I- 6334/12

भारतीय गैर न्यायिक

भारत

बीस रुपये

रु.20

Rs.20

TWENTY RUPEES

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

16AA 137956

02

Stamp Duty Paid in Cash Certificate in favour of M/s Green bay Infrastructure P. Ltd. RZ-D-5 Mahavir Enclave, New Delhi

In Pursuance of the order of the Collector No. none Dated 05/3/12 Passed under section 10-A of the Stamp Act. It is certified that an amount of Rs. 10658904/-=00 Rs. Ten Crore Sixty five lac Eighty (In words Rs. Nine Thousand forty nine only

has been Paid in Cash as stamp Duty in Respect of this instrument in the State Bank of India/ Treasury/Sub-Treasury of Noida by Challan No. No 7000 Dated 03/03/12 a Copy of which is annexed herewith.

Date 09/03/2012

Officer-in-Charge
Treasury
Gautam Budh Nagar
09/03/12

उद्योग बन्धु औद्योगिक विकास प्राधिकरण

GREEN BAY INFRASTRUCTURE PRIVATE LIMITED

AUTHORISED SIGNATORY

नं. 263 क्र. में शामिल
किया गया।
- 5 MAR 2012
रोकड़िया
☆ कोषागार/गौतम बुद्ध नगर ☆

M/s Green Bay Infrastructure
Pvt Ltd.
R-2, D-5 Mahavir N. Delhi
Enclave

LEASE DEED

This lease deed is made on this **27th day of March 2012**, between the **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 A-1, First Floor Commercial Complex, Sector-Beta-II, Greater Noida, Distt Gautam Budhnagar, Uttar Pradesh (**hereinafter referred to as "Lessor"** which expression shall, unless repugnant to the context mean and include its successors)

And

M/s Greenbay Infrastructure Pvt. Ltd., Special Purpose Company (SPC) of M/s. Orris Infrastructure Pvt. Ltd., M/s. Haldiram Manufacturing Co. Pvt. Ltd., M/s. Silverglades Holding Pvt. Ltd. and M/s. Lusture Infrastructure Pvt. Ltd., a company incorporated under the Indian Companies Act 1956, having their **Registered Office : RZ-D-5, Mahavir Enclave, New Delhi – 110045, through its Authorized Signatory Mr. Man Mohan Vij S/o Shri Krishan Lal Vij R/o C-318, Sushant Lok I, Gurgaon duly authorized by the Board of Directors vide resolution dated 14.02.2012 hereinafter called the Lessee,** which expression shall unless the context does not so admit, include its executors, successors in office, administrators, representatives 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 externally 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 said plot of land, on the terms and conditions hereinafter appearing for the purpose of constructing residential, commercial and institutional buildings as

GREEN BAY INFRASTRUCTURE PRIVATE LIMITED

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पट्टा विलेख (90 वर्ष)

प्रतिफल	मालियत	ओसत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
₹131,780,974.00			10,000.00	50	10,050.00	2,500

मै0 ग्रीनबे इन्फ्रा0 प्रा0लि0द्वारा मनमोहन विज

पुत्र श्री कृष्ण लाल विज

व्यवसाय व्यापार

निवासी स्थायी आर जैड-डी-5 महावीर एन्कलेव नई दिल्ली-45

अस्थायी पता आर जैड-डी-5 महावीर एन्कलेव नई दिल्ली-45

ने यह लेखपत्र इस कार्यालय में दिनांक 28/3/2012 समय 11:33AM

बजे निवन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर

गौतमबुद्धनगर

28/3/2012

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त

पट्टा दाता

यमुना एक्सप्रेस-वे औ0वि0प्रा0द्वारा संदीप कुमार (प्र0स0)

पेशा नौकरी

निवासी ग्रेटर नौएडा

पट्टा गृहीता

मै0 ग्रीनबे इन्फ्रा0 प्रा0लि0द्वारा मनमोहन विज

पुत्र श्री कृष्ण लाल विज

पेशा व्यापार

निवासी आर जैड-डी-5 महावीर एन्कलेव नई दिल्ली-45

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री मुकेश कुमार शर्मा (अधिवक्ता)

पेशा वकालत

निवासी एच-168/4 गामा-2 ग्रेटर नौएडा

व श्री रणवीर

पुत्र श्री चन्दर

पेशा

निवासी एच-168/4 गामा-2 ग्रेटर नौएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर

गौतमबुद्धनगर

fixed in the brochure / tender document of **YEA-RT-02** scheme according to building plan approved by the Lessor.

I. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of **Rs. 192,05,23,400/- (Rupees One Hundred Ninety Two Crore Five Lacs Twenty Three Thousand and Four Hundred only) out of which Rs. 57,61,57,020/- (Rs. Fifty Eight Crore Seventy Nine Lac Eighty One Thousand Seven Hundred and Seventy only)** has been paid by the Lessee, the receipt whereof the Lessor do hereby acknowledge and the balance amount to be paid as per payment plan below:-

