



SHIL



005835428



LEASE DEED

This Lease Deed made on 12 day of JUNE, 2025 (Two Thousand and Twenty Five)

BETWEEN

New Okhla Industrial Development Authority, 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 through it's Authorized Signatory Mr. AAKASH BASHIYAN (Employee Code No. 3746, S/o. Mr. SITA RAM designated as Junior Assistant of Noida Authority, Sector – 6, Noida, Distt. G. B. Nagar (U.P), through authenticated power of attorney to Mr. Vikas Bansal (Employee Code No. : 3604) S/o. Late Sh. Hari Ram, Dak Messenger of Noida Authority, Sector – 6, Noida, Distt, G. B. Nagar, U.P as my true and lawful AUTHENTICATED ATTORNEY Sub-Registrar – III Noida in book no. 6, volume no. 3 on pages 117 to 136 as document no. 3 on dated 3/03/2021. hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the one part

AND

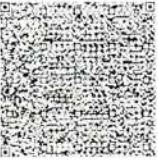
M/s SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED (Pan-AASCS2358G) a Company, within the meaning of Companies Act, 1956 having its registered / corporate office at Plot no. 15, 8th Floor, Sector- 135, Noida through Authorized signatory **MR. AJAY KUMAR JHA (Aadhaar No. **** * 4481)** S/o MR GOPI KANT JHA R/o Flat No. 1873, Tower- I, Seventh Avenue Gaur City Plot No. GH 01, Sector-4, Greater Noida West, Gautam Buddha Nagar, U.P., duly authorized by the board of Directors vide Resolution dated 25th April, 2025 (hereinafter called the Lessee which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns of the other part.)

For Shirja Real Estate Solutions Private Limited


 Authorised Signatory


 आकाश बाशियान
 LESSOR
 नएडी


 LESSEE



भावेदन सं०: 202500743050605

पट्टा विलेख(30 वर्ष से अधिक)

ही सं०: 1

रजिस्ट्रेशन सं०: 8236

वर्ष: 2025

तिफल- 3627498000 स्टाम्प शुल्क- 208582000 बाजारी मूल्य - 4171622000 पंजीकरण शुल्क - 41716220 प्रतिलिपिकरण शुल्क - 100 योग : 41716320

श्री मै० शिरजा रियल एस्टेट सॉल्यूशंस प्रा० लि० द्वारा
अजय कुमार झा अधिकृत पदाधिकारी प्रतिनिधि,
पुत्र श्री गोपी कान्त झा
प्रवसाय : अन्य
नेवासी: फ्लैट न० 1873, टावर-आई, सेवंध अवेन्यू गौड सिटी, सेक्टर-4, ग्रेटर नोएडा, उ०प्र०



श्री. मै० शिरजा रियल एस्टेट सॉल्यूशंस प्रा० लि० द्वारा

अजय कुमार झा अधिकृत पदाधिकारी
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 13/06/2025 एवं 03:12:09
PM बजे
नेबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दीपक गुप्ता
उप निबंधक नोएडा प्रथम
गौतम बुद्ध नगर
13/06/2025

विवेक शर्मा
निबंधक लिपिक
13/06/2025



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

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the **Plot No. GH-02, SECTOR-151, NOIDA** on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the setbacks and building plan approved by the lessor.

AND WHEREAS the Lessor has through an E-Bid tender System awarded to – **M/s SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED** lessee the Plot No. **GH-02**, Sector-**151**, Noida after fulfilling the terms and conditions prescribed in the brochure of group housing scheme code no- **2024-25-(I)** and its corrigendum, vide Reservation/Allotment Letter No. **NOIDA/GH/2025/48**, Dated **11th February, 2025** & for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

AND WHEREAS the Lessor and Lessee have agreed in so far as the present sub lease deed is concern the terms of the brochure shall contain a binding effect for any present or future interpretation.

(i) NOW THIS LEASE DEED WITNESSETH AS FOLLOWS: -

• **CONSIDERATION**

The premium of **Rs. 362,74,97,328/-** (Rupees Three Hundred Sixty Two Crore Seventy Four Lakh Ninety Seven Thousand Three Hundred Twenty Eight Only) out of which 100% i.e. **Rs. 362,74,97,328/-** has been paid in full by lessee to the lessor of the plot.



