



INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP82395157505840X

SAMAR SINGH
ADVOCATE
Greater Noida
9891578448

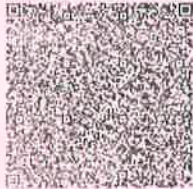
Stamp



Certificate No.	: IN-UP82395157505840X
Certificate Issued Date	: 08-Apr-2025 11:03 AM
Account Reference	: NEWIMPACC (SV)/ up14002404/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1400240416056909586742X
Purchased by	: STAR LANDCRAFT PVT LTD
Description of Document	: Article 35 Lease
Property Description	: PLOT NO.5A,SECTOR-TECHZONE,GREATER NOIDA,DISTT-G.B.NAGAR
Consideration Price (Rs.)	: 6,88,17,000
First Party	: GNIDA
Second Party	: STAR LANDCRAFT PVT LTD
Stamp Duty Paid By	: STAR LANDCRAFT PVT LTD
Stamp Duty Amount(Rs.)	: 6,88,17,000 (Six Crore Eighty Eight Lakh Seventeen Thousand only)

CERTIFICATE LOCKED

CANNED



Please write or type below this line

Handwritten signature
8/4/25

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

Star Landcraft Pvt. Ltd.

Handwritten signature
Authorised Signatory

PF 0001737906

Statutory Alert:

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



2007/1000

SHIL



2007/1000



2007/1000



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP85497242954805X



e-Stamp



Base Certificate No. : IN-UP82395157505840X
 Certificate No. : IN-UP85497242954805X
 Certificate Issued Date : 09-Apr-2025 03:05 PM
 Account Reference : NEWIMPACC (SV)/ up14002404/ GREATER NOIDA/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1400240468242943289501X
 Purchased by : STAR LANDCRAFT PVT LTD
 Description of Document : Article 35 Lease
 Property Description : PLOT NO.5A,SECTOR-TECHZONE,GREATER NOIDA,DISTT-G.B.NAGAR
 Consideration Price (Rs.) :
 First Party : GNIDA
 Second Party : STAR LANDCRAFT PVT LTD
 Stamp Duty Paid By : STAR LANDCRAFT PVT LTD
 Stamp Duty Amount(Rs.) : 31,28,000
 (Thirty One Lakh Twenty Eight Thousand only)

CERTIFICATE LOCKED



₹31,28,000

₹31,28,000

IN-UP85497242954805X

Please write or type below this line

Srinivas

प्रबन्धक (IT)
ग्रेटर नोएडा औ.वि. प्राधिकरण

Jaini Tuli

PF 0001737969

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcstestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please Inform the Competent Authority.



SHIL



0001/1000

LEASE DEED

This lease deed is executed on this the 08 day of April in the year 2025 by the Greater Noida Industrial Development Authority, an Authority constituted under section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 having its main administrative office at Plot No-01, Sector- Knowledge park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh-201310 (hereinafter called the "Lessor") which expression shall, unless repugnant to the context, include its successors) of the First part through M/s. Star LandCraft Pvt. Ltd. a company incorporated under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at 7th floor, Plot No-01B, Sector-126, Noida, Gautam Budh Nagar UP-201303 represented through its Authorized Person Mr. Sumit Tuli S/o. Shri Parvindra Tuli R/o. Plot No-169, Sector-01, Vaishali, Ghaziabad-201010 duly authorized vide its Board Resolution dated 08.01.2025 (hereinafter called the "Lessee") which term shall, unless, repugnant to the context mean and include its successors in interest and / or permitted and assignee of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired and developed by the LESSOR for the land use prescribed under the Master Plan

AND WHEREAS the Lessor is desirous to facilitate development of IT Industries and IT enabled Services in Greater Noida in the Private/Joint venture sector. "IT Industries and IT enabled Services" referred to hereinafter as "the Project and Facilities", which is an integrated, self contained development of international standard that would refer to high quality ready to use office space and land and social infrastructure to ensure high quality of life. The elements of IT Industries and IT enabled Services ("the Project and Facilities") shall include, but not be limited to, the broad elements as listed in SCHEDULE--I of this deed.

AND WHEREAS the LESSOR vide letter No.GN/IT/2024/1449 dated 17.10.2024 has allotted an area of 48567 Sq.mtr. of land in Sector-Techzone, Block- None, Greater Noida demarcated and numbered as Plot No-5A, Sector-Techzone Greater Noida for Development of IT/ITES as per Brochure and Corrigendum issued by the Lessor (Scheme Code IT/ITES0001/2024).

I NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

The Basic Premium of Rs. 1,00,09,65,870/- (Hundred Crore, Nine Lac, Sixty Five Thousand, Eight Hundred Seventy Only) out of which Rs. 40,03,86,348/- (Forty Crore, Three Lac, Eighty Six Thousand , three hundred Forty Eight only) have been paid by the LESSEE to the LESSOR (the receipt whereof the lessor doth hereby acknowledges) And balance premium of Rs. 60,05,79,522/- (Sixty Crore, Five Lac, Seventy Nine thousand, Five hundred Twenty two only) is to be paid in installments along with installment, as facility for payment of Premium in installments is being availed by the LESSEE, in the following manner, as already set out and the allotment letter dated 17.10.2024 issued by the LESSOR to the LESSEE:

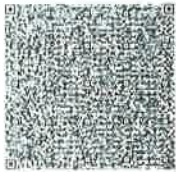
Installment No.	Due Date	Premium amount	Interest amount	Installment Amount
1.	17.04.2025	10,00,96,587/-	2,99,46,705/-	13,00,43,292/-
2.	17.10.2025	10,00,96,587/-	2,50,92,706/-	12,51,89,293/-


प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

1

Star Landcraft Pvt. Ltd.