Installment No.	Installment Date	Beginning Principal	Principal	Interest	Closing Balance	Installment
1	17-Aug-11	1,344,366,380.00	84,022,899.00	80,661,983.00	1,260,343,481.00	164,684,882.00
2	17-Feb-12	1,260,343,481.00	84,022,899.00	75,620,609.00	1,176,320,582.00	159,643,508.00
3	17-Aug-12	1,176,320,582.00	84,022,899.00	70,579,235.00	1,092,297,683.00	154,602,134.00
4	17-Feb-13	1,092,297,683.00	84,022,899.00	65,537,861.00	1,008,274,784.00	149,560,760.00
5	17-Aug-13	1,008,274,784.00	84,022,899.00	60,496,487.00	924,251,885.00	144,519,386.00
6	17-Feb-14	924,251,885.00	84,022,899.00	55,455,113.00	840,228,986.00	139,478,012.00
7	17-Aug-14	840,228,986.00	84,022,899.00	50,413,739.00	756,206,087.00	134,436,638.00
8	17-Feb-15	756,206,087.00	84,022,899.00	45,372,365.00	672,183,188.00	129,395,264.00
9	17-Aug-15	672,183,188.00	84,022,899.00	40,330,991.00	588,160,289.00	124,353,890.00
10	17-Feb-16	588,160,289.00	84,022,899.00	35,289,617.00	504,137,390.00	119,312,516.00
11	17-Aug-16	504,137,390.00	84,022,899.00	30,248,243.00	420,114,491.00	114,271,142.00
12	17-Feb-17	420,114,491.00	84,022,899.00	25,206,869.00	336,091,592.00	109,229,768.00
13	17-Aug-17	336,091,592.00	84,022,899.00	20,165,496.00	252,068,693.00	104,188,395.00
14	17-Feb-18	252,068,693.00	84,022,899.00	15,124,122.00	168,045,794.00	99,147,021.00
15	17-Aug-18	168,045,794.00	84,022,899.00	10,082,748.00	84,022,895.00	94,105,647.00
16	17-Feb-19	84,022,895.00	84,022,895.00	5,041,374.00	-	89,064,269.00
			1,344,366,380.00	**685,626,852.00**		**2,029,993,232.00**

Lessee has opted to pay anuual lease rent (till start for execution of sub-lease deed) and accordingly paid one year lease rent in advance i.e. Rs. **1,92,05,234/- (Rupees One Crore Ninety Two Lacs Five Thousands Two Hundred and Twenty Four Only)** at the rate of 1% of the total premium of the plot. In case of default he/they shall have to pay interest @ 14% p.a. compoundable six monthly.

The Lessor doth hereby demise and lease to the lessee, all that plot of land numbered as Plot No. TS-06, Sector- 22D, allotted under the Scheme Code LESSOR-

GREEN BAY INFRASTRUCTURE PRIVATE LIMITED

AUTHORISED SIGNATORY

पट्टा दाता

Registration No.: 6334 Year : 2,012 Book No. : 1

0101 यमुना एक्सप्रेस-वे औ0वि0प्रा0द्वारा संदीप कुमार (प्र0स0)

ग्रेटर नौएडा

नौकरी

RT-02 situated in Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar, (UP) contained by admeasurements 408622 sq.mt. (As Per Lease Plan 408622 Sqm,) be the same, a little more or less, and bounded: -

ON THE NORTH BY ON THE SOUTH BY ON THE EAST BY ON THE WEST BY	AS PER LEASE PLAN ATTACHED

and which said plot is more clearly-delineated and shown in the attached plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the lessee for a term of 90 (Ninety) years commencing from - **27-03-2012** (the date of execution of the lease deed) except and always reserving to the Lessor on the terms and conditions mentioned below:-

A. NORMS OF DEVELOPMENT

The land use breakup for the demised premises shall be as follows:

PERMISSIBLE LAND USAGE	
Institutional & Facilities	Minimum 05%
Roads, Parks & Open spaces	Minimum 35%
Commercial	05% Maximum
Residential(Plotted and Flatted)	55% Maximum

The maximum permissible FAR, Ground coverage on each permissible land use and other planning norms shall be as provided in the Building Byelaws of the YEA on the date of issue of reservation letter. The maximum permissible density shall be 1650 PPHa for the Residential area only.

NOTE: FAR & Density may further be purchased by the lessee as per norms of LESSOR.

