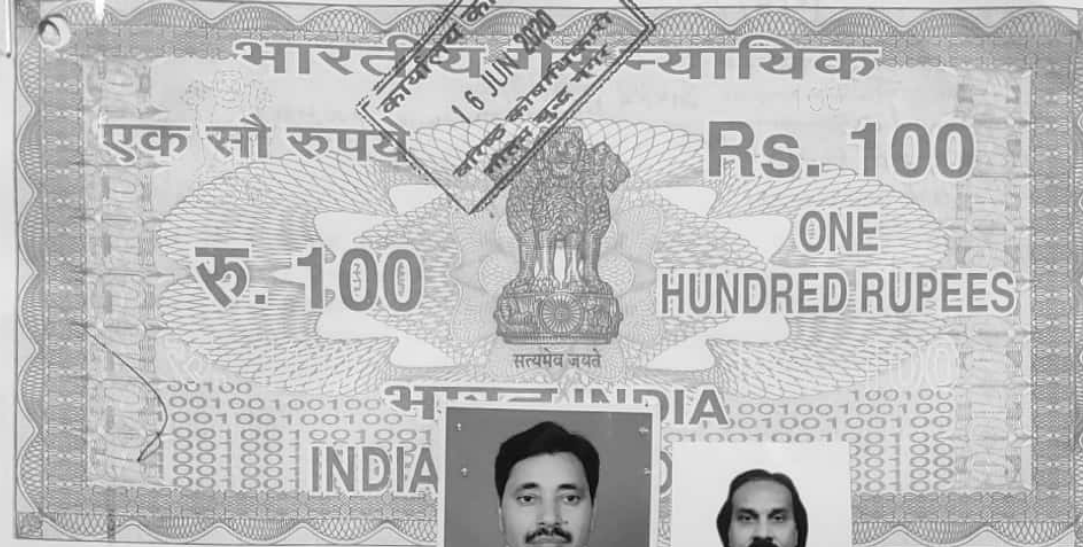




उत्तर प्रदेश UTTAR PRADESH

FM 116103



Sub Lease Deed

This U.P. Non-Judicial Stamp Paper is attached with and integral part of Sub Lease Deed in respect of Plot No. GH-01A/2, Sector 143B, Noida, which is being sub leased by Sikka Infrastructure Private Limited in favour of Provence Developers Private Limited (100% Subsidiary Company of Sikka Infrastructure Private Limited). The 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. Stamp duty exempted under the provision issued by State Govt. Finance Dept. Notification No. M-599/X-501 dt. 25-03-42 which is applicable on this instrument of Sub Lease Deed. A Certificate of confirmation regarding holding and subsidiary relationship between Sikka Infrastructure Private Limited, The Lessee and Provence Developers Private Limited, the Sub Lessee is issued by Registrar of companies, Kanpur, Uttar Pradesh, is being annexed forming part of this instrument.

For Sikka Infrastructure Pvt. Ltd.

For Provence Developers Pvt. Ltd.

Authorised Signatory

Authorised Signatory

कम. स. ६. स्थापन दिवस की तिथि. १०/७/१९७१
 स्थापन काय करने का प्रयोजन.
 स्थापन कीमत का भाग्य य पूरा पड़ा.
 स्थापन की धनराशि.

विपुल सिंह राठाम्प विक्रेता
रा. नं.-150/15-16 ला. अवधि 31-3-2017
उप सामाग्रीय कार्यालय (ARTO) नौरा
(विक्रय सीमा 15000/-)

SITKA Infrastructure POTENTIAL



SUB LEASE DEED

This Sub Lease Deed made on the 18 day of June, 2020.

BETWEEN

The New Okhla Industrial Development Authority, a body corporate constituted under section 3 read with 2 (d) of the Uttar Pradesh Industrial Area development Act, 1976 (UP Act No 6 of 1976) hereinafter called the **Lessor** which expression shall unless the context does not so admit, include its successors, assigns of the First Part; *through Sh. Bhuvan Chander (Employee Cat 2406)*
S/o Sh. Chet Ram

AND

M/s Sikka Infrastructure Pvt. Ltd. (PAN # AAOCS8666H) a Company within the meaning of Companies Act 1956, having its registered office at C-60, Sikka House, Vikas Marg, Preet Vihar, New Delhi through its authorized **signatory Jagdish Rawat** (DL No. DL 0719850191968) **S/o Late Shri U.S.Rawat R/o D-5 Shakarpur, Delhi 110092** duly authorized by the Board of directors vide Resolution dated 13.05.2019 hereinafter called the **Lessee** (which expression shall unless the context does not so admit, include Society representative, administrators and permitted assigns) of the Second Part;

AND

M/s Provence Developers Pvt. Ltd. (PAN # AAICP6257F) a company within the meaning of Companies Act 1956, having its registered office at C-60, Preet Vihar, Delhi-110092 through its authorized **signatory Sh. Pradeep Kumar Saxena** (UID No. 5500 8564 1593) **S/o Late Shri S.K. Saxena R/o J. 3/72b, J Extn. Laxmi Nagar, Delhi-110092** duly authorized by the Board of Directors vide resolution dated 13.05.2019 hereinafter called the **Sub Lessee** (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the Third Part.

Whereas by a lease deed executed on the 10.08.2011 and supplementary deed on 22.12.2011 and registered in the office of the sub-registrar Noida (hereinafter called as the "**Lease**") between the New Okhla Industrial Development Authority, a body corporate constituted under section 3 of the


For Sikka Infrastructure Pvt. Ltd.

Authorised Signatory


For Provence Developers Pvt. Ltd.

