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Manager (Bullders) Greater Noida Indl. Dev. Authority



M18 S.A.G. Roeltech Put Ltd.



#### LEASE DEED

This Lease Deed made on 16<sup>th</sup> day of April, 2013 between the GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, 169, Chitvan Estate, Sector Gamma-II, Greater Noida Dist. Gautam Budh Nagar (U.P.) a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor (which expression shall unless the context does not so admit, include its successors, assigns) of the One Part and M/s. S.A.G. REALTECH PRIVATE LIMITED (SPC), a company within the meaning of Companies Act, 1956, having its registered office at 65, Shrestha Vihar, Delhi-110092 through its Authorised Signatory Sh. Krishan Lal Kwatra S/o. Late Sh. Harbans Lal R/o. D-259, Vivek Vihar, Delhi duly authorized by its Board of Directors vide Resolution dated 26.02.2013 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its representatives, administrators and permitted assigns) of the Other Part.

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

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats and/or Residential Plots (in case of plotted development) according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded / allotted to the CONSORTIUM CONSISTING OF -

- 1. BHUMIPUTRA (INDIA) LIMITED-LEAD MEMBER
- 2. GAURSONS INFRATECH PRIVATE LIMITED-RELEVANT MEMBER

the plot NO. GH-02, SECTOR-12, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-05/2010-11/445 dated 25.03.2011 and Allotment Letter No.PROP./BRS-05/2010-11/459 dated 30<sup>TH</sup> MARCH 2011 and for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure/bid document of the said Scheme (Scheme Code BRS-05/2010-11). The registered consortium consists of following:-

| S.No. | Name of member                     | Shareholding | Status          |
|-------|------------------------------------|--------------|-----------------|
| 1.    | BHUMIPUTRA (INDIA) LIMITED         | 95%          | Lead Member     |
| 2.    | GAURSONS INFRATECH PRIVATE LIMITED | 05%          | Relevant Member |

For SAG REALTECH PAT LTD.

Whereas the above registered consortium who jointly qualify for the bid and secured the allotment of said plot being highest bidder. They through its lead

LESSOR
Manager (Bullders)
Greater Nolda Indl, Dev. Authority

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व्यवसाध व्यापार

निवामी स्थावी ही-259 विवेक विहार दिल्ली

डी-259 विवेक विहार दिल्ली

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17/4/2013

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सद्य 17/4/2013

निप्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त

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निवासी डी-259 विवेक विशार दिल्ली



ने निप्पादन स्वीकार किया ।

शिव प्रताम मिल जिनकी पहचान श्री

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

member M/s. Bhumiputra (India) Limited has approached to the Lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

| SI.<br>No | Plot No / Sector | As per allotment<br>sub divided area<br>(in sq.m.) | Area as per<br>lease plan<br>(in sg m ) | Name of member  | Status |
|-----------|------------------|--|---|---|--------|
| 1_        | GH-2A, Sec-12    | 27122  | 29002                                   | M/s. Shubhkamna Buildwell & Estates Pvt. Ltd.<br>(SPC of M/s. Bhumiputra (India) Ltd Lead Member & M/s.<br>Gaursons Infratech Pvt. Ltd Relevant Member) | SPC    |
| 2         | GH-2B, Sec-12    | 16832  | 18000                                   | M/s. S.A.G. Realtech Pvt. Ltd.<br>(SPC of M/s. Bhumiputra (India) Ltd Lead Member & M/s.<br>Gaursons Infratech Pvt. Ltd Relevant Member)                | SPC    |
| 3         | GH-2C, Sec-12    | 14025  | 14998                                   | M/s. Cinnamon Buildtech Pvt. Ltd.<br>(SPC of M/s. Bhumiputra (India) Ltd Lead Member & M/s<br>Gaursons Infratech Pvt. Ltd Relevant Member)              | SPC    |
| 4.        | GH-2D, Sec-12    | 11689  | 12500                                   | M/s. Enchant Infrastructure Pvt. Ltd.<br>(SPC of M/s. Bhumiputra (India) Ltd Lead Member & M/s<br>Gaursons Infratech Pvt. Ltd Relevant Member)          |        |
| 5         | GH-2E, Sec-12    | 16832  | 18000                                   | M/s. Intellect Project Pvt. Ltd.<br>(SPC of M/s Bhumiputra (India) Ltd - Lead Member & M/s<br>Gaursons Infratech Pvt. Ltd - Relevant Member)            |        |

Whereas the said registered consortium has given an undertaking dated 12,12.2012 (copy annexed as **Annexure 1** to this Lease Deed) to indemnify the lessor which shall be part of this lease deed and shall in no way exonerate from their liability to perform and pay as per the terms of allotment till all the payments are made to the lessor.

Whereas the lessor approved the aforesaid sub-division vide letter No. Builders/BRS-05-2010-11/778, dated 10.12.2012 and name and status of M/s. S.A.G. REALTECH PRIVATE LIMITED on the request of consortium in accordance with the Clause C-8(e) of the brochure/bid document of the scheme, to develop and market the project on demarcated/sub-divided Plot No.GH-02B, Sector- 12, Greater Noida measuring 16832 Sq.mtr (as per lease plan actual Area 18000 square metre) is being leased through this lease deed.

AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that **M/s. S.A.G. REALTECH PRIVATE LIMITED (Lessee)** having its registered office at 65, Shrestha Vihar, Delhi-110092 shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No. GH-02B, Sector- 12 Greater Noida.

The lessee will be allowed to transfer up to 100% of its shareholding, subject to the condition that the Lead member shall continue to hold at least 26% of the shareholding in the SPC till the completion certificate of the project is obtained from lessor. In compliance with the Govt. Order No.5007/11-5-2010-500(50)/10 dated 11<sup>th</sup> October 2010, issued by the Department of Tax & Registration, Government of Uttar Pradesh, the change in the name of shareholders does not amount to transfer of the property of the company. The change in Constitution Deed regarding change in the shareholders as a result of transfer of shares in the companies is not mandatory to be registered u/s 17 of





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Registration No:

8778

Year

2,013

Book No.:

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the Registration Act, 1908. In addition to this no stamp duty is leviable on this CIC deed under Clause 23 of Schedule 1b of the Stamp Act, 1899. No transfer charges shall be leviable on the transfer of shares in the Companies and no prior approval of lessor shall be required for transferring the shares.

## A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of the 18000.00 sq.m. is Rs. 20,72,70,000.00 (Rupees Twenty Crore Seventy Two Lac Seventy Thousand only) out of which approx 10% Rs. 3,28,31,568.00 which have been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge). The balance approx 90% premium i.e. Rs. 17,44,38,432.00 of the plot along with interest @ 12% p.a. will be paid. There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly installments. After expiry of moratorium period, the balance approx. 90% premium of the plot along with interest will be paid in 16 half yearly installments in the following manner:-

| Head                   | <u>Due date</u> | Payable<br>Premium | Payable<br>Interest | Total payable<br>instalment | Balance premium |
|------------------------|-----------------|--------------------|---------------------|-----------------------------|-----------------|
| Instalment No.1 (Paid) | 30.09.2011      | 0                  | 10466306            | 10466306                    | 174438432 00    |
| Instalment No.2 (Paid) | 30 03 2012      | 0                  | 10466306            | 10466306                    | 174438432 00    |
| Instalment No.3        | 30 09.2012      | 0                  | 10466306            | 10466306                    | 174438432.00    |
| Instalment No 4        | 30.03.2013      | 0                  | 10466306            | 10466306                    | 174438432 00    |
| Instalment No.5        | 30.09 2013      | 10902402           | 10466306            | 21368708                    | 163536030.00    |
| Instalment No.6        | 30 03.2014      | 10902402           | 9812162             | 20714564                    | 152633628.00    |
| Instalment No.7        | 30.09.2014      | 10902402           | 9158018             | 20060420                    | 141731226 00    |
| Instalment No.8        | 30.03 2015      | 10902402           | 8503874             | 19406276                    | 130828824.00    |
| Instalment No.9        | 30 09 2015      | 10902402           | 7849729             | 18752131                    | 119926422.00    |
| Instalment No.10       | 30 03.2016      | 10902402           | 7195585             | 18097987                    | 109024020.00    |
| Instalment No.11       | 30.09.2016      | 10902402           | 6541441             | 17443843                    | 98121618.00     |
| Instalment No.12       | 30.03.2017      | 10902402           | 5887297             | 16789699                    | 87219216.00     |
| Instalment No.13       | 30 09.2017      | 10902402           | 5233153             | 16135555                    | 76316814.00     |
| Instalment No 14       | 30.03.2018      | 10902402           | 4579009             | 15481411                    | 65414412.00     |
| Instalment No 15       | 30.09 2018      | 10902402           | 3924865             | 14827267                    | 54512010.00     |
| Instalment No.16       | 30 03 2019      | 10902402           | 3270721             | 14173123                    | 43609608 00     |
| Instalment No 17       | 30 09.2019      | 10902402           | 2616576             | 13518978                    | 32707206.00     |
| Instalment No.18       | 30.03.2020      | 10902402           | 1962432             | 12864834                    | 21804804.00     |
| Instalment No 19       | 30 09.2020      | 10902402           | 1308288             | 12210690                    | 10902402 00     |
| Instalment No.20       | 30.03.2021      | 10902402           | 654144              | 11556546                    | 0.00            |

Manager (Byilders)
Greater Noida Indi, Dev. Authority

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Registration No: 8778 Year 2,013 Book No.:

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In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

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

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

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

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

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

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

#### **EXTENSION OF TIME**

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

2. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.

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

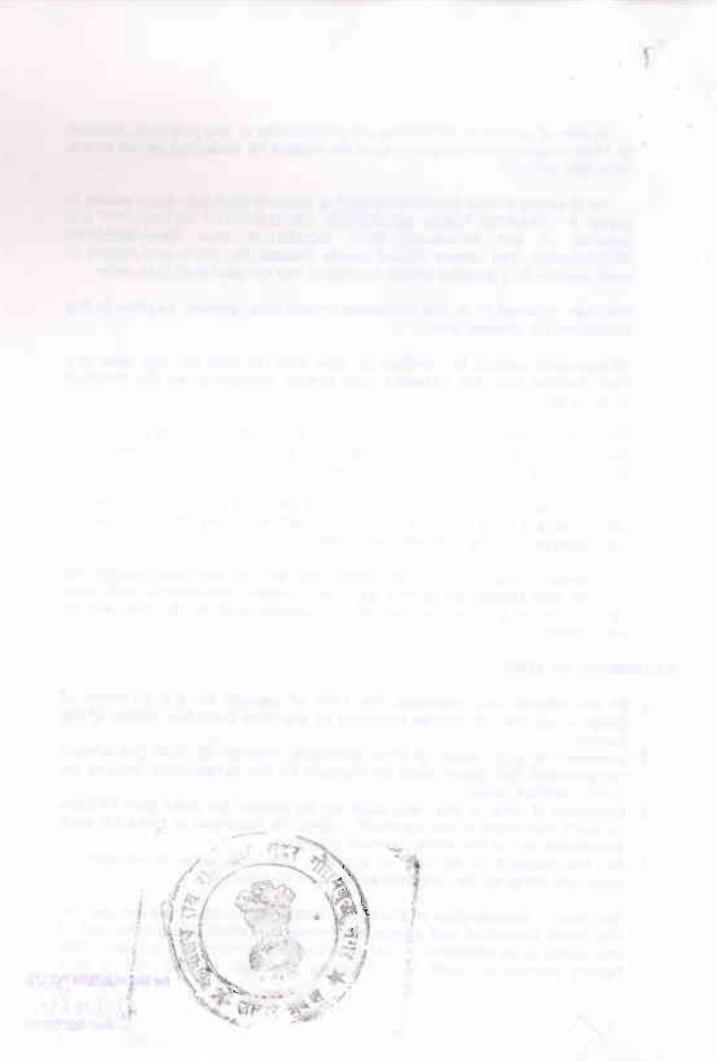
4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that sub divided plot of land For SAG REALTECH PVT. LTD.