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पट्टा गृहीता

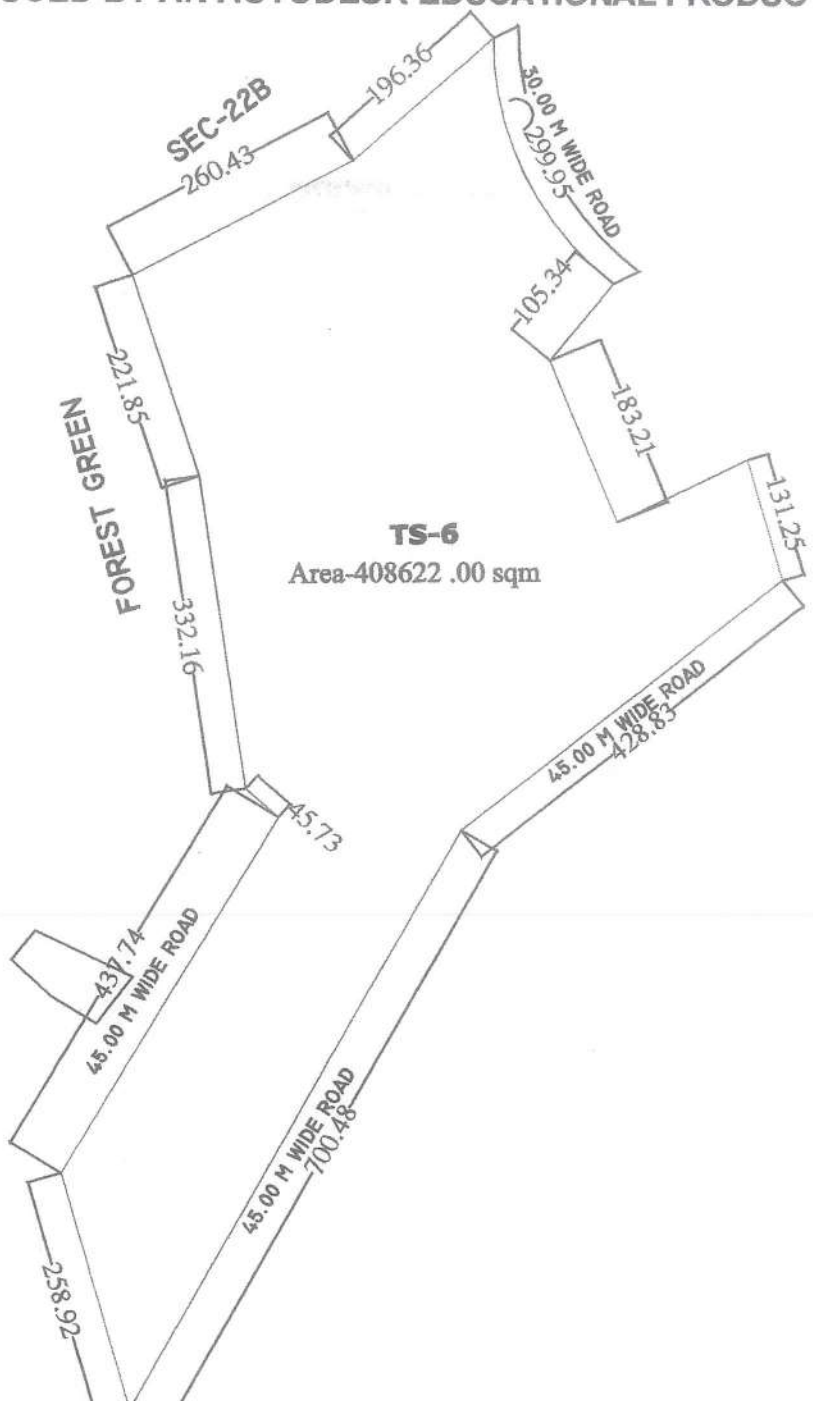
Registration No. : 6334 Year : 2,012 Book No. : 1

0201 **मै0 ग्रीनबे इन्फ्रा0 प्रा0लि0द्वारा मनमोहन विज**

कृष्ण लाल विज

आर जैड-डी-5 महावीर एन्कलेव नई दिल्ली-45

व्यापार



NOTE–

–Development work in progress Dimension may increse or decrese after completion of site development.

–Area under Acquisition process.

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SIGN–	SIGN–	N
POSSESION TAKEN OVER	POSSESION HANDED OVER	

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औद्योगिक विकास प्राधिकरण

LEASE PLAN FOR PLOT NO. -TS-06,SEC.22(D)				
	PROJ.DEPTT.	ASSTT.MANAGER	MANAGER	SR.MANAGER
	LAND.DEPTT.	LEKHPAL	NAYAB TEHSILDAR	TEHSILDAR
	LAW.DEPTT.	A.L.O.		
	PLNG.DEPTT.	SR.DRAFTSMAN PLANNER	SR.EXECUTIVE	

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

B. LEASE RENT

The Lessee shall have to pay yearly lease rent at the rate and in the manner given below:

(i) The lease rent will be payable @ 1% of premium of the plot for the first 10 years 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 lease deed and thereafter, every year, on or before the last date of previous financial year.

(iv) Delay in payment of the advance lease rent shall incur the liability to pay interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.

(v) The lessee has the option to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" unless the LESSOR decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

C.

1. All payments should be made through a demand draft/ pay order drawn in favour of **"YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT**

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AUTHORITY" and payable at any scheduled bank located in New Delhi/NOIDA/Greater NOIDA. The lessee should clearly indicate their name and details of plot and purpose of deposit on the reverse of the demand draft/ pay order.

2. 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 next working day.

3. 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.

4. In exceptional circumstances, the time for the payment of balance due amount of installment (other than reservation money and allotment money) may be extended by the LESSOR subject to payment of interest @ 15% pa. compounded half yearly for the defaulted /delayed period.

5. The demised plot is allotted and leased on "As is where is basis"

6. The lessee shall prepare the detailed lay-out plan for the entire demised premises for prior approval of the lessor.

7. Internal development of the sector shall be the full responsibility of the lessee and it shall be carried out as per the lay-out plan approved by the Lessor at the cost of lessee.

8. The lessee shall have to construct on its own minimum of 30 percent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.

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9. The allottee shall have option to sub-lease 70 per cent of the land earmarked for 'Residential', 'Institutional & Facilities' and 'Commercial' with prior approval of the lessor.

10. After the approval of the lay-out plan from the Lessor, the lessee shall have the option to sublease portions of land earmarked for Residential, Commercial and Institutional subject to minimum plot size of 6000 Sq.mtr. for Residential and 3000 Sq.mtr for Commercial and Institutional land after prior approval from the lessor. The lessee may also develop the demised plot in the shape of individual flats/residential plots and that for shops and thereafter Sub-lease the same in accordance with the provisions of clause-14 hereafter. Provided that the Lessee shall sub-lease an area only after the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street-lighting, etc. in that area is in full-swing. The lease rent in respect of the sub-leased land shall have to be paid by the lessee at the time of execution of the tripartite sub-lease deed.

11. In case of sub-lease of plots having an area of 3,000 (Three Thousand) sqm. or above, as defined in Clause-10 above, the proportionate lease premium and or the lease rent shall be directly payable by the Sub-lease to the lessor which amount shall be adjusted against the dues payable by the lessee under this lease.

