

## Government of Uttar Pradesh

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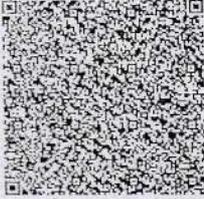
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₹12,54,08,000

Certificate No. : IN-UP23332639705265W  
 Certificate Issued Date : 15-Oct-2024 04:02 PM  
 Account Reference : NEWIMPACC (SV)/ up14001704/ GREATER NOIDA/ UP-GBN  
 Unique Doc. Reference : SUBIN-UPUP1400170409198768650691W  
 Purchased by : PURVANCHAL PROJECTS PRIVATE LIMITED  
 Description of Document : Article 35 Lease  
 Property Description : PLOT NO.-GH-1A/1, SECTOR-22D, YEIDA DISTT.G.B.NAGAR UP  
 Consideration Price (Rs.) :  
 First Party : YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY  
 Second Party : PURVANCHAL PROJECTS PRIVATE LIMITED  
 Stamp Duty Paid By : PURVANCHAL PROJECTS PRIVATE LIMITED  
 Stamp Duty Amount(Rs.) : 12,54,08,000  
 (Twelve Crore Fifty Four Lakh Eight Thousand only)



CERTIFICATE LOCKED



Please write or type below this line

For PURVANCHAL PROJECTS,PVT. LTD.

*Johar Ali*  
 Johar Ali  
 Authorised Signatory

प्रबंधक (सम्पत्ति)  
 यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

QE 0020382085

## Statutory Alert.

- The authenticity of this Stamp certificate should be verified at [www.shilestamp.com/](http://www.shilestamp.com/) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



## LEASE DEED



This lease deed is made on this the 15 day of 10 (month) 2024 (year) by and between **Yamuna Expressway Industrial Development Authority**, an Authority constituted under the provisions of the U.P. Industrial Area Development Act 1976 and having its Office at, First Floor Commercial Complex, Block- P2, Sector-Omega-1, Greater Noida City, Distt Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as "LESSOR" which expression unless repugnant to the context, shall mean and include its successors)

AND

M/s. **Purvanchal Projects Private Limited (PAN No.- AAFCP4046B)**, A company within the meaning of Companies Act, 1956, having their Registered Office at Purvanchal Plaza, **LSC A-7, 2<sup>nd</sup> Floor, Mayur Vihar, Phase 2, New Delhi – 110091** and corporate office at **Purvanchal Business World, A – 103, Sector 136, Noida, UP - 201305** through its Authorized Signatory **Mr. Johar Ali S/o Mr. Syed Ali (AADHAR No. XXXX XXXX 9768) R/o B1/1512-A, Tower No. 14, Purvanchal Royal Park, Sector-137, Noida, Gautam Budh Nagar-201304** duly authorized by its Board of Directors vide Board resolution dated **04/09/2024** (hereinafter called the "LESSEE"), which expression, unless the context does not so admit, shall include its executors, successors in office, administrators, representatives and permitted assigns of the other part;

WHERE AS, 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 institutional area.

AND WHEREAS, the LESSOR has agreed to demise and the LESSEE has agreed to take on lease the said plot of land numbered as Plot No. **GH-1A/1, Sector 22D, Yamuna Expressway Industrial Development Authority, admeasuring area- 40,000.00 square meters (However, as per Letter Ref no. Y.E.A / Builders / 3758 / 2024 dated 27.09.2024 and Letter Ref no. Y.E.A / Builders / 3728 / 2024 dated 18.09.2024 & Lease plan, the actual area of land is 42,406.00 square meters)**, on the terms and conditions hereinafter appearing for the purpose of constructing Group Housing / Builders Residential Buildings as per the land use set out in the Brochure of Scheme **YEA-GH-07/2024** and as per the Buildings plans to be got approved by the LESSEE from the LESSOR.

**NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:**

I. That in consideration of:

- (a) The total premium of the plot (having revised area of **42,406.00 S.Q.M** as per Allotment Letter Ref no. **YEA/GH07/3729/2024** dated **18.09.2024** and Letter Ref no. **Y.E.A/Builders/3728/2024** dated **18.09.2024** and Letter Ref no. **Y.E.A/Builders/3758/2024** dated **27.09.2024** & Lease plan) is Rs.

प्रबन्धक (सम्पत्ति)

यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

For PURVANCHAL PROJECTS PVT. LTD.

Johar Ali  
Authorised Signatory

1,58,57,15,122/- (Rupees One Hundred Fifty-Eight Crore Fifty-Seven Lacs Fifteen Thousand One Hundred and Twenty Two only) including **excess area** Premium Amount out of which the Lessee has duly paid Rs. **13,53,00,000/-** (Thirteen Crore Fifty-Three Lacs only) as Registration / Earnest Money and the lessee has duly paid Rs. **45,70,15,416/-** (Rs. Forty-Five Crore Seventy Lacs Fifteen Thousand Four Hundred and Sixteen only) After 1% TDS deduction vide Online Challan Copy Form No. **69039** dated 12.08.2024 and in addition to this the lessee has also paid the total entire Excess Area Premium Amount of Rs. **8,90,69,431/-** (Eight Crore Ninety Lacs Sixty-Nine Thousand Four Hundred and Thirty-One Only) After 1 % TDS deduction vide Online Challan Copy Form No. **73290** dated 19.09.2024, the receipt whereof the LESSOR do hereby acknowledge and the balance amount to be paid as per payment plan below mentioned along with interest @ 10 % p.a. and in the event of default in payment of installment, interest @10+3% per annum compounded every half yearly would be chargeable for the delayed period:

No Of Installment	Due Date	Interest Rate	Principal (A)	Interest (B)	Installment (A+B)
Installment - 01	24.01.2025	10.00%	8,97,44,760.00	4,52,41,194	13,49,85,954
Installment - 02	24.07.2025	10.00%	8,97,44,760.00	4,00,53,209	12,97,97,969
Installment - 03	24.01.2026	10.00%	8,97,44,760.00	3,61,92,955	12,59,37,715
Installment - 04	24.07.2026	10.00%	8,97,44,760.00	3,11,52,496	12,08,97,256
Installment - 05	24.01.2027	10.00%	8,97,44,760.00	2,71,44,716	11,68,89,476
Installment - 06	24.07.2027	10.00%	8,97,44,760.00	2,22,51,783	11,19,96,543
Installment - 07	24.01.2028	10.00%	8,97,44,760.00	1,80,96,478	10,78,41,238
Installment - 08	24.07.2028	10.00%	8,97,44,760.00	1,34,24,833	10,31,69,593
Installment - 08	24.01.2029	10.00%	8,97,44,760.00	90,48,239	9,87,92,999
Installment - 10	24.07.2029	10.00%	8,97,44,760.00	44,50,357	9,41,95,117
			89,74,47,600.00	24,70,56,260	1,14,45,03,860

प्रबंधक (सम्पत्ति)  
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

For PURVANCHAL PROJECTS PVT. LTD.