Authorised Signatory



आवेदन सं०: 202500743031647

पट्टा विलेख(30 वर्ष से अधिक)

बही सं०: 1

रजिस्ट्रेशन सं०: 12255

वर्ष: 2025

प्रतिफल- 1438888443 स्टाम्प शुल्क- 71945000 बाजारी मूल्य - 1438888443 पंजीकरण शुल्क - 14388900 प्रतिलिपिकरण शुल्क - 120 योग : 14389020

श्री मैसर्स स्टार लैंडक्राफ्ट प्राइवेट लिमिटेड द्वारा
सुमित तुली अधिकृत पदाधिकारी/ प्रतिनिधि,
पुन श्री परविंदर तुली
व्यवसाय : नौकरी
निवासी: ऑफिस पता-1-बी, सेक्टर-126 नोएडा

Sumit Tuli



श्री, मैसर्स स्टार लैंडक्राफ्ट प्राइवेट लिमिटेड द्वारा

सुमित तुली अधिकृत पदाधिकारी/ प्रतिनिधि

ये यह लेखपत्र इस कार्यालय में दिनांक 09/04/2025 एवं 03:57:11 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Prakash Singh

प्रेम प्रकाश सिंह
उप निबंधक :सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
09/04/2025
आर० बी० दिवाकर
निबंधक लिपिक
09/04/2025



3.	17.04.2026	10,00,96,587/-	1,99,64,470/-	12,00,61,057/-
4.	17.10.2026	10,00,96,587/-	1,50,55,624/-	11,51,52,211/-
5.	17.04.2027	10,00,96,587/-	99,82,235/-	11,00,78,822/-
6.	17.10.2027	10,00,96,587/-	50,18,541/-	10,51,15,128/-

The allottee has agreed to Pay Annual lease Rent determining @ 2.5% of total Consideration of plot. Allottee has deposited yearly Lease Rent Rs. 2,50,24,147/- along with 18% G.S.T.

*The rate of interest of installment is floating. The installment shall carry interest @State Bank of India MCLR + 1% (which could be rounded off to upper side upto 0.5%) applicable on 1st july and 1st jan of each year which will be notified by the authority time to time. In case of default in installment/lease rent 3% extra on MCLR +1% shall be applicable.

2. LEASE RENT

In addition to the premium of the plot, a yearly lease rent shall be chargeable from and payable by the LESSEE from the date of execution of lease deed calculated @ 2.5% of the total premium of the plot payable by the LESSEE to the LESSOR which is to be increased by 50% after every Ten years. The annual lease rent shall pay every year in advance. Any delay in payment shall carry interest at such rates as the LESSOR may prescribe from time to time.


Provided that the Lessee has the option to pay one-time Lease Rent equivalent to 15 years Lease Rent (i.e. 15 years @2.5% = 37.5% of the total premium of the plot) as One Time Lease Rent unless the LESSOR by the date of exercise of option to pay one time lease rent has 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. Subject to the Aforesaid this option may be exercised at any time during the lease period, provided the LESSEE is not in arrears of lease rent. It is expressly agreed by the LESSEE that yearly Lease Rent already paid till the date of exercise of option to pay one time lease rent , shall not be eligible for adjustment in the amount payable towards one time lease rent.

The LESSEE shall pay lease rent annually on due date or in advance without waiting for any demand notice ore reminder thereof.

3. And observance of all the terms and conditions contained in this lease deed, the LESSOR doth hereby demise and lease to the LESSEE, for a period of 90 years, commencing the date of execution of this lease deed, all that plot of land on "as is where is basis" described as Plot No-5A, at Sector-Techzone, Greater Noida, admeasuring 48567 Sq.mt. (hereinafter referred to as the demised plot) and bounded by:

ON THE NORTH BY - As per lease plan
 ON THE SOUTH BY —do-
 ON THE EAST BY —do-
 ON THE WEST BY —do-

And which said plot is clearly delineated and shown in the attached plan and herein marked red, which plan shall form part of this deed.


 प्रबन्धक (आई० टी०)
 ग्रेटर नौएडा प्राधिकरण

Star Landcraft Pvt. Ltd.

 Authorised Signatory

आवेदन सं०: 202500743031647

बही सं०: 1

रजिस्ट्रेशन सं०: 12255

वर्ष: 2025

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

पट्टा दाता: 1

श्री ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण द्वारा सुदीप विधार्थी के द्वारा संजीव कुमार शर्मा, पुत्र श्री राम शरण शर्मा

निवासी: ग्रेटर नोएडा

व्यवसाय: नोकरी

पट्टा गृहीता: 1





श्री मेसर्स स्टार लैंडक्राफ्ट प्राइवेट लिमिटेड के द्वारा सुमित तुली, पुत्र श्री परविंदर तुली

निवासी: ऑफिस पता-1-बी, सेक्टर-126 नोएडा

व्यवसाय: नोकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1





श्री समर सिंह, पुत्र श्री एस आर सिंह

निवासी: ग्रेटर नोएडा

व्यवसाय: वकालत

पहचानकर्ता : 2





श्री आयुष यादव, पुत्र श्री के पी यादव

निवासी: ग्रेटर नोएडा

व्यवसाय: वकालत

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी :





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रेम प्रकाश सिंह

उप निबंधक : सदर ग्रेटर नोएडा

It agreed by the LESSEE that the date of execution of lease deed shall be the date for handing over possession of the demised plot.


