GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

Revised **POSSESSION CERTIFICATE**

Letter No. Prop/BRS/2010/90
Date 12-10-2010

Plot Code —
Allotment No. Prop/BRS/2010/1487
Plot No. GH-04
Block No.
Sector Techzone-IV

Lessee / Allottee's Name & Address M/s Nirala Intratech Pvt. Ltd., E-13/29, 2nd Floor Harsha Bhawan, Connought Place, New Delhi-1

Status/Boundaries of plot	Dimensions	Area (In Sq. m.)	Remarks
North-East			
South-West	As per lease plan	99991.40 Sqm.	
South-East			
North-West	enclosed		

Site plan of the plot is enclosed herewith.

I/We have taken over possession of the plot No. GH-04 Block No. — Sector Techzone-IV on 12/10/2010

I/We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession handed over by

12.10.2010
प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

Possession taken over by

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

Signature of the lessee

Copy to

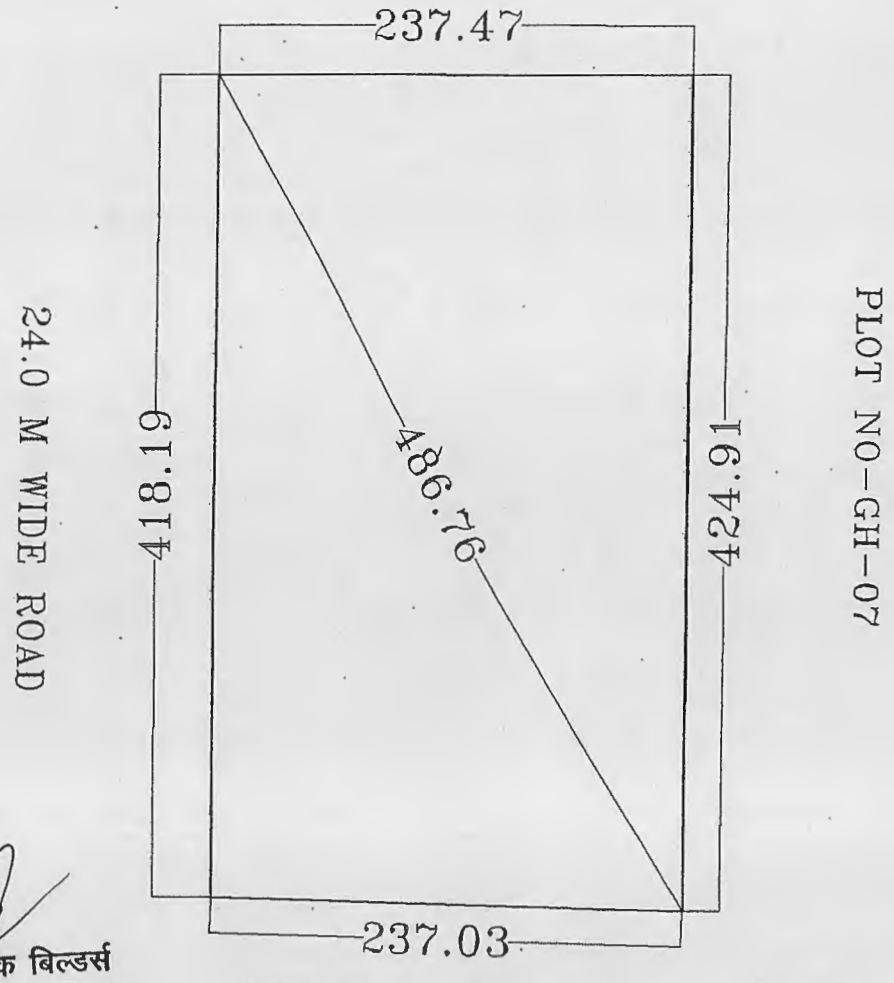
1. Lessee
2. General Manager (Property)
3. General Manager (Engg.)

12.10.2010
प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

PLOT NO-GH-04

PLOT NO-GH-07& 6A



प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD

DIRECTOR

AREA OF PLOT-99991.40 SQM

NOTE: DEVELOPMENT WORK IS IN PROGRESS LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND. AREA OF PLOT MAY BE INCREASE/DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

POSSESSON TAKEN OVER ALLOTTEE	SIGN POSSESSON HANDED OVER		NORTH
REVISED LEASE PLAN OF PLOT NO.-GH-04 SECTOR TECHZONE -IV GREATER NOIDA	PROJ. DEPTT	ASST.MANAGER	MANAGER	SR.MANAGER
	LAND. DEPTT	LEKHPAL	NAYAB TAHSEEL DAR	TAHSEEL DAR
	LAW. DEPTT	A.L.O	MANAGER	
	PLANIG. DEPTT	SR.DRAUGHTSMAN	SR.EXECUTIVE	

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

I 80083

(भाग १) क्रम संख्या 29

(प्रस्तुतकर्त्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

लेख या प्रार्थना-पत्र प्रस्तुत करने की दिनाँक.....

प्रस्तुत कर्त्ता या प्रार्थी का नाम.....

लेख्य का प्रकार.....

प्रतिफल की धनराशि.....

१. रजिस्ट्रीकरण शुल्क.....

२. प्रतिलिपिकरण शुल्क.....

३. निरीक्षक या तलाश के लिए शुल्क.....

४. मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क.....

५. कमीशन शुल्क.....

६. विविध.....

७. यांत्रिक भत्ता.....

१से ६तककायोग.....

शुल्क वसूल करने की दिनाँक.....

दिनाँक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार होगा.....

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर.....

उप निबन्धक
गौतमबुद्धनगर

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

गौतम बुद्ध नगर 11 OCT 2010

उत्तर प्रदेश UTTAR PRADESH

A 720098

Supplementary Lease Deed.