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पट्टा विलेख(30 वर्ष से अधिक)

वही सं०: 1

रजिस्ट्रेशन सं०: 33728

वर्ष: 2024

प्रतिफल- 1791541000 स्टाम्प शुल्क- 125408000 बाजारी मूल्य - 1791541000 पंजीकरण शुल्क - 17915410 प्रतिनिपिकरण शुल्क - 140 योग : 17915550

श्री मैसर्स पूर्वाचल प्रोजेक्ट्स प्रा० लि० द्वारा  
जोहर अली अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री सैय्यद अली  
व्यवसाय : अन्य  
निवासी: बी1/1512-ए, टावर नं० 14, पूर्वाचल रायल पार्क सैक्टर-137, नोएडा जिला गौतमबुद्ध  
नगर

*Johar Ali*



श्री, मैसर्स पूर्वाचल प्रोजेक्ट्स प्रा० लि० द्वारा

जोहर अली अधिकृत पदाधिकारी/  
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 17/10/2024 एवं  
11:01:30 AM बजे  
निबंधन हेतु पेश किया।

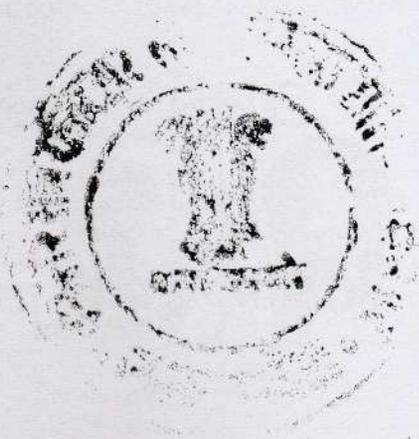
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Prem Prakash Singh*

प्रेम प्रकाश सिंह  
उप निबंधक :सदर ग्रेटर नोएडा  
गौतम बुद्ध नगर  
17/10/2024

अनुपम मांगलिक  
निबंधक लिपिक  
17/10/2024

प्रिंट करें



Notes: - 1. Calculation has been done as per Brochure Scheme Code - YEA-GH-07/2024 Interest will be charged as per prevailing rate of YEIDA from time to time.

- (a) Payment of annual lease rent, which at present is calculated at the rate of 1% of the total premium of the plot and the LESSEE has paid **one year lease rent** in advance i.e. Rs. **1,34,61,714/-** (Rupees One Crore Thirty Four Lacs Sixty One Thousand Seven Hundred and Fourteen only) after 1% TDS Deduction vide Online Challan Copy Form No. **73291** dated 19.09.2024 and the Lessee has also paid **One Time Lease Rent amount of the Total Excess Area** in advance i.e. Rs. **97,97,637/-** (Ninety-Seven Lacs Ninety-Seven Thousand Six Hundred and Thirty-Seven Only) after 1% TDS Deduction vide Online Challan Copy Form No. **73289** dated 19.09.2024. In case of default of the payment of the lease rent the LESSEE shall have to pay interest @ 10+3% p.a. compoundable six monthly on the defaulted amount for the period of default, and
- (b) The observance and performance of the covenants on the part of the LESSEE the LESSOR doth hereby demise and lease to the LESSEE, all that plot of land numbered as Plot No.-GH-1A/1, Sector 22D allotted under the Scheme Code **YEA-GH-07/2024** situated in Yamuna Expressway Industrial Development Authority, District Gautam Budh Nagar, (U.P.) admeasuring area **42,406.00 square meters** And which said plot is more clearly delineated and shown in the attached plan and marked red and bounded: -

Allotment No. **YEAGH072024/01**

ON THE NORTH BY  
ON THE SOUTH BY  
ON THE EAST BY  
ON THE WEST BY

AS PER LEASE PLAN ATTACHED

And to hold the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the LESSEE for a term of 90 (Ninety) years commencing from the date hereof except and always reserving to the LESSOR on the terms and conditions set out hereinafter in this lease deed.

**AND THE LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:**

- 1 The demised plot is allotted and leased on "As is where is basis"
- 2 The LESSOR reserves the rights to all mines, minerals, coals, washing golds, earth oils, quarries in or under the plots and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon provided always, that the LESSOR shall

प्रमुख (सम्पत्ति)  
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

For PURVANCHAL PROJECTS PVT. LTD.

Johar Ali  
Authorised Signatory

बही सं०: 1

रजिस्ट्रेशन सं०: 33728

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पदटा दाता: 1

श्री यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण गजेन्द्र सिंह के द्वारा प्रमोदी नाथ, पुत्र श्री रामदास  
निवासी: यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण जिला गौतमबुद्ध नगर  
व्यवसाय: नौकरी



पदटा गृहीता: 1

श्री मैसर्स पूर्वांचल प्रोजेक्ट्स प्रा० लि० के द्वारा जोहर अली, पुत्र श्री सैय्यद अली  
निवासी: बी1/1512-ए, टावर नं० 14, पूर्वांचल रायल पार्क सैक्टर-137, नोएडा जिला गौतमबुद्ध नगर  
व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री जश्वीर सिंह, पुत्र श्री अंगने सिंह

निवासी: 39, विलेज दरौरा, फर्रुखाबाद, उ० प्र०

व्यवसाय: अन्य



पहचानकर्ता: 2

श्री जियाउररहमान फारूकी, पुत्र श्री एम फारूकी

निवासी: मोहल्ला कोइरियापार, मऊ, उ० प्र०

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रेम प्रकाश सिंह

उप निबंधक : सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

17/10/2024

अनुपम मांगलिक

निबंधक लिपिक गौतम बुद्ध नगर

17/10/2024

ने की। प्रत्यक्षतः भद्र साहित्य के निशान अंगठे नियमानुसार लिए गए हैं।  
टिप्पणी:

प्रिंट करें

make reasonable compensation to the allottee /LESSEE for all damages directly 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 applicant.