But except and always reserving to the LESSOR:

- (a) The LESSOR reserves the rights and title to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plots and full right and power and 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 CEO of the LESSOR on the amount of such compensation will be final and binding on the LESSEE.
- (b) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, in developing the area.

II) AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

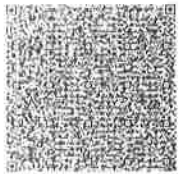
(1) REMITTANCE OF PAYMENT TO THE LESSOR

- a) All Payments due and payable to the LESSOR are to be made only through banking channel. No Payment in cash is payable under any circumstances. The payment can also can also be made with online through LESSOR website @ www.greaternoidaauthority.com. The LESSOR is in the process and may soon implement end-to-end ERP system for all processes. Hence, in future only online payments will be accepted. The Allottee will have to abide by all such decisions of the LESSOR.
- b) All Payments should be remitted by the due dates. In case the due date is a bank holiday then the LESSEE shall ensure remittance on the immediate next working day. In exceptional circumstances, at the written request of the LESSEE for reasons to be mentioned, time of deposit for the payment of amount due may be extended by the Chief Executive Officer of the LESSOR or his/her authorized representative at his/her discretion which extention would be subject to payment of interest, at such rate as may be specified by the LESSOR.
- c) All payments should be made through a demand draft and online payment method drawn in favour of GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY and payable at any scheduled bank located in Greater Noida or as per the prevailing policy of the Lessor.
- d) After depositing the installment/dues with the designated scheduled bank/payment gateway/online system, the Allottee shall intimate the same to GNIDA through a written intimation along with the details of amount deposited or through an email.
- e) Any payment made by the LESSEE will be adjusted in following order-
Firstly, towards the penal interest;
Secondly towards interest due;
Thirdly towards the lease rent payable and then towards premium due.
- f) The Allottee/Lessee shall not entitled for any benefit/ relaxation on the matter of making payment of the dues to the LESSOR on the premises that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allottee/Lessee shall have to pay due installment along with interest on due date.


प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

Star Landcraft Pvt. Ltd.

Authorised Signatory



गौतम बुद्ध नगर
09/04/2025

आर० बी० दिवाकर
निबंधक लिपिक गौतम बुद्ध नगर
09/04/2025



- g) On account of failure or neglect to pay any installment (s) amount or lease rent or any othe dues payable to the LESSOR, as mentioned in article I above along with interest due thereon and / or lease rent continuously for six months, the LESSOR shall be entitled to determine this lease deed with the consequences provided.
- h) All amount payable to the LESSOR, whether on account of premium or lease rent or on any other account whatsoever shall constitute, upon of the demised plot and / or on the buildings erected thereupon, a charge, within the meaning of Transfer of Property Act, in favour of the LESSOR.
- i) All dues payable shall be bound to obey and submit to every direction issued or regulations made by the LESSOR now existing or hereafter to be made.
- (2) That the LESSEE shall be bound to obey and submit to every direction issued or regulation made by the LESSOR now existing or hereafter to be made.

(3) AS IS WHERE IS BASIS

- (a.) The demised plot has been allotted and is leased on "as is where is basis" as also its area/ Dimensions as per the actual measurements at the site of the land topography.

(4) MINIMUM LEVEL AND TIME FRAME OF INVESTMENT IN THE PROJECT


- (a) The LESSEE agrees that as one of the terms for allotment is Minimum acceptable investment for the project shall be calculated as Rs.7.00 crores per acre (excluding land cost). As a proof of investment, the lessee shall submit the Certificate of Chartered Accountant and Approved Valuer of the same to the lessor on yearly basis excluding land cost.
- (b) The lessee shall have to invest 30% of the minimum acceptable investment in the first three years (excluding land cost) and 100% of the minimum acceptable investment in 5 years from the date of execution of lease deed. However, in exceptional circumstances, the extension of time for minimum acceptable investment may be permitted as per the prevailing policy of the Authority at the time of submission of request letter by the Allottee and after payment of prescribed fees/charges.

(5) NORMS OF DEVELOPMENT

That the LESSEE shall develop the "the project and facilities" on the demised premises and meet the following norms of development:-

(a) IMPLEMENTATION & EXTENTION

- (i) The LESSEE shall complete the construction of minimum FAR within 3 years. However, under exceptional circumstances, an extension may be allowed by the lessor on payment of such charges and subject to terms and conditions as mentioned below:


प्रबन्धक (आई० टी०)
सेक्टर नौएडा प्राधिकरण

Star Landcraft Pvt. Ltd.