Authorised Signatory

आवेदन सं०: 202000743031505

उप पट्टा वितरेख

बही सं०: 1 रजिस्ट्रेशन सं०: 2487 वर्ष: 2020

प्रतिफल- 285543418 स्टाम्प शुल्क- 100 बाजारी मूल्य - 0 पंजीकरण शुल्क - 2855440 प्रतिनिधिकरण शुल्क - 140 योग : 2855580

श्री प्रोवेंस डेवलपर्स प्राइवेट लिमिटेड द्वारा
प्रदीप कुमार सक्सेना अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री एस के सक्सेना

व्यवसाय : नौकरी
निवासी: सी 60 सिक्का हाउस विकास मार्ग प्रीत विहार नयी दिल्ली





श्री. प्रोवेंस डेवलपर्स प्राइवेट लिमिटेड द्वारा
प्रदीप कुमार सक्सेना अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखापत्र इस कार्यालय में दिनांक 22/06/2020
एवं 01:51:28 PM बजे
निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश कुमार
उप निबंधक संदेर प्रथम
गौतम बुद्ध नगर
22/06/2020
राजेश कुमार बरोलिया
निबंधक लिपिक

UP Industrial development Act 1976 (UP Act No 6 of 1976) (the Lessor / party of the first part) and the Lessee /the party of the second part.

The Lessor had demised on leasehold basis Group Housing Plot bearing No. GH- 01/A, Sector 143 B, Noida, UP admeasuring 53911.33 sq. mtrs and more fully detailed and described in the schedule hereunto for 90 years commencing from 20.09.2010. The land has been demised for the purposes of constructing group housing of the Lessee on the terms and conditions, as specified in the said subsequent terms and conditions. Lease deed was registered with the Sub Registrar, vide Book No 1, Volume No 2610, Page No 351 to 388 document No 5815 dated 10.08.2011.

WHEREAS the Lessee of the Plot No. GH-01/A, Sector-143 B admeasuring 53911.33 Sq. m. as per the terms and condition of brochure has requested for sub division of the said plot into 2 parts. However, since 3602.41 sq.mt land was disputed, hence net area remains 50308.92 sq.mt which is to be divided into 2 parts as, Plot No. GH-01A/1, Sector-143 B measuring 36851.00 Sq.m in the name of Sikka Infrastructure Pvt. Ltd. and **Plot No. GH-01A/2, Sector-143B, NOIDA, Area 13457.92 Sq.m, in the name of M/s Provence Developers Private Limited.**

AND WHEREAS the Lessor has approved the sub division of Group Housing Plot No. GH-01/A, Sector-143 B measuring 50308.92 Sq.mtrs. into 2 parts vide order No.Noida/GH/2019/777 dated 20.02.2019, numbering as Plot No. GH-01A/1, Sector-143B measuring 36851 Sq.m, and Plot No. GH-01A/2, Sector-143B measuring 13457.92 Sq.m, to be developed by (1) the Lessee (2) M/s Provence Developers Pvt. Ltd. And allowed the lessee and sub lessee to sub lease as per the terms and conditions of the Brochure for the development of Group Housing Scheme.

The Sub Lessee **M/s PROVENCE DEVELOPERS Pvt. Ltd** is 100% owned subsidiary company of **SIKKA INFRASTRUCTURE Pvt. Ltd.** Limited comprising of

S. No	Name of Member/Shareholder	% of Shareholding
1.	M/s Sikka Infrastructure Private Limited	99.99
2.	Mr. Gurinder Singh Sikka As nominee on behalf of M/s Sikka Infrastructure Pvt Ltd	00.01
	Total	100.00

(A)



For Sikka Infrastructure Pvt. Ltd. For Provence Developers Pvt. Ltd.
Authorized Signatory Authorized Signatory

आवेदन सं०: 202000743031505

बही सं०: 1 रजिस्ट्रेशन सं० 2487 वर्ष 2020

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

पट्टा दाता: 1

श्री नॉएडा प्राधिकरण द्वारा भुवन चंदर, पुत्र श्री गोपाल राम

निवासी नॉएडा प्राधिकरण सेक्टर 6 नॉएडा

व्यवसाय नौकरी

पट्टा दाता: 2

श्री सिक्का इन्फ्रास्ट्रक्चर प्राइवेट लिमिटेड के द्वारा जगदीश
रावत, पुत्र श्री यू एस रावत

निवासी: सी 60 सिक्का हाउस विकास मार्ग प्रीत विहार नयी
दिल्ली

व्यवसाय: नौकरी

पट्टा गृहीता: 1

श्री प्रोवेंस डेवलपर्स प्राइवेट लिमिटेड के द्वारा प्रदीप कुमार
सक्सेना, पुत्र श्री एस के सक्सेना

निवासी: सी 60 सिक्का हाउस विकास मार्ग प्रीत विहार नयी
दिल्ली

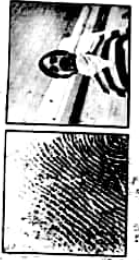
व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री सत्री चावला, पुत्र श्री एम पी चावला

निवासी: c 443 सेक्टर 19 नॉएडा

व्यवसाय: अन्य



And it has been represented to the Lessor that the **Consortium** members have agreed amongst themselves for having its registered office at C-60, Preet Vihar, Delhi - 110092 shall remain always to be **the Lead Member** of the consortium and whose shareholding shall remain unchanged till the temporary occupancy / completion certificate of at least one phase of the project is obtained from the Lessor (Authority).

II. Now the SUB- LEASE DEED WITNESSETH AS FOLLOWS:

The consideration of the total premium of **Rs. 28,55,43,418.00 (Rupees Twenty Eight Crore fifty Five Lakh Forty Three Thousand Four Eighteen Rupees only)**.

As per Sub Division Approval letter No. NOIDA/GH/2019/777 dated 20.02.2019, the said plot was divide into two parts against the said plot as on date to the Noida Authority that shall include the principle, interest and penal interest as detailed herein below amongst (1) the Lessee, (2) M/s Provence Developers Pvt. Ltd. as follows:-

INST NO.	DUE DATE	PREMIUM	INTEREST @11%	INSTALLMENT	OUTSTANDING PREMIUM
0	NILL	-	-	-	28,55,43,418/-
1	14.08.2019	5,71,08,684/-	1,57,04,888/-	7,28,13,572/-	22,84,34,734/-
2	14.02.2020	5,71,08,684/-	1,25,63,910/-	6,96,72,594/-	17,13,26,050/-
3	14.08.2020	5,71,08,684/-	94,22,933/-	6,65,31,617/-	11,42,17,366/-
4	14.02.2021	5,71,08,684/-	62,81,955/-	6,33,90,639/-	5,71,08,682/-
5	14.07.2021	5,71,08,684/-	25,98,836/-	5,97,07,520/-	-

In case, of default in depositing the installments or any payment, interest @ 14 % compounded half yearly shall be levied for defaulted period on the defaulted amount.