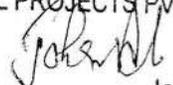
### 3 Payment Schedule:

- 3.1 Allottee shall have to deposit 10% as Earnest Money Deposit.
- 3.2 Allottee shall have to deposit 40% of total Premium/Cost of the Group Housing Plot after adjusting the earnest money deposited earlier at the time of submission of application/bid within 60 days of issuance of Allotment Letter.
- 3.3 The time extension to deposit allotment money for 60 days shall be allowed in exceptional conditions by the Chief Executive officer with penal interest @10.0%+3.0%=13.0% per annum (as per prevailing rate of interest) for the defaulted amount for defaulted period.
- 3.4 In case the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of Group Housing Plot shall be deemed cancelled, and money deposited as Earnest Money shall be forfeited.
- 3.5 Balance 60% of total premium amount shall have to be paid in 5 years in 10 half yearly instalments with interest at the rate of 10.0% per annum. The first such instalment will come due after six months of date of issue of allotment letter. It is made clear that in case of default in payment as per schedule, an additional penal interest@ 3% compounded half yearly shall be payable along with 10.0%+3.0%=13.0% per annum on the defaulted amount for the defaulted period with applicable GST. It shall be the responsibility of the Allottee to deposit the due instalment on due date. If the last date of deposit is a bank holiday, then the allottee shall deposit the instalment on the next working day and it shall be treated as last date of deposit.

Note: Interest @ 10.0% per annum is applicable from 1st Jan 2024 subject to the revision on 1st January and 1st July of each year as per G.O. No. 1 567/77-4-20 36N/20 dated 09 June 2020.

- 3.6 The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the outstanding Lease Rent, if any, and then towards premium due.
- 3.7 Any payment due to the LESSOR on any account whatsoever shall constitute a charge on the demised premises within the meaning of the Transfer of property Act and the same shall be recoverable as arrears of land revenue.

For PURVANCHAL PROJECTS PVT. LTD.



Johar Ali  
Authorised Signatory

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प्रबन्धक (सम्पत्ति)  
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

4 Other conditions:

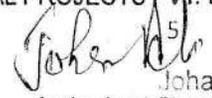
- 4.1 Payments can be made with online through Authority's website @ [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com) and download challan through portal.
- 4.2 The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Gautam Budh Nagar) for execution of the Lease Deed in treasury of district Gautam Budh Nagar.
- 4.3 The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
- 4.4 After depositing the dues online through Authority's website @ [www.yamunaexpresswayauthority.com](http://www.yamunaexpresswayauthority.com) after downloading challan through portal.
- 4.5 The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the outstanding Lease Rent, if any, and then towards premium due.
- 4.6 The Allottee/Lessee shall not claim/entitled for any benefit/relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of instalment shall not be changed in any case and Allottee/Lessee shall have to pay due instalment along with interest on due date.
- 4.7 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 YEIDA on the rate as applicable on the prevailing rates or bid price post e-auction, whichever will be higher, of additional land. The rate calculated by YEIDA will be final and binding on the Allottee.
- 4.8 In case of any increase in the rate of land etc. acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government or by way of any settlement, the Allottee/Lessee shall be bound to pay such additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

**Note:** As per YEIDA office order No. YEA/Fin./1333/2023 dated 06.01.2023 letter, interest 10% per annum is applicable from 1<sup>ST</sup> Jan, 2024 which is subject to revision. Revision on 1<sup>ST</sup> January and July of each year as per G.O. No. 1 567/77-4-20-36N/20 dated 09 June 2020. In case of revision the revised order shall prevail. In case of any default, 3%



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यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

For PURVANCHAL PROJECTS PVT. LTD.

  
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Authorised Signatory

additional penal interest shall also be charged.

## 5 Lease Rent

- 5.1 In addition to the total premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below:
- 5.1.1 The Lease Rent will be 1 % of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.
- 5.1.2 After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future. No separate notice shall be given in this regard.
- 5.1.3 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.
- 5.1.4 In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of YEIDA, from time to time (current rate shall be 3% + 10% p.a. as of 1st of Jan 2024 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision by YEIDA.
- 5.1.5 The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% of the total premium of the plot) as one-time Lease Rent unless the Authority decided 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 no outstanding lease rent arrears. It is made clear that Lease Rent already paid and /or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

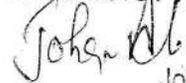
## 6 Amalgamation/Sub-division

- 6.1.1 No amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.

## 7 Implementation & Extension:

- 7.1 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of YEIDA.

For PURVANCHAL PROJECTS PVT. LTD.

  
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- 7.2 Physical possession of the plot as per duly approved building plan and inform in writing to YEIDA about timely completion of the approved project.
- 7.3 The Allottee will adhere to the schedule of construction and completion of the project as given in the Data Sheet and inform the Authority in writing in the prescribed format.
- 7.4 The lessee is required to submit Building Plan together with the detail layout plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession.

Date of execution of lease deed shall be treated as the date of possession. The land development and internal developments have to be completed by the lessee within 3 years from the date of possession to the satisfaction of the Lessor. The lessee/ Sub-lessee shall commence the construction of the F.A.R within 12 months from the date of possession.

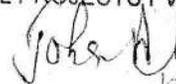
The lessee shall be required to complete the construction of minimum of the total F.A.R. (As defined in the Building Byelaws) of the allotted plot as per approved layout plan and get completion certificate of the first phase accordingly issued from the building cell of the Authority within a period of three (3) years from the date of execution of lease deed. Time limit for obtaining Completion Certificate for Final Phase of the project shall be 7 years from the date of execution of Lease Deed.