प्रबन्धक विंडर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

11 OCT 2019

MS Nirala Infratech Pvt. Ltd. N Del
th. Dir Sh. Suresh Kr. Garg.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720099

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

प्रबन्धक विलेख
ग्रेटर नौएडा प्राधिकरण

सं. 6605

11 OCT 2010

6 में शामिल किया गया।

कोषागार/गौतम बुद्ध नगर

पूरक लेखपत्र

10,000.00	50	10,050.00	2,500
फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग

श्री /श्रीमती संजीव कुमार शर्मा प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0द्वारा सन्तोष कुमार (प्र0र

पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी ग्रेटर नौएडा

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 12/10/2010 समय 4:37PM

बजे निबन्धन हेतु पेश किया।

(राजबहादुर सिंह)

उपनिबन्धक, सदर

गौतमबुद्धनगर

12/10/2010

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त

प्रथम पक्ष

श्री/श्रीमती संजीव कुमार शर्मा

प्रतिनिधि श्री ग्रे0नौ0ओ0वि0प्रा0द्वारा सन्तोष कुमार (प्र0स0)

पुत्र/पत्नी श्री

पेशा नौकरी

द्वितीय पक्ष

श्री/श्रीमती मै0निराला इन्फ्राटेक प्रा0लि0द्वारा सुरेश कुमार गर्ग

पुत्र/पत्नी श्री स्व0राम निवास गर्ग

पेशा व्यापार

निवासी ई-13/29 द्वितीय तल हर्षा भवन कनाट प्लेस नई दिल्ली

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720100

11 OCT 2010

वरिष्ठ कोषाधिकारी

प्रबन्ध निदेशक
ग्रेटर नोएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD

DIRECTOR

11 OCT 2010

.....में शामिल किया गया।

रोकड़िया

* कोषागार/गौतम बुद्ध नगर *

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री बी0के0गुप्ता

पुत्र श्री बी0एन0गुप्ता

पेशा व्यापार

निवासी बी-143 सै0-15 नौएडा

व श्री निप्पू कुमार तिवारी

पुत्र श्री केदार तिवारी

पेशा नौकरी

निवासी बी-85 सै0-15 नौएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

(राजबहादुर सिंह)
उपनिबन्धक, सदर
गौतमबुद्धनगर
12/10/2010

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720101

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

प्रथम पक्ष

Registration No 22083 Year : 2010 Book No. 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0द्वारा सन्तोष वु

ग्रेटर नौएडा

नौकरी

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720102

प्र... बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

For ... ATECH PVT. LTD.

DIRECTOR

11 OCT 2010

..... में शामिल किया गया।

कोषागार/गौतम बुद्ध नगर

द्वितीय पक्ष

Registration No. 22083 Year : 2010 Book No. 1

0201 मै0निराला इन्फ्राटेक प्रा0लि0द्वारा सुरेश कुमार गर्ग

स्व0राम निवास गर्ग

ई-13/29 द्वितीय तल हर्षा भवन क्नाट प्लेस नई दिल्ली

व्यापार

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720103

प्रबन्धक
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD

DIRECTOR

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720104

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720105

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720106

For NIRALA INFRATECH PVT. LTD

...OR

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

..... में शामिल किया गया।

रजिस्ट्रार

* कलेक्टर/सीतापुर सागर *

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720107

11 OCT 2010

प्रबन्धक बिल्डर
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD

DIRECTOR

11 OCT 2013

.....में शामिल
किया गया।

* कोषागार/कोष, कुरु नगर *

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720108

For NIRALA INFRATECH PVT. LTD

Director

वेल्डस
प्रा० लि० प्रा०पेकरण

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720109

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For M/S ALA INFRATECH PVT. LTD

DIRECTOR

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720110

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For HIRALA INFRATECH PVT LTD.

...TOR

655 में दर्शित
किया गया।

2

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720111

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD

...CR

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720112

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For HIRALA INFRATECH PVT. LTD

FOR

11 OCT 2000

.....657.....में अंकित
किया गया।

प्रभार/पीठासीन अधिकारी

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720113

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

658

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720114

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 720115

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

FOR ALA INFRATECH PVT. LTD

FOR

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

M 898997

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD

...TOR

11 OCT 2010

659

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

कार्यालय कोषाधिकारी
गौतम बुद्ध नगर
11 OCT 2010
वरिष्ठ कोषाधिकारी

उत्तर प्रदेश UTTAR PRADESH

AH 537654

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

FOR HIRALA INFRATECH PVT. LTD

... TOR

में.....678.....के.....100/-.....

11 OCT 2010

.....65.....में प्रमाणित

किया गया।

हस्ताक्षर

* कोषागार/गौतम बुद्ध नगर *

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AH 537655

कोषाधिकारी

11 OCT 2010

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

नं.....67P.....क्र.....100V....

11 OCT 2010

.....65P.....में शामिल किया गया।

रोकड़िया

* कोषागार/गौतम बुद्ध नगर *

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

कार्यालय ... गौतमबुद्ध नगर

11 OCT 2010

उत्तर प्रदेश UTTAR PRADESH

AH 537656

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD

... TOR

सं.....680.....क्र.....1001

11 OCT 2010

.....GC.....में शामिल किया गया।

रोमकिशोर

कोषागार/गौतम बुद्ध नगर

SUPPLEMENTARY LEASE DEED

The Deed made on the 11th day of October 2010 between Greater Noida Industrial Development Authority, a body corporate constituted under section 3 read with section 2 (d) of the Uttar Pardesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) (hereinafter called the 'Lessor' which expression shall, unless the context does not so admit include its successors and assigns) of the One Part and **M/s Nirala Infratech Pvt.Ltd.,** a company duly incorporated under the Indian Companies Act 1956 and having its registered office at E-13/29, 2nd Floor, Harsha Bhawan, Middle Circle, Connaught Place, New Delhi through its Director Mr.Suresh Kumar Garg S/o Late Shri Ram Niwas Garg R/o G-1, Aryanagar, Society, 91, I.P. Extgension, Delhi-110092 duly authorised by its Board of Directors vide Resolution dated 25.09.2010 (hereinafter called the 'lessee') which expression shall unless the context does not so admit, include its executors, successors in office, administrators, representatives and permitted assigns) of the Other Part.

