सत्यमेव जयते

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description

Consideration Price (Rs.)

First Party
Second Party
Stamp Duty Paid By : CREST PROMOTERS PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 7,22,15,000
(Seven Crore Twenty Two Lakh FifteenThousand only)

भाग 1

[प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला]

उप-निबन्धक द्वितीय कम सं0 6937

नोएडा

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 07-Apr-2015

प्रस्तुतकर्ता या प्रार्थी का नाम M/s Crest Promoters Pvt Ltd द्वारा अखिल

लेख का प्रकार पट्टा विलेख

प्रतिफल की धनराशि 1,164,010, / 0.00

1. रजिस्ट्रीकरण शुल्क 10,000.0
2. प्रतिलिपिकरण शुल्क 80
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणी करण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि
7. यात्रिक भत्ता

1 से 6 तक का योग 10,080.0

शुल्क वसूल करने का दिनांक 07-Apr-2015

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार किया 07-Apr-2015

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB-REGISTRAR-II
NOIDA (G.B. Nagar)

भाग 1

LOCKED S.R.O.-2 NOIDA

Please write or type below this line

CREST PROMOTERS PVT. LTD.
Authorised Signatory

XM 0002299734

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-UP00997326407924N
Certificate Issued Date	:	07-Apr-2015 04:08 PM
Account Reference	:	SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUPSHCIL01012004850355 26N
Purchased by	:	CREST PROMOTERS PRIVATE LIMITED
Description of Document	:	Article 35 Lease
Property Description	:	PLOT NO. SC-02-G, SECTOR-150, NOIDA, DISTRICT-GAUTAM BUDH NAGAR, UTTAR PRADESH
Consideration Price (Rs.)	:	116,40,10,476 (One Hundred Sixteen Crore Forty Lakh Ten Thousand Four Hundred And Seventy Six only)
First Party	:	NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
Second Party	:	CREST PROMOTERS PRIVATE LIMITED
Stamp Duty Paid By	:	CREST PROMOTERS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	7,22,15,000 (Seven Crore Twenty Two Lakh FifteenThousand only)

SHCIL NOIDA (U.P.)

LOCKED S.R.O.-2 NOIDA

COPY ORIGINAL

Please write or type below this line

CREST PROMOTERS PVT. LTD.
Authorised Signatory

XM 0002299734

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2. The onus of checking the legitimacy is on the users of the certificate.

आज दिनांक **07/04/2015** को

बही सं. **1** जिल्द सं. **6658**

पृष्ठ सं. **201** से **238** पर कमांक **2407**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(एच0 एम0 मित्तल) प्रभारी
उप-निबन्धक द्वितीय
नोएडा
7/4/2015

LEASE DEED

This Lease Deed is made on the **07-Apr-2015** between the New Okhla Industrial Development Authority a body corporate constituted Under Section 3 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 successor assigns on the one part and **M/s Crest Promoters Pvt. Ltd. having its Regd. Office at D-35, Anand Vihar Colony, Shahadra, Delhi – 110 092 through its authorized signatory Shri Akhil Aggarwal S/o Shri Ram Avtar Gupta R/o ELSA 504, Omaxe Heights, Sector-86, Faridabad – 121 006 duly Authorized vide Board Resolution dated 6th April, 2015 (Relevant member of M/s Lotus Greens Constructions Pvt. Ltd. – (Consortium) having its office at having its Regd. Office at D-107, Panchsheel Enclave, New Delhi - 110019)** (hereinafter called the 'Lessee' which expression shall, unless context does not so admit, include his/her/their/its heirs, executors, administrators, representatives and permitted assigns on the other part.

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

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the said plot for development of Sports City for recreational, commercial and residential including group housing, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the lessee to obtain all statutory clearances from the concerned Authorities for his functioning. Lessor shall not be responsible for any consequences arising out of failure of the lessee to receive any such statutory clearance.

The lessee shall carry out development as per norms specified in the Building Regulations and Directions of the NOIDA.

LAND USE OF SPORTS CITY

The permissible broad break up of the total area under SPORTS CITY for different land uses shall be as under:

A. Recreational (Sports, Institutional & Other Facilities and open areas) not less than 70%
B. Commercial not more than 0.5 %
C. Residential including Group Housing (1650 persons per hect.