- 7.5 No Completion Certificate or Occupancy Certificate shall be issued by the Authority until all outstanding towards premium, Lease rent etc. have been duly paid to the Authority.
- 7.6 Extension for completion may be granted by the authority as per the Prevailing Policy of YEIDA at the time of submission of extension request letter by the allottee and after payment of prescribed fees/charges. The current extension charges, for reference of the applicant/bidder, on the pro-rata land applicable for construction period shall be applicable as per prevailing norms.

1. The current norms (First Phase - First Phase shall mean construction of minimum of the total F.A.R as per Building Byelaws.) for reference of the applicant are as follows:

Sr. No.	Number of years	Time Extension charges
1	1 <sup>st</sup> Year (Fourth year after Lease deed)	1%
2	2 <sup>nd</sup> Year (Fifth year after Lease deed)	2%

For PURVANCHAL PROJECTS PVT. LTD.

  
Johar Ali  
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2. Failure to complete first phase in the first five years may lead to cancellation. Under exceptional circumstances, CEO, YEIDA at their discretion may allow a time extension beyond the 2nd year with the following charges on the pro-rata land:

Sr. No.	Number of years	Time Extension charges
1	3 <sup>rd</sup> Year (Sixth year after Lease deed)	4%
2	4 <sup>th</sup> Year (Seventh year after Lease deed)	6%

3. However, under no circumstances shall the time extension for first phase extend beyond seven years and such cases will face cancellation.

4. The current norms for penalty for construction of balance FAR for reference, the pro rata land time extension charges are mentioned below:

Sr. No.	Number of years	Time Extension charges for Balance FAR*
1	1 <sup>st</sup> Year (Eighth year after Lease deed)	1%
2	2 <sup>nd</sup> Year (Ninth year after Lease deed)	2%
3	3 <sup>rd</sup> Year (Tenth year after Lease deed)	3%
4	4 <sup>th</sup> Year (Eleventh year after Lease deed)	4%
5	5 <sup>th</sup> Year (Twelfth Year after Lease deed)	5%
6	6 <sup>th</sup> Year (Thirteenth Year after Lease deed)	6%

The maximum time limit for completion of whole projects is 13 years from the date of lease deed.

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\*Time extension charges for the Balance FAR shall be calculated on pro rata land after deducting the minimum permissible FAR.

YEIDA reserves the right to make any amendments or alteration as it finds expedient in the norms/orders specified above and all such amendments or alterations shall be binding on the lessee/allottee.

The prevailing building bye laws for minimum built up area (% of total permissible FAR) is as follows:

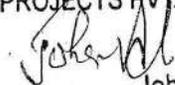
Size of Plots	Min. Built up Area (% of total permissible FAR)
Up to 4,000	50
4000 - 10,000	40
10,000 - 20,000	35
20,000 - 1, 00,000	30
1, 00,000 - 2, 00,000	25
2, 00,000 - 4, 00,000	20
Above 4, 00,000	15

Note: All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

- 7.7 In case of non-adherence to the aforementioned schedule for obtaining Completion Certificate from YEIDA, the plot shall be liable to be cancelled and/or lease shall be determined. On such cancellation/ determination, the total deposited amount or 40% of the total Premium will be forfeited, whichever is less, will be forfeited and the remaining amount after adjustment of all dues of authority if any, will be refunded without interest. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage. The lessor shall resume possession of the plot, along with any structure thereon, with the Allottee having no right of claim or compensation thereof.
- 7.8 The Allottee / lessee shall not put any of its Allottee of flat space into possession for any reasons whatsoever whether for fitment etc. prior to issue of Completion Certificate I Occupancy Certificate AND without clearing all dues.
- 7.9 The Allottee / lessee shall not be entitled to seek change / alteration under approved layout plans except in line with applicable bye-laws and all applicable statutory provisions like RERA etc.
- 7.10 Real Estate (Regulation and Development Act) 2016, UP Apartments ACT where applicable, and the rules made under it will be followed by the developer.

## 8 Development Norms:

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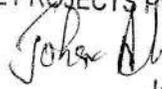
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- 8.1 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of YEIDA on the last day of Bid submission. In case of discrepancy between Building Byelaws/ Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of YEIDA shall prevail.
- 8.2 Please refer brochure Annexure 5.1: Clause no. 24.11 of Building Byelaws - Standard for facilities for Group Housing Projects.
- 8.3 In the event the LESSEE/ sub-LESSEE does not construct building within the time provided including extensions granted, if any, the lease/sub- lease deed as the case may be, shall be liable to be cancelled. LESSEE/Sub- LESSEE shall lose all rights to the demised premises and constructed Thereon.
- 8.4 The LESSEE at his own expense shall take permission for sewerage. Electricity and water connections from the concerned departments of the LESSOR or from any other the competent authority in this regard.
- 8.5 The demised premises and the building constructed thereon shall be used only for the purpose of Group Housing / Builders Residential Plots and the ancillary purpose permissible as per the approved building plans and for no other purpose whatsoever either in full or in part or any mixed use. Any violation of this condition of user shall constitute a breach of this lease deed. The LESSEE/sub LESSEE or any person claiming through them, as the case may be shall not do or offer to be done on demised premises or any part thereof, any act or thing which may be or grow to be a nuisance, damage, annoyance, or inconvenience to the LESSOR or the owners. Occupiers of other premises in the neighbourhood.
- 8.6 The Lessee/sub-LESSEE shall have the right to sub-lease the developed plot(s) and built up space the layout and building plans approved by the LESSOR at its own price on the standard tri partite sub lease agreements approved by the LESSOR.



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- 8.7 No transfer charges shall be applicable in case of sub-lease of the developed plot(s) and / or built up space. However, for each subsequent sales/transfer, the transfer charge as prevalent on the date of grant of permission to transfer, shall be payable to the LESSOR.

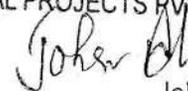
## 9 Permissible Norms

- 9.1 All the infrastructural services within the plot area only shall have to be provided by the Allottee.
- 9.2 All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
- 9.3 Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority (ies).
- 9.4 Provisions related to the protection of environment shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority (ies).
- 9.5 The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
- 9.6 All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of YEIDA and the amendments made there in from time to time.
- 9.7 Provision for minimum LIG & EWS housing in the project shall be as per the prevailing policy of YEIDA and Government of Uttar Pradesh.