Through this supplementary lease deed the parties hereto agree to change and modify the original deed dated 26.07.2010 registered on 28.07.2010 vide Bahi No.1 Jild No.7162 Page No.187 to 216 Sl.no.19011 executing and registering the Group Housing/ Builders Residential Plot No.GH-04, Sector-Techzone-04, Greater Noida.

In para 4 of page 1 (typed portion) of the main lease deed it is mentioned that "the total area of the plot No.GH-04, Sector-Techzone-IV, Greater Noida measuring 99991.40 sq.m. (The total area of the plot as per lease plan) out of which an area of 99196.40 square metre are in possession of the lessor of which lease deed is presently executed and accordingly consideration is determined. Rest affected area i.e. 795.00 square metre, which is not in possession of the lessor, the lessee do hereby commits that whenever lessor offers this affected areas possession, they will execute supplementary lease deed and get

12.10.2010

LESSOR

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD.
LESSEE

DIRECTOR

possession. The lessee further commits that for staking claims on the affected area they would pay the instalments as intimated them vide letter No.Builders/2010/BRS-69/1658 dated 22nd July 2010."

The Lessor has got the affected area possession i.e. 795.00 sq.m. Lessee has requested to transfer the possession of this affected area after execution of supplementary lease deed. Hence, through this supplementary lease deed, the parties hereby execute lease deed of 795.00 sq.m. on the terms and conditions mentioned in the main lease deed. **Lessee further commits that they would pay the instalments as per 99991.40 sq.m. plot as intimated them vide Lessor's letter dated 22nd July 2010. They further commits that they would pay the annual or one time lease rent as per 99991.40 sq.m. plot area.** Copy of lease plan earlier attached with main lease deed dated 26.7.2010 is annexed herewith as **Annexure-1**. Revised lease plan showing the entire plot as clear area i.e. 99991.40 sq.m. is annexed herewith as **Annexure-2**.

The total consideration of the 795.00 sq.m. (clear area of which presently this supplementary lease deed is being executed) land is Rs. 81,20,925.00 (Rupees Eighty One Lac Twenty Thousand Nine Hundred Twenty Five only). The lessee has paid the proportionate 10% premium of this clear area and balance 90% shall be paid alongwith interest as per payment schedule attached as Annexure-1 of lessor's letter dated 22 July 2010. Lessee has also paid one year advance lease rent of this cleared area and balance annual/one time lease rent will be paid by the lessee to the lessor as per terms and conditions laid down in the original lease deed.

Except as hereinafter varied/modified the original lease deed dated 26.07.2010 (registered on 28.07.2010) which was duly registered in the office of Sub-Registrar Gautam Budh Nagar, Greater Noida on dated 26.07.2010 registered on 28.07.2010 vide Bahi No.1 Jild No.7162 Page No.187 to 216 Sl.no.19011 shall continue to have full force and effect.

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

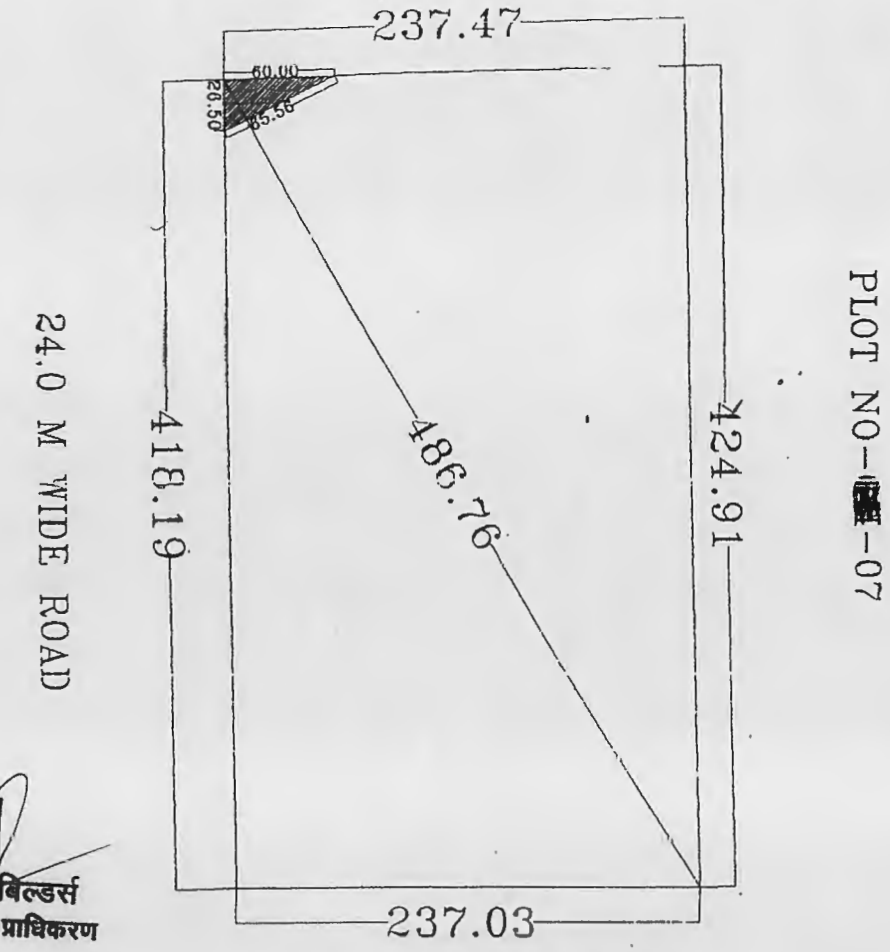
LESSOR

LESSEE

PLOT NO-[redacted]

PLOT NO-GH-07& 6A

ANNEXURE-2



प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRAI A INFRATECH PVT. LTD.