LESSEE

LESSOR Manager (Builders) Greater Noida Indl. Dev. Authority

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numbered as Builders Residential / Large Group Housing (Sub Divided) Plot No.GH-02B, SECTOR-12, GREATER NOIDA Distt. Gautam Budh Nagar (U.P.) contained by measurement 18000.00 Sq. mtrs. 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 the said plot is more clearly delineated and shown in the attached lease plan.

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from **16**<sup>th</sup> **day of April**, **2013** except and always reserving to the Lessor.

- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

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

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
  - (i) Lessee has paid **Rs. 20,72,700.00** as annual lease rent being 1% of the plot premium.
  - (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.

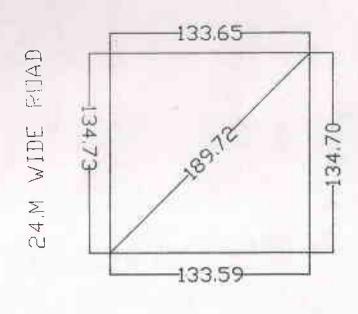
LESSOR Manager (Builders) Greater Noida Indl. Dev. Authority LESSEE 5

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NO-GH-02D&GH-02C

ROAD 24.M WIDE



PLOT NO-GH-02A

Manager (Builders) Greater Noida Ind. Dev. Authority

AREA-18000.00 SQM

POSSESSION TAKEN OVER

POSSESSION HANDED OVER

LEASE PLAN OF PLOT NO-GH-028 ECTOR-12

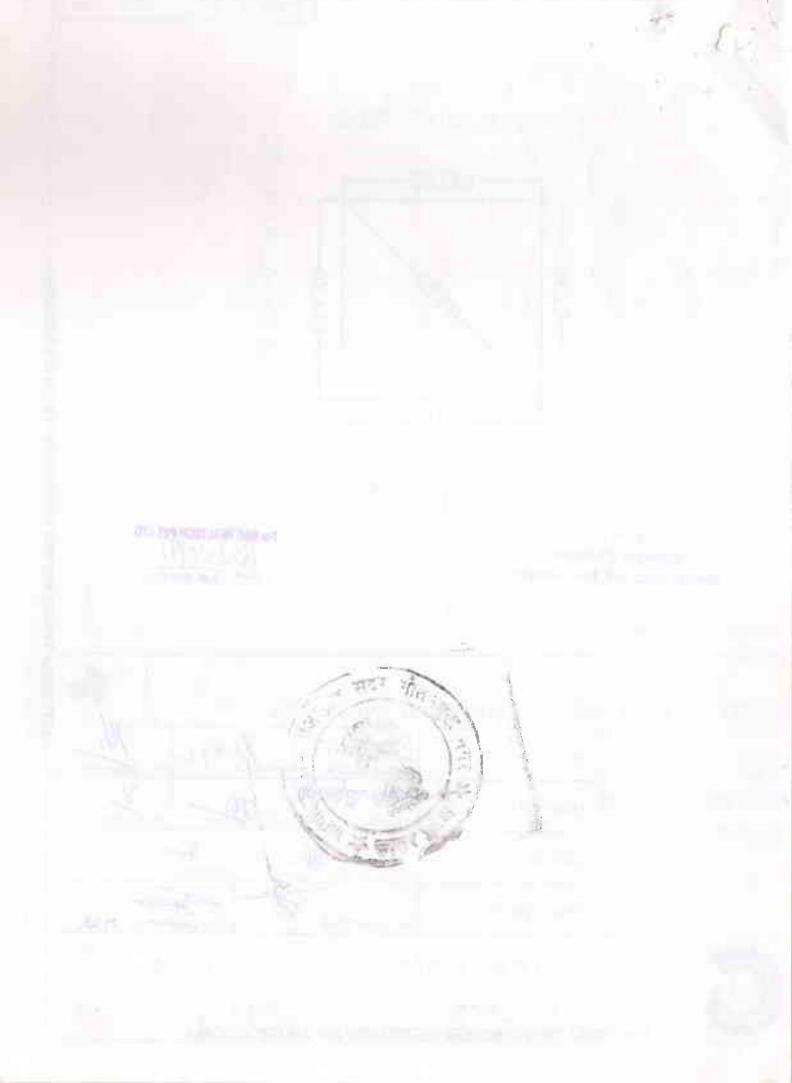
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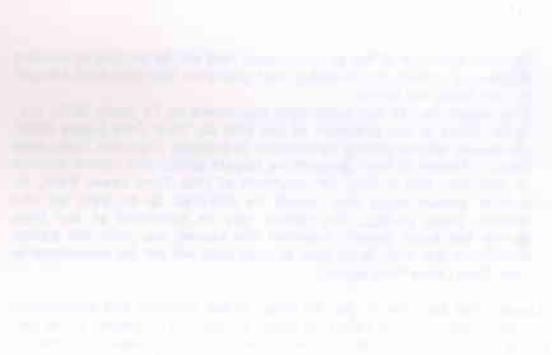
INDUSTRIAL GREATER NOIDA

DEVELOPMENT AUTHORITY PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



- (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (v) The Lessee has to pay lease rent equivalent to 11 years @1% p.a. (total 11%) of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/sub Lessee to pay proportional charges for the allotted areas.
  - c) The Lessee shall use the allotted plot for construction of Group Housing/flats/plots. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.
    - i) Such allottee/sub Lessee should be citizen of India and competent to contract.
    - ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
    - iii) Normally, the permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves

LESSOR Manager (Builders) Greater Noida Indl. Dev. Authority LESSEE A STATE AND AND ADDRESS OF THE ADDRESS OF TH







a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phasewise on payment of full premium (with interest upto the date of deposit) of the plot of that phase.

b) Every sale done by the Lessee shall have to be registered before the

physical possession of the property is handed over.

c) The Lessee has obtained building occupancy certificate from Planning Department, Greater Noida (Lessor).

d) The Lessee shall submit list of individual allottees of flats within 6

months form the date of obtaining occupancy certificate.

e) The Lessee shall have to execute tripartite sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.

f) The Sub-Lessee undertakes to put to use the premises for the

residential use of residential area only.

g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between Lessor, Lessee and proposed transferee (sub-Lessee). The Lessee/ sub Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as sub Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/ Government of U.P.

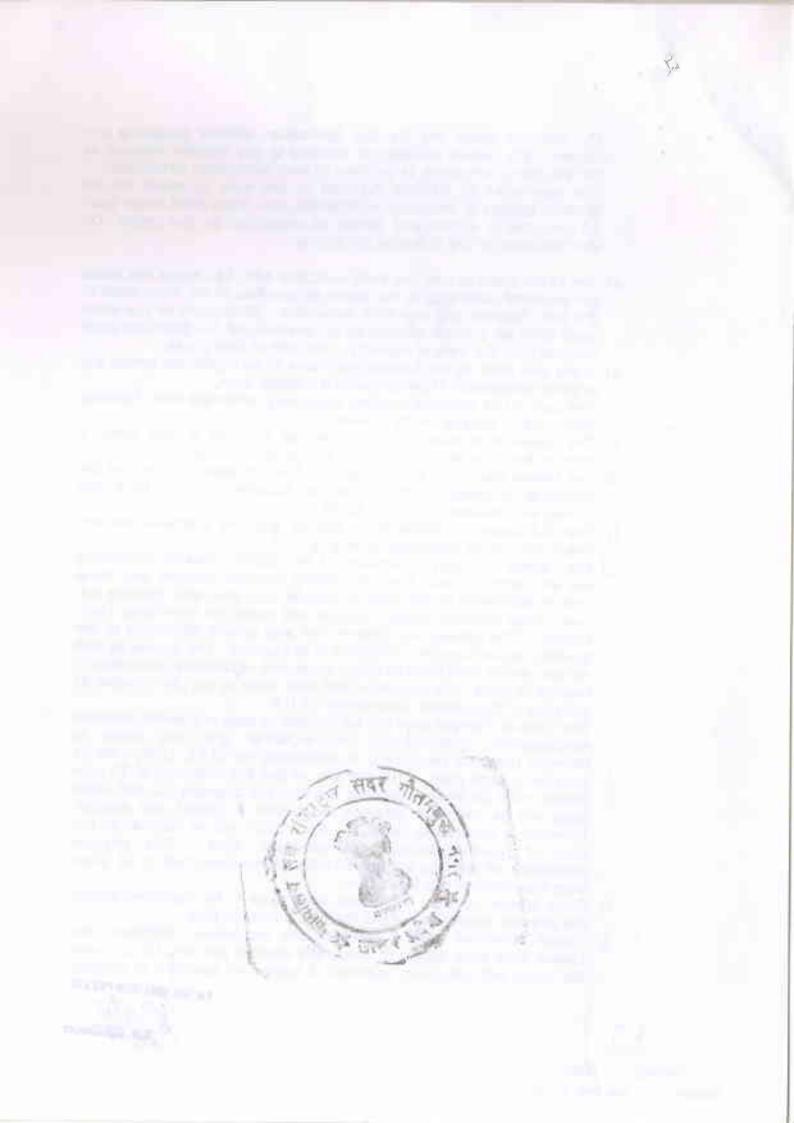
The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be The transfer of the flat in favour of 1st subpayable in such case. Lessee shall be allowed without any transfer charges but sub lease deed will be executed between the Lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed:

i) Every transer done by the Lessee shall have to be registered before the physical possession of the flat/plot is handed over.

j) Except otherwise without obtaining the completion certificate, the Lessee shall have option to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer

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Manager (Builders) Greater Noida Indl. Dev. Authority



- charges. However, the area of each of such sub divided plots should not be less than 10,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

#### NORMS OF DEVELOPMENT

The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

| Maximum permissible Ground Coverage | As per prevailing building bye-<br>laws |  |  |
|-------------------------------------|---|--|--|
| Maximum permissible FAR             | 2.75                                    |  |  |
| Set backs                           | As per prevailing Building Bye-<br>laws |  |  |
| Maximum Height                      | No Limit                                |  |  |

## **CUNSTRUCTION**

1. The Lessee is required to submit building plan together with the master 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 Lessee shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the LESSOR in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. approved layout plan allotted plot as per occupancy/completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of lease deed.

In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the LESSOR within the period of 5 years from the date of execution of lease deed.

- <sup>4</sup>2. 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.
- 3. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
  - For first year the penalty shall be 4% of the total premium.

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Manager (Builders)

Greater Noida Indl. Dev. Authority

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For third year the penalty shall be 8% of the total premium.

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

- 4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
- 5. There shall be total liberty at the part of allottee /Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development. The F.A.R. earmarked for commercial/Institutional use would be admissible but the allottee /Lessee may utilize the same for residential use as per their convenience.
- 46. The allottee /Lessee may implement the project in maximum **five phases** and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly enabling them to do phase-wise marketing.