12. The Lessee shall have to execute a tripartite sub lease deed in favour of Sub Lessee in the form and format as prescribed by the lessor. Upon Execution of such tripartite sublease deed, sub-lessee shall be bound to comply with the provisions of payment of proportionate share of lease premium of land area so sublet, lease rent and all other charges payable to the lessor in the proportionate share of the land area so subleased.

13. Since a minimum of 35% of the total land is to be kept for roads, parks and open spaces by the lessee, therefore, the premium per sq.mt. of the sub-leased

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land payable by the sub-lessee to the LESSOR shall be 1.54 times the rate of allotment per sq. mt. to lessee. The installments of the premium of the land so sub-lease shall be so devised that the sub-lessee shall pay land premium to the LESSOR@1.54 times of the rate of allotment to the lessee and the difference between the rate mutually agreed between the lessee and the sub-lessee and the rate paid by the sub-lessee to the LESSOR shall be paid by the sub-lessee to the lessee. Such sub-lessee shall be treated as an independent entity for purposes of the land use, building byelaws and payments to the LESSOR. The Sub-lessee shall obtain NOC from the Lessor and the lessee before allotting any built-up spaces to anybody and for this purpose shall have to execute tripartite sub-lease on the format and the terms, except for the consideration (but not including the lease-rent) for which prior approval shall have to be taken from the lessor.

14. Any default on the part of such sub-lessee to abide by the terms and conditions of the lease deed shall not be automatically considered as default of the Lessee. The lessor shall be entitled to take any action against the sub-lessee, including cancellation of the sub-lease and forfeiture of the premium.

15. The sub-lessesse shall be responsible for strictly complying with the provisions of land use, building bye-laws of the LESSOR.

16. The LESSOR shall be entitled to take any action against the sub-lessee as has been mentioned in the scheme brochure including cancellation of the sub-lease and forfeiture of the premium etc as per the terms and conditions of this Brochure.

17. The Lessee shall be wholly and solely responsible for implementation of the Project save and except the land which it has subleased & shall also be wholly & solely responsible for ensuring quality development and subsequent maintenance of the buildings and services till such time, an appropriate

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alternate agency for such work/ responsibility is identified legally by the Lessee. Thereafter the agency appointed by the Lessee will be responsible to the lessor for maintenance and service of the constructed flats/ buildings.

18. The Lessee shall execute an indemnity bond, indemnifying the Lessor against all disputes arising out of:

    1. Non-completion of the Project.
    2. Quality of construction
    3. Any other legal dispute arising out of allotment, lease, sub-lease etc.

19. The lessee is required to submit building plan together with the detailed lay-out plan showing the phases for execution of the project for approval within 9 months from the date of possession and shall start land development, and internal development within 18 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 5 years from the date of possession to the satisfaction of the Lessor.

20. The Lessee/ sub-lessee shall commence the construction of the F.A.R. within 18 months from the date of possession and shall be required to complete the construction of area provided to the lessee/ sub-lessee as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the Lessor in maximum 7 phases within a period of 10 years from the date of execution of lease deed. First Phase for the same shall be required to be completed within 3 years from DDOL. The lessee/ sub-lessee shall be required to complete the construction of minimum 15 per cent of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the Lessor within a period of 3 years from the date of execution of the lease deed.

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21. All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.

22. Without prejudice to the Lessors right of cancellation, the period for the completion of the Project, may be extended for a maximum period of three years only with penalty as under:

    a. For first year the penalty shall be @ 4% of the total premium.

    b. In addition to the penalty paid for the first year for second year the penalty shall be @ 5% of the total premium.

    c. In addition to the penalty for the first and second year for third year the penalty shall be @ 6% of the total premium.

No further extension shall be allowed.

23. In case 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.

24. There shall be liberty at the part of lessee to decide the size of the built up space within the frame work of LESSOR Building Bye-laws.

- The lessee/sub-lessee shall have the right to sub-lease the developed plot(s) and built up space as per the layout and building plans approved by the Lessor at its own price on the standard lease agreements approved by the Lessor.

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- No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space within two years after the date of completion. However, for subsequent sales, the transfer charges as prevalent at the time of transfer, or as may be decided by the LESSOR, shall be payable.

25. "The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of Scheduled Bank / Govt. organization/ financial institution approved by the Reserve Bank of India for purpose of raising resources, construction of plot on receipt of written request from the lessee/sub-lessee. The lessee/sub-lessee should have valid time period for construction as per terms of lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The lessee/sub-lessee will submit the following documents:

a. Sanction letter of the concerned Bank/ financial institution approved by the Reserve Bank of India
b. An affidavit on non-judicial stamp paper of Rs. 10/- duly notarized stating that there is no unauthorized construction and unauthorized commercial or other activities.
c. Clearance of upto date dues.

The lessor shall have first charge on the demised premises towards payment of all dues of the lessor

Provided that in the event of sale or foreclosure of the mortgaged/ charged property, the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over

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LAGEEM BAY INFRASTRUCTURE PRIVATE LIMITED

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the said mortgage charge, the decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

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

26. MISUSE, ADDITIONS, ALTERATIONS ETC.

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

The Lessee /sub lessee or their allottee or any person claiming through them shall not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

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

D. LIABILITY TO PAY TAXES

The Lessee/Sub-lessee their allottee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by the lessor and /or any Authority empowered in this behalf, in respect of the plot, whether such

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charges are imposed on the plot or on the building constructed thereon, from time to time.

E OVERRIDING POWER OVER THE DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee/Sub-lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the LESSOR on the amount of such compensation shall be final and binding on the lessee/Sub-lessee.

F. MAINTENANCE

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

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

   a) in a state of good condition to the satisfaction of the Lessor at all times.

   b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.