All payments should be made through a demand draft/ pay order/ drawn in favor of "**NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**" and payable at any scheduled bank located in New Delhi/ Noida. The

(2)

for Sikka Infrastructure Pvt. Ltd.

Authorised Signatory

for Provence Developers Pvt. Ltd

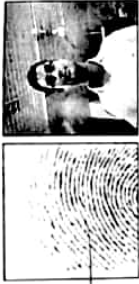
Authorised Signatory

पहचानकर्ता : 2

श्री फुलेश्वर राजक, पुत्र श्री केलाश राजक

निवासी. ग्राम खट्टी, गोड्डा, झारखंड - 814133

व्यवसाय. अन्य



Phulashwar

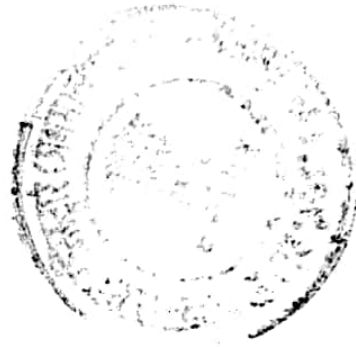
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षत भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी:

राजेश कुमार
उप निबंधक : संदर प्रथम

गोतम बुद्ध नगर
राजेश कुमार जस्तिया
निबंधक लिपिक

प्रिंट करें



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बर्ह
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Sub Lessee should clearly indicate his name and details of plots applied for/ allotted on the reverse of the demand draft/ pay order.

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

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

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

In case of allotment of additional land, the payment of the premium of the additional land shall be made in the lump sum within the 30 days from the date of communication of the said additional plot. No request of the Sub Lessee contrary to this will be entertained.

The amount deposited by the Sub Lessee will first be adjusted against the interest and thereafter allotment money, installment and lease rent respectively.

A. EXTENSION OF TIME

1. Extension of time, normally, shall not be allowed for more than 60 days for each installment to be deposited, subject to a maximum of three (3) such extensions during entire payment schedule.

2. For the purposes of arriving at the due date, the date of issuance of the Allotment Letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Sub Lessee to be respectively paid observed and performed, the lessor doth hereby demise on lease to the Sub Lessee that plot of land numbered as Group Housing Plot GH-01A/2, Distt. Gautam Budh Nagar (UP) contained by measurement **13457.92 sq. mtrs.** be the same a little more or little less and bounded.

On the North by : As per the site

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For Sikka Infrastructure Pvt. Ltd.

Authorized Signatory



For P. Venka Developers Pvt. Ltd.

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Authorized Signatory



On the South by : As per the site
On the East by : As per the site
On the West by : As per the site

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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Sub Lessee for the term of 90 (ninety) years commencing from 10.08.2011 and supplementary deed 22.12.2011 except and always reserving to the Lessor.

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

(II) AND THE SUB LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

- a. Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of March for the each year and yearly lease rent indicated below:
 - i. The Sub- Lessee has paid **Rs. 28,55,434/- as lease rent being 1% of the total premium of the plot for the first year of lease period.**
 - ii. The lease rent maybe enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
 - iii. The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of the lease deed and

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of Sikkim Infrastructure Pvt. Ltd. For Purchase Developers Pvt. Ltd.

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thereafter, every year, on or before the last date of the previous financial year.

iv. Delay in the payment of the lease rent will be subject to an interest @ 14 per annum compounded half yearly on the defaulted amount and for the defaulted period.

v. **The Sub Lessee will have the option to pay lease rent equivalent to 15 years @ 1% per year i.e equivalent to the 15% of the total premium of the plots as "One time Lease rent"** unless the Lessor decided to withdraw this facility. On payment of "One time Lease rent" no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be adjusted in the "one time lease rent" option.

b. The Sub Lessee jointly or severally shall be liable to pay all rates, taxes charges and assessment leviable by whatever name called for every description in respect of the plot or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payments due may be extended by the Lessor. But in such case of extension of time an interest @ 14% pa compounded half yearly shall be charged for the defaulted amount for such delayed period. In case Sub Lessee fails to pay the above charges it would be obligatory on the part of its members/ sub lessee to pay proportional charges for the allotted areas.

c) EXECUTION OF SUB LEASE DEED

1. After the approval of the lay-out plan the lessor, the sub-lessee shall have the option to sub-lease portions of land earmarked for group housing, subject to minimum plot size of 10,000 Sqm. and adherence to the planning norms of the Lessor, after prior approval from the Lessor.

2. The sub-lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street-lighting, etc. in that area is in progress.

3. The sub-lessee shall have to execute the sub-lease deed in favour of the Sub-Sub Lessee in the form and format as prescribed by the Lessor.

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For Sikkim Infrastructure Pvt. Ltd. -or Pr. Venture Developers Pvt. Ltd

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4. On execution of such sub-lease deed(s), the Sub-sub-lessee(s) will be bound to comply with the provisions of payment of proportionate share of the lease premium, lease rent and all other charges payable to the Lessor in the proportionate share of the land area so sub-leased.

Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed/ sub-lease deed/ scheme shall not be automatically considered as default of the Lessee. The Lessor shall be entitled to take any action against the sub-lessee as well, including cancellation of the sub-lease and forfeiture of the premium, etc. as per the terms and conditions of Brochure of the Scheme.

5. The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats in favour of the individual allottee(s).

6. The Lessee is executing Sub-lease deed in favour of Sub-lessee.

- i. Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate/occupancy (completion) certificate of the constructed flats on the allotted plot from the Building Cell of the this as mentioned in clause-CONSTRUCTION of this document.
- ii. Lessee/ sub-lessee(s) shall submit "NO Dues Certificate" in accordance with the payment schedule specified in the lease Deed/sub-lease deed from the Accounts Department of the Lessor.
- iii. Rs. 1000/- shall be paid as processing fee in each case of SUB LEASE in addition to other documents prescribed by the LESSOR.