#### MORTGAGE

The Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by allottee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the LESSOR, developer and the financial institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

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

LESSOR

Manager (Builders)

Greater Noida Indl. Dev. Authority

LESSEE SHILLDER



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#### TRANSFER OF PLOT

- 1. Without obtaining the completion certificate the Lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties with the prior approval of LESSOR on payment of transfer charges prevailed at that time. However, the area of each of such sub-divided plots should not be less than 10,000 sq.mtrs. However, individual flat/plot will be transferable with prior approval of the LESSOR as per the following conditions:-
- (i) The dues of LESSOR 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.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
- (iv) The sub-Lessee undertakes to put to use the premises for the residential use only.
  - (v) The Lessee has obtained building occupancy certificate from Building Cell/Planning Department, Greater NOIDA Industrial Development Authority.
  - (vi) First sale/transfer of a flat/plot to an allottee shall be through a Sublease/Lease Deed to be executed on the request of the Lessee to the LESSOR in writing.
  - (vii) No transfer charges will be payable in case of first sale, including the built-up premises on the sub-divided plot(s) as described above. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the LESSOR.
  - (viii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

## MISUSE, ADDITIONS, ALTERATIONS ETC.

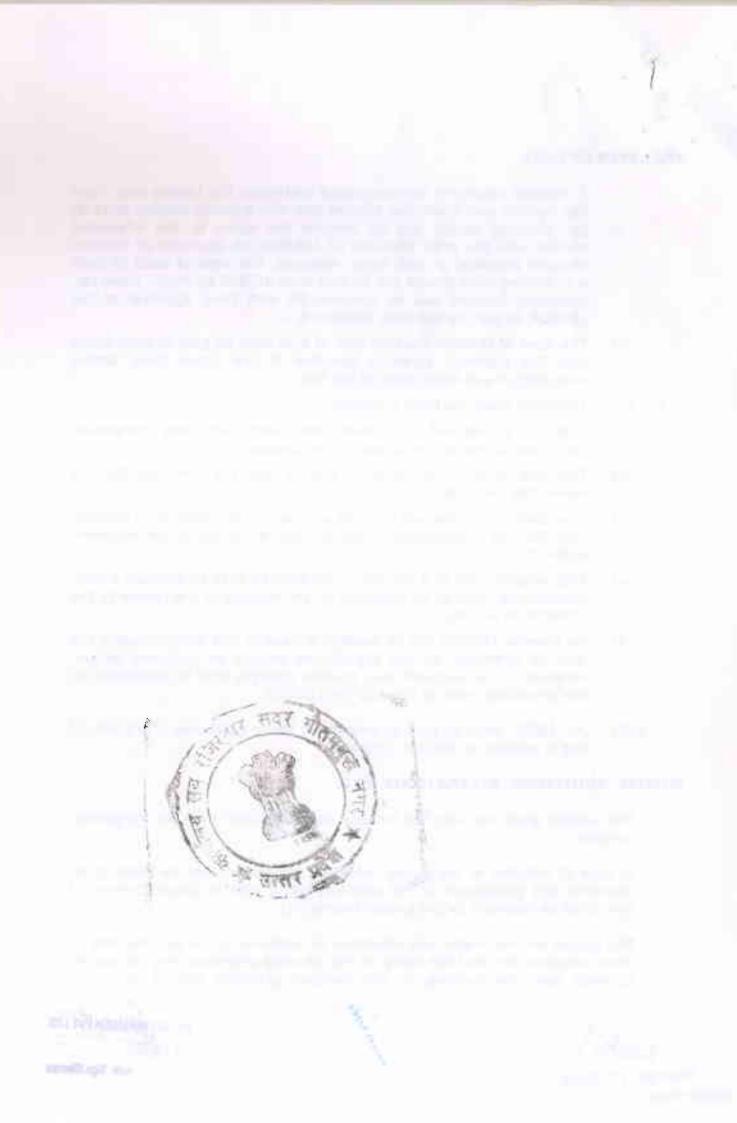
, The Lessee shall not use flat for any purpose other than for residential purpose.

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 Lessor (Authority).

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior

LESSOR Manager (Builders)
Greater Nolda Indl. Dev. Authority

LESSEE Auth, Sign /Director



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 fails to correct such deviation 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 who hereby agrees to reimburse by paying to the Lessor such amounts as may be fixed in that behalf.

#### LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Lessor empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

#### **OVERRIDING POWER OVER DORMANT PROPERTIES**

The Lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on 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)/flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the Lessee/sub-Lessee.

#### **MAINTENANCE**

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- The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
- 2. That the Lessee shall have to plan a maintenance program whereby the entire demised premises and buildings shall be kept:
  - a. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
  - b. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
- 3. That the Lessee / sub-lessee 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 therein.

LESSOR Manager (Builders) Greater Nolda Indl. Dev. Authority

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- 4. In case of non-compliance of terms and directions of Lessor, the Lessor shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
- 5. The Lessee/sub Lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer of the Lessor will have power to get the maintenance done through the Lessor 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 UP flat ownership act 1975 shall be applicable on the Lessee/sub Lessee. No objection on the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, of the Lessor in this regard shall be final.

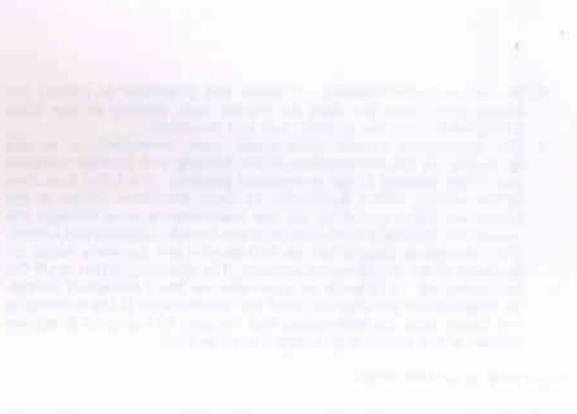
#### **CANCELLATION OF LEASE DEED**

- In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of lease 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 Lessor or by any other statutory body.
  - 3. Default on the part of the Lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.
  - 4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the 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 sub clause 1 above, then 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.

#### OTHER CLAUSES

1. 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.

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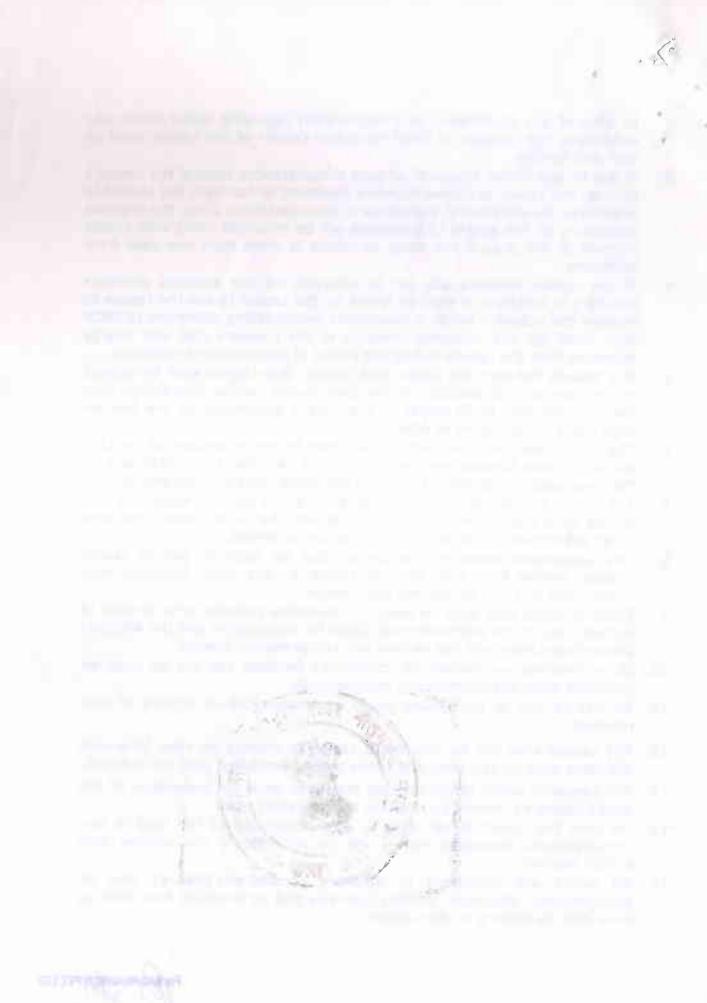
- In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
- 3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to make allotment or facilitate 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 interest @ 4% p.a., if the delay in refund is more than one year from such date.
- 4. 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.
- 5. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
- 6. The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
- 7. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time Lessor or any other authority duly empowered by them to levy the tax/charges.
- Dwelling units/ flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-Lessee will not be paid any compensation thereof.
- 10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
- 11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- 12. 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.
- 13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
- \*14. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest.
- 15. All terms and conditions of brochure of BRS-05/2010-11 and its corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

LESSOR

Manager (Bullders)

Greater Noida Indl. Dev. Authority

LESSEE Aulin Sign / Director









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# Undertaking

This Undertaking is signed and executed on this the 12th day of December, 2012 at Greater Noida

M/S Shubhkamna Buildwell & Estate Private Limited (SPECIAL PURPOSE COMPANY) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member (having 95% shureholding in consortium) and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its registered office at 197-E, Pocket-IV, Mayur Vihar Phase-I, Delhi-110 091 (hereinafter referred to as "SHUBHKAMNA") represented through its Shri Kamin Singh Rauthan (Authorized Signatory) of the Company.

M/S SAG Realtech Private Limited (SPECIAL PURPOSE COMPANY) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member (having 95% shareholding in consortium) and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its registered office at 65, Shrestha Vihar, Delhi - 110092 (hereinafter referred to as "SAG") represented through its Shri Kamal Singh Rauthan (Authorized Signatory) of the

M/S Cinnamon Buildtech Private Limited (SPECIAL PURPOSE COMPANY) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member (having 95% shareholding consortium) and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its Regd. office at 1450/2, East Jyoti Nagar, New Delhi-110 093 (hereinaft) referred to as "CINNAMON") represented through its Shri Kamal Singh Rauthan (Authoriza)

For Cinnamen Builteen Private Limited, Enchant quastracture Pvt. Ltd.

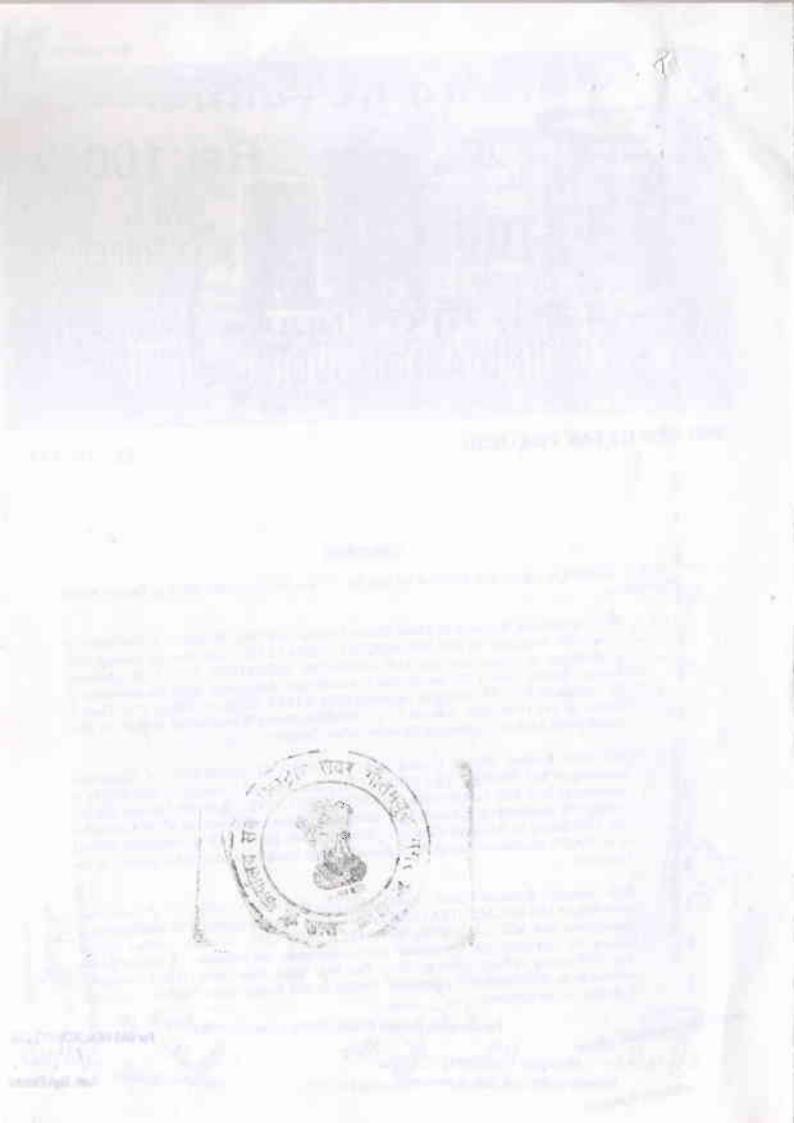
Authorized Signatory Auth Sign,/Director

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Manager (Bunders)

Greater Norda Indl. Dev. AuthorityApproprized Signatory

Authorized Signatory



- M/S Enchant Infrastructure Private Limited (SPECIAL PURPOSE COMPANY) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lend Member (having 95% shareholding in consortium) and M/S GAURSONS INFRATECH PVT LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its Regd. office at 211, Triveni Complex, E-10, Laxmi Nagar, Delhi-110092 acting (hereinafter referred to as "ENCHANT") represented through its Shri Kamal Singh Rauthan (Authorized Signatory) of the Company.
- M/S Intellect Projects Private Limited (SPECIAL PURPOSE COMPANY) of Consurtium (5) consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member (having 95% shareholding in consortium) and M/S GAURSONS INFRATECH PVT, LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its registered office at A-47, Lower Ground Floor, Hauz Khas, New Delhi-110 016 (hereinafter referred to as "INTELLECT") represented through its Shri Kamal Singh Rauthan (Authorized Signatory) of the Company.