## 10 Execution of Lease Deed

Lease deed shall be signed only after the deposit of 40% of the total premium discovered after the e-auction and one year's lease rent in advance. The premium shall be calculated based on the area as per lease plan, including variation, if any, on the date of signing of lease deed.

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- 10.1 The Allottee will be required to execute the Lease Deed of the plot within 60 days from the date of issue of check list which shall be issued soon after the acknowledgement of receipt of Allotment Letter and payment of the dues in accordance with the payment plan opted by the Allottee.
- 10.2 However, in exceptional circumstances, the extension of time for the execution of the lease deed and taking over possession may be permitted of time up to a maximum period of 180 days.
- 10.3 The extension will be subject to the payment of charges @ 5% p.a. with applicable GST of the total premium of the plot at the e-auction rate, which will be calculated on day-to-day basis. The date of execution of lease deed shall be considered as the date of taking over of physical possession and no plea contrary to this shall be entertained.
- 10.4 The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf.
- 10.5 Note: Extension of time and applicable penalties/fees/charges shall be calculated from due date of execution of lease deed.
- 10.6 In case of failure to execute the Lease Deed and taking over of possession within the above stipulated/extended time period of maximum of 180 days, the allotment shall be mandatory cancelled and the total deposited amount or 40% of total premium after e-auction, whichever is less, will be forfeited and the remaining amount after adjustment of all dues of authority if any, will be refunded without interest. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.
- 10.7 Documentation charges: All cost and expenses of preparation, stamping and registering of the legal documents and its copies and all other incidental expenses will be borne by the Allottee, who will also pay the stamp duty levied on transfer of Immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf.
- 10.8 Period of lease: 90 years from the date of execution of Lease Deed.

## 11 Location charges

- 11.1 In case the allotted plot is located on facing the green belts/parks location charges will be 5% of the premium
- 11.2 In case the allotted plot is located on corner location charges will be 5% of the premium.
- 11.3 In case the allotted plot is located on 30 mtr or more wide roads

- (up to 4000 Sq. Mtr.) & 45 Mtr. Or more wide roads (Above 4000 Sqm.) location charges will be 5% of the premium.
- 11.4 The location charges shall be payable by the allottee/lessee @5% of the total premium of each preferential location subject to a maximum of 15% of the total land rate. Location charges has been included in the reserve price  
Refer brochure clause no. 1.1.1 for total reserve price for each plot including applicable PLC.

## 12 Possession of the Plot

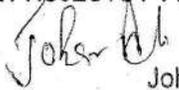
- 12.1 Possession of allotted plot will be handed over to the Allottee/ Lessee after execution and registration of Lease Deed.
- 12.2 Execution and registration of Lease Deed can be done only after payment of 40% of Total Premium of the plot and one-year Lease Rent, in advance.
- 12.3 For the purpose of payment of Lease Rent and other statutory/ obligations or scheme compliance, the date of physical possession shall be considered from the date execution of Lease Deed.

## 13 Variation in actual area of allotted plot

- 13.1 The area of the plot allotted or handed over may vary from the size of the plot in Allotment Letter/ applied for. If area of the plot in the Allotment Letter issued and actual area handed over to the Allottee / lessee is found to be more or less than the area intimated, a proportionate change in the amount of the Premium would be made. The Allottee has to accept the allotment, if the variation in the size of plot is up to 10% of the area applied for. No dispute/ objection by the lessee would be entertained on the ground of variation in the size of plot. Allottee/ lessee would have no right for change of plot or refund of money deposited by him on this account. If the variation between the plot area applied for and the area allotted is more than 10% and Allottee is unwilling to accept the enhanced or reduced area, the Allottee would have the right to decline the allotment and the deposits made with YEIDA would be refunded without interest, provided that the Allottee applies for refund within 30 days from the date of issue of Allotment Letter or within 30 days from the date of issue of checklist as the case may be.
- 13.2 With regard to the variation in the area of plot allotted, the applicant shall deposit the amount equivalent to the extended percentage of the total Premium of plot (discovered post e-auction) or prevailing allotment rate, whichever is higher
- 13.3 The Allottee/Lessee shall not claim/be entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of

  
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payment of instalment shall not be changed in any case and Allottee/Lessee shall have to pay due instalment along with interest on due date.

- 13.4 Variation in the cost of land: In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No- litigation incentive etc. to the farmers by order of the Court, by the Authority or by the State Government, the Allottee/Lessee will have to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

#### 14 As is where basis/ Lease period

- 14.1 The plots are offered for allotment on a "as is where is basis" on lease for period of 90 years starting from the date of execution of the lease deed. The Allottee shall be responsible for appropriate due diligence by visiting the plot before Bid submission. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

#### 15 Surrender

- 15.1 Surrender may be allowed by the YEIDA as per the prevailing policy of the Authority at the time of submission of Surrender request letter by the Allottee. The current prevailing policy for reference of the Applicant is as follows:
- 15.2 In case the successful bidder/ allottee wishes to surrender the allotment before the issuance of allotment letter or before 60 days after the issuance of allotment letter then the entire EMD will get forfeited.
- 15.3 During the bid process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit.
- 15.4 The date of surrender in the above case shall be the date on which the application for surrender is received. No subsequent claim on the basis of any postal certificate etc. will be entertained. The Allottee has to execute surrender deed, if Lease Deed / Transfer Deed has been executed then all the original legal documents are to be surrendered unconditionally to YEIDA.

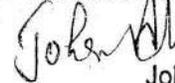
#### 16 Change in Constitution (CIC)

- 16.1 Change in Constitution (CIC) may be allowed by the CEO or its authorized officer of YEIDA on completion of required formalities as per the prevailing policy of the YEIDA at the time of Change in Constitution (CIC).



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- 16.2 In case of change in CIC of the Allottee, the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allottee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.
- 16.3 3.9.3 Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from YEIDA/ Lessor.