LESSOR

For Shirja Real Estate Solutions Private Limited




Authorised Signatory

LESSEE

आवेदन सं०: 202500743050605

बही सं०: 1

रजिस्ट्रेशन सं०: 8236

वर्ष: 2025

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

पट्टा दाता: 1

श्री नोएडा विकास प्राधिकरण द्वारा आकाश बाशियान के द्वारा विकास बंसल, पुत्र श्री स्व० हरी राम

निवासी: सेक्टर-6, नोएडा

व्यवसाय: नौकरी

पट्टा गृहीता: 1



श्री मै० शिरजा रियल एस्टेट सॉल्यूशंस प्रा० लि० के द्वारा अजय कुमार झा, पुत्र श्री गोपी कान्त झा

निवासी: फ्लैट न० 1873, टावर-आई, सेवंध अवेन्यू गौड सिटी, सेक्टर-4, ग्रेटर नोएडा, उ०प्र०

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री उपदेश कुमार, पुत्र श्री नोबिल कुमार

निवासी: एफ-485, गंगानगर, मेरठ, उ०प्र०

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री नितिन, पुत्र श्री सत्य पाल

निवासी: 129, ग्राम अछेजा, दादरी, गौतमबुद्ध नगर, उ०प्र०

व्यवसाय: अन्य

Nitin



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अमूर्त नियमानुसार लिए गए हैं।
टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दीपक गुप्ता

उप निबंधक : नोएडा प्रथम

गौतम बुद्ध नगर

13/06/2025

विवेक शर्मा

निबंधक लिपि : गौतम बुद्ध नगर

13/06/2025

All FUTURE payment should be made through a Demand Draft/ Pay Order/ RTGS/ NEFT drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/Noida. The Lessee should clearly indicate his name and details of plots applied for/ allotted on the reverse of the demand draft/pay order.

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 due 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 as per prevailing policy of NOIDA on the rate as applicable on the date of allotment of additional land or Bid Price, whichever is higher. The rate calculated by NOIDA will be final and binding on the Allottee."

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 both hereby demise on lease to the lessee that plot of land numbered as **Group Housing Plot No. GH-02, SECTOR-151, NOIDA** in the New Okhla Industrial Development Authority, Distt. Gautam Buddh Nagar (U.P.) contained by measurement **20050** Sq. mtrs. Be the same a little more or less and bounded:

On the North by	:	As per Site
On the South by	:	As per Site
On the East by	:	As per Site
On the West by	:	As per Site

For Shirja Real Estate Solutions Private Limited



 Authorised Signatory



LESSOR

LESSEE

And the 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 up to the lessee for the term of 90 (ninety) years commencing from **12 June 2025** 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, metals, 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 binding on the Lessee.

AND THE LESSEE BOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

• **LEASE RENT**

In addition to the total premium of plot, the lessee shall have to pay yearly Lease Rent in the manner given below.



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- i. The Lease Rent will be 1% of the premium of the plot per year for the first 10 years from the date of execution of the Lease Deed. Lessee has paid Rs. 3,62,74,973/- as lease rent being 1% of the plot premium for the first year of lease period.
- ii. After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future. No separate notice shall be given in this regard.
- iii. The Lease Rent shall be payable in advance every year. First such payment shall fall due on the date of execution of Lease Deed and thereafter, every year, on or before the last date of previous financial year.
- iv. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of NOIDA, from time to time (current rate shall be 10%+ 3% p.a. as of 1st of July 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision as per MCLR by NOIDA in Jan & July every year shall be applicable.