AND SHUBHKAMNA, SAG, CINNAMON, ENCHANT & INTELLECT are here-in-after collectively called, "EXECUTANTS".

WHEREAS in response to the invitation for bid in the BRS-05/2010-11 (Scheme Code) scheme of the Builders Residential/ Large Group Housing Plots floated by the Greater Noida Industrial Development Authority (hereinafter referred to as the GNIDA), the consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member and M/S GAURSONS INFRATECH PVT LTD., Relevant Member (name of Company/consortium) submitted their bid for allotment of Plot No. GH-02, Sector-12, Greater Noida admeasuring 92500 Sq. Mtr. And agreed to abide by all the terms and conditions set out in the brochure of the scheme.

AND WHEREAS the GNIDA vide letter bearing No. PROP/BRS-05/2010-11/459 dated 30.03.2011 allotted Plot No. GH-02, Sector-12, Greater Noida having an area of 92500 square meter in favor of the Consortium.

AND WHEREAS upon being called to have lease deed of the allotted plot executed in the name of Consortium, the Lead Member and the Relevant Member agreed amongst themselves that as permissible under clause C-8 of the brochure of the scheme, the above said plot may be sub divided and the Lease Deed of the sub बेivided plots be executed in favor of following Special Purpose companies of Consortium and a request letter dated 07-12-2012 was addressed to GNIDA in this regard.

AND WHEREAS the request of the consortium member as contained in the said letter dated 07-12-2012 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 10-12-2012, including submission of an undertaking and approved to execute lease deed in the flower manner:

a) Plot No. GH-02/A, Sector-12, Greater Noida admeasuring 29002 50, Mts. In favor of M/s Shubhkamna Buildwell & Estates Private Limited,

b) Plot No. GH-02/B, Sector-12, Greater Noida admeasuring 18000 Sq. favor of M/s. SAG Realtech Private Limited

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Manager (Builders)

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- c) Plot No.- GH-02/C, Sector-12, Greater Noida admeasuring 14998 Sq. Mtr. in favour of M/s. Cinnamon Buildtech Private Limited,
- d) Plot No. GH-02/D, Sector-12, Greater Noida admeasuring 12500 Sq. Mtr. in favour of M/s. Enchant Infrastructure Private Limited and
- e) Plot No. GH-02/E, Sector-12, Greater Noida admeasuring 18000 Sq. Mtr. in favour of M/s. Intellect Project Private Limited.

# NOW, THEREFORE, THIS UNDERTAKING WITNESSES AS UNDER:-

- 1. That, we the Executants (Special Purpose Companies) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member) do hereby agree that, the execution of Lease Deed of an area of 29002 Sq. Mtr. In favour of Shubhkamna, 18000 Sq. Mtr. in favor of SAG, 14998 Sq. Mtr. in favour of Cinnamon, 12500 Sq. Mtr. in favor of Enchant and 18000 Sq. Mtr. in favor of Intellect, shall make respective executant liable for the due compliance of all the terms and conditions for the area mentioned in the respective lease deed and any breach of the above aforesaid, by one of us, shall constitute breach also by the respective executant and thereby empower the GNIDA to take action against the respective executant.
- Z. That each of us jointly and severally agree that this undertaking shall form part of Lease Deeds to be executed and necessary clause(s) to this effect shall be stipulated in the lease deeds to be executed.
- 3. That any breach of the conditions set out in this undertaking shall render the permission granted in principle wide GNIDA's letter dated 10-12-2012 withdrawn in case Lease Deed has been executed, then the breach of these present shall constitute a breach of the Lease Deed for which GNIDA shall be entitled to take action against us, including determination of the respective Lease Deed to be executed.
- 4. That, in terms of clause 8(a) of the scheme, we undertake that the Lead Member of the Consortium shall retain at least 26% of the shareholding as per consortium till the completior. Certificate of at least one phase of the project is obtained from GNIDA.
- 5. That each of the signatory on behalf of all SPCs have been duly authorized \$ by their respective Board of Directors to submit this Undertaking. A copy Bord Resolution in favour of each of the signatory is being annexed as annexure 'A', Annexure'B', Annexure 'C', Annexure 'D' and Annexure 'E' this Undertaking and the same shall be deemed to be part of his Undertaking.

6. That this Undertaking has been given by us voluntarily and without any threat, coercion or duress of any kind whatsoever.
For Cinnamon Builtech Private Limited For Enchapt Infrastructure Par Lid ets Private Limited

Authorized Signatory

Authorized Signatory

ro: Sag Reals

Manager (Builders)

Authorize Noida Indl. Dev. Authority



IN WITNESSES WHEREOF all of the executants have affixed their signatures in the presence of each other's on the date first mentioned above.

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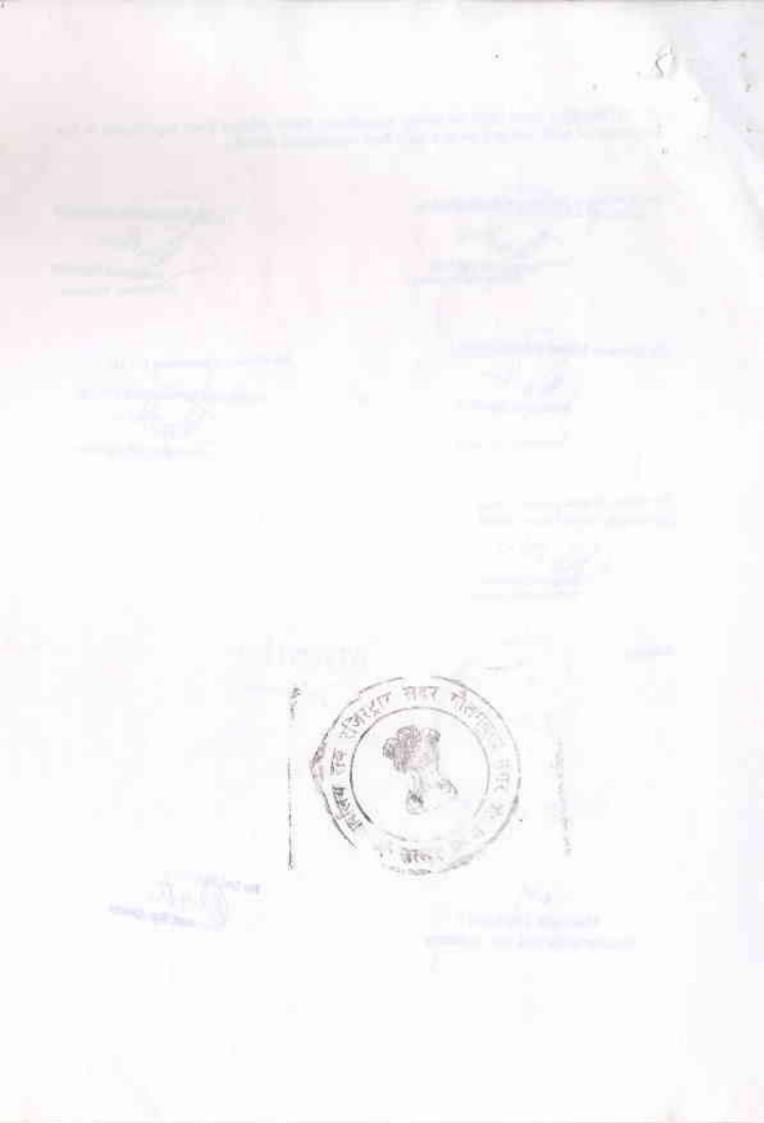
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Manager (Builders)
Greater Noida Indl. Dev. Authority

For SAND MALTERY PORTS



Annexure-A

## SHUBHKAMNA BUILDWELL & ESTATES PRIVATE LIMITED Regd. Office: 197-E, Pocket-IV, Mayur Vihar Phase-I, Delhi-110 091

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE ON 20TH NOVEMBER, 2012

"Resolved that the Company will take over the Assests and Liabilities of the Group Housing Plot No. GH-02/A, Sector-12, Greater Noida Distr. Gautam Budh Nagar, U.P. area measuring 29002 sq. mtrs. from the Original Consortium Members allotted to them vide Allotment Letter No. PROP/BRS-05/2010-11/459 dated 30.03.2011."

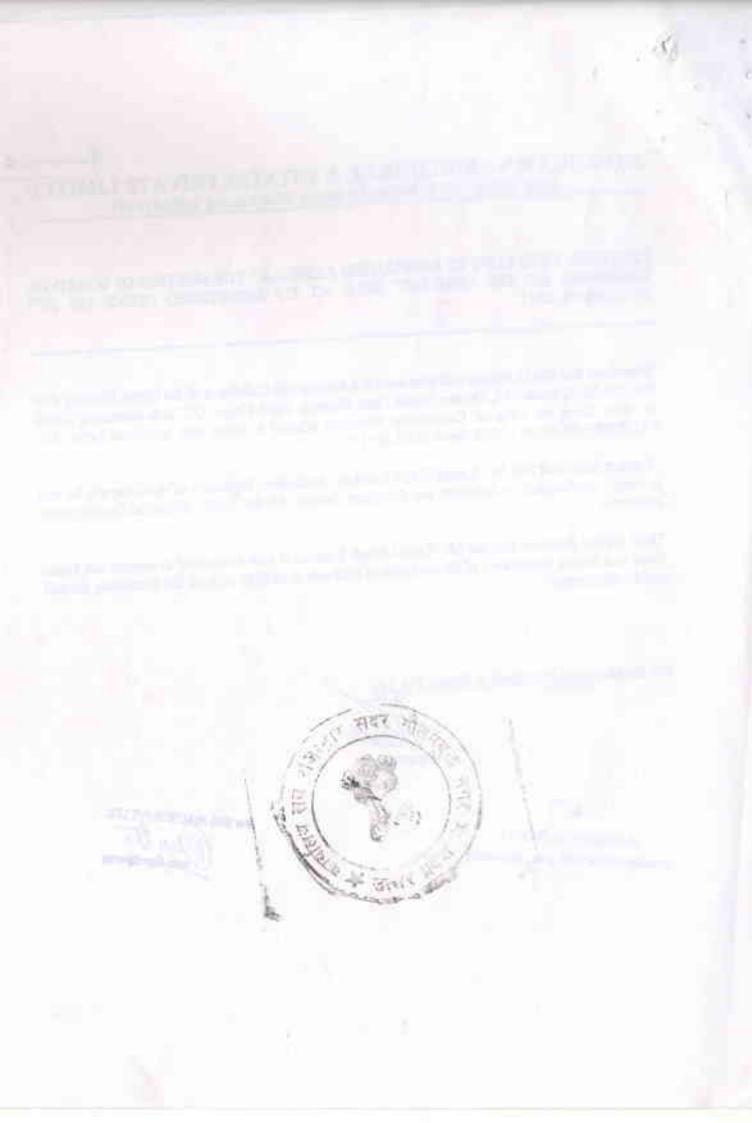
"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the Company be and is hereby authorized to represent the Company before Greater Noida Industrial Development Authority."

"And further resolved that the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of land and to comply with all the formalities for and incidental thereto."

For Shubhkanna Buildwell & Estates P

Director

Manager (Builders) Greater Noida Indl. Dev. Authority



# S.A.G. REALTECH PRIVATE LIMITED

65, SHRESTHA VIHAR, DELHI - 110092

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE AT 65, SHRESTHA VIHAR, DELHI – 110092 ON 20<sup>TH</sup> NOVEMBER, 2012

"Resolved that the Company will take over the Assests and Liabilities of the Group Housing Plot No. GH-02/B, Sector-12, Greater Noida Distr. Gautam Budh Nagar, U.P. area measuring 18000 sq. mtrs. from the Original Consortium Members allotted to them vide Allotment Letter No. PROP/BRS-05/2010-11/459 dated 30.03.2011."