## 17 Change in Shareholding (CIS)

- 17.1 Change in Shareholding (CIS) may be allowed by the CEO or its authorized officer of YEIDA on completion of required formalities as per the prevailing policy of the YEIDA at the time of Change in Shareholding (CIS).
- 17.2 In case of change in CIS of the Allottee, the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allottee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.
- 17.3 Members of the Consortium shall have to maintain 100% shareholding/ownership till Completion Certificate for the entire project has been obtained from YEIDA/ Lessor.

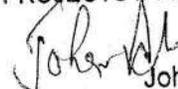
## 18 Sub-lease of Built-up spaces/units/flats

- 18.1 The allottee/lessee will be permitted to sub-lease only built-up space/units/flats, as per completion certificate, on the fulfilment of the following conditions:
- 18.1.1 Sub-lease of only Built-up space/flat/units will be allowed only after obtaining completion certificate for respective phase by the Lessee.
- 18.1.2 The sub-lessee undertakes to put to use the premises for the residential use only/ or use as defined in the approved sanction plan.
- 18.1.3 The dues of YEIDA towards the cost of land and one-time lease rent has been paid before executing of sub-lease deed of built-up premises.
- 18.1.4 An amount of Rs. 1,000/- shall also be payable against the processing fee.
- 18.1.5 The lease deed as per rules has been duly executed.



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- 18.1.6 The allottee/lessee has obtained occupancy/building completion certificate for the respective phase from the YEIDA.
- 18.1.7 The sub-lessees undertake to put to use the premises for the original permissible use only and the premises being sub-leased shall be as per completion certificate and are not part of any common area.
- 18.1.8 The lessee shall also execute a sub-lease deed between lessor, lessee and proposed sub-lessee. The lessee/sub-lessee shall also ensure adherence to the building regulations and directions of the YEIDA. All the terms and conditions of the allotment and lease deed shall be applicable and binding on sub-lessee as well.
- 18.1.9 All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee, lessee and sub-lessees.
- 18.1.10 The Sub-leased unit can be transferred subject to the approval of YEIDA on payment of Transfer Charges as applicable.
- 18.1.11 The Lessee/Allottee shall execute a Tripartite Sub Lease Deed of the superstructure and proportionate undivided interest in the land in favour of its allottee. The consideration therefor shall be receivable solely by the Lessee. The format of Tripartite instrument shall have to be got approved in writing from the Lessor.

**NOTE:** The allottee, lessee, sub-lessees are not eligible for any preferential allotment of any residential plot or house under various schemes of YEIDA

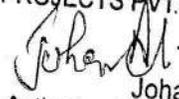
## 19 Transfer of Built up spaces/ units/ flats

- 19.1 The allottee/lessee/sub-lessee will be permitted to transfer only built-up space/units/flats, as per completion certificate, on the fulfilment of the following conditions:



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- 19.1.1 No transfer can take place except with prior written permission of Lessor/YEIDA.
- 19.1.2 Transfer can only be done built-up space/units/spaces as per completion certificate and are not part of any common area.
- 19.1.3 Transfer of built-up spaces/units/flats shall be as per the prevailing policy of the Authority.
- 19.1.4 Transfer of Built-up flat/units/spaces will be allowed only after obtaining completion certificate for respective phase by the Lessee.
- 19.1.5 The dues of YEIDA towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before executing of sub-lease deed of the flat.
- 19.1.6 First sale/transfer of a flat to an allottee shall be through a Sub-lease deed to be executed on the request of the Lessee to the Authority in writing.
- 19.1.7 No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
- 19.1.8 Processing fee, as applicable, in each case of transfer of flat in addition to transfer charges.

## 20 Role of YEIDA as per IBC 2016

- 20.1 Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, YEIDA will be treated a Secure Financial Creditor and this lease deed shall be a Financial /Capital Lease Deed.
- 20.2 Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottee shall be recovered through this procedure, treating Lessor/YEIDA as a Secure Financial Creditor.
- 20.3 All amounts that are payable by the Lessee/Allottee to the Lessor/YEIDA under the Lease Deed, whether towards the outstanding premium after e-auction shall constitute a financial debt within the meaning of the IBC, 2016 AND the same shall constitute a charge on the leased property within the meaning of T.P. Act and/or IBC, 2016.
- 20.4 The Lessee/Allottee expressly agrees that till such time all dues payable to the Lessor/YEIDA under these presents, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor/YEIDA, the leased premises shall remain a valuable security in the hands of the

Lessor/YEIDA so as to secure due payment under Lease Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee/Allottee agrees that possession of lease land is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessee/Allottee from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.

- 20.5 The Lessor/YEIDA shall always have first charge over the leased premise in contrast to every financial institution or Bank from whom the Lessee/Allottee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee/Allottee.

## 21 Maintenance

- 21.1 The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.
- 21.2 The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) will be personally and severely liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.
- 21.3 No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding or the Lessee or its Allottees I Sub-lessee).
- 21.4 The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, Bye-laws, directions and guidelines of YEIDA Industrial Development Authority framed/issued under the UP. Industrial Area Development Act 1976, RERA Act and UP apartments Act 2010 and Rules made therein, and any other Act and Rules, from time to time.
- 21.5 In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

## 22 Permission to Mortgage

- 22.1 Permission to mortgage may be allowed by the Lessor as per its prevailing policy, only after execution of Lease Deed and for completion of the project, if at all, as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ YEIDA on the date permission is granted.
- 22.2 In the event any Permission to mortgage is issued by the lessor, then this Lessor shall always hold the first charge and will remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016 in contrast of the Bank/ Financial Institution or Allottee of flat/built-up space.

## 23 Issue of Mutation Letter

- 23.1 Application for approval can be submitted by the Transferee at the concerned department along with the following documents:
- 23.2 A certified copy of the Transfer Deed duly executed by the Transferor.
- 23.3 Copy of Online downloaded challan from YEIDA portal against online payment of transfer charges with applicable GST.

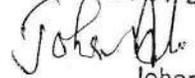
## 24 Misuse, Additions, Alterations, etc.

- 24.1 The Lessee/Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority without any payment.
- 24.2 The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- 24.3 If the Lessee/Sub-Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by YEIDA in this regard.