LESSOR

(एल० पी० सिंह)
सहायक प्रबन्धक

CREST PROMOTERS PVT. LTD.
Authorised Signatory

LESSEE

On residential / group housing area only) 29.5 %

Considering the above land use pattern following planning norms shall be applicable:-

1. Maximum permissible ground coverage of the entire land shall be 30%
2. Maximum permissible FAR on total land shall be 2.0
3. FAR & Ground Coverage in recreational land uses shall be as per prevailing bye-laws.
4. Permissible FAR for land use shall be allowed in the entire area within set back lines.
5. There shall not be any restrictions on the ground coverage and FAR in Residential including Group Housing and Commercial land use within the overall permissible limit of 30% ground coverage and 2.0 FAR on total land.
6. Ground coverage and FAR permissible for commercial use can be utilized for recreational and residential (group housing activities).
7. Unutilized portion of FAR on recreational component on completion of sports, institutional, other facilities and open areas can be utilized towards residential developments.
8. The open/green areas on the recreational component (i.e. sports activities such as Golf Course stadium etc, and open spaces) will be considered as open/green areas for entire land.

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

That in consideration of the premium of **Rs. 1164010476/-(Rupees one hndred sixteen crores forty lakhs ten thousand four hundred seventy six only)** out of which 20% i.e. **Rs. 232802096/- ((Rupees twenty three crores twenty eight lakhs two thousand ninety six only)** have been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance 80% premium i.e. **Rs. 931208381/- (Rupees ninety three crores twelve lakhs eight thousand three hundred eighty one only)** of the plot will be paid in 16 half yearly installments along with interest @ 11% p.a. from the date of issue of reservation letter for the land.

No separate notices for deposit of the installment/ lease rent shall be issued by Lessor. The LESSEE shall ensure that the due installments along with interest are deposited on the due date or the previous working day if the due date is a bank holiday.

In case of failure to deposit the due installment by the due date, the LESSOR may cancel the allotment. However, in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of interest @ 14% p.a.

LESSOR

(प्रेम प्रकाश सिंह)
सहायक महाप्रबन्धक
नोएडा

LESSEE

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री **विकास आनन्द**

पुत्र श्री **दीपक आनन्द**

पेशा **अन्य**

निवासी **डी 1133 से0 49 फरीदाबाद**

व श्री **देवेन्द्र सिह भण्डारी**

पुत्र श्री **खीम सिंह भण्डारी**

पेशा **अन्य**

निवासी **15/310 दक्षिणपुरी दिल्ली**

ने की ।

प्रत्यक्षतः मद साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(एच0 एम0 मित्तल) प्रभारी
उप-निबन्धक द्वितीय
नोएडा
7/4/2015

(11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.

Provided further that Lessor shall accept all payments rendered otherwise by the Lessee but of the payments made by the Lessee shall first adjusted towards the interest due, if any, and thereafter, the balance shall be adjusted towards the lease rent payment along with the due interest and the balance, if any, shall be adjusted towards the due installments.

And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreement herein contained on the part of the Lessee to be respectively paid, observed and performed, the Lessor doth hereby demise on lease to the Lessee, all that plot of land numbered as Commercial **Plot No. SC – 02/G** situated in **Sector - 150 (part of the sports city plot No. SC-02 Sector - 150)** New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement **60000.54 square metres** 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

To hold the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee to the term of Ninety years on **"AS IS WHERE IS BASIS"** commencing from **07-Apr-2015** on the terms and conditions as given below :-

(a) In addition to the premium of plot, the lessee shall have to pay an yearly ground rent/ lease rent in the manner indicated below :-

(i) The ground rent/ lease rent @ Re 1/- per sqm. per year for the first three years from the date of execution of the lease deed.

(ii) Thereafter, the ground/lease rent shall be charges @ 2.5% p.a. of the total premium of the plot for next seven years of the first ten years. After ten years from the date of execution of the lease deed, the lease rent will be increased @ 50% and that rate will be applicable from the next ten years and this process will continue for future. Lessee can deposit one time lease rent equivalent to eleven time the lease rent calculated @ 2.5% per annum, subject to the clearance of the arrears of the lease rent, if any. Supplementary deed shall be executed after expiry of every 10 years.