उत्तर प्रदेश राज्य औद्योगिक विकास प्राधिकरण

GREEN BAY INFRASTRUCTURE PRIVATE LIMITED

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AUTHORISED SIGNATORY

3. The Lessee sub lessee/ their allottee or any person claiming through them shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor framed/ issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and Rules made thereunder.

4. In case of non-compliance of terms and directions of the lessor, the lessor shall have the right to impose such penalty as it may consider just and expedient.

5. The lessee/ sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, LESSOR will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee/ sub-lessee. The lessee/ sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/ sub-lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Lessor in this regard shall be final.

G. CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Lessor, shall be free to exercise its right of cancellation of lease in the case of:

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/ or fraud.

2. Any violation of directions issued or rules and regulation framed by the Lessor or any Authority or by any other statutory body.

...EEN BAY INFRASTRUCTURE PRIVATE LIMITED

AUTHORISED SIGNATORY

3. Default on the part of the lessee for breach/ violation of terms and conditions of allotment/ lease and/ or non-deposit of the dues payable to the lessor.

4. If at the time of cancellation, the plot is occupied by the Lessee an amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.

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

H. OTHER CLAUSES

1. Multiple renting shall be admissible to the lessee and for the sub-lessee.

2. The Lessor reserves the right to make such additions/ alternations or modifications in the terms and conditions of allotment/ lease deed/ sub lease deed from time to time, as may be considered just and expedient.

3. In case of any clarification or interpretation regarding these terms and conditions, the decision of the Lessor shall be final and binding.

4. If due to any "Force Majeure" or such circumstances beyond the Lessor control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple

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interest @ 4% p.a., if the delay in refund is more than one year from such date.

5. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the Lessor shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.

6. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.

7. The Lease Deed/ allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the Rules and/ or Regulations made or directions issued, under the said act.

8. The Lessor shall monitor the implementation of the project.

9. The lessee/ sub-lessee of the Lessee shall be liable to pay all taxes/ charges leviable from time to time by Lessor or any other authority duly empowered by them to levy the tax/ charges.

10. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/ sub-lessee will not be paid any compensation thereof.

11. Buildings earmarked for community facilities can not be used for purposes other than community requirements.

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12. All arrears due to the Lessor would be recoverable as arrears of land revenue.

13. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

14. The Lessor in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.

15. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee without any interest.

16. In case any metaled road is passing through the allotted plot, it shall be maintained as such till some suitable alternative arrangements/roads are made by the LESSOR.

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

In presence of :

Witness :

Address : मुकेश कुमार शर्मा
एडवोकेट
H-168/4 गामा-2 ग्रेटर नोएडा

Witness : रनवीर सिंह चन्दल

Address : H-168/4 गामा-2
ग्रेटर नोएडा

For & behalf of LESSOR

GREEN BAY INFRASTRUCTURE PRIVATE LIMITED

For & behalf of LESSEE

AUTHORISED SIGNATORY

Certified that this is a true and exact copy of original in all respect.

GREEN BAY INFRASTRUCTURE PRIVATE LIMITED

For & behalf of LESSEE

AUTHORISED SIGNATORY

For & behalf of LESSOR

आज दिनांक **28/03/2012** को

वही सं. **1** जिल्द सं. **10584**

पृष्ठ सं. **143** से **180** पर कमांक **6334**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर
गौतमबुद्धनगर
28/3/2012

यमुना एक्सप्रेसवे
औद्योगिक विकास प्राधिकरण

पत्रांकः वाई.ई.ए/सम्पत्ति /178 /2012

दिनांक : 28.03.2012

POSSESSION CERTIFICATE

Allotment No. : 26/YEA-RT-02/2011 Date:17.02.2011
Plot No. TS-06
Block No. Nil.
Sector: 22D

Lease/Allottee's Name
& Address:
M/s. Greenbay Infrastructure
Pvt. Ltd. (SPC),
RZ-D-5, Mahavir Enclave,
New Delhi-110045

Status/Boundaries of Plot Remarks	Dimensions	Area (In Sq.m.)
		(408622.00 sqm.)
North- East.....	As per Lease Plan	
South-West.....	As per Lease Plan	
South- East.....	As per Lease Plan	
North- West.....	As per Lease Plan	

Site plan of the plot is enclosed herewith.

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

Possession Handed over by

Manager (Property)

Possession taken over by

GREEN BAY INFRASTRUCTURE PVT.

Signature of the lessee

AUTHORISED SIGNATORY

Copy to:

1. Lessee
2. General Manager (Plng./Proj.)

Manager (Property)

NOTE–

–Development work in progress Dimension may increse or decrese after completion of site development.

–Area under Acquisition process.

GREEN BAY INFRASTRUCTURE PRIVATE LIMITED

SIGN– POSSESION TAKEN OVER AUTHORISED SIGNATORY	SIGN– POSSESION HANDED OVER	N
LEASE PLAN FOR PLOT NO. -TS-06,SEC.22(D)	PROJ.DEPTT. ASSTT.MANAGER / MANAGER / SR.MANAGER	
	LAND.DEPTT. LEKHPAL / NAYAB TEHSILDAR / TEHSILDAR	
	LAW.DEPTT. A.L.O.	
	PLNG.DEPTT. SR.DRAFTSMAN PLANNER / SR.EXECUTIVE	

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

greenbay
GOLF VILLAGE

CERTIFIED TRUE COPY OF THE EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF GREEN BAY INFRASTRUCTURE PRIVATE LIMITED DULY HELD AND CONVENED ON 14th FEBRUARY, 2012 AT THE CORPORATE OFFICE OF THE COMPANY AT J 10/5, DLF PHASE II M G ROAD, GURGAON, HARYANA AT 12.00 PM.