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LESSEE



- v. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 15 years Lease Rent (i.e. 15 years @1% = 15% of the total premium of the plot) as one-time Lease Rent unless the Authority decided to withdraw this facility. On payment of one-time Lease Rent, no further annual Lease Rent would be required to be paid for the balance lease period, this option may be exercised at any time during the lease period, provided the Allottee has no outstanding lease rent arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

- **INSTRUCTIONS TO THE APPLICANTS.**

- **Development Norms:**

Development Norms shall be as per the prevailing Building Regulations/ Byelaws of NOIDA on the last day of Bid submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations of NOIDA as existing on the last date of Bid Submission shall prevail. It is made clear that in case there is any upward revision of FAR in the building byelaws/regulations after the allotment is made then the same shall not be available to the Allottee / Lessee except, inter-alia on payment of charges, if at all under the prevailing policy of Authority.

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LESSEE



- **Implementation & Extension:**

- The Allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to NOIDA about timely completion of the approved project.
- The Allottee will adhere to the schedule of construction and completion of the project as given in the Data Sheet and inform the Authority in writing in the prescribed format.
- The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the NOIDA 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. 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 NOIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, time extension charges shall apply from the fourth year on the proportionate land, till the next four years as per the table given below: -

Time Extension charges for 1st phase of construction on proportionate area	
For 1 st Year	0%
For 2 nd Year	0%
For 3 rd Year	0%
For 4 th Year (first year after the specified period of three years)	1%
For 5 th Year	2%

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For 6 th Year	3%
For 7 th Year	4%

Therefore, total time period for 1st phase of construction including time extension charges shall be 7 years. In case the builder does not complete the construction of 1st phase in 7 years, it shall be assumed that the builder cannot complete the project, hence, 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. If the allottee completes the 1st phase of construction but does not complete entire construction in seven years, he shall be provided an opportunity of maximum 6 more years to complete the project after payment of prevailing time extension charges so that the project gets completed in maximum 13 years from the date of lease deed. Extension for completion may be granted by the authority as per the Prevailing Policy of NOIDA at the time of submission of extension request letter by the allottee and after payment of prescribed fees/charges. The current extension charges applicable for full construction as per office order Noida/GH/2022/10475 dated 30.08.2022 for reference of the applicant are as follows: -

Sr. No.	Number of years	Time Extension charges (in Percentage terms of Allotment Rate) on proportionate area
1	For first 7 years	0%
2	For First year (8 th year after lease deed)	1%

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[Signature]

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LESSOR

LESSEE



3	For Second year (9 th year after lease deed)	2%
4	For Third year (10 th year after lease deed)	3%
5	For Fourth Year (11 th year after lease deed)	4%
6	For Fifth Year (12 th year after lease deed)	5%
7	For Sixth year (13 th year after lease deed)	6%

- All permission of extension and penalties will be calculated from the date of execution of Lease Deed.
- NOIDA reserves the right to make any amendments or alteration as it finds expedient in the norms/orders specified above and all such amendments or alterations shall be binding on the lessee/allottee.
- 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.
- The Allottee / lessee expressly agrees that no layout and / or building plan shall be approved and communicated unless all outstanding towards premium, lease rent etc. as on the date of submission of application and up to the date of approval have been duly paid to the Authority. Likewise, no Completion Certificate or Occupancy Certificate shall be issued by the Authority until all outstanding towards premium lease rent etc. have been duly paid to the Authority.

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LESSEE



- The Allottee / lessee shall not put any of its Allottee of flat space into possession for any reasons whatsoever whether for fitment etc prior to issue of Completion Certificate / Occupancy Certificate AND without clearing all dues.
- The Allottee / lessee shall not be entitled to seek change / alteration of approved layoutplans and building plans except in line with applicable bye-laws and all applicable statutory provisions like U.P Apartment Act. 2010, RERA etc.
- **MORTGAGE**
- The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/sub-lessee(s) should have valid time period for construction as per terms of the lease deed/ sub- lease deed or have obtained valid extension of time for construction and should have cleared upto-date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will submit the following documents:

- (a) Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
 - (b) An affidavit on non-judicial stamp paper of Rs. 10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing)
 - (c) Clearance of upto date 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



LESSOR

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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 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 Authority'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.
- Any change in the above shall be binding on the lessee/sub lessee.
- Permission to mortgage may be allowed by the Lessor as per its prevailing policy as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No Permission to mortgage shall be issued in case if there are outstanding payable to the Lessor/ NOIDA on the date permission is granted.
- In the event any Permission to mortgage is issued by the lessor, then this Lessor shall always hold the first charge in contrast of the Bank / Financial Institution or Allottee of flat/built-up space.
- **TRANSFER OF PLOTS**
- No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from NOIDA/Lessor.
- No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/NOIDA.


