INDIA NON JUDICIAL

Government of Uttar Pradesh

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

Consideration Price (Rs.)

First Party Second Party Stamp Duty Paid By Stamp Duty Amount(Re.)



2688

3,58,79,500 (Three Groze Fifty Eight Leich Seventy Three Thousand Five Hundred only)







Sub Registrar Gampu

Monager (Builders) Greater Noida Indi, Dev. Authority DANCHSHEEL PROMOTERS LTD.

XM 0000367420

Director

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LEASE DEED

This Lease Deed made on 16TM day of SEPTEMBER, 2014 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 PANCHSHEEL **PROMOTERS LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at 612/9, Krishna Gall No.9, East Mauzpur, Shahadara, Delhi through its Director Mr. Manish Awana 5/o. Mr. Satish Kumar R/o. H.No.101, Village Harolia, Sector-5, Noida, U.P. duly authorized by its Board of Directors vide Resolution dated 15.09.2014 (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 Residential Plots (in case of plotted development) according to the set backs and building plan approved by the Lessor.

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

- M/s. Asterold Shelters Limited —
- 2. M/s. Panchsheel Promoters Limited-
- 3. M/s. Whitestone Sales Private Limited -
- 4. M/s. Charms India Private Limited -

Lead Member Relevant Member Relevant Member Relevant Member

the plot NO. GH-12, SECTOR-01, GREATER NOIDA, area 70555.27 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-03/2010/ 1657 dated 22.07.2010 and Allotment Letter No.PROP/BRS-03/2010/1717 dated 12th AllGUST 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/bid document of the said Scheme (Scheme Code BRS-03/2010). The consortium consists of following:-

S.No.	Name of member	Shareholding	Status
1.	Asteroid Shetters Limited	65%	Lead Member
2.	Panchsheel Promoters Limited	5%	Relevant Member
3.	Whitestone Sales Private Limited	25%	Rejevant Member
4.	Cherms India Private Limited	5%	Relevant Member

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पद्दा विलेख (90 वर्ष) 717,466,170.00 50 10,050.00 2,500 प्रतिप्रता मलियत ओगनत वार्थिव्ह विस्थान परिस प्रनिष्ट्री नवज्ञ व प्रति जुल्हा देना राष्ट्र तगमग

मैधपंपयोल प्रमोदसै लिप्त्वारा मनीव अवाना पुत्र श्रो रातीस कुपार व्यवताव घ्यापार निवाधी स्थायों 612/9 दूरुणा गली न0-9 ईल्ट भोखयुर झाल्स्ट्ररा दिल्ली अप्यायों प्रथा 612/9 दूरुणा गली न0-9 ईल्ट मोखयुर साल्स्ट्ररा दिल्ली ने पत केवप्टाइन कार्यक्रम के दिनका 18 9/2014 एनय 4:13Pt.1 बने निवन्धन केंद्र पेक्ष किया।



रजिस्ट्रीकरण अधिकर्स के हस्ताक्षर

(तेज सिंह योध्न) उपनिबन्धक संदर्भ गौतमबुद्धनगर

18/9/2014

निष्मावन लेखपत्र वाद गुनने व रापलने पजपुनः व प्राप्त घनग्राहि। फ्र. प्रतंखानुसार उदत

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एल्ड्यन पर पासियों के निभाग बंगले निधनमुख्य लिये गई है।

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रजिस्ट्रीकरण अधिकारी के इत्साक्षर

(तेज सिंह यादेव) उपनिबन्धक संबेर गौतमबुखनगर Whereas the above consortium who jointly qualify for the bid and secured the allotment of said plot being highest bidder. Its lead member M/s. Asteroid Shelters Limited has approached to the lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

SI. No.	Sub-Divided Plot No.	Sub Divided area (In Sq.mtr.)	Name of member	Status
1.	GH-12, Sector-01	47411.20	Proposed SPC of M/s. Asterold Shelters Limited- Lead Member, M/s. Whitestone Sales Private Limited- Relevant Member, M/s. Charms India Private Limited- Relevant Member	SPC
2.	GH-12/1, Sector-01	23144.07	Panchsheel Promoters Limited	Relevant Member

Whereas the said Lead member/lessee has given an undertaking dated 15.09.2014 (Copy annexed as Annexure-1 to this Lease Deed) to indemnify the lessor which shall be part of this lease deed and shall in no way exonerate from their liability to perform and pay as per the terms of allotment tilt all the payments are made to the lessor.