Authorised Signatory



Sr. No	Area of Plot	Min % (in sq.m.)	Time limit for obtaining completion certificate for minimum FAR (from date of lease/ possession)	Maximum time limit (with extension charges) for obtaining completion certificate for minimum FAR (from date of lease/ possession)
1	Up to 4000	50	3 years	5 years
2	4001-10,000	40	3 years	5 years
3	10,001-20,000	35	3 years	6 years
4	20,001-1,00,000	30	3 years	7 years
5	1,00,001-2,00,000	25	3 years	8 years
6	2,00,001-4,00,000	20	3 years	9 years
7	Above 4,00,000	15	3 years	10 years

• **Applicable to the LESSEE**

NB: Strict time frame is prescribed since land is allotted / leased at lessor rates for IT/ITES land use and incentives, in regard to stamp duty etc. from the State Government are availed by the LESSEE.

- (ii) In the event of extension, charges @4% of the premium (at the time of allotment) per year would be chargeable for grant of extension for each year or part thereof. The extension charges shall be calculated on a pro rata monthly basis.
- (iii) Failure to obtain the completion certificate of minimum FAR within the maximum time limit may lead to cancellation of allotment and / or determination of Lease deed with forfeiture as per prevailing norms. The possession of the plot will be resumed by the lessor with structure thereof, if any and the allottee/ lessee will have no right to claim compensation thereof.

(b) **Development and construction as per Building Regulations / Directions.**

- (i) The LESSEE shall carry out development of the "project and facilities" in accordance with the plans approved by the concerned department of LESSOR as prevailing Building Regulations / Byelaws of the Authority on the last day of Proposal Submission. No Construction can be commenced by the LESS without obtaining prior approval of the Building/ lay out plans from the LESSOR.
- (ii) The Permissible activities /development norms shall be as follows:
- Maximum 5% FAR of the total Sanctioned FAR would be permitted for Commercial Use. (Permissible Activities are mentioned in Annexure –Schedule II)
 - Maximum 10% FAR of the total Sanctioned FAR would be permitted for Support Facilities. (Permissible Activities are mentioned in Annexure – Schedule II)
- (iii) That the LESSEE shall at his own cost develop and erect building on the demised premises in accordance with the plan, elevation, and design to be approved by the LESSOR or any officer authorized by the LESSOR in that behalf in writing and shall ensure that the broad elements provided in "the project and facilities" are in a substantial workman-like manner, with all necessary

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

Star Landcraft Pvt. Ltd.
Authorised Signatory



sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers etc.

- (iv) The LESSEE shall not be entitled to seek change / alteration of the approved layout plans, except after compliance with applicable bye-laws and all applicable statutory provisions like Real Estate (Regulation and Development Act) 2016, the UP apartments Act (where applicable) and the rules made directions issued thereunder.
- (v) The LESSEE shall be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification and street lighting, water supply, sewerage and roadside arboricultural, development of parks, adequate provision of parking space and any other item as may be desired by the LESSOR according to norms and specifications prescribed from time to time.
- (vi) All clearances/approvals shall be obtained by the LESSEE from the respective competent statutory authorities like UPPCB etc. Environmental clearance etc. prior to the commencement of the construction work shall have to be taken by the LESSEE. All laws relating to environment protection shall have to be complied with by the LESSEE and its Sub LESSEE and its Sub LESSEE or tenants or anymore claiming under the LESSEE.
- (vii) Provisions relating to the fire safety/ water conservations etc. shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority (ies).
- (viii) All the peripheral/ external development work as may be required to be carried out up to demised plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the LESSOR at its own cost. 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.
- (ix) The LESSEE shall also bear the proportionate / full installation expenses (as the case may be) of the requisite size of transformers etc., for power connection to the demised premises from Noida Power Company Ltd.
- (x) The Lessee/Sub-Lessee/ tenant will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- (xi) 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 LESSOR in this regard.

(6) NO OCCUPATION OF BUILT UP SPACE PRIOR TO OBTAINING COMPLETION / OCCUPANCY CERTIFICATE

The LESSEE Shall not put any of its Allottee of Built- up space into possession for any reasons whatsoever, whether for fitment etc. or otherwise prior to issue of completion certificate/ Occupancy certificate by the LESSOR and without clearing all dues payable to the LESSOR.

(7) SUB LEASE

- (a) Subject to compliance with other provisions of this lease deed the LESSEE shall have the right to transfer, on tripartite sub-lease basis or, give on rent any built up space only to IT Industries, IT Enabled Services, Commercial Development and Institutional, at a price to be determined by it.


प्रबन्धक (आई० टी०)
ग्रेंटर नौएडा प्राधिकरण

Star Landcraft Pvt. Ltd.

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- (b) No transfer charges shall be levied by the LESSOR for first tripartite sub lease of the built-up space. The LESSEE shall provide the the list of bonafide users to the LESSOR from time to time in whose favour the sale has been executed. However, for every subsequent transfer of sublease rights, the sub lessee shall have to take prior written permission from the LESSOR with payment of Transfer charges. Transfer charges as per the prevailing policy of LESSOR as on date of submission of application for grant of permission to transfer shall be applicable and payable. Such transfer shall be effect only as per the format of transfer deed as approved by the LESSOR.
- (c) Every sub lessee or its transferee shall be bound by the terms of this lease deed, he sub lease deed and terms of permission to transfer.
- (d) The period available to the sub lessee or transferee thereafter, as the case may be, shall be the unexpired period this lease deed.