"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the Company be and is hereby authorized to represent the Company before Greater Noida Industrial Development Authority."

"And further resolved that the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of land and to comply with all the formalities for and incidental thereto."

For Shu Realtech Private Limited.

Authorized Signatory

Greater Nolda Indi. Dev. Authority

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Annexure

# CINNAMON BUILDTECH PRIVATE LIMITED

Regd office: 1450/2 East Jyoti Nagar, New Delhi-110093

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE ON 20th NOVEMBER, 2012.

"Resolved that the Company will take over the Assests and Libilities of the Group Housing Plot No. GH-02/C, Sector-12, Greater Noida Distt. Gautam Budh Nagar, U.P. area measuring 14998 sq. mtrs. from the Original Consortium Members allotted to them vide Allotment Letter No.

"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the Company be and is hereby authorized to represent the Company before Greater Noida Industrial Development

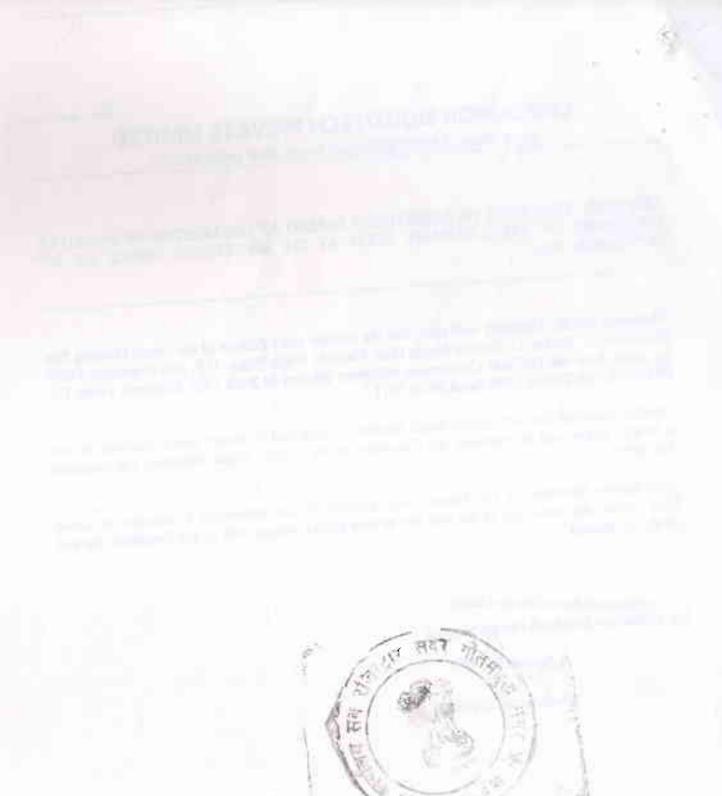
"And further resolved the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of land and to comply with all the formalities for and incidental thereto."

For Cinnamon Builtech Private Limited

For Cinnamon Buildtech Private Limited

Authorized Signatory

Manager (Builders) Greater Noida Indl. Dev. Authority



Annexura D

### INTELLECT PROJECTS PRIVATE LIMITED

REGISTERED OFFICE:- A-47, LOWER GROUND FLOOR, HAUZ KHAS, NEW DELHI-110016

Certified true copy of resolution passed at the meeting of the board of directors of the company held at its registered office on 20<sup>th</sup> November, 2012 at 11.00 A.M

"Resolved that the company will take over the Assets and liabilities of the Group Housing plot No. GH-02/E, Sector-12, Greater Noida Distt. Gautam Budh Nagar, U.P.

"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the company be and is herby authorized to represent the company before Greater Noida Industrial Development Authority.

"Further Resolved that the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of the land and to comply with all the formalities for and incidental thereto."

For INTELLECT PROJECTS PVT.

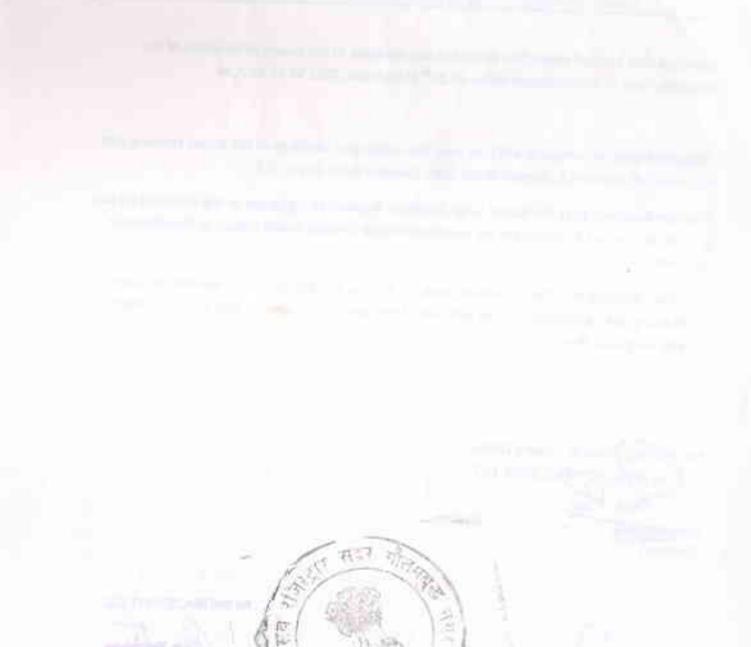
Sanjeev Wiitia

Director

(Director)

Manager (Bullders)
Greater Noida Indi. Dev. Authority

For SAG REALTECH PVT. LTD.



# Enchant Infrastructure Private Limited

Regd. Office: 211, Triveni Complex, E-10, Laxmi Nagar, Delhi-110 092.

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE AT 211, TRIVENI COMPLEX, E-10, LAXMI NAGAR, DELHI - 110092 ON 20<sup>TH</sup> NOVEMBER, 2012

"Resolved that the Company will take over the Assests and Liabilities of the Group Housing Plot No. GH-02/D, Sector-12, Greater Noida Distt. Cautam Budh Nagar, U.P. area measuring 12500 sq. mtrs. from the Original Consortium Members allotted to them vide Allotment Letter No. PROP/BRS-05/2010-11/459 dated 30.03.2011."

"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the Company be and is hereby authorized to represent the Company before Greater Noida Industrial Development Authority"

"And further resolved that the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of land and to comply with all the formalities for and incidental thereto."

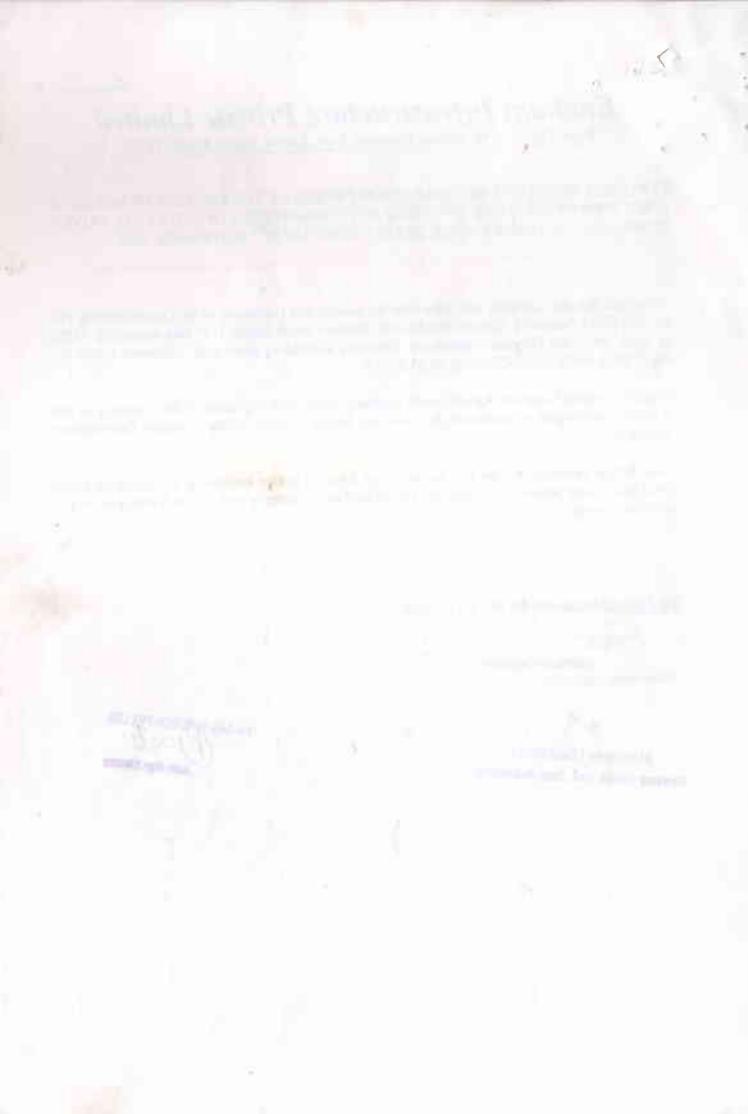
FSI Enchanthhabianturet and Private Limited

Authorized Signatory

Authorized Signatory

Manager (Bullders)
Greater Noida Indl. Dev. Authority

For SAIS PARTIECH PUT LTD.



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

In presence of:

Witnesses:

1. Akuluat ARUN KWATRA D-265 & Vivel Vihon

Della - 110095

2. Shaileadh Rowet

Shaileadh Rowet

L-85, Leifpot Nagar,

Shibohad,

Ghaziabad

Manager (Bullders)
Greater Noida Indl. Dev. Authority

For and on behalf of LESSOR

For and on behalf of LESSEE

LESSOR Manager (Builders) Greater Noida Indl. Dev. Authority LESSEE 14

आज दिनांक <u>17/04/2013</u> को वहीं सं. <u>1</u> जिल्द सं. <u>13008</u> पृष्ठ सं. <u>391</u> से <u>440</u> पर कमांक <u>87</u> रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर









### **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**

### POSSESSION CERTIFICATE

| Plot Code Allotment No. PROP ISRS-05 Plot No. GH-2 Block No. Sector 12   | [2010-11]445<br>[3 | Lessee / Al<br>& Address<br>PVT. U | Ropf BR1 2013/1307<br>17 APRIL 2013<br>lottee's Name Mfs.<br>S.A.G. REALTECH<br>D.<br>Shrustlig Vihan |
|--|--------------------|------------------------------------|---|
| Status/Boundaries of plot  | Dimensions         | Area (In Sq. m.)                   | Remarks   |
| South-West   | Plan.              | 18000 S                            | J.mh.   |
| Site plan of the plot is enclose   | ion of the plot N  | GH-2B<br>oBlock No                 | Sector 12 on 16 4   |
| I/We agree with the plot free from encroachment.   | Size, area, earn   | larked in the enclos               | ed plan and the plot is   |
| Possession handed over by  |                    | Pos                                | ssession taken over by  |
| Manager (Builders)  Greater Noida Indl. Dev. Authority  H-169, SECTOR-GAMMA, GREAT  DISTT. GAUTAM BUDH NAGAR ( PIN - 201 308 | TER NOIDA CITY     |                                    | Signature of the lessee   |

Copy to

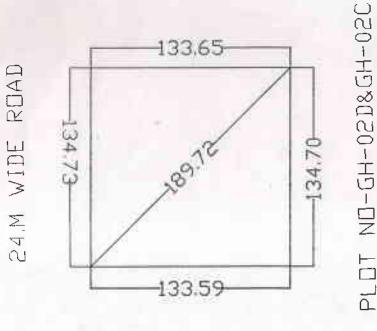
- 1. Lessee
- 2. General Manager (Property)
- 3. General Manager (Engg.)
- 4. General Manager (Finance)

Manager (Builders)

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT, GAUTAM BUDH NAGAR (U.P.)







