Member
2	M/s Vyom Infrastructures and Projects Pvt. Ltd.	19%	Relevant Member
3	M/s Ocean Realcon Pvt. Ltd.	10%	Member

And it has been represented to the lessor that the Special Purpose Company members have agreed amongst themselves that M/S ANTRIKSH ENGINEERS CONSTRUCTION CORPORATION, having its registered office at 34/C-8, SECTOR-8, ROHINI, NEW DELHI-110085 shall remain always be the Lead Member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead-Member Shall continue to hold at least 51.00% of the shareholding and the "Lead-Member Shall continue to hold at least 51.00% of the shareholding and the "Lead-Member Shall continue to hold at least 51.00% of the

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प्रिस्की प्राप्त की विभिन्न कुमार प्राप्त के प्रतिकार सीएनी एस पियादन के हाएकर विभाव 433दी, से0-29, मोएका व को एंज़िय पाटन प्राप्त पाटन प्राप्त का प्राप्त किया मेंदिर मही ने0-3 मीजपुर दिस्ली ने थी।



आर्प किए श्रीतर्म उप-निबन्धक द्वितीय जोएडा 5/6/2010



occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

## IL NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. This in consideration of the total premium of Rs 102,16,43,460.74 (Rupees One Hundred Two Crore Statest Lac Forty Three Thousand Four Hundred Sixty & palse Seventy Four only) out of which 10% of i.e. Rs. 10,21,64,346.00 (Rupees Ten Crore Twenty One Lac Sixty Four Thousand Three Hundred Forty Six only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moretorium of 24 months from the date of allowness and only the interest @ 11% per annum compounded half yearly accrued during the moretorium period, shall be payable in equal half yearly instalments. After expiry of moretorium period, the balance 90% premium Le. Rs. 91,94,79,114,74 (Rupees Ninety One Crore Ninety Four Lac Suventy Nine Thousand One Hundred Fourteen & Palse Seventy Four only) of the plot along with interest will be paid in 16 half yearly instalments in the following marker:

	L DUE	INSTALMENT	INTEREST	TOTAL
N	O DATE	(in Rs.)	(in Rs)	(in Rs.)
1	15.09.2010	_ =	- 50571353	50571353
2	15.03.2011	4-	50571353	50571353
3	15.09.2011	-	50571353	50571353
4	15.03,2012	- w.	50571353	50571353
5	15.09.2012	57467446	50571360	108038806
6	15.03.2013	57467446	47410650	104878095
7	15.09.2013	57467446	44249940	101717386
8	15.03.2014	57467440	41089230	98556676
9	15.09.2014	57467446	37928520	95395966
10	15.03.2015	57467446	34767810	92235256
111	15.09,2015	57467446	31607100	89074546
12	15.03.2016	57467446	28446390	85913836
13	15.09.2016	57467446.	25285680	82753126
14	15.03.2017	57467446	22124970	79592416
15	15.09.2017	57467446	18964260	76431706
16	15.03.2018	57467446	15803550	73270996
17	15.09.2018	57467446	12642840	70110286
18	15.03.2019	57467446	9482130	66949576
19	15.09.2019	57467448	6321420	63788856
20	15.03.2020	57457446	3160710	60628156

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For Antikah Hereloptica Maria

Director

In case of default in depositing the installments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

All payment should be made through a demand draft/pay order drawn in favour of 'NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY' and payable at any Scheduled Bank located in New Delhi/Noida. The Lessee should clearly Indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.

Premium referred to in this document means total amount payable to the Lessor for the allotted plot.

All payments should be remitted by due date, in case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.

The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.

The amount deposited by the lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the lessee contrary to this will be entertained.

#### . A. EXTENSION OF TIME

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

Director

or Arbikas Developers in

any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

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

- a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of MARCH for each year the yearly lease rent indicated below - n
  - (i) The lessee has paid Rs. 1,02,16,434,60 say 1,02,16,435,00 as lease rent being 1% of the plot premium for the first year of lease period
  - (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
  - (iii) The lease rent shall be payable in advance every year First such payment shall fall due on the date of execution of the lease deed and thereafter, every year, on or before the last date of the previous financial year
- (iv) Delay in payment of the advance lease rent will be subject to an interest @14% per annum compounded half yearly on the defaulted amount and for the defaulted period
- (v) The lessee will have the option to pay loase rent equivalent to 11 years

  @1% per year relequivalent to 11% of the total premium of the plot as

  'One Time Lease Rent' unless the NOIDA decides to withdraw this
  facility On payment of 'One Time Lease Rent' no further annual lease

  rent would be required to be paid for the balance leave period. This

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option may be exercised at any time during the lease period, provided the allottee has paid the eadler lease rent due and lease rent already paid will not be adjusted in the "One Time Lease Rent" option

- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case lessee fails to pay the above charges it would be obligatory on the part or its members/ sub-lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads. Parks etc as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the lessor. Further transfer sub-lease shall be governed by the transfer policy of the Lessor.
  - Such allottee/sub lessee should be citizen of India and competent to contract
  - ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity
  - iii) The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However after making payment of premium of the plot to the lessor as per schedule specified in the lease deed

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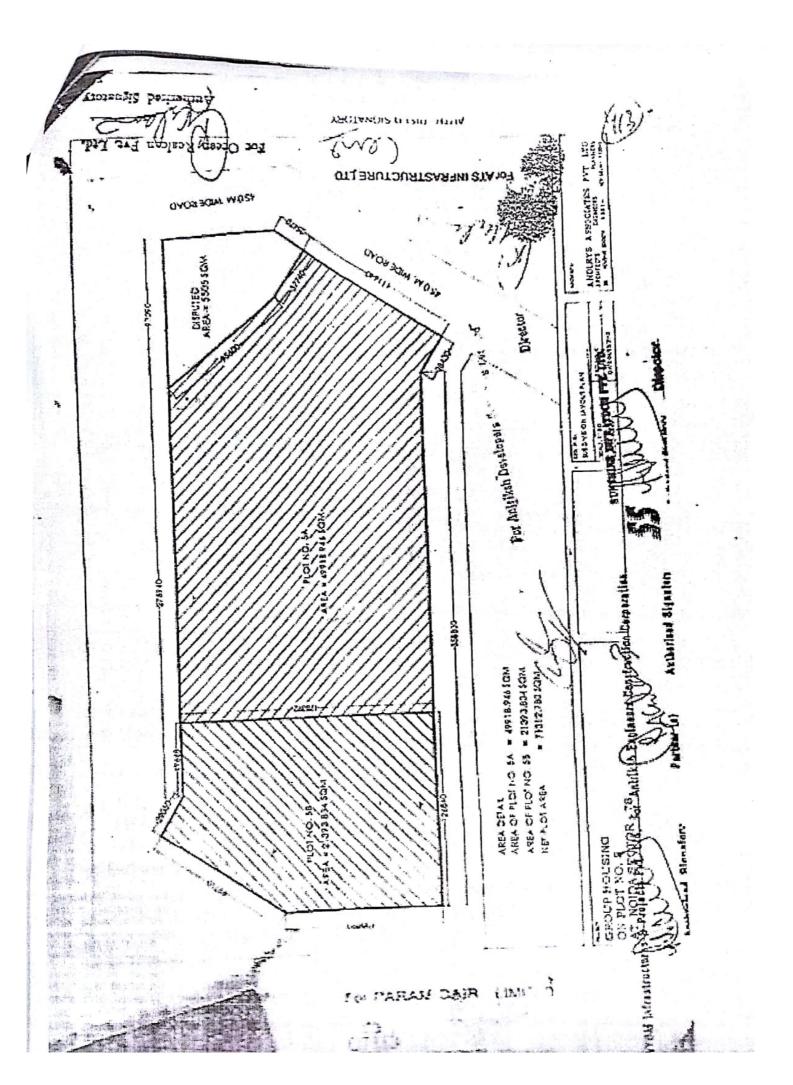
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आज दिनांक <u>05/06/2010</u> को बही सं. <u>1</u> जिल्द सं <u>2790</u> पृद्ध सं <u>31</u> से <u>72</u> पर कमांक <u>3935</u> रजिस्ट्रीकृत किया गया ।

> SHTO SO FRATA SUB-KEGISTRAK-U NOIDA

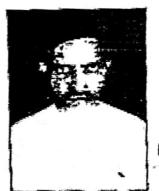
> > 5/8/2010





## 'फोटो व धरताक्षर वैंक द्वारा प्रमाणित करन का प्रारूप'

औ/श्रीमती/कु KAKES11 Kumai Yana के फोटा प्रमाणित किया जाता है।



Lokuh kumar kadn

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फोटो प्रमाणित करने वाले अधिकारी के हस्तावर

पद नाम व मोहर।

(फोटो लगाने के बाद मोहर हरताक्षर करवाये जाये)

इसके अतिरिक्त तीन फोटो चिपकार्ये अलग से प्रस्तुत करें।

श्री/श्रीमती/कु <u>KAKESH KOMAK YADAU</u> के नमूना हरताक्ष प्रमाणित किये जाते हैं।

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हस्ताक्षर प्रमाणित करने वाले बैंक अधिकारी के हस्तीक्षर, पद नाम तथा मोहर।

उक्त मात्र प्रारूप है। फोटो व हस्ताधर अलग कागज पर उद्यवा जक्त फोटो कापी पर प्रमाणित करणकर प्रस्तृत किये जा सकते हैं।