DIRECTOR

AREA OF PLOT-99991.40 SQM
[redacted]AREA FOR FUTURE USE-795.00 SQM
NET AREA OF PLOT-99196.40 SQM

NOTE-DEVELOPMENT WORK IS IN PROGRESS LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND. AREA OF PLOT MAY BE INCREASE/DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

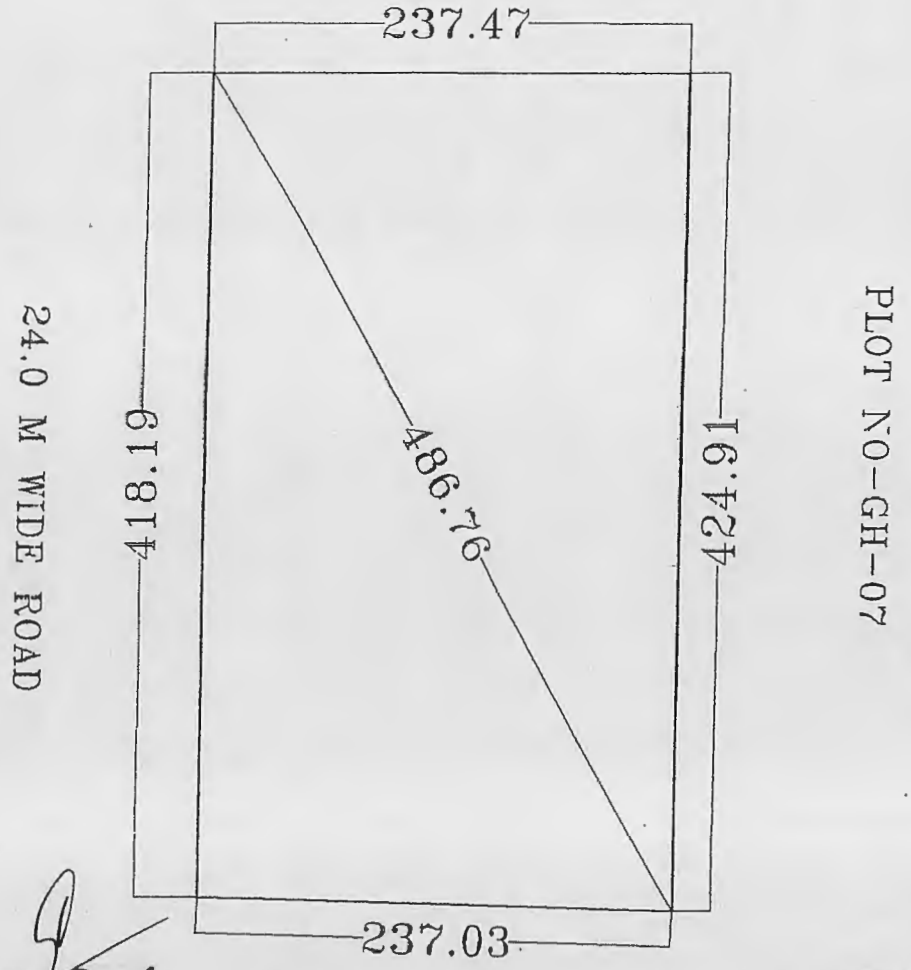
POSSESSON TAKEN OVER ALLOTTEE	SIGN POSSESSON HANDED OVER		NORTH
REVISED LEASE PLAN OF PLOT NO.-GH-04 SECTOR TECHZONE -IV GREATER NOIDA	PROJ. DEPTT	ASST.MANAGER 15.7.10	MANAGER	SR.MANAGER 15.7.10
	LAND. DEPTT	LEKHPAL	NAYAB TAHSEEL DAR	TAHSEEL DAR
	LAW. DEPTT	A.L.O	MANAGER
	PLANIG. DEPTT	SR.DRAUGHTSMAN	SR.EXECUTIVE

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

ANNEXURE - I

PLOT NO-GH-04

PLOT NO-GH-07& 6A



प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For NIRALA INFRATECH PVT. LTD.

AREA OF PLOT-99991.40 SQM

NOTE-DEVELOPMENT WORK IS IN PROGRESS LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND. AREA OF PLOT MAY BE INCREASE/DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

POSSESSON TAKEN OVER ALLOTTEE	SIGN POSSESSON HANDED OVER		NORTH
REVISED LEASE PLAN OF PLOT NO.-GH-04 SECTOR TECHZONE -IV GREATER NOIDA	PROJ. DEPTT	ASST.MANAGER	MANAGER	SR.MANAGER
	LAND. DEPTT	LEKHPAL	NAYAB TAHSEEL DAR	TAHSEEL DAR
	LAW. DEPTT	A.LO	MANAGER	
	PLANIG. DEPTT	SR.DRAUGHTSMAN	SR.EXECUTIVE	

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

In witness whereof, the parties here to have signed this supplementary deed on the day year first mentioned above.