(8) RENTING OF SHOPS etc.

- (a) The lessee but no the sub lessee may after obtaining completion certificate/ occupancy certificate, rent out shops at its discretion and fixing and appropriating the rent. However before putting the tenant on rent, the LESSEE is under an obligation to inform the LESSOR about all details in format which may be prescribed by the LESSOR from time to time. The rent agreement shall comply with all applicable laws, including registration.
- (b) Every tenant shall be bound by the terms of this lease deed , and all applicable laws, bye laws and directions which may be issued by the LESSOR from time to time.
- (c) The period available to the tenant and all the tenant put together shall in no case extend beyond the unexpired period this lease deed, as existing on the date of creation of tenancy.

(9) USER

- (a) The demised plot or the building constructed thereon shall be used strictly by the LESSEE/ Sub Lessee/ Tenant as the case may be, for the purpose for which it is leased/ tenanted and for no other use whether in part or for any mixed use.
- (b) Any misuser shall render lease, Sub lease / tenancy agreement liable for cancellation by the LESSOR and the / LESSEE and the / LESSEE/ Sub Lessee / Tenant shall not be entitled to any compensation whatsoever. The lease/ sub lease / tenancy may be restored by the LESSOR subject to its policy on the conditions laid therein AND further subject to payment of charges to the LESSOR.

(10) Transfer of Plot

- (a) No transfer of lease plot or built up space, if any till then, can take place except with prior written permission of LESSOR which could be subject to payment of charges to the LESSOR.
- (b) Normally, no Transfer shall be allowed till Completion Certificate for the entire project has been obtained from LESSOR.


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- (c) In Exceptional circumstances transfer of demised plot may may be permitted by the LESSOR, as per the prevailing policy of the LESSOR at the time of submission of submission of transfer request letter (through ERP system or via email "authority@gnida.in") by the Allottee and after the following:
- (i) payment of prescribed fees and transfer charges,
 - (ii) clearance of all up to date dues, towards premium of land.
 - (iii) Clearance of all other dues, including lease rent and all other dues/ charges payable by the LESSOR
- (d)- The LESSEE agrees that in case transfer permission is granted allowed, the transferee shall not be entitled to any extention of time for completion of the project merely on the strength of such permission to transfer. The approved transferee shall have to complete the project within the unexpired time, stipulated in this Lease deed.

(11) Permission to Mortgage

- (a) The LESSEE shall in no case (except as mentioned above) assign relinquish (except in favour of the LESSOR) "the project and facilities" without prior permission of the LESSOR. Such transfer may be allowed with prior permission of the CEO of the LESSOR or any authorized by him/her in this regard.
- (b) The lessee may with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any Government/Semi Government organisation /Financial Institution/ Individuals /Firms/ Body Corporate /Banks for the purpose of securing loan for acquiring the plot/ carrying on construction.
- (c) Permission to mortgage the demised plot or the building constructed thereon, may be allowed by the Lessor as per its prevailing policy, as on the date os submission of such application for grant of permission by the LESSEE and after payment of prescribed fees and charges therefor.
- (d) No permission to mortgage shall be issued in case of there are outstanding payable to the lessor as on the date permission is granted.
- (e) In the event Permission to mortgage is issued by the Lessor, then the Lessor shall always continue to hold the first charge upon demised plot and or building for the amount of unpaid balance and charges, interest and other dues of the lessor. The LESSEE agrees that these dues constitute a charge within the meaning of the Transfer of property Act and all other Central or state Legislation , on the demised plot and the LESSOR shall always be a secured Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016.
- (f) **The bank of Financial institution shall have second charge, prior to giving any advance or financial assistance while creating a mortgage the bank/ Financial institution shall acknowledge in writing the first charge of the lessor. Without said acknowledgement, the creation of mortgage in favout of the bank/ Financial Institution shall not be valid of binding on the LESSOR.**
- (g) That every recipient of transfer, assignment, relinquishment, mortgage, subletting of any part / whole of the project and facilities shall be bound to the terms of this deed shall be answerable to the LESSOR in all respect therefor.

Provided always that the permitted transferee / assignee etc. shall deliver at his / her / its / their expense to the LESSOR an attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a period of one month of its registration as per the provisions of the Registratio Act, 1908, as amended from time to time.


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(12) Change in Constitution (CIC)

- (a) Change in Constitution may be allowed by the LESSOR only as per the prevailing policy of the Authority at the time of submission of CIC request letter by the Allottee and after payment of prescribed fees/charges.
- (b) In case of change in constitution of the Allottee or the consortium or any of the consortium member, the Allottee must submit the application to the Authority within 45 days of implementation of the change. In case the Allottee fails to submit the application within 45 days, penalties may be imposed as per the prevailing policy.

(13) Change in Shareholding (CIS)

- (a) Change in Shareholding made at the option of the LESSEE/ sub Lessee may be allowed by the LESSOR as per its prevailing policy on the date of submission of CIS request letter, upon payment of the prescribed Fees/charges. In the event of any suppression / mis- representation or delay in the intimation for seeking such approvals of change in shareholding , the fees / charges payable would be as on the date of discovery such change. The charges payable are in proportion to the CIS.
- (b) The application for CIS must be submitted to the Lessor within 45 days of implementation of the change. In case the allottee fails to submit the application within 45 days penalties may be imposed as per the prevailing policy.