(iii) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.

LESSOR

(पल्लव जैन सिंह)
सहायक कार्यपालक अधिकारी
नोएडा

LESSEE

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(iv) For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.

(v) The Lessee shall have the option to pay 11 (eleven) years lease rent @ 2.5% per annum as one time lease rent (27.5% of the premium of the plot) or as per prevailing policy of the Lessor at the time of deposit.

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

(a) The lead member should be the single largest shareholder having at least 30% shares in the consortium. The percentage of shareholding of the lead member shall remain minimum of 30% till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

(b) THAT the Lessee will pay to the Lessor the balance of the premium in the installments mentioned in clause I above by the dates mentioned therein. If the Lessee shall fail to pay any installment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the installment in arrears from the due date till the date of payment provided that failure to pay three consecutive installments the Lessor may determine the lease with penalties and consequences thereof.

(c) That the Lessee will pay unto the Lessor at its office on as otherwise directed the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor shall be entitled to recover the same with 14% interest per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.

(d) The Lessee will bear, pay and discharge all rates, assessments of every descriptions which during the said term to be assessed, charged or imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon.

(e) That Lessee will obey and submit to all direction issued or regulations made by the Lessor now existing or hereafter to exist so far as the same as incidental to the possession of immovable property so far as they affect the health, safety or convenience of the other inhabitants of the place.

(f) The LESSEE can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest. If the Lessee surrenders the allotted plot after 30 days from the date of allotment, in such an event the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest.

LESSOR

LESSEE

Authorised Signatory

पट्टा दाता

Registration No.: 2407 Year : 2,015 Book No. : 1

0101 नोएडा प्राधिकरण द्वारा एल0पी0सिंह

सै0-6 नोएडा

अन्य

पट्टा गृहीता

Registration No. : 2407 Year : 2,015 Book No. : 1

0201 **M/s Crest Promoters Pvt Ltd द्वारा अखिल अग्रवाल**

राम अवतार गुप्ता

Elsa 504 ओमेक्स हाईटस से0-86 फरीदाबाद

अन्य

(i) The Lessee shall be required to complete the construction of minimum 15% of the permissible area earmarked for sports, institutional & other facilities within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases within 5 years. However, the residential and commercial development/ construction may be completed in phases within 7 years. Further more, the lessee has to develop residential and commercial component in the project in proportion to area earmarked for recreational uses. However, extension in exceptional circumstances can be granted by NOIDA, on payment of extension charges applicable as per prevailing policy at the time of granting such extension. Delays due to encroachment, force majure, legal issues like stay orders etc. shall be considered for extension. The construction on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions of the NOIDA.

(j) The lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/ constructions, subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the Lessee after prior written approval of the LESSOR. The project may be implemented by lessee through Special Purpose Company and/ or through its subsidiaries. The relationship between Special Purpose Company & its subsidiaries would be governed by the prevailing law, rules and regulations. However, mortgage permission can be accorded to Special Purpose Company for implementation of project as per prevailing rules & regulations of Lessor.

(k) The Lessee shall indemnify the lessor against all disputes arising out of:

(i) The non-completion of the project.

(ii) The quality of development, construction and maintenance.

(iii) Any legal dispute arising out of allotment/lease to the final purchaser(s).

(l) The lessee can transfer the whole plot and the buildings constructed thereon with the prior permission of the LESSOR, after payment of transfer charges as per the prevailing policy of the LESSOR. However, the lessor reserves the right to reject any such transfer application without assigning any reason whatsoever.

In addition to the transfer charges as per prevailing policy of the LESSOR, the lessee shall also pay an amount of Rs. 10,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the lessee, as well as the transferee(s).

No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of Rs.10,000/- will be payable on such transfer.

Change in Constitution will be permitted as per prevailing policy of the Lessor and as per terms and conditions of the brochure of the scheme.