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

For and on behalf of Lessor

Witness D K GUPTA S/o Sri B N GUPTA
B-143 Sector 15, NOIDA

Witness
NIPPU Kr. TIWARI
S/o Sri Kedar Tiwari
B-85, Sec 15
NOIDA

For and on behalf of Lessee

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

LESSEE

आज दिनांक **12/10/2010** को

वही सं **1** जिल्द सं **7439**

पृष्ठ सं. **223** से **276** पर कमांक **22083**

रजिस्ट्रीकृत किया गया ।

(राजबहादुर सिंह)
उपनिबन्धक,सदर
गौतमबुद्धनगर
12/10/2010

No. of Page (5)

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

POSSESSION CERTIFICATE

Letter No. P.ROP/BRS/1689
Date 20/07/2010

Plot Code .....
Allotment No. PROP/BRS/2010/1487
Plot No. GH-04
Block No. –
Sector TECHZONE-IV

Lessee / Allottee's Name & Address NIRALA INFRATECH PVT. LTD., E-13/29, 2ND FLOOR, HARSHA BHAWAN, CONNOUGHT PLACE, NEW DELHI-1

Status/Boundaries of plot	Dimensions	Area (In Sq. m.)	Remarks
North-East		99196.400	
South-West			
South East			
North-West			

AS PER LEASE PLAN ENCLOSED

Site plan of the plot is enclosed herewith.

I/We have taken over possession of the plot No GH-04 Block No. – ..... Sector TECHZONE-IV ..... on .....

I/We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession handed over by

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

प्रबन्धक (सम्पत्ति)

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

Possession taken over by

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

Signature of the lessee

Copy to

1. Lessee
2. General Manager (Property)
3. General Manager (Engg.)

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

I- 19011/10

भारतीय गैर न्यायिक

पचास रुपये

FIF RUF

रु.50

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

P 736791

Stamp Duty Paid in Cash Certificate in favour of M/S NIRALA INFRATECH PVT. LTD. E-13/29 2nd Floor, Harsa Bhawan, middle Circle, Connaught Place New Delhi

In Pursuance of the order of the Collector No. Memo Dated 17.6.10 Passed under section 10-A of the Stamp Act. It is certified that an amount of Rs. 5,66,93,300=00 (in words Rs. Five Crore Sixty six Lac Ninety Three Thousand and Three hundred only) has been Paid in Cash as stamp Duty in Respect of this instrument in the State Bank of India/ Treasury/Sub-Treasury of NOIDA by Challan No. 21 Dated 21-6.10 a Copy of Which is annexed herewith.

Date 23/06/10

23.06-2010

Officer-in-Charge
Treasury
Gautam Budh Nagar

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

उपाध्यक्ष (सम्पत्ति)

M/s Nirala Infratech P. Ltd
N. Delhi

नं. 698 ... में शामिल
किया गया।
23 JUN 2010
रोकड़िया
* कोषागार/नीलाम शुल्क अमीन *

LEASE DEED

This Lease Deed made on **26th** day of **July, 2010** (Twenty Six July Two thousand and Ten) between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976 hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the One Part and **M/s NIRALA INFRATECH PVT.LTD.,** a company within the meaning of Companies Act, 1956, having its registered office at **E-13/29, HARSHA BHAWAN, MIDDLE CIRCLE, CONNAUGHT PLACE, NEW DELHI - 110001** through its **Director Mr. Suresh Kumar Garg S/o Late Shri Ram Niwas Garg R/o G-1, Aryanagar Society, 91, I.P. Extension, Delhi-92** duly authorized by the Board of Directors vide Resolution dated 21st June 2010 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its representatives, administrators and permitted assigns of the Other Part.)

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

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

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

- M/s NIRALA DEVELOPERS PVT.LTD.
- M/S SMC POWER GENERATION LTD.
- M/S PARAS BUILDTECH INDIA PVT.LTD.

the plot NO. GH-04, TECHZONE-IV, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-02/2010/1465 dated 30.03.2010 and Allotment Letter No.PROP/BRS/2010/1487 dated 23.04.2010 & for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme. AND WHEREAS the Lessor approved the name and status of Special Purpose Company **M/S NIRALA INFRATECH PVT.LTD.** on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, **to develop and market the project on demarcated/allotted plot No.GH-04, TECHZONE-04, GREATER NOIDA measuring 99991.40 sq. mtrs.** (The total area of the plot as per lease plan) out of which an area of **99196.40** square metre are in possession of the lessor of which lease deed is presently executed and accordingly consideration is determined. Rest affected area i.e. 795.00 square metre, which is not in possession of the lessor, the lessee do hereby commits that whenever lessor offers this affected areas possession, they will execute supplementary lease deed and get possession. The lessee further commits that for staking claims on the affected area they would pay the instalments as intimated them vide letter No. Builders/2010/BRS-69/1658 dated 22nd July 2010.

AND WHEREAS the Lessee is a **Special Purpose Company** comprising of-

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

(सम्पत्ति)

पट्टा विलेख (90 वर्ष)

प्रतिफल	मालियत	औसत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
	24,753,261.00	10,000.00	50	10,050.00		2,500

श्री /श्रीमती ग्रे0नौ0ओ0वि0प्रा0 द्वारा संतोष कुमार प्रबन्धक

पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी ग्रे0नौ0ओ0वि0प्रा0 गौतमबुद्धनगर

अस्थायी पता ग्रे0नौ0ओ0वि0प्रा0 गौतमबुद्धनगर

ने यह लेखपत्र इस कार्यालय दिनांक 28/7/2010 समय 11:57AM

वर्ज निबन्धन हेतु पेश किया।

राजबहादुर सिंह

उप निबन्धक गौ0बुद्धनगर

सदर

28/7/2010

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू. पलेखानुसार उक्त

पट्टा दाता

श्री/श्रीमती ग्रे0नौ0ओ0वि0प्रा0 द्वारा संतोष कुमार प्रबन्धक

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी ग्रे0नौ0ओ0वि0प्रा0 गौतमबुद्धनगर

पट्टा गृहीता

श्री/श्रीमती मै0 निराला इन्फ्राटेक प्रा0लि0 द्वारा डाय0 सुरेश कुमार गर्ग

पुत्र/पत्नी श्री स्व0 राम निवास गर्ग

पेशा व्यापार

निवासी जी-1 आर्यनगर सोसा0, 61 आई0पी0एक्स0 दिल्ली-92

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	NIRALA DEVELOPERS PRIVATE LTD.	67.5%	Lead Member
2	SMC POWER GENERATION LTD.	22.5%	Relevant Member
3	PARAS BUILDTECH INDIA PRIVATE LIMITED	10%	Relevant Member