(14) LESSOR IS A SECURED CREDITOR UNDER, 1976 Act & IBC, 2016

- (a) The LESSEE agrees that the LESSOR is a secured creditor under the Under the UP Industrial Area Development Act, 1976 and also the within the meaning of the provisions of insolvency and Bankruptcy Code, 2016. The dues payable to the LESSOR cannot be comprised either by the LESSEE/ Sub lessee or anyone claiming under the LESSEE during proceedings under the IBC or any other statute.
- (b) The Lessee expressly agrees that till such time all dues payable to the Lessor under these presents, whether on account of unpaid premium or lease rent or any other account, whatsoever are duly and fully paid and so acknowledged by the LESSOR, the demised plot/ building constructed thereon by the LESSOR, the demised plot/ building constructed thereon shall constitute and continue to be security in the hands of the LESSOR so as to secure payment of all dues under this lease deed. The LESSEE expressly agrees that the premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016
- (c) The Lessor further agrees that the LESSOR remains the owner of the land while possession of demised plot is given to the LESSEE on a deferred premium and lease rent which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the LESSEE from its sub lessee shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.
- (d) The LESSEE further agrees that the LESSOR shall always have the first charge over the demised plot in the event there remains dues payable to LESSEE then it shall also have first charge on the building constructed thereon on to the extent of its unpaid dues which charge would be superior to every financial institution or bank from whom the Lessee/ sublessee may borrow funds for completion of the project on the demised plot or any allottee of the Lessee.


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- (e) The lessee shall be bound to disclose to Allottees/ Sub lessees/ tenants prior to confirmation of allotment of any Built-up space to be constructed or already constructed, about the outstanding towards the Lessor/GNIDA and that such outstanding constitute a priority compared to the sub lessee/ tenants.

(15) Surrender


Surrender may be allowed by the LESSOR as per the prevailing policy of the LESSOR at the time of submission of request for Surrender by the LESSEE.

(16) Maintenance

- (a) The Lessee at his own expense will take permission for sewerage, electricity, and water connections from the concerned departments of GNIDA or from the competent authority (ies) in this regard.
- (b) The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the allotted 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 jointly and severally liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.
- (c) No objection will be entertained on the subject of amount spent on maintenance of the buildings and the common services, and the decision of LESSOR in this regard shall be final and binding on the LESSEE/ Sub lessee/ tenant.
- (d) The LESSEE /Sub-Lessee(s) / tenants shall at all times 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.
- (e) The LESSEE/ Sub-Lessee (s) / Tenants shall abide by all the regulations, byelaws, directions and guidelines of LESSOR framed / issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.
- (f) In case of non-compliance of these terms of conditions and any other directions of LESSOR, the LESSOR shall have the right to cancel the allotment/ determine the lease as per the rules or impose such penalty as it may consider just and/or expedient.
- (g) That the LESEE / its transferee/ assigns etc. shall permit all officers and subordinates of the LESSOR and workmen and other employed by the LESSOR from time to time and at all reasonable time of the day, to enter into and upon the demised premises and building t be eected thereupon in order to inspect the same and carry on necessary works mentioned before.

(17) Cancellation of allotment/Lease Deed

- (a) In addition to the other specific clauses relating to cancellation/determination, GNIDA, will be free to exercise its right of cancellation/ termination of the allotment/ the lease of plot in case of the following-
- i) Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud


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- ii) Any violation of the directions issued or of the rules and regulations framed by LESSOR or by any other statutory body.
- iii) In case of default on the part of the LESSEE/ Sub- lessee (s) /tenant or any breach/ violation of the terms and conditions of the allotment/ lease deed including but not limited to non-deposit of the premium installments or any other dues or for not completing the construction or making it functional within prescribed time or for misuser.
- iv) If the allotment is cancelled on the grounds mentioned in under sub-clause (i), (ii) and (iii) above, the entire deposits till date of cancellation shall be forfeited and possession of the plot shall be resumed by the Authority/ Lessor with structures thereon, if any and the allottee/ Sub-lessee/ tenant shall have no right to claim any compensation, thereof. Without prejudice to the aforesaid, the LESSOR shall also have the liberty to initiate legal action against such allottee/ lessee/tenant.
- v) After forfeiture of the amount as stated above, possession of the plot will be resumed by LESSOR, along with the structure thereupon, if any, and the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessee will have no right to claim any compensation thereon.
- (vi) That the LESSEE/ Sub lessee / tenant or any person claiming under the LESEE shall not hold the LESSOR responsible to make good the damage if, caused by fire, tempest, flood or violence of army or of a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.