LESSOR

LESSEE

cancelled/determined and 30% of the total premium of the plot or the premium/installments deposited till then alongwith lease rent, interest, extension charges etc. deposited, whichever is less, shall be forfeited in favour of the LESSOR. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the plot, along with the structures, if any, thereon, shall be resumed in favour of the LESSOR and the lessee shall not be entitled to claim any compensation for the same.

(p) The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the lessee, the allotment of plot will be cancelled and/or lease will be determined, as the case may be. In addition, the entire money deposited by the lessee and sub-lessee(s)/Transferee(s) shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.

(q) The LESSOR reserves the right to all mines, minerals, coals, washing golds, earth, oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the allotted plot or for any building/structure standing thereon, provided always that the LESSOR shall make reasonable compensation to the lessee for any damages directly occasioned by the exercise of the rights hereby reserved. The decision of the LESSOR on the amount of such compensation will be final and binding on the lessee and all the sub-lessee(s)/Transferee(s).

(r) The lessee shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the allotted plot. If the buildings and 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. The lessee and all the sub-lessee(s)/Transferee(s) will be personally and severely liable for the payment of the maintenance amount. In case of any default in the payment of the maintenance amount, the dues will be recovered from the lessee and all the sub-lessee(s)/Transferee(s) as arrears of land revenue.

(s) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted plot and the decision of the LESSOR shall be final and binding on the lessee and all the sub-lessees (transferees).

(t) The lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.

(u) The lessee 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.

LESSOR

LESSEE

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(v) The lessee shall abide by all the regulations, bye-laws, 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.

(w) In case of non-compliance of these terms & conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

(x) 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 Lessor.

(y) In addition to the other specific clauses relating to the cancellation of the lease deed, the LESSOR will be free to exercise its right of cancellation of lease/allotment in the following case:-

(1) If the allotment is obtained through misrepresentation, by suppression of material facts, mis-statement and/or fraud.

(2) Any violation by the lessee and sub-lessee(s)/ Transferee(s), of the directions issued or of the rules and regulations framed by LESSOR or by any other statutory body.

(3) In case of default on the part of the lessee or any breach/violation of the terms and conditions of the tender, allotment, lease deed and/or non-deposit of the allotment / premium amount / instalments, lease rent etc.

If the allotment is cancelled on the grounds mentioned in para (1) above, the entire amount deposited by the lessee and sub-lessee(s)/Transferee(s) till the date of cancellation, shall be forfeited by the LESSOR and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (2) or (3) above, amount equivalent to 30% of the total premium of the plot shall be forfeited and the balance, if any shall be refunded without any interest and no separate notice to the lessee and sub-lessee(s)/Transferee(s) shall be given in this regard. After forfeiture of the amount as stated above, possession of the plot will be resumed by the LESSOR, along with the structures thereupon, If any, and the lessee and sub-lessee(s)/Transferee(s) will have no right to claim any compensation thereof.

III. AND IT IS MUTUALLY AGREED AND DECLARED BY IN BETWEEN THE PARTIES TO THESE presents AS FOLLOWING:

1. That the Lessee will 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 horses, cattle, dogs, other animals except and in so far as may be allowed by the Lessor in writing.

LESSOR

LESSEE

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2. That the Lessee shall not exercise his/her/their/its option for determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
3. If the Lessee does not abide by the terms and conditions of the lease and building bye-laws or any other rules framed or directions issued by the Lessor the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the Lessor followed by forfeiture of deposits as per prevailing policy.
4. Notwithstanding anything contained hereinbefore if there shall have been in the opinion of the Lessor (whose decision shall be final and binding) any breach by the Lessee or any person claiming through or under him/her/their/its, of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the Lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises it shall be lawful for the Lessor without prejudice to any other right or action of the Lessor in respect of any breach of agreement to re-enter the demised premises or any part thereof in the name of whole and determine this demise and thereupon if:
5. At the time of re-entry, if the demised premises has not been occupied by the Lessee by way of constructing a building thereon the Lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the Authority.
6. At the time of re-entry if the demised premises are occupied by any building constructed by the Lessee there on the Lessee shall within a period of three months from the date of re-entry remove from the demised premises all erection of building, fixtures and fittings which at any time and during the term shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default where of the same shall become the property of the Lessor without payment of any compensation to the Lessee for the land and building, fixtures, things before within the period herein specified the demised premises shall be re-allotted.