PINT NO-GH-02A

MEA-18000.00 SQM

Manager (Builders) Greater Noida Indl. Dev. Authority

POSSESSION TAKEN OVER

POSSESSION HANDED OVER

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT EASE PLAN OF PROJ. DEPTT. LOT NO-GH-02B 100 LAND DEPTT. N. TEHSILDAR **TEHSILDAR** ECTOR-12 LAW DEPTT FEATER NOIDA PLNG DEPTT

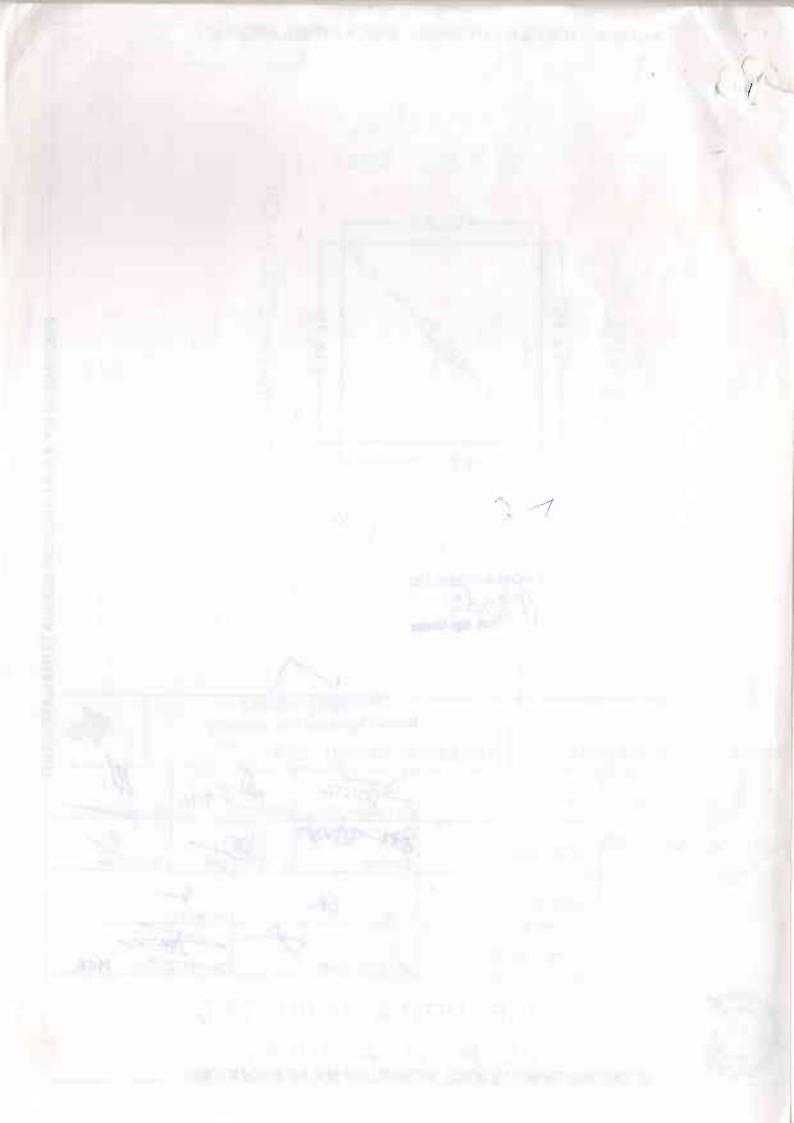


INDUSTRIAL NOIDA GREATER

SR. DRAFTSMAN

MGR

XECUTIVE



#### APPENDIX-I

{See regulation 5(1)}

Form for first application to erect, re-erect, demolish or to make material alteration in a building

To, The Chief Executive Officer, Greater Noida Industrial Development Authority, Uttar Pradesh.

Sit,

accordance with the Greater Noida Industrial Development Area Hullding Regulations and Planning and Development Directions and I enclose herewith the documents as per checklist 1-A/ 1-B/1-C/1-D annexed to this application

I request that the construction may be approved and permission accorded to me to execute the work

Signature of the applicant

Name of applicant (in Block letters). M/S S.A.G. REALTECH PUT, LTD.

Address of the applicant: 65, Shrestha Uit & Ochi

Dated:

i) NOTE—Strike out which is not applied.

CHECKLIST -! A (For buildings on mulividual residentia 4 19 1811 1814-201 08

- Ownership documents, copies of allotment letter (transfer letter in case of transfer) possession certificate, the lease deed (transfer deed in case of transfer), and dimension plan issued by the Authority
- Form for first application to erect, re-creek, demolish or to make material alteration in a building (Appendix 1)
- Certificate prescribed in Appendix-2 for undertaking the supervision by the Licensed Technical Person Any change of the technical personnel during construction work shall be intunated to the Chief Executive Officer in 11) writing
- Structural stability certificate from the Architect/Structural Engineers as per Appendix-3 151
- Certificate for sanction of Building Plan as per Appendix-4
- Indemnity bond as per Appendix-5 in case where basement is proposed to be constructed on Rs 100/- stamp paper duly attested by a Notary.
- Specification of proposed building as per Appendix -6 vií)
- Application for drainage of premises as per Appendix-7
  Photocopy of the registration of the Licensed Technical Person as per Appendix 12 duly authenticated with plot number for which it is submitted ix)
- rm for water and sewer connection.
- **a**)
- receipt of fees deposited, water and sewer connection charges, service connection and ramp

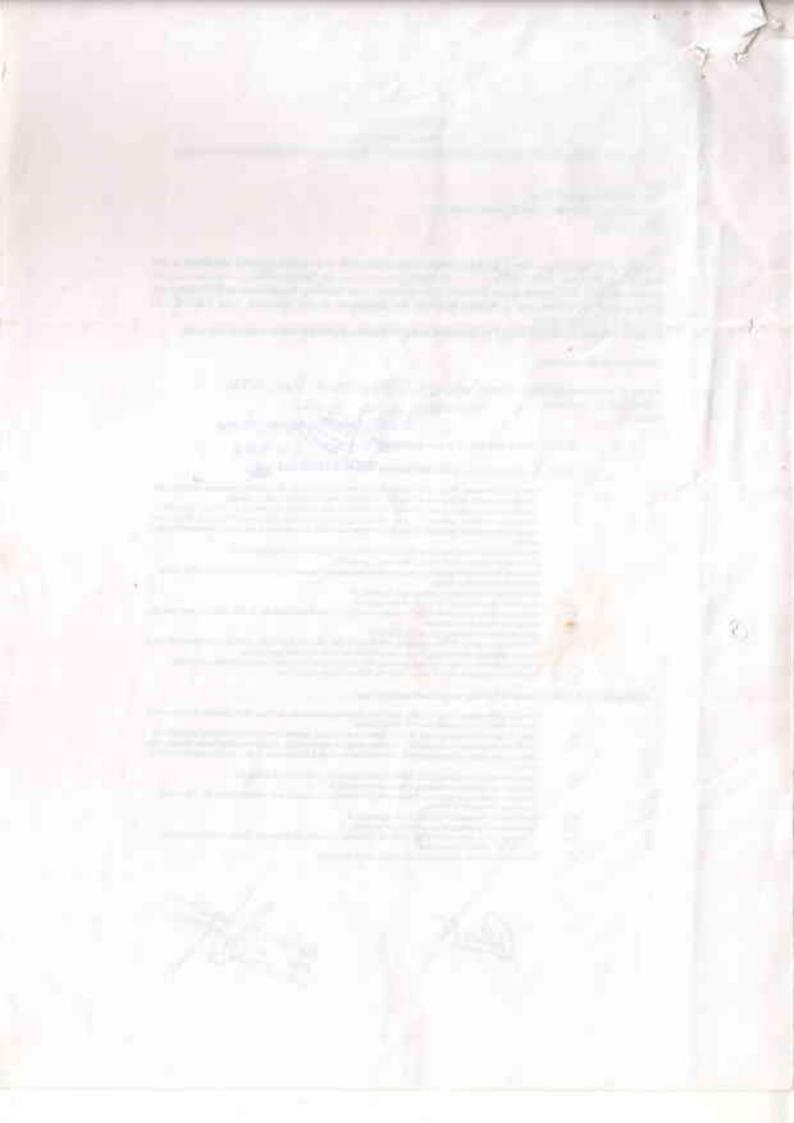
  Person and Owner. xi)
- XIII

#### CHECKLIST - ( B (For buildings other than those on individual residential plots)

- Ownership documents; copies of allotment letter, possession certificate, the lease deed (transfer deed in case of transfer), and dimension plan issued by the authority
- Form for first application to erect, respect, described or sensate more and adention or a building (Appendix 1)
- Certificate presented in Append of the united by the Line of the Person Any change of the technical personnel line of the tech ni)
- Structural stability certificate from the Architect/Structural Engineers as per Appendix-3 IV)
- Certificate for sanction of Building Plan as per Appendix-4 Indemnity bond as per Appendix-5 in case where basement is proposed to be constructed on Rs. 100*i*-stamp paper duly attested by a Notary
- Specification of proposed building as per Appendix -6 vii)
- for dramage of premises as per Appendix-7.

  I the registration of the Licensed Technical Person as per Appendix 12 duly authenticated with ix) Plot No for which it is submitted
- Application form for water and sevier connection (if applicable)

(Wholly



### **Greater Noida Industrial Development Authority**

Plot No. 01, Sector-KP-IV, Greater Noida City, Distt. G.B.Nagar

PLG/(BP)/3207(S)/2019/ 5.9.8.6

Dated:-

13/9/2019

To,

M/s SAG Realtech Pvt. Ltd. H-71 Sector 63 Noida

CONDITIONAL with respect point no 15 vis-à-vis notification 60(A) dated 27-01-1994 and its amendment from time to time issued by Ministry of Environment & Forest and point no. guidelines vis-à-vis 15 11,2012 of C.G.W A

Sir.

With reference to your application no 44028 dated- 19.06.2019, for grant of Sanction of Building plan on Plot no. GH-02B Sector-12, Greater Noida. I have to inform you that the sanction is being granted by the Authority with the following conditions:

1. This sanction is being granted under the provision of 'The Greater Noida Industrial Development Area Building Regulation 2010

The validity of this sanction is up to-5 Years

- 3. In case of allotment is cancelled/lease in determine for whatsoever reason by functional department, aforesaid sanction shall automatically be deemed to have been withdrawn.
- During this period, after the completion of construction it is necessary to apply for occupancy certificate Time extension charge shall be payable as applicable.

5. If demanded by the Authority. You shall be liable to pay charges for the provision of any further facilities/development/improvement.

6. A copy of the sanction drawing shall always be kept at site and shall be made available to any officer of the Authority on demand.

7. No addition/alteration is permitted in the sanctioned drawings. For any changes prior permission form the Authority required.

- 8. You shall be responsible for carrying out the work in accordance with the requirements of Greater Noida Industrial Development Building Regulation 2010. And directions made form time to time.
- Prior permission is required before digging an under ground bore well.

10. No activity other than as specified in lease deed shall be permitted in the premises.

- 11. Prior permission is permission from the Authority is required for temporary structure also like labour huts & site
- 12 Gate shall open on to the service road only Direct access to the main carriageway shall not be provided.
- 13. Services, rain water harvesting shall be laid as per approval of Authority

No parking of any kind shall be permitted on r/w of road.

15. Pejometer shall have to be installed as per direction issued by Authority,

16. Complying with all the requirement for obtaining NOC from various departments prior to submission of application for occupancy shall be the responsibility of allottee irrespective of the proposal sanctioned by GNIDA.

17. Before starting construction, the NOC is required from Ministry of Environment & Forest under notification no-60(A) dated 27-1-1994 and its amendment from time to time or under notification dated 14-09-2006 which ever is applicable. The copy of shall be submitted to the Authority. If construction is started before obtaining the NOC, the sanction shall be treated as cancelled.