(18) Restoration

The LESSOR may restore allotment / lease deed as per the prevailing policy of the LESSOR at the time of submission of request letter for restoration and after payment of the applicable fees and charges therefor. The prevailing policy for reference of the applicant is as follows;

- (i) The application of restoration of plots shall be made within 60 days from the date of cancellation.
- (ii) The decision about the restoration application of the plots shall be taken within a period of 6 months after the date of cancellation.
- (iii) The LESSEE shall have to pay restoration charges as per the prevailing policy of LESSOR (Presently, @10% of the total premium of the plot at prevailing rate on date of restoration application).
- (iv) The LESSEE will have to make up to date payment of all dues, penalties & interest etc. as applicable.
- (v) The LESSEE has to pay time extension charges as per terms of allotment / lease.
- (vi) The LESSEE has to submit Performance Bank Guarantee (PBG) of timeline given in Schedule, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of PBG will be 10% of the prevailing price of the plots.
- (vii) All legal expenses shall be borne by the LESSEE.
- (viii) The cancelled plot is not already allotted to another developer.
- (ix) In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/non-permissible activities in future and closure/removal of illegal/unauthorized/non-permissible activities.


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(x) In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

(19) That the LESSEE / Sub-lessee / tenants shall not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals.

(20) LESSOR IS THE OWNER OF THE DEMISED PLOT

The LESSEE acknowledges that it is the beneficiary of only lease hold rights in the demised plot for the period the lease remains in operation, while the LESSOR is and shall always remain the owner of the demised plot. Since the payment of the demised plot is to be made on deferred / installment basis which are interest bearing, apart from payment of lease rent basis and the same also being interest bearing, and / or in account of express clause in this deed that all unpaid amount payable to the LESSOR are interest bearing and / or the same also constitutes a charge on the demised plot.

(21) ESCROW Account

In public interest and, as per the policy of the LESSOR, the LESSEE shall open an ESCROW account with the LESSOR wherein, 100% of the project receivables from Allottees / Sub- lessees / Flat space Buyers/ Tenants must be deposited.

(22) NO SUB DIVISION / AMALGAATION OF THE DEMISED PLOT

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/ lease deed 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.

(23) INDEMNITY

The Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying GNIDA and its officers and employees against all disputes arising out of

- i) The non-completion of work
- ii) The quality and validity of development, construction, operations and maintenance
- iii) Any dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.
- iv) Any dispute or claim arising out of any allegation of infringement of any Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
- v) Any legal dispute arising out of allotment, lease and/or sub-lease to the Buyer of flat space/ tenant.


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(24) Liability to Pay Taxes

The LESSEE/ Sub Lessee/ tenant etc. shall be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the lessor or any other Authority 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.

(25) DUTY OF LESSEE TO ACT, PROVIDE FULL AND CORRECT INFORMATION ETC.

- (a) The Lessee agrees that it shall provide quarterly statement regarding the construction/ to be constructed allotment of built- up space together with the name of such allottee (s) office no. the consideration and all the terms of every such allotment of constructed built-up space to the LESSOR.
- (b) The Lessee shall execute a Tripartite Sub Lease Deed of the superstructure and proportionate undivided interest in the land in favour of its sub lessee. The Consideration therefor shall be calculated and received solely by the LESSEE. The format of Tripartite instrument shall have to be got approved in writing from the LESSOR

III Other Clauses

- i. The 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 LESSEE.
- ii. 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 GNIDA shall be final and binding on the Lessee / Sub Lessee / tenant.
- iii. In the event there is an order passed by the Hon'ble court granting enhancement of compensation to the landowners of the land over which the demised plot is developed or the surrounding areas catering to the amenities for the demised plot, then the LESEE shall be liable to pay the same upon demand by the LESSOR. The decision of the LESSOR in regard to the amount asked for will be final and binding on the lessee.
- iv. The LESSOR will monitor the implementation of the project and will be entitled to pass suitable order for timely implementation of the and for protection of the rights of the sub-lessees / flat space buyers.
- v. The Lessee and his / her / their successors or anyone claiming though the LESEE shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976), RERA, UP Apartment Act 2010/2016 and such rules, regulations or directions as are issued there under from time to time and for all other laws, whether central or state.
- vi. All dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the Honb. High Court of Judicature at at Allahabad.
- vii. All Provisions relating to fire safety, environmental laws, orders passed by the Courts/ Tribunals/ Appropriate Authority shall be observed and implemented by the LESSEE/ Sub lessee/ Tenant.


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- viii. All approvals under the Act, 1976 Rules, Regulations framed thereunder any other statute shall be obtained from the competent authority by the LESSEE/ Sub lessee/ tenant. Non- receipt or any delay as receipt of such approvals shall not constitute a ground to claim extension in time schedule of the implementation of project, either with or without charges.
- ix. In case an existing link road comes anywhere in the plot area, it shall be managed by the LESSEE till an alternate arrangement is made by LESSOR.
- x. 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.
- xi. 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.
- xii. The LESSOR in larger public interest has the right to take back the possession of the land/ building by payment of compensation as per law, after giving the LESSEE / Sub lessee / tenant an opportunity of being heard. However, the decision of the CEO of the LESSOR shall be final and binding on the Allottee/Lessee, its sub-lessees/ tenants.
- xiii. The LESSEE/ Sub 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.
- xiv. The Lessee / Sub-lessee /tenants shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- xv. All conditions of the Scheme Brochure shall be applicable to the LESSEE & Sub- Lessee / tenant. In the event of any inconsistency between the terms of the Brochure and this deed, then the terms of this lease deed shall prevail.
- xvi. Every sub-lessee/ tenant or anyone claiming through the LESSEE under this deed shall be bound by the terms hereof and it shall be no excuse that the LESSEE did not make such person aware of these terms.
- xvii. The Lessee / Sub lessee / tenants shall follow all environmental laws, including the MSW Rules, 2016 and its modifications from time to time.
- xviii. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) or any Rules or Regulations or Directions made thereunder shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-annexed and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P.Act.No.30 of 1974).
- xix. All powers exercisable by the LESSOR under this deed may be exercised by the Chief Executive Officer of the LESSOR. The LESSOR may also authorize any of its other officers to exercise all or Any of the powers exercisable by it under this lease.