   Provided that the Lessor may at its option to purchase the said erection buildings and fixtures upon the plot after making the payment to the Lessee in price thereof as may be mutually agreed upon.
7. Any losses suffered by the Lessor on a fresh grant of demised premises or breaches of conditions aforesaid on the part of the Lessee or any persons claiming through or under him shall be recoverable by the Lessor from the Lessee.
8. The Chief Executive Officer of the Lessor may exercise all powers exercised by the Lessor under this lease. The Lessor may also authorize any of its other officers as he deems fit.

LESSOR

(एल० पी० सिंह)
सहायक महाप्रबन्धक
नोएडा

LESSEE

Authorised Signatory

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

9. The entire legal expenses of execution of this Lease Deed including Stamp Duty and registration charges shall be borne by the lessee. In case any dispute arising towards stamp duty, the lessee shall be liable for the same.

10. Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.

11. The Chief Executive Officer or the Lessor reserve the right to make such additions and alterations or modifications in these terms and conditions as may be considered just or/and expedient.

12. In the event of any dispute between LESSOR and the lessee and sub-lessee(s)/transferee(s) shall be subject to the territorial jurisdiction of the Civil Court of District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Allahabad.

13. If due to any "FORCE MAJEURE" or circumstances, beyond Lessor's control the Authority is unable to deliver possession of allotted plot, entire registration money or the deposits depending on state of allotment will be refunded without interest.

14. (a) In case of the clarification or interpretation regarding terms and conditions of this lease and brochure of the scheme which forms part of this lease, the decision of the LESSOR shall be final and binding on the lessee and all the sub-lessee(s)/ Transferee(s).

    (b) All conditions of Brochure of the scheme and allotment letter, even if not specifically mentioned in this lease deed, shall be treated as part of lease and binding upon the lessee.

15. If the lessee commits any act of omission on the demised premises resulting in any 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 the damages from the lessee during the period of subsistence of the nuisance.

16. The lessee and all sub-lessee(s)/Transferee(s) shall be liable to pay all taxes, charges leviable from time to time by the LESSOR or any other statutory body duly empowered to levy to taxes/charges.

17. All notices, orders and other documents required under the terms of allotment/lease etc. shall be govern by the provisions of the U.P.Industrial Area Development Act, 1976 and the Rules & Regulations made thereunder.

18. All the arrears due from the lessee and all the sub-lessees (transferees) to the LESSOR or any other statutory authority are recoverable as arrears of land revenue.

19. That the LESSOR hereby covenant that the lessee and sub-lessee(s)/Transferee(s) shall enjoy quiet possession of the demised premises without any disturbance by it

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सहायक महाप्रबन्धक

LESSEE

or its successors in the interest of any other person claiming title paramount thereto.

20. The lessee shall not be allowed to assign or change his role in the project, in anyway, till the completion of the project, without the prior written permission of the LESSOR. In case of any violation of this, the lease shall be cancelled and entire money deposited shall be forfeited.

21. The LESSOR, in the larger public interest, may take back the possession of the allotted plot and the buildings, if any, on it, by making payment at the prevailing rates and the decision of the LESSOR in this regard, including the decision regarding the prevailing rates, shall be final and binding on the lessee and all sub-lessees (transferees)

22. The lessee shall abide by all the regulations, bye-laws, directions and guidelines of the LESSOR framed/ issued under the brochure and U.P.Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.

23. 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.

24. In case of non-compliance of these terms and conditions, and any directions of the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and/or expedient.

25. The lessee shall plan development of SPORTS CITY by adhering to the land use percentages as mentioned in the brochure.

26. Composite Floor Area Ratio (**FAR**), of **2.0** on the total gross area of the allotted land will be permissible, which is fungible / transferable in different land use components as prescribed

27. The obligations of the developer with respect to the development of sports, institutional & other facilities are prescribed in this document.