NORMS OF DEVELOPMENT

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

Maximum Permissible Ground : Coverage	40%
Maximum Permissible FAR	2.75
Set Backs	As per Building Bye - Laws
Maximum Height	No Limit

- b. The ground coverage, FAR, Purchasable FAR, Convenient shopping, Set Back, Height, Green Area & Parking shall be allowed as per terms

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For Sikkim Infrastructure Pvt. Ltd. For P. Venugopal Naveen Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Authorised Signatory



and conditions of brochure / allotment / lease deed/Sub-Lease deed and building regulations and bye laws of NOIDA.

CONSTRUCTION:

1. The Sub-Lessee is required to submit building plan showing the phases for execution of the project for approval within 6 months from the date of execution of this sub-lease and shall start construction within 12 months. The Sub Lessee shall be required to complete the construction of group housing pockets on allotted plots as per approved layout plan and get the completion / occupancy issued from Building Cell Department of the NOIDA **Within a period of 3 years from the date of approval by the 198th Board meeting ie, 31.01.2020. The Sub Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan that has already been complied with by the Lessee on the date of execution of this Sub Lease Deed.**
2. The Sub Lessee shall make the provisions for the development of community facilities such as school, dispensary, milk-booth, community centre, electric sub-station, water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building Bye-Laws of the NOIDA.
3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts provided by the Lessor / NOIDA. 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 Sub Lessee.
4. Without prejudice to the LESSOR's right of cancellation, the time for the completion of the Project can be extended for a maximum period of another three years only with penalty as under
 - For first year the penalty shall be 4% of the total premium of the plot.
 - For the second year the penalty shall be 5% of the total premium of the plot.

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For Providence Developers Pvt. Ltd

Authorized Signatory



For Sikka Infrastructure Pvt. Ltd.

Authorized Signatory



- For third year the penalty shall be 6% of the total premium of the plot.

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

5. In case the Sub Lessee does not construct building within the time provided including the extension granted, if any, for the above, the sub-lease deed, as the case maybe, shall be liable to be cancelled. Sub Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. The Sub Lessee may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly, enabling them to do phase-wise marketing.

MORTGAGE

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction

on the allotted plot. The Sub Lessee should have valid time period for construction as per terms of the lease deed/sub-lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Sub Lessee will submit the following documents.

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

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Shri Sikha Infrastructure Pvt. Ltd. for Pr.venue Nayakpers Pvt. Ltd

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Authorized Signatory



LESSOR shall have the first charge on the plot towards payment of all dues of LESSOR.

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

The LESSOR's right to the recovery of the unearned increase and the preemptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

TRANSFER OF PLOT

After the approval of the lay out plan by the Lessor, the sub- Lessee shall have the option to sub lease portion of land earmarked for group housing subject to minimum plot size of 10000 sq.mtrs. and adherence to the planning norms of the Lessor , after prior approval from the Lessor.

The dues of the LESSOR towards the cost of land shall be paid in accordance with the payment schedule specified in the Lease/ Sub Lease deed before executing of sub-lease deed of the flat.

- i. The lease deed/sub-lease deed has been duly executed.
- ii. Transfer of the flat will be allowed only after obtaining the temporary occupancy/completion certificate for the respective phase by the Sub Lessee.
- iii. The allottee of the individual flat undertakes to put to use the premises for the residential use only.
- iv. First sale of a flat to an individual allottee shall be through a Sub-lease /Lease Deed to be executed on the request of the Sub Lessee to the LESSOR in writing. No transfer charges will be

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for Sika Infrastructure Pvt. Ltd.



-or P. Venkatesh Developers Pvt. Ltd

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payable in case of first sale. However on subsequent sale transfer charges shall be applicable on the prevailing rates as fixed by the LESSOR.

v. Rs. 1000/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.

vi. Every sale done by the Sub Lessee shall have to be registered before the physical possession of the property is handed over.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The Sub Lessee / allottee shall not use flat/convenient shop for any purpose other than for specified in sanction plan.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structures thereon, if any, shall be resumed by the LESSOR.

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

If the Sub Lessee / allottee 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/the NOIDA to cause such deviation to be corrected at the expense of the Sub Lessee/allottee who hereby agrees to reimburse by paying to the Lessor / the NOIDA such amounts as may be fixed in that behalf.

LIABILITY TO PAY TAXES

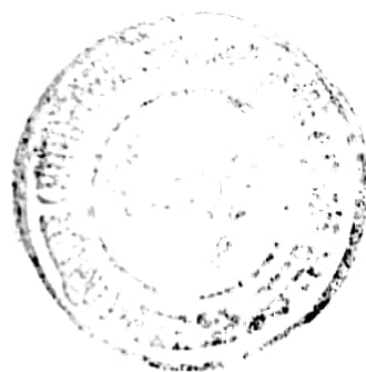
The Sub Lessee / allottee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf in respect of the plot whether such charges

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For Sika Infrastructure Pvt. Ltd. -or Panchs Developers Pvt. Ltd.

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

OVERRIDING POWER OVER DORMANT PROPERTIES (Clause 1-6 is not relevant)

1. The Sub Lessee / allottee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Sub Lessee / allottee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept in a state of good condition to the satisfaction of the Lessor at all times.
3. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.
4. The Sub-Lessee / allottee shall abide by all regulations. Bye-laws Directions and Guidelines of the LESSOR framed/issued under section 8, 9 and 10 under any other provision of UP Industrial Area Development Act 1976 and rules made therein.
5. In case of non-compliance of terms and directions of the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and expedient.
6. The Sub Lessee / allottee shall make such arrangements as are necessary for the maintenance of the building and common services and if the buildings are not maintained properly the LESSOR will have the power to get the maintenance done through any other agency and recover the amount so spent from the Sub-Lessee/allottee. The Sub Lessee/allottee will be individually and severally liable for payment of the maintenance amount. The rules/regulations of **U.P. Apartment Act, 2010** shall be applicable on the Sub Lessee/allottee. No. objection to the amount spent for the maintenance of the buildings by the Lessor shall be entertained and decision of the LESSOR in this regard shall be final.