## 25 Indemnity

  
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- 25.1 The Allottee / Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying the Lessor/Authority and its officers and employees against all disputes arising out of
- 25.2 The non-completion of work
- 25.3 The quality and validity of development, construction, operations and maintenance
- 25.4 Any dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.
- 25.5 Any dispute or claim arising out of any allegation of infringement of any Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
- 25.6 Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser

## 26 Liability to Pay Taxes

- 26.1 The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

## 27 Overriding Power over Dormant Properties

- 27.1 YEIDA reserves the right to all mines, minerals, coals, washing gold, earth oils, 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 plot(s) or for the structure time being standing thereon, provided that, the Lessor shall make reasonable compensation to the Allottee /Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of Yelda on the amount of such compensation will be final and binding on the applicant.

## 28 Consequences of misrepresentation

- 28.1 If the allotment / lease have been found to be obtained by any

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यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

For PURVANCHAL PROJECTS PVT. LTD.

Johar Ali 20  
Authorised Signatory

misrepresentation, concealment, suppression of any material facts by the Applicant/ Bidder/ Lessee/Allottee/ Lessee/ Sub-Lessee, the allotment of plot shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Bidder/Applicant/ Lessee/Allottee/ Lessee/ Sub-Lessee shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

## 29 Cancellation of Lease Deed

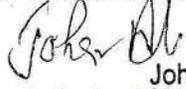
- 29.1 Cancellation of Lease Deed shall be as per the prevailing policy of the Authority. The current prevailing policy for reference of the Applicant is as follows:
- 29.2 In addition to the other specific clauses relating to cancellation/determination, YEIDA, will be free to exercise its right of cancellation/ termination of the allotment/ the lease of plot in case of the following-
- 29.2.1 Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
- 29.2.2 Any violation of the directions issued or of the rules and regulations framed by YEIDA or by any other statutory body.
- 29.2.3 In case of default on the part of the Applicant/Allottee/Sub-Lessee(s) or any breach/violation of the terms and conditions of the Scheme Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues or not completing the construction or making it functional within prescribed time.
- 29.3 If the allotment is cancelled on the grounds mentioned in under sub-clause Clause 29.2.1 or Clause 29.2.2 above, the entire deposits till date of cancellation shall be forfeited and possession of the plot shall be resumed by the Authority/ Lessor with structures thereon, if any and the allottee/ lessee will have no right to claim any compensation, thereof. Without prejudice to the aforesaid, the Authority shall also have the liberty to initiate legal action against such allottee/ lessee.
- 29.4 If the allotment is cancelled on the grounds mentioned in Clause 29.2.3 above, the total deposited amount or 40% of total premium after e-auction, whichever is less, will be forfeited and the remaining amount after adjustment of all dues of authority if any, will be refunded without interest. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage. No separate notice shall be given in this regard.
- 29.5 After cancellation of the plot as stated above, possession of the plot will be resumed by YEIDA, along with the structure

thereupon, if any, and the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lesseees will have no right to claim any compensation thereon.

### 30 Restoration

- 30.1 YEIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of YEIDA can restore the plots, if at all, as per the prevailing policy of the Authority as the time of submission of request letter after payment of applicable fees and charges.
- 30.2 The prevailing policy for reference of the Applicant is as follows:
- 30.2.1 This restoration clause/policy shall be only applicable for cases wherein the lease deed has been executed after payment of 60 percent.
- 30.2.2 The application of restoration of plots shall be made within 90 days from the date of cancellation.
- 30.2.3 The application for restoration shall be considered only if the allottee/applicant withdrawn any pending court case/suit instituted by him in case Court/ Rera /Consumer Forum and etc. against the YEIDA.
- 30.2.4 The decision about the restoration application of plots shall be taken within a period of 6 months after the date of cancellation.
- 30.2.5 The allottee will have to make up to date payments, dues, penalties and interest etc. as applicable till the date of restoration and including period of Cancellation.
- 30.2.6 The restoration charges will have to be paid @10% of the total premium of the plot (discovered post e-auction) or prevailing allotment rate, whichever is higher at the time of restoration application.

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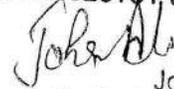
  
प्रमुख (सम्पत्ति)  
बनारस एकात्मिक औद्योगिक विकास प्राधिकरण

- 30.2.7 The allottee has to pay time extension charges as per terms of allotment/lease
- 30.2.8 The transfer of the Plot in whole or in part will not be allowed before obtaining the Completion Certificate of the complete project as per the terms mentioned in Lease Deed.
- 30.2.9 If the allottee has filed a case in the court of law against cancellation, then they will have to withdraw the case and will have to compensate the expenses to the Authority in regard to pursue the case.
- 30.2.10 The Allottee will submit project implementation schedule in the shape of affidavit.
- 30.2.11 The cancelled plot is not already allotted to another developer.
- 30.2.12 In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/non-permissible activities in future and closure/removal of illegal/unauthorized/non-permissible activities

### 31 Duty of Lessee to act, provide information etc.

- 31.1 The Lessee/Allottee agrees that it shall provide quarterly statement regarding the construction / to be constructed, allotment of flat/built-up space, together with the name of such allottee, flat no. and the terms of every such allotment of constructed flat space to the Lessor (Builder Buyer agreement).
- 31.2 The Lessee/Allottee shall execute a Tripartite Sub Lease Deed of the superstructure and proportionate undivided interest in the land in favour of its allottee. The consideration therefor shall be receivable solely by the Lessee. The format of Tripartite instrument shall have to be got approved in writing from the Lessor.
- 31.3 In the event, there are outstanding payable to Lessor/YEIDA, then after receipt of 50% of consideration from the allottee of flat/built-up space, the Lessee and its allottee of flat space shall have to deposit the balance 50% consideration in an Escrow account so as to safeguard the interest of the Lessor and the buyer of flat/built-up space.
- 31.4 To ensure that the terms of this Brochure & Lease Deed and the sanctioned plans are always disclosed to its proposed allottees of flat/built-up space against written acknowledgement. The same shall also form part of terms of allotment of flat/built-up space. The flat/built-up space buyers shall have to acknowledge that they have read and understood the contents of the Lease Deed and

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agree to abide by the same.