28. Subject to provision of Master Plan and regulation of NOIDA:

- The lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of NOIDA/Lessor.
- Commercial and residential area can be sub-leased without any approvals on tripartite agreement basis.
- The transfer of whole plot and sub-lease of built up space shall be governed by the transfer policy prevailing at the time of such transfer or sub-lease of built up space.
- Without obtaining the completion certificate the lessee shall have the right to sub-divide the allotted plot into suitable smaller plot as per the planning norms of the NOIDA only for the area available for residential & commercial use and to transfer the same to the interested parties, if any, with the prior approval of the NOIDA on payment of transfer charges at the rate prevailing

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on the date of transfer. However, the area of each of such sub-divided plot should not be less than 8,000 Sq.mtrs.

- The allotment of land by NOIDA shall be on lease basis, however, in future it can be converted in free hold as per the terms and conditions specified by NOIDA.
- Multiple renting shall be admissible to the lessee and for the sub-lessee as per prevailing policy.
- The lessee shall make necessary arrangements of finances for development of SPORTS CITY to the satisfaction of NOIDA.
- The lessee shall make necessary arrangements for designing, engineering, and construction of the Project in accordance with the provisions of the Master Plan and regulations of NOIDA.
- The lessee shall adhere to Government policies and relevant codes of BIS/IS relating to disaster management and energy conservation in land use planning and construction works.
- The lessee shall obtain applicable permits/sanctions/approvals etc. from relevant Government agencies or local bodies or other authorities, as applicable. NOIDA shall assist and facilitate the lessee to procure the sanction/approval/ licence etc. expeditiously
- Various incentives/ concessions including waiver of stamp duty etc. shall be admissible to the lessee as per the State Govt. policy from time to time.
- After the written approval of the Lessor/NOIDA Authority, the lessee can implement/develop the project through its multiple subsidiary companies in which the allottee/lessee company shall have minimum 90% equity share holdings (such subsidiaries are exempted from stamp duty for transaction between parent company and subsidiary company under the provisions of Indian Stamp Act as per State Government notification).
- The lessee/allottee who develop the project through its subsidiary company shall be entitled for sub leasing the portion of allotted/leased land/built-up area in favour of the subsidiary companies and the first transfer by such subsidiary company, of the said allotted/leased land/built-up area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor/NOIDA Authority shall be payable.
- For the first transfer of land/built-up area through sub-lease no additional charges or transfer charges shall be payable by lessee to NOIDA or any Authority.
- The subsidiary company(ies) in whose favour sub lease deed is permitted shall be entitled to mortgage the portion of land which is being developed by them, as per rules of the Authority.

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- Areas are tentative and can be increased or decreased at the time of handing over of possession. If any un-resumed land falls within the area on offer, efforts will be made to resume it or to shift elsewhere.
- The allottee/lessee shall abide by the suggestions of State Government if any, in the master plan of NOIDA.
- Sub lease of land / built-up area shall be allowed on the basis of approved layout and building plans by NOIDA.

29. The Authority / 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.
30. In case of any clarification or interpretation regarding these terms and conditions, the decision of the NOIDA shall be final and binding.
31. If due to any "Force Majeure" or any circumstances beyond NOIDA's control, NOIDA is unable to make allotment or handover the possession of the allotted plot, entire earnest money and/or the deposits, as the case may be, will be refunded, as per the prevailing policies of NOIDA.
32. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the Lessee/ sub-lessee(s) to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance removed at the Lessee's/ sub-lessee(s) cost and charge damages from the Lessee/ sub-lessee(s) during the period of existence of the nuisance.
33. Any dispute between the Authority and Lessee/ Sub-Lessee(s) 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
34. 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.
35. The 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.
36. The lessee/sub-lessee(s) shall be liable to pay all taxes/ charges livable from time to time by the NOIDA or any other Authority duly empowered to levy the tax/charges.
37. Commercial premises/ residential premises as per the plans of the allottee approved by NOIDA shall be used for commercial/residential purpose only. In case of default, the lease deed is liable to be cancelled and the Lessee/ Sub-lessee(s) will not be paid any compensation thereof.

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38. Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.

39. All arrears due to the Lessor/Lessee(s) would be recoverable as arrears of land revenue.

40. The NOIDA in larger public interest may take back the possession of the land/building by paying a reasonable(s) compensation. The decision in this regard shall be final and binding on the lessee/sub-lessee(s).