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for Sri Lanka Infrastructure Pvt. Ltd. For Sri Lanka Infrastructure Developers Pvt. Ltd.
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MAINTENANCE

1. The Sub Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Sub Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept: -
 - a) in a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings in all times neat and clean, good healthily and safe condition according to the convenience of the inhabitants of the place.
3. The Sub Lessee(s) shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor Framed/issued or under any other provision of U. P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of the Lessor, the Lessor shall have the right to impose such penalty as it may consider just and expedient.
5. The Sub Lessee(s) shall make such arrangements as are necessary for the maintenance of the buildings and common services and if the buildings are not maintained properly the Lessor will have the power to get the maintenance done through any other agency and recover the amount so spent from the Sub Lessee. The Sub Lessee will be individually and severally liable for the payment of the maintenance amount. The rules/regulations of **U.P. Apartment Act, 2010** shall be applicable on the Sub Lessee. No objection to the amount spent for the maintenance of the buildings by the Lessor shall be entertained and decision of the Lessor in this regards shall be final.

CANCELLATION OF LEASE DEED

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

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Sika Infrastructure Pvt. Ltd. - or its authorized signatory

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Authorized Signatory

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1. Allotment being obtained through misrepresentation / suppression of material facts, mis-statement and / or fraud.
2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.
3. Default on the part of the Sub Lessee for breach/violation of the terms and conditions of the registration/ allotment/ lease/ sub-lease and/or non-deposit of the allotment amount.
4. If at the same time of such cancellation, the plot is occupied by the Sub Lessee, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the LESSOR with structure(s) thereon, if any, and the Sub Lessee will have no right to claim any compensation thereof. The balance, if any shall be refunded without any interest and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in para 1 above, the entire amount deposited by the Sub Lessee, till the date of cancellation shall be forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

1. The Noida / 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 and approved by the LESSOR.
2. 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.
3. If due to any "Force Majeure" or such circumstances beyond the control of the LESSOR, the LESSOR is unable to make allotment or facilitate the Sub Lessee(s) to undertake the activities in pursuance of the executed sub




For P. Jeyaraj Developers Pvt. Ltd.
Authorized Signatory
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- lease deed, the deposits depending on the stages of payments, will be refunded without any interest.
4. If the Sub Lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the LESSOR to ask the Sub Lessee to remove the nuisance within a reasonable period, failing which the LESSOR shall itself get the nuisance removed at the Sub Lessee's cost and charge damages from the Sub Lessee for the period of subsistence of the nuisance.
 5. Any dispute between the LESSOR and Sub - Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
 6. The Sub Lease Deed will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (UP act No 6 of 1976) and by the rules and / or regulations made or directions issued, under this Act.
 7. The LESSOR will monitor the implementation of the project.
 8. The Sub Lessee shall be liable to pay all taxes / charges leviable from time to time by the LESSOR or any other Authority duly empowered to levy tax / charges.
 9. Dwelling unit flats shall be used for the residential purpose only. Default, if any renders the sub lease liable to cancellation and the Sub Lessee will not be paid any compensation thereof.
 10. Other buildings earmarked for community facilities cannot be used for the purposes other than the community requirements.
 11. All the arrears due to the Lessor would be recoverable as arrears of land revenue.
 12. The Sub Lessee shall not be allowed change his role, otherwise the sub lease shall be cancelled and entire money deposited shall be forfeited.
 13. The LESSOR in larger public interest may take back the possession of the land / building by making payment at a reasonable rate as decided by

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as SUSA Infrastructure Pvt. Ltd. or Private Developers Pvt. Ltd

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भारत सरकार
कारपोरेट कार्य मंत्रालय
कार्यालय कम्पनी रजिस्ट्रार,
उत्तर प्रदेश,
37/17, वेस्टकोट बिल्डिंग, दि माल
कानपुर - 208001 (उ.प्र.)



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
OFFICE OF REGISTRAR OF COMPANIES,
UTTAR PRADESH
37/17, Westcott Building, The Mall
Kanpur - 208001 (U.P.)
फोन/ Phone : 0512 - 2310443 / 2310434

No. ROC/Misc/Holding subsidiary/ 37157

Dated 03.12.2019

M/s Providence Developers Private Limited,
Sikta House, C-60, Preet Vihar, Vikas Marg,
Delhi-110092.

Sub: Confirmation Certificate regarding Holding and Subsidiary relationship between Sikta Infrastructure Private Limited and Providence Developers Private Limited.

Sir,

With reference to your letter dated 18.11.2019 on the subject cited above, I am to state that Sikta Infrastructure Private Limited having its Registered Office at C-60, Preet Vihar, Vikas Marg, Delhi-110092 is holding 10,000 Equity Shares of Rs 10/- each totalling Rs 1,00,000 (including 1 equity share of Rs 10/- each held through its nominee Shri Gurminder Singh Sikta) i.e. 100% shares in Providence Developers Private Limited having its registered office at Sikta House, C-60, Preet Vihar, Vikas Marg, Delhi-110092. The issued, subscribed and paid up capital of Providence Developers Private Limited is Rs. 1,00,000/- divided into 10,000 Equity Shares of Rs 10/- each and as such Providence Developers Private Limited is a 100% wholly owned subsidiary company of Sikta Infrastructure Private Limited.

The above certified information is based on the records available in MCA Portal and the affidavits filed by Shri Harvinder Singh Sikta & Shri Purnan, Directors of Sikta Infrastructure Private Limited and Shri Harvinder Singh Sikta & Ms. Jasvinder Kaur, Directors of Providence Developers Private Limited and Certificate dated 19.11.2019 from M/s Saurabh Swastava & Associates, Company Secretaries.

In terms of the Provisions of Section 399 of the Companies Act, 2013, the required information/documents can also be accessed from the Ministry's website www.mca.gov.in or certified copy of the said documents can also be obtained on payment of the prescribed fee. Also refer to the provisions of Section 2(87) of the Companies Act, 2013 in the matter.

The above certified information is issued on the request of the company. In case, it is produced for the purpose of exemption from payment of revenue, the concerned department may take appropriate action on the merits of the case under the relevant laws, rules, regulations and due diligence without prejudice to the facts mentioned in it.



Yours faithfully,

(SUDHIR KAPOOR)
REGISTRAR OF COMPANIES,
UTTAR PRADESH, KANPUR.