Chairman placed before the board, the allotment letter of plot of Approx. 408622 Sq.Mtr. (approx. 100 Acres) in TS-6 sector 22D in Yamuna Expressway form Yamuna Expressway Industrial Development Authority (YEA) for Development of residential township on a lease of 90 years, in pursuance of the same, company has to enter into a lease Deed with the Yamuna Expressway Industrial Authority.

Chairman further apprised that some responsible person needs to be authorised to sign and execute the Lease Deed and take possession of the allotted plot, for and on behalf of the company. After discussions following resolution was passed:

"**RESOLVED THAT** approval of the Board be and is hereby accorded to enter into a lease Deed with the Yamuna Expressway Industrial Development Authority (YEA) for development of residential township of plot of Approx. 408622. (approx. 100 Acres) in in TS-6 sector 22 D in Yamuna Expressway and take possession of the allotted plot.

FURTHER RESOLVED THAT Mr. Man Mohan Vij, S/o, Krishan Lal Vij, R/o, C-318, Sushant Lok I, Gurgaon, be and is hereby authorised as an authorised signatory to sign and execute the Lease Deed and to take possession of the Allotted plot and to do all such act, deed, presentations (oral or written), and sign and execute such document, agreements, deeds, forms, notices, communications or documents relating to, ancillary to, to give effect to above purpose, for and on behalf of the company with the Yamuna Expressway Industrial Development Authority till 29th March, 2012."

CERTIFIED TRUE COPY

Sign of **Mr. Man Mohan Vij**
Sign Attested

For **Green Bay Infrastructure Private Limited**

(Vijay Gupta)
Director

(Vijay Gupta)
Director

Date: 26-03-2012
Place: Gurgaon

128

HDFC BANK

HDFC BANK LTD. (Greater Noida)

Applicant's Copy

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

CHALLAN OF RECEIPTS

(to be filled in four copy set)

Phone No. : .....

Allotment No. 26YEA/RT02/201

Allottee's Name GREENBAY INFRASTRUCTURE P LTD.

Plot No/House No. TS-6 **Block** — **Sector** 22 D **Plot Size** 00 Acres

Name of Scheme **Scheme Code** YEA RT02

Code wise Deposits (For Heads Codes See at back side of challan)

Head Code	D D	M M	Y Y Y Y	Rs.	P.
38	27	03	2012	1350000	00
			Grand Total	1350000	00

Rs. (in words) Thirteen lakh fifty Thousand only/-

TO BE FILLED IN BY THE DEPOSITOR

Bank Draft No. 134326 Dated 26/3/2012 For Rs. 13,50,000.00 Drawn on bank Axis Bank Branch Gurgaon is enclosed herewith.

Signature of The Depositor

In case where the cancellation proceedings have been undertaken, the deposit of above amount will not entitle the depositor to claim any benefit on account of the above deposit made. The right of **YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY** is reserved to initiate further action as is admissible under the rules and regulations. Any unauthorised payments remitted are liable to be forfeited by **YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY.**

HDFC BANK LTD. RECEIVED 21 MAR 2012 BECO PLAZA, ALPHA COMMERCIAL CENTER NOIDA - 0120

Above deposits credited in Greater Noida Branch A/C No.

For Bank Use Only

Bank Challan No : 125101

Date :

Signature of Receiving Authority of Bank

Bank Seal

Notes : "Allottee are requested to mention their Name, Allotment No. & their Contact No. on the reverse of the DD".

Yamuna Expressway Industrial Development Authority Challan Form

Scheme Code	Name of Scheme	Head Code	Name of Head
YEA 2009 (1)	YEA Residential 2009(1)	01	Allotment Money (50% / 30% / Cash Down)
		02	Installment-1
		03	Installment-2
		04	Installment-3
		05	Installment-4
		06	Installment-5
		07	Installment-6
		08	Installment-7
		09	Installment-8
		10	Installment-9
		11	Installment-10
		12	Installment-11
		13	Installment-12
		14	Installment-13
		15	Installment-14
		16	Installment-15
		17	Installment-16
		19	Excess Area Conversion Amount
		20	Interest on premium
		25	Interest on Excess Area Conversion
		31	Excess Area Amount
		32	Lease Rent - Annual
		33	Excess Area Conversion Charges
		34	Lease Rent - One Time
		35	Excess Area Lease Rent
		36	New Plot Conversion Charges (Size, Scheme)
		37	Scheme Transfer
		38	Late Penalty - Registration / Construction
		39	Registration Money
		40	Extra Payment
		41	Transfer Charges
		50	Processing Fees
		51	Compounding Fees
		52	Revalidation Charges
		53	Revision Charges
		54	Completion Fees
		55	Water Connection Charges
		56	Sewer Connection Charges
		57	Others
		58	Ramp Charges
		59	Malwa Charges
		60	Rain Water Harvesting
		61	Location Charges
		62	Revival Charges
		65	Abadi Plot Development Charges
		66	R.T.I. Charges
		67	Additional Compensation Charges

HDFC BANK **HDFC BANK LTD.** (Greater Noida) **Applicant's Copy**

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

CHALLAN OF RECEIPTS

(to be filled in four copy set)

Phone No. : .....