Provided that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other Officer who is entrusted by the LESSOR with the functions similar to those of Chief Executive Officer.

- xx. Any relaxation, concession or indulgence granted by the LESSOR to the LESSEE shall not in any way prejudice the legal right of the LESSOR.

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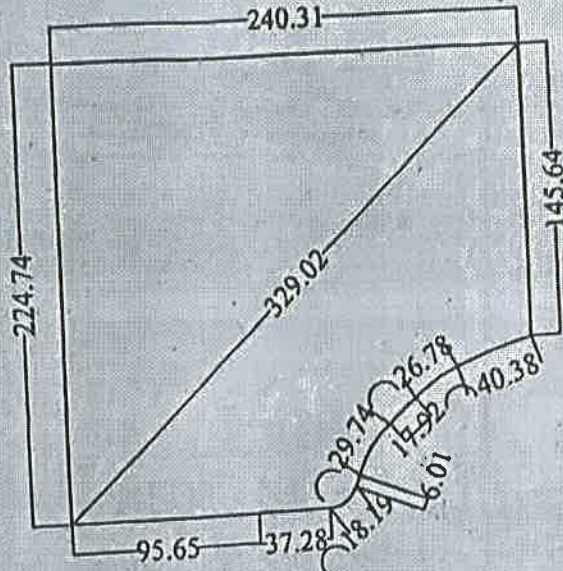


1153

PLOT NO-5A

PLOT NO-5B

PLOT NO-5C



45 M WIDE ROAD

45 M WIDE ROAD

Signature

TOTAL PLOT AREA-48567.00 SQM

POSSESSION TAKEN OVER ALLOTTEE LEASE PLAN OF PLOT NO.-5A SECTOR TECHZONE -(IT CITY) GREATER NOIDA	SIGN POSSESSION HANDED OVER			N
	PROJ. DEPT	<i>[Signature]</i> ASST.MANAGER	<i>[Signature]</i> MANAGER	<i>[Signature]</i> SR.MANAGER
	LAND. DEPT	<i>[Signature]</i> LEKHPAL		<i>[Signature]</i> SR.MANAGER
	LAW. DEPT	<i>[Signature]</i> A.L.O		<i>[Signature]</i> MANAGER
	PLANIG. DEPT	<i>[Signature]</i> SR.DRAUGHTSMAN		<i>[Signature]</i> ASST.MANAGER

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY



Schedule I

Elements of IT industries and IT enabled services (Project and Facilities)

1. High quality "ready to move" aesthetic workspace
2. Un-interrupted power supply
3. High speed data communication services including leased line connectivity and optic fibre backbone network
4. Centralized Air-Conditioning
5. Ample parking
6. Export facilitation IT infrastructure

Schedule II

1. Commercial Areas

Any space that is utilized for the following purposes would be considered as commercial space:

- Restaurants
- Open eating kiosks
- Gym & Fitness Centre
- Food Court
- Indoor games centre
- Grocery Shop
- Office stationery shop
- EV charging station

Please note that Hotels, Shops for selling goods other than those mentioned above are not permissible

2. IT/ITES Support Facilities

- Offices (IT/ITES related services). No sale/purchase/delivery of physical goods shall be allowed from built-up spaces designated as Offices.
- Banking and financial services
- Business Centre/ Conference facilities
- Waiting and transit areas
- Areas designated for public utilities
- Travel services
- Telephone exchange
- Electric sub-station
 - Water works
 - Export/import related facilities
 - Canteen
 - Creche & day care centre for workers/employees
 - Operations and maintenance by specialized agencies
 - Training centre and library
 - Health club for users/of IT industries and IT enabled services
 - Games/entertainment room for users/of IT industries and IT enables services


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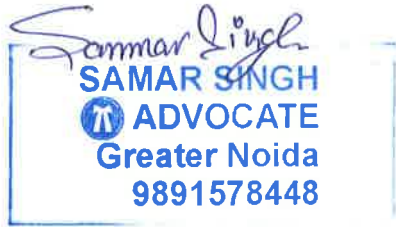


xxi. The Chief Executive Officer of the LESSOR reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.

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

In the presence:

1. Witness



For & on behalf of LESSOR
(Greater Noida Industrial Development Authority)

8/4/25

प्रबन्धक (आई.टी.डी.)
ग्रेटर नोएडा प्राधिकरण

2. Witness

For & on behalf of the LESSEE

Ayush Yadav
Adv
Greater Noida.

Star Handcraft Pvt. Ltd.

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आवेदन सं०: 202500743031647

क्रमांक 1 जिल्द संख्या 46869 के पृष्ठ 97 से 144 तक क्रमांक 12255 पर दिनांक 09/04/2025 को
रिजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रेम प्रकाश सिंह

उप निबंधक : सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

09/04/2025