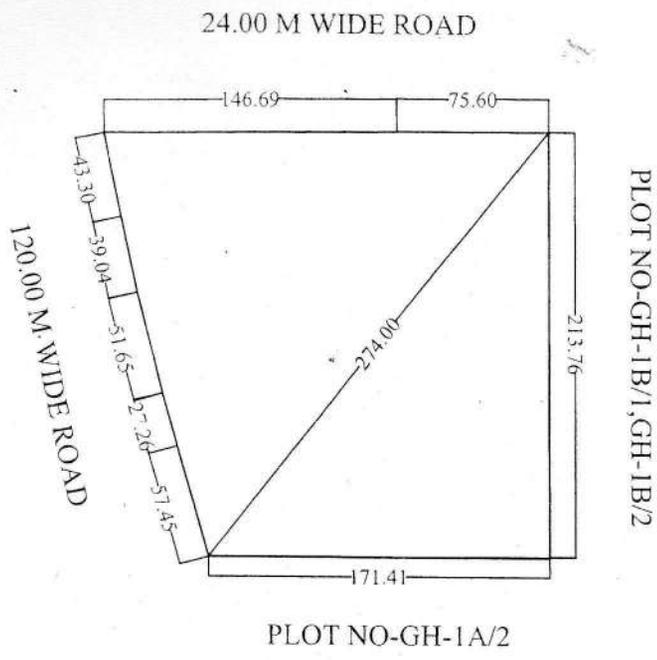
### 32 Amalgamation/Sub-division

32.1 No amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.

### 33 Other Clauses

- 33.1 The Authority reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee.
- 33.2 If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the earnest money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest @ 4% per Annum.
- 33.3 In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of YEIDA shall be final and binding on the Allottee / Lessee and his / her/ their successor.
- 33.4 In case there is any change of reserve price of allotment from any order of honourable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her/ their successor.
- 33.5 YEIDA 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.
- 33.6 The Lessee and his/ her /their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976), RERA, UP Apartment Act 2010/2016 and such rules, regulations or directions as are issued there under from time to time.
- 33.7 Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad (Prayagraj).
- 33.8 The allotment will be accepted by the Allottee on "As is where basis is". The Allottee is advised to visit the site before applying. No claim whatsoever shall be entertained by the Authority in regard to the situation, location of physical status of the demised

- plot.
- 33.9 Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges.
- 33.10 In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by YEIDA.
- 33.11 All arrears towards premium, lease rent or any other dues payable to the Authority shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.
- 33.12 The Lessee/ sub-Lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled, and entire money deposited shall be forfeited.
- 33.13 YEIDA in larger public interest has the right to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lesseean opportunity of being heard. However, the decision of the CEO of YEIDA shall be final and binding on the Allottee/Lessee, its sub-allottees /lessees.
- 33.14 The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of the Lease Deed.
- 33.15 The Lessee / its allottee / sub Lessee shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- 33.16 All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.
- 33.17 The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.
- 33.18 All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee.
- 33.19 In case of any differences or inconsistency between conditions as occurring in this Lease Deed and Scheme Brochure, then the conditions of the Lease Deed shall override and shall be binding on the Lessees, its allottees /sub-lessees.
- 33.20 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of YEIDA on the last day of Bid submission. In case of discrepancy between Building Byelaws/Regulations



PLOT NO-GH-1B/1, GH-1B/2

28.321898°  
77.532215°

*[Signature]*  
प्राधिकृत (प्राप्तिते)  
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

TOTAL PLOT AREA-42406.00 SQM

— PLOT BOUNDRY

NOTE-  
Development work is in progress area of plot may increase/decrease after completion of site development.

For PURVANCHAL PROJECTS PVT. LTD

SIGN- <i>[Signature]</i> Johar Ali Moghtary	SIGN-			
	POSSESSION TAKEN OVER			
LEASE PLAN FOR PLOT NO-GH-1A/1, SEC.22(D)	PROJ.DEPTT.	<i>[Signature]</i> ASSTT. MANAGER	<i>[Signature]</i> MANAGER	<i>[Signature]</i> SR. MANAGER
	LAND.DEPTT.	<i>[Signature]</i> LEKHPAL	<i>[Signature]</i> NAYABTAHSEELDAR	<i>[Signature]</i> TAHSEEL DAR
	LAW.DEPTT.		<i>[Signature]</i> M.O.	
	PLNG.DEPTT.		<i>[Signature]</i> MANAGER	<i>[Signature]</i> SR. MANAGER



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of YEIDA shall prevail. For reference of the bidder/ applicant norms related to ground coverage, FAR, height as per clause 24.2, page 20 of existing YEIDA Building Regulations are as follows:

**Group housing (flatted and cluster type): Minimum Plot Area- 2000 square metre**

<b>Ground Coverage</b>	35 percent up to 40000 sq mtrs and 40% above 40000 sq.mtrs.
<b>Floor Area Ratio</b>	3.00
<b>Height</b>	No limit. For buildings above 30 metres in height, clearance from Airport Authority shall have to be taken.
<b>Density (Family size 4.5)</b>	As mentioned in the sector Layout Plan or decided by the Authority for a particular scheme

33.21 #The GST Liability as per applicable rates at the time of payment shall be borne by the allottee itself under Reverse Charge Mechanism vide Notification N.13/2017 S.No.5, 5A dated 28.06.2017. The amount mentioned above does not include GST. GST on services provided to business entities would be deposited by the recipient of services under reverse charge mechanism. If the allottee does not has the GSTN number, then he will have to deposit the GST through YEIDA portal online or by downloading challan and inform the Authority same day or next day positively.

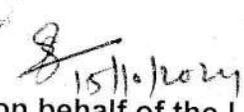
IN WITNESS WHEREOF the parties have set their hands on the day and in the year herein first above written.

In presence of:

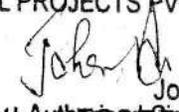
Witnesses:

1.   
Ziaurrahman Farooqui  
S/o. M.Farooqui,  
Mohalla-Koiriapar, Mau, U.P.

2.   
Jashveer Singh  
S/o. Angne Singh  
39, Vill- Daraura,  
Farrukhabad, U.P.

  
For and on behalf of the LESSOR

प्रमुख (सम्बन्धित)  
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण  
For PURVANCHAL PROJECTS PVT. LTD.

  
Johar Ali  
For and on behalf of the LESSEE