41. In case the NOIDA is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee as per the prevailing policies of NOIDA.

42. प्राधिकरण द्वारा स्पोर्ट सिटी योजना के लिए सैक्टर-150 में आबंटित भूमि पर स्पोर्ट सिटी योजना का नियोजन एवं क्रियान्वयन एकीकृत (Integrated) रूप में करने के लिए आबंटी संस्था द्वारा समस्त आबंटित भूमि पर (उप विभाजित भूखण्डों को भी एक साथ सम्मिलित करते हुए) एक साथ भूविन्यास मानचित्र प्राधिकरण से स्वीकृत कराना होगा । इस मानचित्र में भूमि के आबंटन की शर्तों के अनुसार विभिन्न क्रियाओं का नियोजन प्रस्तावित किया जायेगा ।

43. प्राधिकरण द्वारा अनुमोदित भू-विन्यास मानचित्र के क्रम में ही आबंटी संस्था द्वारा योजना का क्रियान्वयन किया जायेगा । प्राधिकरण द्वारा भू-विन्यास मानचित्र स्वीकृत किये जाने तक आबंटी संस्था के सदस्य उप विभाजित भूखण्डों को किसी भी दशा में किसी अन्य को हस्तान्तरित नहीं करेंगे ।

Components of facilities

Facility	Minimum amount to be spent (in Crore)
Golf Course (9 Hole)	40.00
Multipurpose Playfield	10.00
Tennis Centre	35.00
Swimming Centre	50.00
Pro-shops/food and beveragel	30.00
IT centre/Administration/Media Centre	65.00
Indoor Multipurpose Sports Hall including – - Gymnastics - Badminton - Table Tennis - Squash - Basketball - Volley Ball	30.00

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SITE PLAN

PLOT NO SC-02(PART),SECTOR 150
PLOT AREA=60000.54 SQM

NOT TO SCALE

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THIS SITE PLAN IS TENTATIVE AS PER SURVEY. ACTUAL SIZE MAY BE DECREASE/INCREASE AS PER ACTUAL VERIFICATION ON GROUND