नवीन ओखला औद्योगिक विकास प्राधिकरण

मुख्य प्रशासनिक भवन, सेक्टर - 6, नौएडा।

पत्रांक-नौएडा/गु0 हाउ0/2019/
दिनांक 20, फरवरी 2019

आदेश

मैसर्स सिविका इन्फ्रास्ट्रक्चर प्रा0लि0 द्वारा मा0 उच्च न्यायालय इलाहाबाद में याचिका संख्या 7963/2018 मैसर्स सिविका इन्फ्रास्ट्रक्चर प्रा0लि0 बनाम स्टेट ऑफ यू0पी0 एवं अन्य दायर की गयी।

उक्त याचिका में मा0 न्यायालय द्वारा दिनांक 27.02.2018 को आदेश पारित किये गये, जिसका सारवान भाग निम्नानुसार है:-

".....Taking into consideration the submissions advanced by learned counsel for the parties, we consider it appropriate to direct that the representation filed by the petitioner before the Chief Executive Officer of Noida for granting benefit of the Office Order dated 28 March 2016 should be decided at the earliest.

This petition is, accordingly, disposed of with a direction to the Chief Executive Officer of Noida to take a decision on the representation filed by the petitioner by a reasoned and speaking order in the light of the Office Order dated 28 March 2016 within a period of three weeks from today. For a period of six weeks from today or till a decision is taken by the Chief Executive Officer, whichever is earlier, no coercive steps shall be taken against the petitioner."

मा0 न्यायालय के उपरोक्त आदेश के क्रम में याचिकाकर्ता ने प्रत्यवेदन दिनांक 03.04.2018 एवं 15.05.2018 प्रस्तुत किया, जिसके द्वारा कथन किया गया कि प्राधिकरण के पत्र दिनांक 28.06.2011 के द्वारा भूखण्ड संख्या-जीएच-1, सेक्टर-143बी, क्षेत्रफल 77547.94 वर्गमीटर में से 53911.33 वर्गमीटर का भूखण्ड संख्या जीएच-1/ए, सेक्टर-143बी मैसर्स सिविका इन्फ्रास्ट्रक्चर प्रा0लि0 के पक्ष में सब-डिविजन देया गया था। सब डिविजन के उपरान्त भी पूर्ण भूमि का कब्जा उन्हें नहीं दिया गया, जिसमें खसरा संख्या-551 554, 555, 559 से 564, 568, 587, 588 का अधिग्रहण न होने के उपरान्त भी उनको पक्ष में आवंटन पर पट्टा प्रलेख का निषादन कर दिया गया, जिसका कब्जा उन्हें अभी तक नहीं दिया गया है। मा0 एन0जी0टी0 के आदेशों के कारण भी उन्हें निर्माण कार्य में बाधा उत्पन्न हुई है। इन्हीं आधारों पर निम्नानुसार अनुरोध दिये जाने का अनुरोध किया है:-

- I. The Authority shall to hand over the encumbrance free Land comprising of Plot No. GH 01/A, situated at Sector-143-B, Noida, as allotted and leased to the Applicant.
- II. The Authority shall extend the time for completion of the project without levying any extension charges in respect of development on Plot No GH-01/A, situated at Sector-143-B, Noida.
- III. The Authority shall not levy or collect any lease rent from the date of the lease till the possession is handed over to the Applicant.
- IV. The Authority shall not levy or collect any interest or penal interest on the land premium from the date of the lease till the possession is handed over to the Applicant.
- V. The plot in question is squarely covered under the Zero Period Policy and hence we are entitled to grant 'Zero' period from 26.04.2011 to 19.08.2015 due to NGT order in case of Okhla Bird Sanctuary case.
- VI. Declare zero period for NGT Ban on construction activities in NCR for 10 days in Nov. 2017
- VII. Construction period should also be increased to 7 years.



मान0 उक्त न्यायालय के आदेश के क्रम में मुख्य कार्यपालक अधिकारी, नौएडा द्वारा दिनांक 13.08.2018 को अपराह्न 12.30 बजे याचिकाकर्ता की व्यक्तिगत सुनवाई की गयी। सुनवाई के दौरान याचिकाकर्ता की ओर से श्री गुरनीत सिंह सिक्का एवं श्री प्रदीप सक्सेना उपस्थित हुये। उन्होंने अपना पक्ष प्रस्तुत करते हुये पुनः उपरोक्तानुसार अनुरोध किया गया।

उक्त के अतिरिक्त आवंटी मैसर्स सिक्का इन्फ्रास्ट्रक्चर प्रा0लि0 ने अपने पत्र दिनांक 20.11.2018 के द्वारा अनुरोध किया गया कि उन्हें आवंटित भूखण्ड के बीच में 3602.41 वर्गमीटर भूमि अन्तर्जित है जिसका कब्जा उन्हें नहीं दिया गया है, जिसके कारण निर्माण कार्य प्रारम्भ नहीं किया जा सका। इसी क्रम में भूखण्ड को दो भागों जीएच-01ए/1 क्षेत्रफल 36932.79 वर्गमीटर एवं जीएच-01ए/2 क्षेत्रफल 13376.13 वर्गमीटर दो भागों में उप विभाजित करते हुये आवंटन तिथि से वर्तमान तक भूमि अवधि घोषित करते हुये नया पेमेंट प्लान जारी करने का अनुरोध किया है।

आवंटी के प्रत्यावेदन के क्रम में सुनवाई के दौरान हुये विचार विमर्श, भूलेख विभाग, विधि विभाग एवं वर्क सर्किल-8, नौएडा एवं प्राधिकरण की स्थाई समिति से प्राप्त सस्तुति एवं पत्रावली में उपलब्ध विभिन्न न्यायालयों के आदेशों एवं अन्य प्रपत्रों के परीक्षणोपरान्त प्रश्नगत प्रकरण में निम्नलिखित तथ्य स्पष्ट होते हैं:-