Whereas the lessor approved the aforesaid sub-division and name and status of M/s. PANCHSHEEL PROMOTERS LIMITED (LESSEE) on the request of the Consortium Member in accordance with the Clause C-8(e) of the brochure/bid document of the scheme, to develop and market the project on demarcated/sub-divided Plot No. GH-12/1, Sector-01, Greater Noida measuring 23144.07 square metre is being leased through this lease deed.

AND It has been represented to the lessor, that M/s. PANCHSHEEL PROMOTERS LIMITED (Lessee) having its registered office at 612/9, Krishna Gali No.9, East Mauzpur, Shehadara, Delhi shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No. GH-12/1, Sector-01, Greater Noida. The Lessee/SPC will be allowed to Transfer/Sell up to 49% of its shareholding, subject to the conditions that the original 'Relevant Members', including the 'Lead Member' (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding and the shareholding of the Lead Member shall remain at least 25% till the completion certificate of at least one phase or 40% construction of total FAR of the project is obtained from the Lessor.





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Registration Nu.:

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Book No

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> प्रेटर चोएडा नौकरी



II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. That total premium of 23144 07 square metra is Rs. 26,74,29,729.00 (Rs. Twenty Six Crore Seventy Four Lac Twenty Nine Thousand Seven Hundred Twenty Nine only) out of which 10% amount Rs. 2,67,42,973.00 which have been paid by the Lessea 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 90% premium i.e. Rs. 24,05,86,756.00 of the plot along with Interest will be paid in 16 half yearly installments in the following manner :-

Head	Due dala	Premium	Interest	Total	Balance Premium
Instalment No.1 (Paid)	12.02.2011	Q	14441205	14441206	240686756.00
Instalment No 2 (Paid)	12 08 2011	Ŭ,	14441205	14441205	240636756.00
Instalment No 3 (Paki)	12.02.2012	Ŭ,	14441205	14441205	240585756.00
Instalment No.4 (Paid)	12.08 2012		14441205	14441205	240686756.00
INSTALLMENT OUE A	FTER ZERO P	ERIOD)	45	25	2
Instalment No 5 (Pad)	12.08 2013	15042922	14441205	29464127	225643834.00
Instalment No 6 (Paid)	12.02.2014	15042922	13536630	28581552	210600912.00
Instalment No 7 (Paid)	12 08 2014	15042922	12636055	27678977	195567990.00
Insteiment No.6	12.02.2015	15042922	11733479	26776401	180515068.00
Inslaiment No 9	12.08.2015	15042922	10830904	26673626	165472146.00
Instalment No. 10	12 02 2018	15042922	9928329	24971251	150429224.00
Instalment No. 11	12.08.2016	15042922	90257,53	24068675	135386302.00
Instalment No.12	12.02.2017	15042922	8123178	23166100	120343390.00
Instalment No.13	12 08.2017	15042922	7220603	22263525	105309458.00
Instatment No.14	12.02.2018	15042922	6318027	21360940	90257538.00
Instaiment No.15	12.08.2018	16042922	5415452	20458374	75214814.00
Instalment No.16	12.02.2019	15042922	4512877	19555799	80171692.00
insteiment No. 17	12 08.2019	15042822	3610302	18653224	45128770.00
Instalment No.18	12.02.2020	15042922	2707728	17750648	30085848.00
Instalment No.19	12 08 2020	15042922	1805151	16846073	15042926.00
Insteiment No.20	12 02.2021	15042928	902576	15945502	Q, DČ

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 datails of plots applied for / allotted on the reverse of the demand draft/pay order.