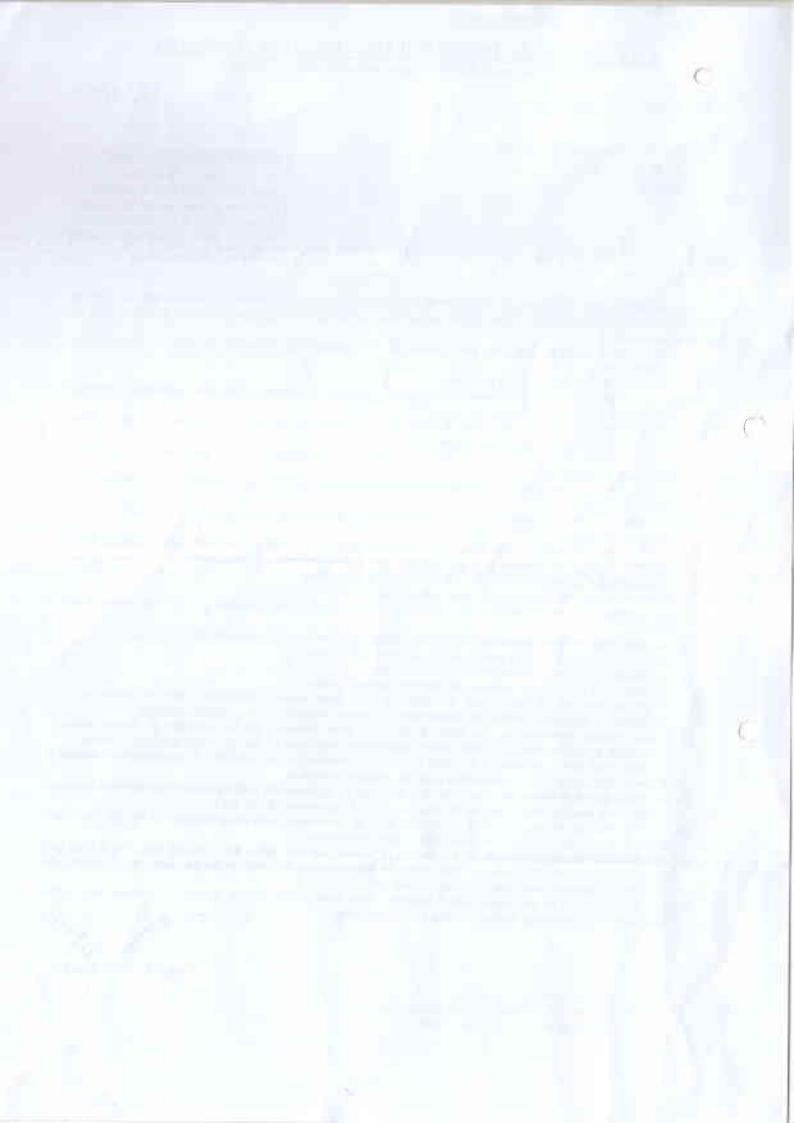
18. The Promoter shall follow the Apartment Act 2010 and its applicability to the project as per defined rules and amendments made in future. As per the Provision of U.P. Apartment Rules 2011.

- 19. The Construction on the plot shall have to be done in accordance with the provisions of MOEF Guidelines 2010 and Honorable NGT orders from time to time in this regard.
- 20. The Promoter shall inform the office of DGM (Plng) for site visit when construction upto Plinth level and Ground floor slab level is reached. After clearance from planning department the promoter can go ahead with construction beyond plinth level & Ground floor slab.

21. The Promoter will be get labour cess registration done with Labour Deppt. of U.P. and submit copy in the office of DGM (Planning) before starting any construction.

Senior Manager (Arch.)

Copy of sanctioned drawings ( ) Encl: Copy to: G.M. (Engg.) for information and n.a. Copy to: System for information and n.a.



Date: 04-09-2018

Valid Upto: 03-09-2026

65, SHRESTHA VIHAR, DELHI-110092

### No Objection Certificate for Height Clearance

- 1. This NOC is issued by Airports Authority of India (AAI) in pursuance of responsibility conferred by and as per the provisions of Govt. of India (Ministry of Civil Aviation) order GSR751 (E) dated 30th Sep 2015 for Safe and Regular Aircraft Operations
- is office has no objection to the construction of the proposed structure as per the following details:

| NOC ID:   | SAFD/NORTH/B/082318/328427   |  |  |  |  |
|---|--|--|--|--|--|
| Applicant Name*   | Rahul Gupta  |  |  |  |  |
| Site Address*   | GH-2B, SECTOR-12, GREATER NOIDA, GREATER NOIDA, Gautam Buddha Nagar, Utta<br>Pradesh                                       |  |  |  |  |
| Site Coordinates*   | 77 28 53.59-28 33 52.42, 77 28 56.60-28 33 49.06, 77 28 56.97-28 33 52.29, 77 28 57.62-28 33 55.17, 77 29 00.58-2 35 51.69 |  |  |  |  |
| Site Elevation in mtrs AMSL as submitted by Applicant*          | 209.81 M   |  |  |  |  |
| Permissible Top Elevation in mtrs<br>Above Mean Sea Level(AMSL) | 304.81 M   |  |  |  |  |

- \*As provided by applicant
- 3. This NOC is subject to the terms and conditions as given below:
- a Permissible Top elevation has been issued on the basis of Site coordinates and Site Elevation submitted by Applicant, AAI neither owns the responsibility nor authenticates the correctness of the site coordinates & site elevation provided by the applicant. If at any stage it is established that the actual data is different, this NOC will stand null and void and action will be taken as per law. The office in-charge of the concerned aerodrome may initiate action under the Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules, 1994"
- b. Airport operator or his designated representative may visit the site (with prior coordination) to ensure that NOC terms & conditions are complied
- c. The Structure height (including any superstructure) shall be calculated by subtracting the Site elevation in AMSL from the Permissible Top Elevation in AMSL i.e. Maximum Structure Height = Permissible Top Elevation minus (-) Site Elevation
- d. The issue of the 'NOC' is further subject to the provisions of Section 9-A of the Indian Aircraft Act, 1934 and any notifications issued there under from time to time including the Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules, 1994.

क्षेत्रीय मुख्यालय उत्तरी क्षेत्र, परिचालन कार्यालय परिसर रंगपुरी, नई दिल्ली - 110037 द्रभाष संख्या - 91-11-25653566 Regional headquarter Northern Region, Operational Offices Complex Rangpuri, New Delhi-110 037 Tel: 91-11-25653566

" हिंदी पत्रों का स्वागत है !"

एस. के. पुरवार S K Purwar



### भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

- e No radio/TV Antenna, lighting arresters, staircase, Mumtee, Overhead water tank and attachments of fixtures of any kind shall project above the Permissible Top Elevation of 304 81 M (AMSL), as indicated in para 2.
- f. Use of oil, electric or any other fuel which does not create smoke hazard for flight operations is obligatory, within 8 KM of the Aerodrome Reference Point
- g The certificate is valid for a period of 8 years from the date of its issue One time revalidation without assessment may be allowed, provided construction work has commenced, subject to the condition that such request shall be made within the validity period of the NOC and the delay is due to circumstances which are beyound the control of the developer.
- h. No light or a combination of lights which by reason of its intensity, configuration or colour may cause confusion with the aeronautical ground lights of the Airport shall be installed at the site at any time, during or after the construction of the building. No activity shall be allowed which may affect the safe operations of flights
- The applicant will not complain/claim compensation against aircraft noise, vibrations, damages etc. caused by aircraft operations at or in the vicinity of the airport
- j Day markings & night lighting with secondary power supply shall be provided as per the guidelines specified in chapter 6 and appendix 6 of Civil Aviation Requirement Series 'B' Part I Section 4, available on DGCA India website: www.dgca.nic in
- k. The applicant is responsible to obtain all other statutory clearances from the concerned authorities including the approval of building plans. This NOC for height clearances is to ensure the safe and regular aircraft operations and shall not be used as document for any other purpose/claim whatsoever, including ownership of land etc
- I This NOC has been issued w.r.t. the Civil Airports. Applicant needs to seek separate NOC from Defence, if the site lies within their jurisdiction. Applicants also need to seek clearance from state Govt as applicable, for sites which lies in the jurisdiction of unlicensed aerodrome as outlined in Rule 13 of GSR751 (E)
- m. In case of any discrepancy/interpretation of NOC letter, English version shall be valid
- n In case of any dispute w r t site elevation and/or AGL height, top elevation in AMSL shall prevail

Chairman NOC Committee

Region Name: NORTH

Address: General Manager Airports Authority of

India, Regional Headquarter, Northern

Region, Operational Offices, Gurgaon

Road, New Delhi-110037

Email ID: noc\_nr@aai aero

Contact No: 011-25653551

S K Ruman एस. के. पुरवार S K Purwar

| Name / Designation / Sign with Date |  |  |
|-------------------------------------|--|--|
|                                     |  |  |
|                                     |  |  |
|                                     |  |  |



### भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

File No. AAI/RHQ/NR/ATM/NOC/ 2618/-366/14/2-1415

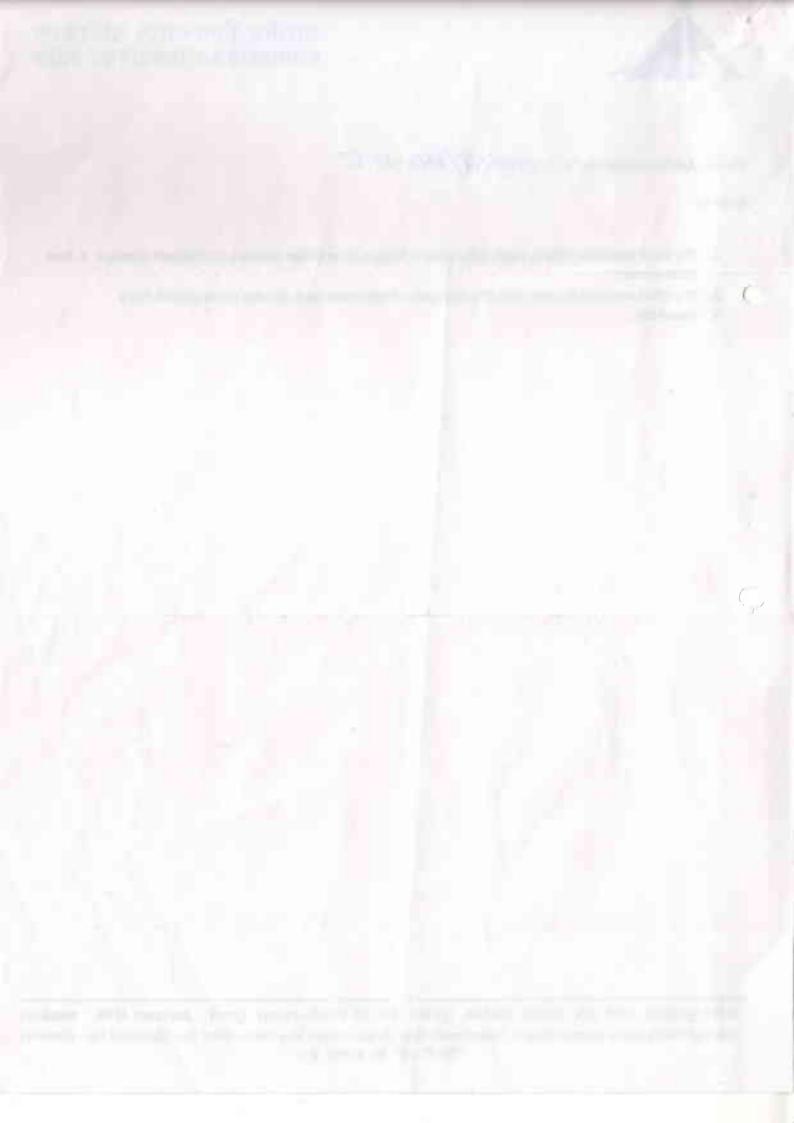
Copy to:

- 1. The Chief Executive Officer, Delhi International Airport, New Uddan Bhawan, I.G.I Airport Terminal -3, New Delhi-110037.
- 2. The Chief Architect Planner, 169, Chitvan Estate, Sector-Gamma-II, Greater noida-201306 (U.P)
- 3. Guard file.