- प्राधिकरण के पत्र दिनांक 20.09.2010 के द्वारा कन्जोरटियम (एक लीड मेम्बर व 6 अन्य सदस्य) के पक्ष में ग्रुप हाउसिंग भूखण्ड संख्या जीएच-1, सेक्टर-143बी, क्षेत्रफल 77547.94 वर्गमीटर का आवंटन किया गया।
- प्राधिकरण के पत्र दिनांक 28.06.2011 के द्वारा भूखण्ड संख्या-जीएच-1, सेक्टर-143बी, क्षेत्रफल 77547.94 वर्गमीटर में से 53911.33 वर्गमीटर का भूखण्ड संख्या जीएच-1/ए सेक्टर-143बी मैसर्स सिक्का इन्फ्रास्ट्रक्चर प्रा0लि0 के पक्ष में सब-डिविजन किया गया था।
- आवंटी के अनुरोध पर प्राधिकरण के पत्र दिनांक 10.08.2011 के द्वारा 53911.33 वर्गमीटर भूमि के स्थान पर 50308.92 वर्गमीटर भूमि का आवंटन हो गया। साथ ही 3602.41 वर्गमीटर भूमि संबंधित खसरा विवादित होने के कारण कब्जा न दिये जाने के कारण आवंटन तिथि दिनांक 20.09.2010 के स्थान पर साईट प्लान प्राप्ति की तिथि दिनांक 27.07.2011 से आवंटन तिथि मानते हुये जीरो पीरियड का लाभ दिया गया तथा यह सूचित किया गया कि 3602.41 वर्गमीटर भूमि का अधिग्रहण के पश्चात औपचारिक रूप से आवंटित करते हुये इस भूमि का पट्टा प्रलेख निष्पादित कराया जायेगा।
- आवंटी ने दिनांक 10.08.2011 को उक्त भूखण्ड का पट्टा प्रलेख निष्पादन कराते हुये 50308.92 वर्गमीटर भूमि का कब्जा लिया गया। दिनांक 22.12.2011 को अतिरिक्त एरिया 3602.41 वर्गमीटर को सम्मिलित करते हुये कुल 53911.33 वर्गमीटर भूमि का Supplementary Deed करायी गयी।
- Supplementary Deed में स्पष्ट रूप से उल्लेख किया गया है कि विवादित भूमि 3602.41 वर्गमीटर अधिग्रहण होने के उपरान्त औपचारिक रूप से आवंटित करते हुये Supplementary Deed का निष्पादन किया जायेगा।
- 3602.41 वर्गमीटर ग्राम शहदरा का खसरा संख्या-568 के अन्तर्गत आती है तथा ग्रुप हाउसिंग के पत्रांक-956 दिनांक 05.05.2014 पर नायब तहसीलदार द्वारा रिपोर्ट दी गयी है कि ग्राम शहदरा का खसरा संख्या-568 अभी अर्जित नहीं है।
- परियोजना अभियन्ता, वर्क सर्किल-8 के पत्र दिनांक 15.01.2019 के द्वारा अवगत कराया गया है कि भूखण्ड संख्या जीएच-1ए/2 पर आवंटी द्वारा कोई निर्माण कार्य नहीं किया गया है। इस संबंध में स्थल के फोटोग्राफ्स भी उपलब्ध कराया गया है।



- मुख्य वास्तुविद नियोजक द्वारा अवगत कराया गया कि यदि सर्वोचित मूखण्ड के मध्य स्थित अनाजित भूमि को छोड़ते हुये दो नू भागों में विभाजित किया जाता है तो उप विभाजित नू भाग के नू-आच्छादन, एफओआर तथा सेट बैक निम्नवत होंगे:-

Plot No.	Plot (Sqm.)	Area (Sqm.)	Maximum Permissible FAR (Sqm.)	Maximum Permissible Ground Covg. (Sqm.)	Set Backs (Mtr.)	D/O
Total Plot	50,308.92	1,45,267.00	20,123.568	25,00,9,0,9,0	1844	
Sanctioned	-	1,45,251.595	9,060.289	25,00,9,0,9,0	1564	
		(2.75+5%GB)				
Part-1	36,851.00	1,06,407.262	12,897.85 (3.5%)	20,0,9,0,9,0,0	1351	
		(2.75+5%GB)				
Part-2	13,457.92	38,859.744	4710.272 (3.5%)	15,0,9,0,9,0,0	493	
		(GB)				

उपरोक्त के अतिरिक्त यह भी अवगत कराया कि यदि आवंटी संस्था द्वारा पार्ट-1 पर अधिक एफओआर प्राप्त की जाती है तो पार्ट-1 में कितनी एफओआर कम करनी होगी। पूर्व स्वीकृत मानचित्र में अनुमत्त नू-आच्छादन एवं सेट बैक वर्तमान उप विभाजित नू भागों में अनुमत्त सेट बैक के क्रम में है।

- प्राधिकरण की 190वीं बॉर्ड बैठक दिनांक 21.10.2016 में लिये गये निर्णय के क्रम में कार्यालय आदेश दिनांक 29.11.2016 के द्वारा ओखला बर्ड सेन्स्युरी से 10 किलोमीटर की परिधि में आने वाले क्षेत्रों में निर्माण कार्यों पर रोक लगाये जाने वाले प्रकरणों में दिनांक 14.08.2013 से 28.10.2013 तक की अवधि को शून्य अवधि का लाभ दिये जाने एवं दिनांक 29.10.2013 से 19.08.2015 तक फैलल ब्राज से मुक्त किये जाने के आदेश किये गये।

- माओ राष्ट्रीय हरित अधिकरण (एनओडी) के आदेश दिनांक 14.08.2013 के द्वारा ओखला बर्ड सेन्स्युरी से 10 किलोमीटर की परिधि में आने वाले क्षेत्रों में निर्माण कार्यों पर रोक लगा दी गयी थी मुख्य वास्तुविद नियोजक, नौएछा से प्राप्त रिपोर्ट दिनांक 12.10.2017 के अनुसार गुप हाउसिंग मूखण्ड संस्था जीएच-1 की सैक्टर-143बी, नौएछा ओखला बर्ड सेन्स्युरी के 10 किलोमीटर की परिधि के अन्तर्गत नहीं आता है।

- प्राधिकरण बॉर्ड की 188वीं बैठक दिनांक 14.03.2016 में लिये गये निर्णय के क्रम में कार्यालय आदेश दिनांक 28.03.2016 के द्वारा यदि किसी उपयुक्त कारणों से प्राधिकरण द्वारा आवंटी/विकासकर्ता को आवंटी भूमि/मूखण्ड का कब्जा हस्तगत नहीं हो पा रहा हो, न्यायालय के स्थगन आदेश रहने के कारण आवंटी भूमि/मूखण्ड का प्रक्रिया पर रोक हो अथवा निर्माण कार्य आगे नहीं किया जा सकता हो आवंटी मूखण्ड के लिये कोई पहुँच मार्ग न होने, आवंटी भूमि पर अतिक्रमण होने आदि की स्थिति में शून्यकाल दिये जाने का प्रावधान किया गया है।