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LESSEE



- The Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission therefor, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.
- Transfer of plot may be allowed by the NOIDA if at all as per the prevailing policy of the Authority at the time of submission of transfer request letter (via email "grouphousing@noidaauthorityonline.com") by the Allottee and after the following:
 - i. payment of prescribed fees/charges,
 - ii. clearance of all up to date dues, and
 - iii. overdue instalment towards premium of land.
- **Transfer of flats.**

However Individual flat will be transferable with prior approval of the Authority as per the following conditions:

- The dues of NOIDA 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.
- The lease deed has been executed as per rules.
- Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.
- The sub-lessee undertakes to put to use the premises for the residential use only.
- The lessee has obtained building occupancy certificate from Building Cell, NOIDA.

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LESSOR

LESSEE



- First sale/transfer of a flat to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the Authority in writing.
 - No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
 - Processing fee, as applicable, in each case of transfer of flat in addition to transfer charges.
- **Execution of Sub- Lease Deed**
 - The allottee/lessee will be permitted to transfer the built-up space on the fulfilment of the following conditions-
 - The dues of NOIDA towards the cost of land and one-time lease rent has been paid before executing of sub-lease deed of built-up premises.
 - An amount of Rs. 5,000/- shall also be payable against the processing fee.
 - The lease deed/ sub-lease deeds as per rules has been duly executed.
 - The allottee/lessee/sub lessee has obtained temporary occupancy/ building completion certificate for the respective phase from the NOIDA.
 - The sub-lessees/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred shall be as per completion certificate and are not part of any common area.

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LESSEE



- The lessee, shall also execute a sub-lease deed between lessor, lessee and proposed sub-lessee. The lessee/sub-lessee shall also ensure adherence to the building regulations and directions of the NOIDA. All the terms and conditions of the allotment and lease deed shall be applicable and binding on sub-lessee as well.
- All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee, lessee and sub-lessees.
- The Sub- Leased unit can be transferred subject to the approval of NOIDA on payment of Transfer Charges as applicable.

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

- **MISUSE, ADDITIONS, ALTERATIONS ETC.**

- The Lessee/Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any shall be resumed by the Authority without any payment.
- The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms


LESSOR

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LESSEE



of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.

- If the Lessee/Sub-Lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by NOIDA in this regard.
- **LIABILITY TO PAY TAXES**
- The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time. The bidder should be Registered under GST Act. 2017. Registered bidder shall be liable to pay GST under RCM.
- **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/Authority on the amount of such compensation shall be final and binding on the lessee/sub-lessee.

For Shirja Real Estate Solutions Private Limited



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Authorised Signatory

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LESSOR

LESSEE



- **MAINTENANCE**

- The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.
- The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) will be personally and severely liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.
- No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor/NOIDA in this regard shall be final and binding on the Lessee or its Allottees / Sub-lessee(s).
- The allottee/lessee/sub-lessee(s) shall take all necessary permissions for sewerage, electricity, water connections, etc from the respective competent authorities at his own expense.
- The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of New Okhla industrial Development Authority framed/issued under the U.P. Industrial

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LESSEE



Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.

- In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.
- The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by NOIDA.
- **CANCELLATION OF LEASE DEED**
- Cancellation of Lease Deed shall be as per the prevailing policy of the Authority.
- In addition to the other specific clauses relating to cancellation/determination, NOIDA will be free to exercise its right of cancellation/ termination of the allotment/ the lease of plot in case of the following-
 - Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
 - Any violation of the directions issued or of the rules and regulations framed by NOIDA or by any other statutory body.
 - In case of default on the part of the Applicant/Allottee/Sub-Lessess(s) or any breach/violation of the terms and conditions of the Scheme Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues or not completing the construction or not making it functional within prescribed time.