AND DESCRIPTION OF THE PARTY OF



THE SHOPPING TO SERVE THE SERVE THE



(http://www.lnvestgnida.ln/)

Tuesday 09-Jul-2019 6:

Allottee Name: M/S S.A.G. REALTECH PVT. LTD. (

Allotment No : BRS050 Department : Bu

14 4 1 (of 1 ) )

Find | Next

R - 🚱

#### GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY



PLOT NO. 01, SECTOR KNOWLEDGE, PARK IV, GREATER NOIDA CITY GREATER NOIDA DISTRICT GAUTAM BUDH NAGAR, (U.P.) Fax:0120-2326334/2326145 Ph.:0120-2326335/6/7/2326150/1/2/3/4/5 Website: www.greaternoidaauthority.in e-Mail: authority@gnida.in

#### No Dues certificate

#### Acknowledgment Reciept

Dear Applicant,

Name of Allottee: M/S S.A.G REALTECH

Requested Date: 09/07/2019 6:18:17 PM

PVT. LTD. (SPC)

Name of Scheme: BUILDERS RESIDENTIAL

SHCEME-05

Scheme Code: BRS05

Allotment No.: BRS0500015

Block :

Plot No : GH-02B

Sector:

Plot Size: 16832 sqm.

Mobile No.: 7838666259

Email ID: sujeet mishra@civitech.in

We acknowledge the receival of your application for - No Dues certificate. We confirm that we have received 2 Documents attached herewith, your can track your service request with track id TRX130BLD64975748.

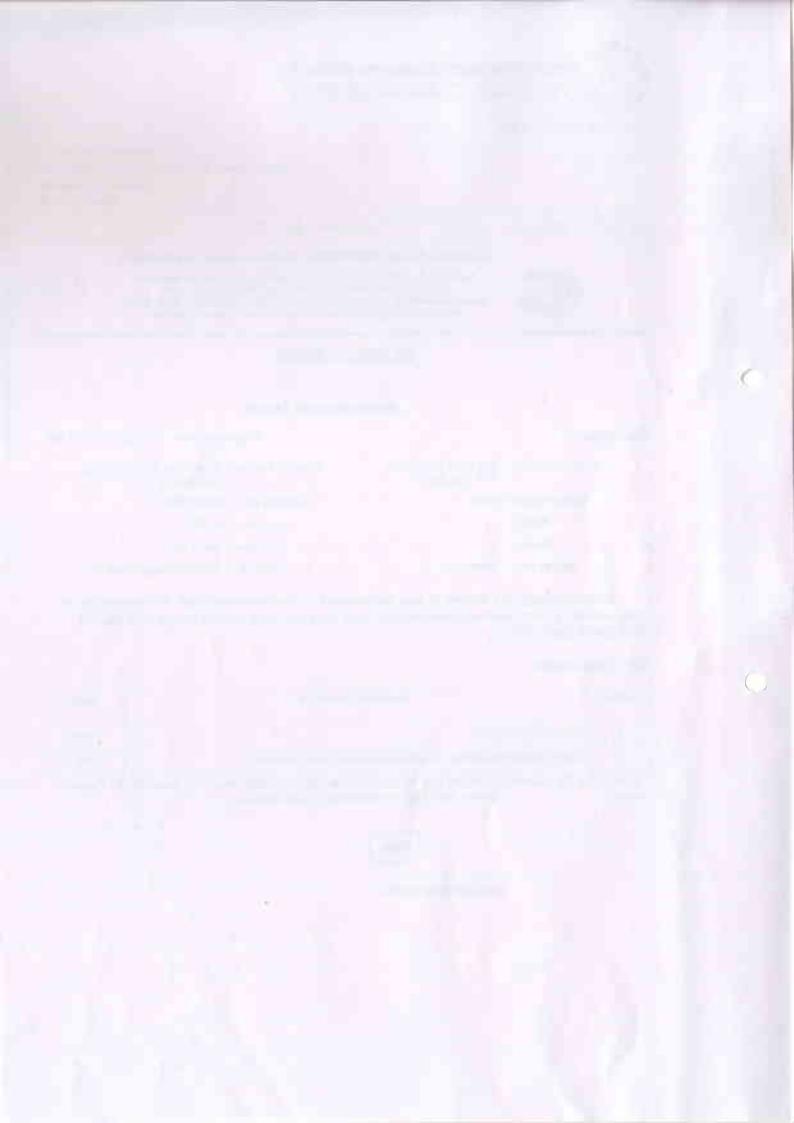
#### List of Documents:

| Sr No. | Document Submitted   | Status |
|--------|--|--------|
| 1      | Application for no dues  | Yes    |
| 2      | Copy of challan of deposited amount (scanned and show originals) | Yes    |

<sup>\*</sup> Note: The Documents Attached herewith are subject to verification authority have all the rights to accept, reject and seek clerification on documents.

Back

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### ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण

भूखण्ड संख्या-1,सैक्टर नॉलेज पार्क-4 ग्रेटर नोएडा सिटी,गौतम बृह नगर

ा,गीतम बुद्ध पत्राकः—नियो० 2019 ∕ बीपी–<sup>33267</sup> / 2,9 **४०** दिनांक 2**5** /4 /2019

सेवा में.

M/S SAG Realtech Private Limited

H-71, Sector-63 Noida Gautam Budh Nagar U.P.

विषयः M/S S.A.G. REAKTECG PVT.LTD. के पत्र दिनांक 04.12.2018 द्वारा भूखण्ड सं0—जीएच—02बी, सैक्टर-12, ग्रेटर नोएडा, में अतिरिक्त एफ०ए०आर० क्रय करने के सम्बन्ध में।

महोदय,

कृपया अपने पत्र दिनाक 04.12.2018 का सन्दर्भ ग्रहण करें, जिसके माध्यम से आपके द्वारा भूखण्ड सं0-जीएच-02बी, वैकटर-12, एएड नीएडा में अतिरिवा एपएएएआस्ट क्रय किये जाने एवं देव शुरूष का मुनतान क्रमने की अनुमति वाही है। इस सम्बद्ध में नवाम अधिवारी पेटड नीएडा द्वारा निम्न प्रतिबंधों के तथा नैद्वान्तिक स्वीकृति प्रदान की गयी है।

1 आवंटन के समय लीज डीड की शर्तों के अनुसार भूखण्ड का क्षेत्रफल =18000.00 वर्ग मीटर पर क्य योग्य एफ.ए आर =13500.00 वर्ग मीटर (आवासीय-13365.0 व याणिज्यव-135.0 वर्ग मीटर) पर अनुमन्य एफलएऽजाल 2.75 के सापेक्ष 3.50 एफलए०आरल की सहान्तिक स्वीकृति प्रदान की जाती है ।

2 लीज डीड की शर्तों के अनुसार उपरोक्त आर्तीयन एफ०ए०आर० पर प्रयोग अनुमन्य होगा।

अनुमन्य भू-आच्छादन की सीमा वो अन्तंगत ही नये अतिरिक्त भवन का निर्माण किया जा सकता है।

4 संस्था को क्रय योग्य एफ०ए०आर० के सम्बन्ध में उक्त सैद्धन्तिक स्वीकृति के उपरान्त पृथक से वांछित प्रपत्रो एवं निर्धारित शुल्क के साथ मानचित्र स्वीकृति आवेदन करना होगा।

- 5. संस्था को मधन निर्माण के सम्बन्ध में आई0आई0टी॥/राष्ट्रीय प्राद्योगिकी संख्या द्वारा जांच किया गया/रात्यापित किया नया संस्था अविकल्प प्रश्ताय एवर पोर्ट अधार्टी से अनापित,पर्यावरणीय अन्नापित एवं अन्नि शमन सुरक्षा के लिए अन्नि शमन विभाग से अनापित प्राप्त कर प्राधिकरण में जमा करना होगा।
- संस्था को क्रम योग्य एफ०ए०आस्) के सापेक्ष अपने परीसर में ग्रेटर नोएडा मवनविनियमायली के अनुसार आयश्यक पार्किन की व्यवस्था,हरित क्षेत्र एवं रेनबाटर डावैस्टिन का प्राविचान करना होगा।

🚁 सैट बैक में भू—आब्धारन अनुमन्य नहीं होगा।

- अधार पर मॉग नहीं की जायेगी। क्वय योग्य एफ एआर आपको इस शर्त के साथ अनुमन्य किया जा रहा है कि क्वय योग्य एफ एआर आपको इस शर्त के साथ अनुमन्य किया जा रहा है कि क्वय योग्य एफ एआर हेतु उनके द्वारा अपने भूखण्ड पर रिक्त भूमि आरक्षित रखी गयी होगी,अन्यथा उस स्थल पर कोई निर्माण कार्य न किया गया हो।
- 9 संस्था द्वारा मानचित्र स्वीकृति से पूर्व वर्तमान तक निर्धारित समय अन्तर्याण शुल्क / विस्तरण शुल्क जमा कराया जायेगा।

10 समयविस्तरण आवंटन / लीजडीड में उल्लेखित शर्तों के अनुसार ही मान्य होगा तथा कोई भी जातिस्वात समयविसारण नियमानुसार निर्धारित दण्ड शुल्क अदा करके प्राप्त किया जायेगा।

11 उक्त भूखण्ड पर क्रय योग्य एफएआर को लगावाड में निर्धारित समय सीमा के अन्दर निर्माण कार्य पूर्ण किया जायेगा। क्रय योग्य पाया की स्वीकृति के क्रम में कोई समयविस्तरण अनुमन्य नहीं कराया जायेगा।

12 प्रश्नित भूखण्ड में क्रय योग्य एफ0ए0आर0 =13500.00 वर्ग मीटर क्रय किये जाने के लिए कुल देय क्रय शुल्क रूपये =4,56,34,359 / (चार करोड छप्पन लाख चौतिस हजार तीन सौ उनसठ रू० मात्र ) तथा 18%GST Rs. 82,14,185/-देय होगा। अर्थात कुल धनराशि रू० 5,38,48,444/-(पॉच करोड अड़तीस लाख अद्यालिस हजार चार सौ चवालिस रू० मात्र ) है।(+GST as applicable on the date of issue of letter) भवन मानचित्र स्वीकृति से पूर्व कुल देय क्य शुल्क का 25 प्रतिशत शुल्क जो इस पत्र के निर्गत होने के 30 दिन के अन्दर अथवा मानचित्र स्वीकृति से पूर्व जो पहले हो जमा कराना होगा। अवशेष 75 प्रतिशत धनराशि का मूगतान इस पत्र के निर्गत होने के 90 दिनों के अन्दर या वित्तिय वर्ष से के अन्दर (जो भी पहले हों) 12 प्रतिशत ब्याज एवं 18 प्रतिशत जीएसटी सिहत देय है। उक्त धनराशि की गणना दिधि समपरीक्षा के आधीन है, यदि सम्परीक्षा में अतिरिक्त मांग की देयता बनती है तो विकासकर्ता द्वारा बिना विवाद देय होगी। एवं बोर्ड बैठक में वित्तीय वर्ष 2019—20 हेतु दर यदि परिवर्तित की जाती है तो परिवर्तित दर के अनुसार देयता बिना विवाद देय होगी। उक्त धनराशि मानचित्र स्वीकृति सम्बन्धि निर्धारित अवधि में भुगतान न करने की दशा में प्राधिकरण से क्य योग्य एफ.ए.आर व स्वीकृत मानचित्र स्वतः ही निरस्त हो जायेगें। पुनः आवेदन पर पूर्ण शुल्क एवं उस समय प्रचलित दरों की गणना के साथ मानचित्र स्वीकृत कराने होगें। समय के अन्दर निर्धारित धनराशि की रसीद नियोजन विभाग में जमा करानी होगी।

कृषणा वपरावत कापणारिवताय नियमानुसार पूर्ण करने का कष्ट करें, जिससे सशोधित मानचित्र के कम में अग्रिम कार्यवाही की जा तता।

> ( कृष्ण कुमार गुप्त ) अपर मुख्य कार्यपालक अधिकारी

प्रतितिषि:- महाप्रवाक(सम्पति:/विता) को आगश्यक कार्यवाही हेतु सूचनार्थ।

अपर मुख्य कार्यपालक अधिकारी