Allotment No. 26YEA/R7-02/2011

Allottee's Name GREENBAY INFRASTRUCTURE PVT LTD

Plot No/House No. TS-6 **Block** — **Sector** 22D **Plot Size** 100 Sqmtr

Name of Scheme **Scheme Code** YEA R7-02

Code wise Deposits (For Heads Codes See at back side of challan)

Head Code	D D	M M	Y Y Y Y	Rs.	P.
32	01	03	2012	19205234	00
			Grand Total	19205234	00

Rs. (in words) one crore Ninety Two lakh Five Thousand Two Hundred Thirty four only/-

TO BE FILLED IN BY THE DEPOSITOR

Bank Draft No. 133460 Dated 01/03/12 For Rs. 19205234/- Drawn on bank AXIS Bank Branch Sec-14 Gurgaon is enclosed herewith.

Signature of The Depositor

In case where the cancellation proceedings have been undertaken, the deposit of above amount will not entitle the depositor to claim any benefit on account of the above deposit made. The right of **YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY** is reserved to initiate further action as is admissible under the rules and regulations. Any unauthorised payments remitted are liable to be forfeited by **YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY.**

Above deposits credited in Greater Noida Branch A/C No.

For Bank Use Only

Bank Challan No : 125152

Date :

HDFC BANK LTD. C-1, ALPHA PLAZA, ALPHA COMMERCIAL BELT, GREATER NOIDA-0278 01 MAR 2012 RECEIVED

Signature of Receiving Authority of Bank

Bank Seal

Notes : "Allottee are requested to mention their Name, Allotment No. & their Contact No. on the reverse of the DD".

Yamuna Expressway Industrial Development Authority Challan Form

Scheme Code	Name of Scheme	Head Code	Name of Head
YEA 2009 (1)	YEA Residential 2009(1)	01	Allotment Money (50% / 30% / Cash Down)
		02	Installment-1
		03	Installment-2
		04	Installment-3
		05	Installment-4
		06	Installment-5
		07	Installment-6
		08	Installment-7
		09	Installment-8
		10	Installment-9
		11	Installment-10
		12	Installment-11
		13	Installment-12
		14	Installment-13
		15	Installment-14
		16	Installment-15
		17	Installment-16
		19	Excess Area Conversion Amount
		20	Interest on premium
		25	Interest on Excess Area Conversion
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		36	New Plot Conversion Charges (Size, Scheme)
		37	Scheme Transfer
		38	Late Penalty - Registration / Construction
		39	Registration Money
		40	Extra Payment
		41	Transfer Charges
		50	Processing Fees
		51	Compounding Fees
		52	Revalidation Charges
		53	Revision Charges
		54	Completion Fees
		55	Water Connection Charges
		56	Sewer Connection Charges
		57	Others
		58	Ramp Charges
		59	Malwa Charges
		60	Rain Water Harvesting
		61	Location Charges
		62	Revival Charges
		65	Abadi Plot Development Charges
		66	R.T.I. Charges
		67	Additional Compensation Charges

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY
A-1, First Floor, Comm. Complex, Sector-Beta-II, Greater Noida City-201308
Gautam budh Nagar (UP)

No. 26 /YEA-RT-02/ 2011
Date: 17.02.2011

To,

M/s. Orris Infrastructure Pvt. Ltd.
HQ, J-10/5, DLF Phase-II,
M.G. Road, Gurgoan,
Haryana.

Sub: Allotment Letter for Residential Township Scheme YEA-RT-02 Plot No. TS-6, Sector-22D in Yamuna Expressway Industrial Development Authority, Area Approx. 408622 sq. mtrs.

Sir,

In continuation to your letter dated 24 January, 2011, I have been directed to inform you that as per the lease plan of your reserved Plot No.TS-6, Sector-22D, in Yamuna Expressway Industrial Development Authority, the area of the plot is 408622 Sqm. which is being allotted to you on your quoted rate of Rs.4700/- per sq.m. The 20% of total premium of the plot thus shall be Rs. 38,81,57,020/- crores (Rs.Thirty Eight Crore Eighty One Lacs Fifty Seven Thousand and Twenty Rupees only), as allotment money which has to be deposited within 60 days from the date of issue of this letter. Detailed payment plan of balance premium / installments are given below:-

Installment No.	Installment Date	Beginning Principal	Principal	Interest	Closing Balance	Installment
1	17-Aug-11	1,344,366,380.00	84,022,899.00	80,661,983.00	1,260,343,481.00	164,684,882.00
2	17-Feb-12	1,260,343,481.00	84,022,899.00	75,620,609.00	1,176,320,582.00	159,643,508.00
3	17-Aug-12	1,176,320,582.00	84,022,899.00	70,579,235.00	1,092,297,683.00	154,602,134.00
4	17-Feb-13	1,092,297,683.00	84,022,899.00	65,537,861.00	1,008,274,784.00	149,560,760.00
5	17-Aug-13	1,008,274,784.00	84,022,899.00	60,496,487.00	924,251,885.00	144,519,386.00
6	17-Feb-14	924,251,885.00	84,022,899.00	55,455,113.00	840,228,986.00	139,478,012.00
7	17-Aug-14	840,228,986.00	84,022,899.00	50,413,739.00	756,206,087.00	134,436,638.00
8	17-Feb-15	756,206,087.00	84,022,899.00	45,372,365.00	672,183,188.00	129,395,264.00
9	17-Aug-15	672,183,188.00	84,022,899.00	40,330,991.00	588,160,289.00	124,353,890.00
10	17-Feb-16	588,160,289.00	84,022,899.00	35,289,617.00	504,137,390.00	119,312,516.00
11	17-Aug-16	504,137,390.00	84,022,899.00	30,248,243.00	420,114,491.00	114,271,142.00
12	17-Feb-17	420,114,491.00	84,022,899.00	25,206,869.00	336,091,592.00	109,229,768.00
13	17-Aug-17	336,091,592.00	84,022,899.00	20,165,496.00	252,068,693.00	104,188,395.00
14	17-Feb-18	252,068,693.00	84,022,899.00	15,124,122.00	168,045,794.00	99,147,021.00
15	17-Aug-18	168,045,794.00	84,022,899.00	10,082,748.00	84,022,895.00	94,105,647.00
16	17-Feb-19	84,022,895.00	84,022,895.00	5,041,374.00	-	89,064,269.00
			1,344,366,380.00	**685,626,852.00**		**2,029,993,232.00**