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- If the allotment is cancelled on the grounds mentioned in Clause 2.21.2 (i) above, the entire amount deposited by the Bidder/Applicant/Allottee/Lessee/ Sub-Lessee(s) till the date of cancellation/determination, shall be forfeited by NOIDA and no claim, whatsoever, shall be entertained in this regard.
- If the allotment is cancelled on the grounds mentioned in Clause 2.21.2 (ii) or Clause (iii) above, 30% of the total premium of plot shall be forfeited in favour of NOIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard. Deposited lease rent (yearly/One-time) will not be refunded.
- After forfeiture of the amount as stated above, possession of the plot will be resumed by NOIDA, along with the structure thereupon, if any, and the Bidder/ Applicant/Allottee/Lessee/Sub-Lessee(s) will have no right to claim any compensation thereon.

OTHER CLAUSES

- The Authority/lessor reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee.
- If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the earnest money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest @ 4% per Annum.
- In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of NOIDA


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shall be final and binding on the Allottee / Lessee and his / her / their successor.

- In case there is any change of reserve price of allotment from any order of honorable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.
- NOIDA 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.
- The Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there under from time to time.
- Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad (Prayagraj).
- The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying. No claim whatsoever shall be entertained by the Authority in regard to the situation, location of physical status of the demised plot.
- Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges. Lessor shall not be responsible for any



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consequences rising out of failure of lessee to receive any such statutory clearances.

- In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by NOIDA.
- All arrears towards premium, lease rent or any other dues payable to the Authority shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.
- The Lessee/ sub Lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled, and entire money deposited shall be forfeited.
- The lessee/sub-lessee(s) shall be liable to pay all taxes/charges leviable from time to time by the NOIDA or any other Authority duly empowered to levy the tax/charges.
- NOIDA in larger public interest has the right to take back the possession of the land/ building by making payment at the allotment rate after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of NOIDA shall be final and binding on the Allottee/Lessee, its sub-allottees / lessees.
- The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of the Lease Deed.
- The Lessee / its allottee / sub Lessee shall follow all the rules and regulations of RERA, Uttar Pradesh Apartment (Promotion of construction & ownership and maintenance) Act, 2010 and the Rules,

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Regulations and Directions of Building Bye Laws of the Lessor, and other related Acts.

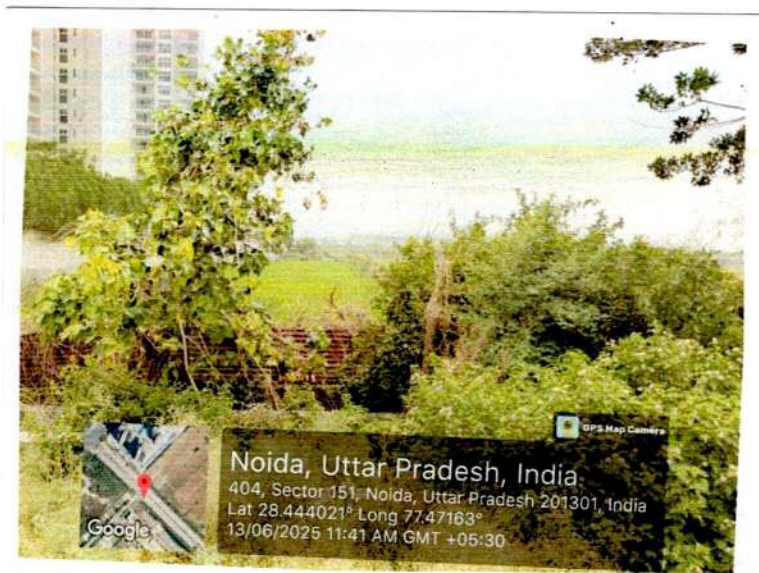
- All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.
- The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.
- Total Reserve Premium shall as per the prevailing policy of the Authority.
- All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee.
- In case of any differences or inconsistency between conditions as occurring in the Lease Deed and Scheme Brochure, then the conditions of the Lease Deed shall override and shall be binding on the Lessees, its allottees / sub-lessees.
- In case the Authority is not able to give possession of the land in any circumstances, deposited money will be refunded to the Lessee with simple Bank interest.
- In case of any clarification or interpretation regarding these terms and conditions of the lease deed/ Unified Regulation 2025 the decision of Chairman/CEO of the Lessor will be final and binding on the Lessee.
- The terms and conditions of brochure, allotment letter, lease deed, building bye- laws and Group Housing Policy as amended from time to time will be binding on Lessee.