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J.E

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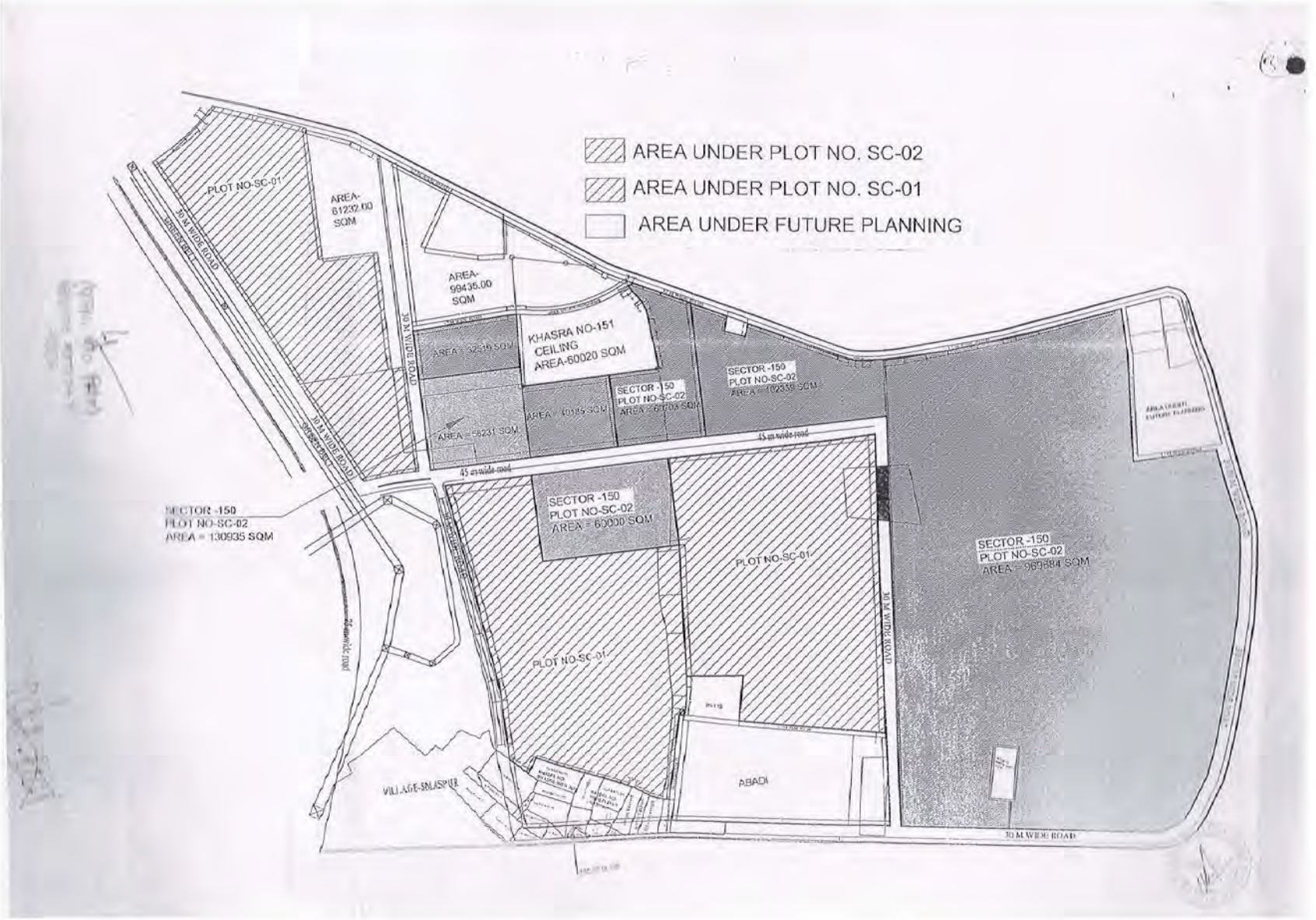
AREA UNDER PLOT NO. SC-02
AREA UNDER PLOT NO. SC-01
AREA UNDER FUTURE PLANNING
PLOT NO-SC-01
AREA-
61232.00
SQM
30 M WIDE ROAD
GREEN BELT
AREA-
99435.00
SQM
KHASRA NO-151
CEILING
AREA-60020 SQM
AREA = 32519 SQM
AREA = 5231 SQM
AREA = 40185 SQM
SECTOR -150
PLOT NO-SC-02
AREA = 67704 SQM
SECTOR -150
PLOT NO-SC-02
AREA = 102339 SQM
45 m wide road
SECTOR -150
PLOT NO-SC-02
AREA = 130935 SQM
SECTOR -150
PLOT NO-SC-02
AREA = 60000 SQM
PLOT NO-SC-01
PLOT NO-SC-01
SECTOR -150
PLOT NO-SC-02
AREA = 969884 SQM
30 M WIDE ROAD
ABADI
VILLAGE-SHIASPUR
30 M WIDE ROAD

- Rock climbing	
Cricket Academy	50.00
Internal Roads & parks	25.00
Hospital / Senior Living / Medicine Centre	60.00
Circulation Spaces, Carpeting, Utilities etc	15.00

IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year first above mentioned in the presence of :

CREST PROMOTERS PVT. LTD.
Authorised Signatory

For and on behalf of Lessor

For and on behalf of Lessee

(एल० पी० सिंह)
सहायक महाप्रबन्धक
नोएडा।

Witness 1.

Signature:

Witness 2

Signature:

Name: Vikas Anand
S/o Shri Deepak Anand.
Address: D-1133, Sector-49,
Faridabad (Haryana)

Name: Devendra Singh Bhandari
S/o Shri Khem Singh
Address: 15/310, Dakshin Puri,
New Delhi - 110062

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सहायक महाप्रबन्धक
नोएडा।

LESSEE

आज दिनांक **07/04/2015** को

बही सं. **1** जिल्द सं. **6658**

पृष्ठ सं. **201** से **238** पर क्रमांक **2407**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(एच0 एम0 मित्तल) प्रभारी
उप-निबन्धक द्वितीय
नोएडा
7/4/2015