And it has been represented to the Lessor that the **Special Purpose Company** members have agreed amongst themselves that **M/s Nirala Developers Private Limited,** having its office at **G-83/207, 2nd Floor, Vijay Chowk, Laxmi Nagar, Delhi** shall remain be the **Lead Member** of the Special Purpose Company till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain at least 26% till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. That total premium of 99196.40 square metre is **Rs.** 101,32,91,226.00 **(Rs.One Hundred One Crore Thirty Two Lac Ninety One Thousand Two Hundred Twenty Six only)** out of which approx. 10% **i.e.** Rs. 10,13,29,122.60 **(Rupees Ten Crore Thirteen Lac Twenty Nine Thousand One Hundred Twenty Two and Ps. Sixty Only)** which have been paid by the Lessee proportionately to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly , accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance approx. **90% premium i.e. Rs.** 91,19,62,103.40 **(Rs. Ninety One Crore Nineteen Lac Sixty Two Thousand One Hundred Three and Paise Forty only)** of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

Head	Due date	Premium	Interest	Total	balance premium
Instalment No.1	23.10.2010	0	54717726	54717726	911962103
Instalment No.2	23.04.2011	0	54717726	54717726	911962103
Instalment No.3	23.10.2011	0	54717726	54717726	911962103
Instalment No.4	23.04.2012	0	54717726	54717726	911962103
Instalment No.5	23.10.2012	56997631	54717726	111715358	854964472
Instalment No.6	23.04.2013	56997631	51297868	108295500	797966840
Instalment No.7	23.10.2013	56997631	47878010	104875642	740969209
Instalment No.8	23.04.2014	56997631	44458153	101455784	683971578
Instalment No.9	23.10.2014	56997631	41038295	98035926	626973946
Instalment No.10	23.04.2015	56997631	37618437	94616068	569976315
Instalment No.11	23.10.2015	56997631	34198579	91196210	512978683
Instalment No.12	23.04.2016	56997631	30778721	87776352	455981052
Instalment No.13	23.10.2016	56997631	27358863	84356495	398983420
Instalment No.14	23.04.2017	56997631	23939005	80936637	341985789
Instalment No.15	23.10.2017	56997631	20519147	77516779	284988157
Instalment No.16	23.04.2018	56997631	17099289	74096921	227990526

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

पेटर नीरा ओद्योगिक विकास प्राधिकरण

प्रबन्धक (सम्पत्ति)

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री बी0के0 गुप्ता

पुत्र श्री बी0एन0 गुप्ता

पेशा

निवासी बी-143 सै0-16 नोएडा गौतमबुद्धनगर

व श्री निप्पु कुमार तिवारी

पुत्र श्री केदार तिवारी

पेशा

निवासी उक्त

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

राजबहादुर सिंह
उप निबन्धक गौ0बुद्धनगर
सदर
28/7/2010

Instalment No.17	23.10.2018	56997631	13679432	70677063	170992894
Instalment No.18	23.04.2019	56997631	10259574	67257205	113995263
Instalment No.19	23.10.2019	56997631	6839716	63837347	56997631
Instalment No.20	23.04.2020	56997631	3419858	60417489	0

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

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

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

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

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

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

A. EXTENSION OF TIME

1. In exceptional circumstances, the time of deposit for the payment of balance due amount may be extended by the Chief Executive Officer of the Lessor.
2. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
3. Extension of time, in any case, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that plot of land numbered as Group Housing Plot **No.GH-04, TECHZONE - IV,** in the **GREATER NOIDA**, Distt. Gautam Budh Nagar (U.P.) contained by measurement **99196.40 Sq. mtrs.** be the same a little more or less and bounded:

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

प्रबन्धक (सम्पत्ति)

पट्टा दाता

Registration No 19011 Year : 2010 Book No. 1

0101 ग्रे0नौ0ओ0वि0प्रा0 द्वारा संतोष कुमार प्रबन्धक

ग्रे0नौ0ओ0वि0प्रा0 गौतमबुद्धनगर

नौकरी

On the North by	:	As per Lease Plan attached
On the South by	:	As per Lease Plan attached
On the East by	:	As per Lease Plan attached
On the West by	:	As per Lease Plan attached

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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from **26th July 2010** except and always reserving to the Lessor.

a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.

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

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

a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-

(i) Lessee has paid **Rs. 10132912/- as annual lease rent** being 1% of the plot premium for the first 10 years of lease period.

(ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.

(iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.

(iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.

(v) The Lessee has to pay lease rent equivalent to 11 years @1% of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