उपरोक्त तथ्यों के दृष्टिगत निम्नलिखित आदेश पारित किये जाते हैं:-

- 3602.41 वर्गमीटर भूमि के अनाजित/विवादित होने के कारण आवंटी 3602.41 वर्गमीटर भूमि के साथ-साथ परिवर्तन अभियन्ता, वर्क सर्टिफिकेट की रिपोर्ट दिनांक 15.01.2019 के अनुसार मूखण्ड में 13457.92 वर्गमीटर भूमि पर निर्माण कार्य प्रारम्भ नहीं कर सका। 3602.41 वर्गमीटर भूमि के अनाजित/विवादित होने के कारण 3602.41 वर्गमीटर भूमि के मद में आवंटी द्वारा जमा की गयी वसूली के समायोजन अन्य क्षेत्रफल में करते हुये 3602.41 वर्गमीटर भूमि के साथ-साथ मूखण्ड के 13457.92 वर्गमीटर भूमि पर आवंटी को आवंटी की तिथि से वर्तमान तक की अवधि को शून्य अवधि का लाभ दिये जाने के आदेश किये जाते हैं।
- आवंटी द्वारा प्रस्तावित मूखण्ड को दो भागों में उप विभाजित किये जाने का अनुरोध किया गया है जोकि मूखण्ड के बीच में 3602.41 वर्गमीटर भूमि अनाजित/विवादित होने के कारण तर्कसंगत है। चूंकि मूखण्ड के बीच में 3602.41 वर्गमीटर भूमि अनाजित/विवादित है, जिसके कारण आवंटी द्वारा पूरे क्षेत्रफल पर



एकीकृत रूप से परियोजना का निर्माण नहीं किया जा पा रहा है। अतः गुप्त हाउसिंग भूखण्ड संख्या जीएच-1ए, सेक्टर-143वी, नौएडा का उप विभाजन भू भाग के भू-आच्छादन, एफ0ए0आर0 तथा सेट बैक उपरोक्तानुसार रखते हुये जीएच-01ए/1 क्षेत्रफल 36851 वर्गमीटर एवं जीएच-01ए/2 क्षेत्रफल 13457.92 वर्गमीटर दो भागों में उप विभाजन किये जाने के आदेश किये जाते हैं।

3. जहाँ तक मा0 राष्ट्रीय हरित अधिकरण (एन0जी0टी0) के आदेश दिनांक 14.08.2013 के कारण निर्माण कार्य बाधित रहने का प्रश्न है। इस संबंध में चूंकि आवटी की परियोजना ओखला बर्ड सेन्चुरी से 10 किलोमीटर की परिधि में नहीं पड़ती है। अतः आवटी को कार्यालय आदेश दिनांक 29.11.2016 के अनुसार शून्य अवधि का लाभ प्रदान नहीं किया जा सकता।

अतः मा0 उच्च न्यायालय, इलाहाबाद द्वारा पारित आदेश दिनांक 27.02.2018 के अनुपालन में प्रत्यावेदन का प्रत्यावेदन एतद्वारा निस्तारित किया जाता है।

(आलोक टंडन)
मुख्य कार्यपालक अधिकारी

प्रतिलिपि:-

1. मेसर्स सिक्का इन्फ्रास्ट्रक्चर प्रा0लि0 द्वारा अधिकृत प्रतिनिधि श्री गुरनीत सिंह सिक्का, सिक्का हाउस सी-60, प्रीत विहार, विकास मार्ग, दिल्ली-110092 को उनके प्रत्यावेदन के क्रम में सूचनाएं।
2. निबन्धक, मा0 उच्च न्यायालय, इलाहाबाद को विविध यादिका संख्या-7963/2018 मेसर्स सिक्का इन्फ्रास्ट्रक्चर प्रा0लि0 बनाम स्टेट ऑफ यू0पी0 एवं अन्य में मा0 उच्च न्यायालय, इलाहाबाद द्वारा पारित आदेश दिनांक 27.02.2018 के क्रम में सूचनाएं प्रेषित।
3. विशेष कार्यधिकारी(आर)/ मुख्य विधि सलाहकार, नौएडा को सूचनाएं एवं आवश्यक कार्यवाही हेतु प्रेषित।
4. वित्त नियंत्रक, नौएडा को सूचनाएं एवं आवश्यक कार्यवाही हेतु प्रेषित।


मुख्य कार्यपालक अधिकारी



the LESSOR, whose decision in this regard shall be final and binding on the Sub Lessee(s).

14. In case the LESSOR is not able to give possession of any plot or any part thereof in any circumstances, the deposited money against that part will be refunded to the Sub - Lessee without any interest.

15. All other terms and conditions of the Brochure of the Scheme and the Allotment Letter and the Lease deed executed on 10/08/2011 and supplementary deed executed on 22.12.2011 between Lessor and Lessee will be applicable and binding upon the Sub Lessee.

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

In the presence of :

Witnesses

1. Sunny Chawla
S/o Sh. M.P. Chawla
R/o C-443, Sector 19, Noida
Voter ID No. ZYH2750982

2. Phuleshavar Rajak
S/o Sh. Kailash F
Gram Khatti, Godda
UID No. 9122 6460 7175

Phuleshavar Rajak
S/o Sh. Kailash Rajak
Gram Khatti, Godda, Jharkhand
UID No. 9122 6460 7175

For & on Behalf of Lessor

or Sikka Infrastructure Pvt. Ltd.

For & on Behalf of the Lessee

or P. V. Developers Pvt. Ltd

For & on Behalf of the Sub Lessee

Authorized Signatory

For P. V. Developers Pvt. Ltd

Authorized Signatory

or Sikka Infrastructure Pvt. Ltd

Authorized Signatory

आवेदन सं०: 202000743031505

बही संख्या 1 जिल्द संख्या 10036 के पृष्ठ 57 से 110 तक क्रमांक 2487 पर दिनांक 22/06/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



राजेश कुमार

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

22/06/2020