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PHOTOFORM

Name of Lessor	Photographs
<p>New Okhla Industrial Development Authority, 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 through it's Authorized Signatory Mr. AAKASH BASHIYAN (Employee Code No. 3746, S/o. Mr. SITA RAM designated as Junior Assistant of Noida Authority, Sector - 6, Noida, Distt. G. B. Nagar (U.P), through authenticated power of attorney to Mr. Vikas Bansal (Employee Code No. : 3604) S/o. Late Sh. Hari Ram, Dak Messenger of Noida Authority, Sector - 6, Noida, Distt, G. B. Nagar, U.P as my true and lawful AUTHENTICATED ATTORNEY Sub-Registrar - III Noida in book no. 6, volume no. 3 on pages 117 to 136 as document no. 3 on dated 3/03/2021</p>	 <p><i>Handwritten signature and stamp:</i> आकाश बशीयान को सहायक नौरडा</p>
Name of Lessee	Photograph
<p>M/s SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED (Pan- AASCS2358G) a Company, within the meaning of Companies Act, 1956 having its registered / corporate office at Plot no. 15, 8th Floor, Sector- 135, Noida through Authorized signatory MR. AJAY KUMAR JHA (Aadhaar No. **** * 4481) S/o MR GOPI KANT JHA R/o Flat No. 1873, Tower- I, Seventh Avenue Gaur City Plot No. GH 01, Sector-4, Greater Noida West, Gautam Buddha Nagar, U.P</p>	 <p><i>Handwritten signature and stamp:</i> For Shirja Real Estate Soluti</p>
Name to Witness No.1	Photograph of Witness No.1
<p>1. Mr. Updesh Kumar S/o Mr. Nobil Kumar R/o F-485,Ganganagar, Meerut, U.P.</p> <p><i>Handwritten signature:</i> Updesh</p>	
Name to Witness No.2	Photograph of Witness No.2
<p>1. Mr. Nitin <i>Nitin</i> S/o Mr. Satyapal R/o 129, Achejja, Dadri, Gautam Buddha Nagar, U.P.</p>	

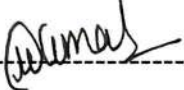


- If there is any discrepancy in the above terms and conditions of the lease deed, then the provisions of Unified Regulations, 2025 and Unified Regulations, 2025 (First Amendment) shall prevail.
- The provision of **Unified Regulations 2025** with reference to certain clauses as mentioned in the said policy shall be applicable.

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

In presence of:

Witnesses: -

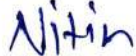
1. Mr. -----

UPADESH KUMAR S/o NOBIL KUMAR
R/o F-485, Ganga Nagar, Meerut
Voter ID No. RAM 1229541


12/6/25
आकाश बाशियान
को सहायक
नोएडा

For and on behalf of LESSOR

For Shirja Real Estate Solutions Private Limited

2. Mr. -----
NITIN S/O SATYAPAL SINGH
R/o 129, ACCHEJA DADRI
GAUTAM BUDH NAGAR
(AADHAAR NO. - **** * 8062)





Authorised Signatory

For and on behalf of the LESSEE

For Shirja Real Estate Solutions Private Limited


आकाश बाशियान
को सहायक
नोएडा
LESSOR





Authorised Signatory

LESSEE



आवेदन सं०: 20250074305060

श्री संख्या 1 जिल्द संख्या 13989 के पृष्ठ 129 से 168 तक क्रमांक 8236 पर दिनांक 3/06/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दीपक गुप्ता

उप निबंधक : नोएडा प्रथम

गौतम बुद्ध नगर

13/06/2025