पट्टा गृहीता

Registration No. 19011 Year : 2010 Book No. 1

0201 मै0 निराला इन्फ्राटेक प्रा0लि0 द्वारा डाय0 सुरेश कुमार गर्ग

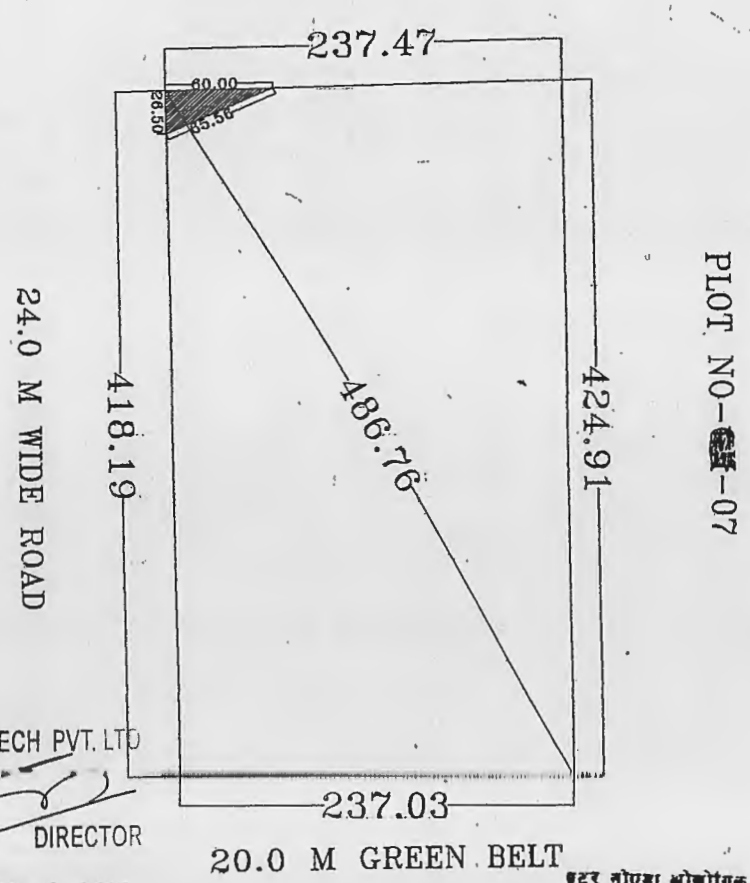
स्व0 राम निवास गर्ग

जी-1 आर्यनगर सोसा0, 91 आई0पी0एक्स0 दिल्ली-92

व्यापार

PLOT NO-GH-04

PLOT NO-GH-07& 6A



For NIRALA INFRATECH PVT. LTD

DIRECTOR

AREA OF PLOT-99991.40 SQM
AREA FOR FUTURE USE-795.00 SQM
NET AREA OF PLOT-99196.40 SQM

NOTE-DEVELOPMENT WORK IS IN PROGRESS LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND. AREA OF PLOT MAY BE INCREASE/DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

(सम्पत्ति)

POSSESSON TAKEN OVER ALLOTTEE	SIGN POSSESSON HANDED OVER		NORTH
REVISED LEASE PLAN OF PLOT NO.-GH-04 SECTOR TECHZONE -IV GREATER NOIDA	PROJ. DEPTT	ASST.MANAGER 15.7.10	MANAGER	SR.MANAGER 15.7.10
	LAND. DEPTT	LEKHPAL	NAYAB TAHSEEL DAR	TAHSEEL DAR
	LAW. DEPTT	A.LO	MANAGER
	PLANIG. DEPTT	SR.DRAUGHTSMAN	SR.EXECUTIVE

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/ sub Lessee to pay proportional charges for the allotted areas.

c) The Lessee shall use the allotted plot for construction of Group Housing/flats/plots. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.

   i) Such allottee/sub Lessee should be citizen of India and competent to contract.

   ii) Husband/wife and their dependent children separately eligible for the purpose of allotment and shall be treated as single entity.

   iii) Normally, the permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.
   The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub- lease deed which shall be executed in a form and format as prescribed by the Lessor. On the fulfillment of the following conditions:-

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

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

   c) The Lessee has obtained building occupancy certificate from Planning Department, Greater NOIDA.

   d) The Lessee shall submit list of individual allottees of flats within 6 months form the date of obtaining occupancy certificate

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

प्रबन्धक (सम्पत्ति)

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

f) The Sub-Lessee undertakes to put to use the flat/residential plot for the residential use only.

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

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

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

j) Except otherwise without obtaining the completion certificate, the Lessee shall have option upto 30.09.2010, or as decided by the Lessor, to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs.

k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

NORMS OF DEVELOPMENT

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

Maximum permissible Ground Coverage	**35 %**
Maximum permissible FAR	**2.75**
Set backs	**As per Building Bye-laws**
Maximum Height	**No Limit**

CONSTRUCTION

1. The Lessee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The Lessee shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell/Planning Department of the LESSOR in maximum 5 phases within a

For NIRALA INFRATECH PVT. LTD

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ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

(सम्पत्ति)

period of 7 years from the date of execution of lease deed. The Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of lease deed.

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

2. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
3. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
   - For first year the penalty shall be 4% of the total premium.
   - For second year the penalty shall be 6% of the total premium.
   - For third year the penalty shall be 8% of the total premium.

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

4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

5. There shall be total liberty at the part of allottee /Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development. The F.A.R. earmarked for commercial/Institutional use would be admissible but the allottee /Lessee may utilize the same for residential use as per their convenience.

6. The allottee /Lessee may implement the project in maximum **five phases** and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly enabling them to do phase-wise marketing.

MORTGAGE

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

For NIRALA INFRATECH PVT. LTD.

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ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

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subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

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

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

TRANSFER OF PLOT

1. Without obtaining the completion certificate the Lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties upto 30.09.2010, or as decided by the Lessor, with the prior approval of LESSOR on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub-divided plots should not be less than 20,000 sq.mtrs. However, individual flat/plot will be transferable with prior approval of the LESSOR as per the following conditions :-

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

(ii) The lease deed has been executed.

(iii) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.

(iv) The sub-Lessee undertakes to put to use the premises for the residential use only.

(v) The Lessee has obtained building occupancy certificate from Building Cell/Planning Department, Greater NOIDA.

(vi) First sale/transfer of a flat/plot to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the LESSOR in writing.

(vii) No transfer charges will be payable in case of first sale, including the built-up premises on the sub-divided plot(s) as described above. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the LESSOR.

(viii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

MISUSE, ADDITIONS, ALTERATIONS ETC.

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

For NIRALA INFRATECH PVT. LTD

DIRECTOR

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

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In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Lessor (Authority).

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

If the Lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying to the Lessor such amounts as may be fixed in that behalf.