The amount can be deposited through Demand Draft / Pay Order in favour of 'Yamuna Expressway Industrial Development Authority' payable at Greater Noida directly to our authorized bank branch of **HDFC Bank, Alpha Commercial belt, Sector Alpha-I, Greater Noida.**

You are also required to deposit due stamp duty, for lease deed of the acquired and allotted land, in treasury of District Gautam Budh Nagar and produce a certificate to that effect in YEA within 90 days from the issue of this Allotment Letter.

The terms and conditions Residential Townships Scheme Code-YEA-RT-02 shall form part of this allotment letter and shall be binding on the allottee.

Yours faithfully,

17.02.11

(Ravindra Singh)
General Manager (Property)

Copy to

1. General Manager (Finance)
2. General Manager (Planning)
3. General Manager (Project)

General Manager (Property)

Yamuna Expressway Industrial Development Authority
A-1, First Floor, Commercial Complex, Sector – Beta II Greater Noida, G. B. Nagar (U.P.)
Telephone No. 0120-4291361, Fax – 0120-4291360

No. Prop. /YEA/21/2010 Date: 27.12.2010

To,

M/s. Orris Infrastructure pvt. Ltd.
HQ, J-10/5,DLF Phase-II,
M.G. Road, Gurgoan,
Haryana.

Sub: Reservation Letter for Residential Township Scheme YEA-RT-02 Plot No. TS-6, Sector-22D in Yamuna Expressway Industrial Development Authority, Area Approx. 400000 sq. mtrs.

Sir,

Please refer to your application/ tender form No.19 submitted under Residential Townships (Scheme:YEA-RT-02) published by the Yamuna Expressway Industrial Development Authority on 05.11.2010. The bid is for allotment of land for Residential Township on plot No. TS-06 at Sector-22D for size of Approx. 400000 sq. mtr. and the quoted rate is Rs. 4,700/- per sq.mtr.

I have been directed to inform you that the Authority, in principle, has accepted your quoted rate of Rs.4,700/- per sqm. for the said plot. Thus, total premium of the plot shall be Rs.188,000,00,00/-(Rupees One Hundred Eighty Eight Crore only). As per the clause G-3 of the bid document you are required to pay 10% of the total premium of plot i.e. Rs. 18,80,000,00/- (Rupees Eighteen Crore Eighty Lacs only) within 30 days from the issuance of this letter. You have already deposited the earnest money of Rs. 10.00 Crore (Rupees Ten Crore only), so at present balance reservation money payable is Rs.8,80,000,00/- (Rupees Eight Crore Eighty lacs only) which has to be deposited within 30 days from the date of issue of this letter and in token to confirmation of receipt of this letter kindly inform the Authority within the stipulated time, so that formal allotment letter can be issued as per clause G-3 of bid document.

Yours faithfully,

27.12.10

(Ravindra Singh)
General Manager (Property)

Copy to:

1. General Manager (Property)
2. General Manager (Project)
3. General Manager (Planning)

General Manager (Property)

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

A-1, First Floor, Commercial Complex, Beta-2, Gr.Noida, G.B.Nagar
Ph.No. 0120-4291361 Fax no. 0120-4291360

Letter No.: YEA/Prop./ 138 /2011

Date: 03-12-2011.

To,

M/s. Green Bay Infrastructure Pvt. Ltd. (SPC)
RZ-D-5, Mahavir Enclave
New Delhi – 110045.

Sub.: Check List for Execution of Lease Deed for Plot No. TS-06, Sector-22D, Yamuna Expressway Authority.

Sir,

In Continuation to allotment letter dated 17.02.2011 you have deposited the required allotment money with respect to allotted plot no.- TS-06, Sector-22D, so we are issuing check list regarding execution of lease deed in respect of above mention plot. A copy of the lease plan is being enclosed for your reference. The formalities regarding execution of lease deed are being mentioned below:-

1.	Area allotted (As per lease plan)	: 408622.00 Sq.Mtr.
2.	Total Premium	: Rs. 192,05,23,400.00
3.	Lease rent if paid one time (11% of total premium)	: Rs. 21,12,57,574.00
4.	Lease Rent if paid annually @ 1% p.a. of premium	: Rs. 1,92,05,234.00
5.	1st installment	: Rs. 16,46,84,882.00 + Interest
6.	Stamp duty payable : (Subject to confirmation from Sub Registrar, Greater Noida)	
7.	05 Attested photographs of the authorized signatory of the allottee company attested by Gazetted Officer or nationalized Bank.	
8.	Two attestted signature of the authorized signatory of the allottee company duly attested by a Gazetted Officer of Nationalized Bank.	
9.	Resolution of the Company authorizing the person to sign the lease deed on behalf of the company and take possession of the allotted plot.	
10.	Official Seal / Stamp.	
11.	Sub Registrar Fees.	: Rs. 10500.00
12.	Documents Charges	: Rs. 120.00
13.	Two witness required at the time of execution and registration of lease deed.	

You are required get the lease deed executed in respect of above mention plot within 30 days from the date of issue of this letter, after completion of above formalities.

Yours faithfully,

03.12.11

(Ravindra Singh)
General Manager (Property)