LIABILITY TO PAY TAXES

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

OVERRIDING POWER OVER DORMANT PROPERTIES

The Lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s)/flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the Lessee/sub-Lessee.

MAINTENANCE

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. That the Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
    a. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
    b. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
3. That the Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor framed/issued under section 8, 9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

सम्पत्ति)

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

CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of lease in the case of:-

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by Lessor or by any other statutory body.
3. Default on the part of the Lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in sub clause 1 above, then the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

प्रबन्धक (सम्पत्ति)

interest @ 4% p.a., if the delay in refund is more than one year from such date.

4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District . Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
7. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time by Lessor or any other authority duly empowered by them to levy the tax/charges.
9. Dwelling units flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest.
15. All terms and conditions of brochure and its corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

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

In presence of:

Witnesses:

1. B.K. GUPTA
S/o Sri B.N. GUPTA
B-143, Sec 15, NOIDA

2. NIPPU TIWARI
S/o Sri KEDAR TIWARI
B-143, Sec 15, NOIDA

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

for and on behalf of LESSOR

For NIRALA INFRATECH PVT. LTD.

DIRECTOR

For and on behalf of the LESSEE

आज दिनांक **28/07/2010** को

बही सं **1** जिल्द सं **7162**

पृष्ठ सं. **187** से **216** पर कमांक **19011**

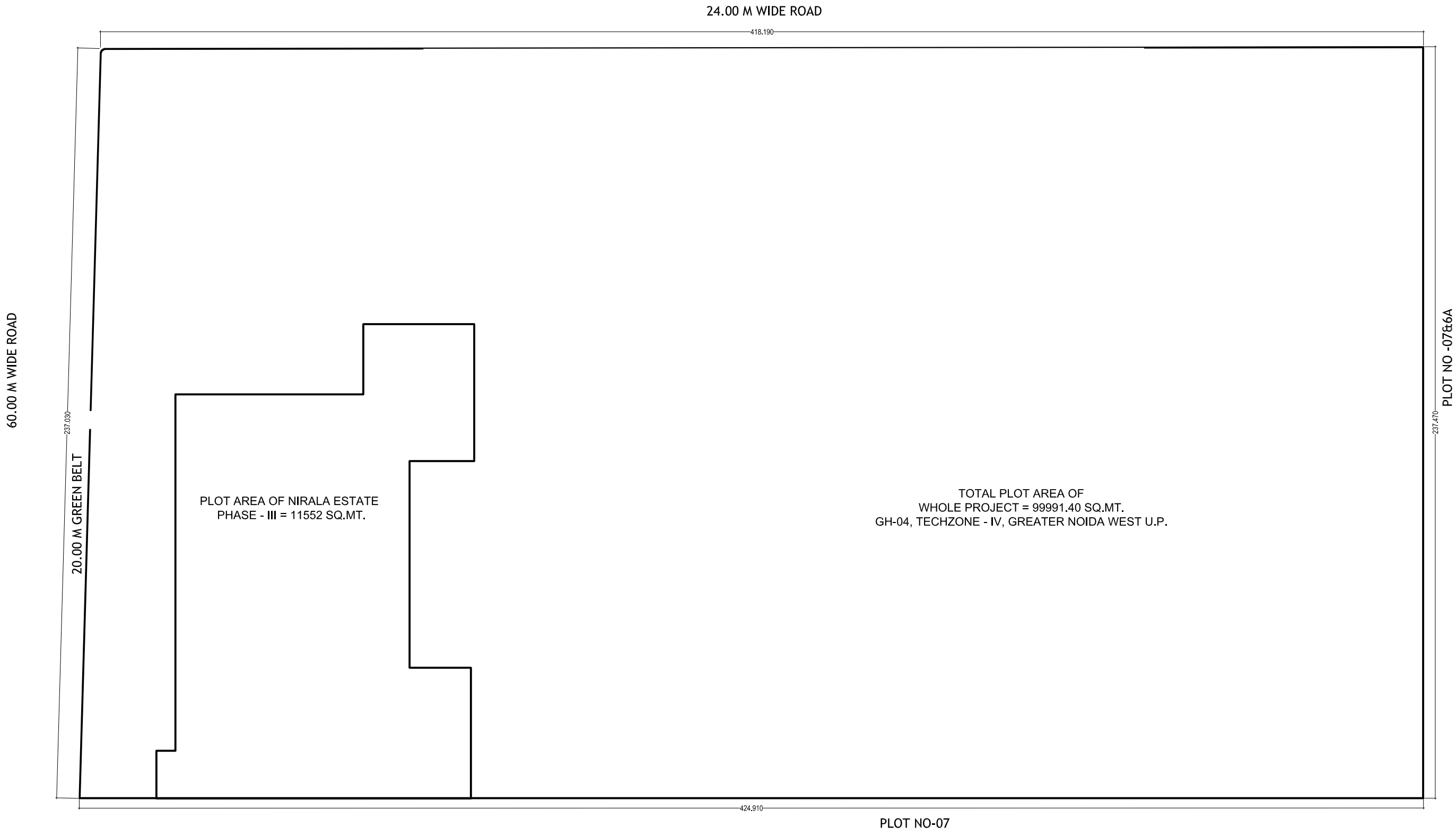
रजिस्ट्रीकृत किया गया ।

राजबहादुर सिंह

उप निबन्धक गौ0बुद्धनगर

सदर

28/7/2010


24.00 M WIDE ROAD
418.190
60.00 M WIDE ROAD
237.030
20.00 M GREEN BELT
PLOT AREA OF NIRALA ESTATE
PHASE - III = 11552 SQ.MT.
TOTAL PLOT AREA OF
WHOLE PROJECT = 99991.40 SQ.MT.
GH-04, TECHZONE - IV, GREATER NOIDA WEST U.P.
237.470
PLOT NO -07&6A
424.910
PLOT NO-07