Мапае ulderst Greaters and Ind. Dev. Authority

PANCHSHEEL PROMOTER Director LESSEE.

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Registration No. :

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Year: 2,014 Book No.

मैं0पंचशीक प्रमोदर्स लि0द्वारा मनीष अवाना 0201 सतीया कुमार 812/8 कृष्ण गजी न0-9 इंस्ट मौजपुर साल्दरा दिल्ली





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Premium referred to in this document means total amount payable to the Lessor for the ellotted 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.

EXTENSION OF TIME

- 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.
- 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.
- 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.
- 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 haraby 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-12/1, Sector-01, in the GREATER NOIDA, Distt. Gautam Budh Nagar (U.P.) contained by measurement 23144.07 mtrs. be the same a little more or less and bounded:

On the North by	1	As per Lease Plan attached
On the South by	1	As per Lease Plan attached
On the East by		As per Lease Plan attached
On the West by	4	As per Lease Plan attached

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

Manager (Builder) Greater Nolda inde Berg Authority

PANCHSHEEL PROMOTERS L Director LESSER

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TO HOLD the said plot (herainafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from 15TH day of September 2014 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 deamed 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 line 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.

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:-
 - Lessee has paid Rs. 26,74,298.00 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.
 - (II) 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) Detay 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





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the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

- 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 pariod 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/flets/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.
 - Such allottee/sub Lessee should be citizen of India and competent to contract.
 - Husband/wife and their dependent children will not be 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 Lesses 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





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the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phasewise on payment of full premium (with interest up to 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 Leasee 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 data of obtaining occupancy certificate
- 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 premises 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, mothanfather 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-Lesses shall be allowed without any transfer charges but sub lease dead will be executed between the Lessor & Lesses 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 parmitted to be given after execution of sub-lease deed.

- Every transfer 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 31.03.2011 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 10,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.



PANCHSKEEL PROMOTERS LTD.



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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 Department of the LESSOR in maximum 5 phases within a period of 7 years from the date of execution 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 the first phase accordingly issued from the building cell of the LESSOR within a period of the first phase accordingly issued from the building cell of the LESSOR within a period of the first phase accordingly issued from the building cell of the LESSOR within a period of the first phase accordingly issued from the building cell of the LESSOR within a period of the first phase accordingly issued from the building cell of the LESSOR within a period of the first phase accordingly issued from the building cell of the LESSOR within a period of the first phase accordingly issued from the building cell of the LESSOR within a period of the first phase accordingly issued from the building cell of the LESSOR within a period of the cell of the first phase accordingly issued from the building cell of the LESSOR within a period of the cell of the first phase accordingly issued from the building cell of the LESSOR within a period of the cell of the first phase accordingly issued from the building cell of the first phase accordingly issued from the building cell of the cell of the first phase accordingly issued from the building cell of the cell of

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 data 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, sewarage 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.
- 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.

Manager (Builders)

PANCHSHEFT, PROMOTERS LTD. **Director** LESSEE

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- 4. In case the Lessee does not construct building within the time provided including extansion granted, if any, for above, the allotment/ lease dead 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 errangement 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 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 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/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 31.03.2011 with the

Manager (Builders)





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 10,000 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 achequia 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 Cetl/Planning Department, GREATER NOIDA.
- (vi) First sale/transfer of a flet/plot to an allottee shall be through a Sublease/Lease Deed to be executed on the request of the Lessee to the LESSOR in writing.
- (vil) 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 shell not use flat for any purpose other than for residential purpose.

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

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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

- The Lessee at his own expenses will take permission for sewarage, 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.
- 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.
- 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 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

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Lessor and recover the amount so spent from the Lessee/sub Lessee. The Lessee/sub Lessee will be individually and severally 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 antertained 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:-

- Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
- Any violation of directions issued or rules and regulation framed by Lessor or by any other statutory body.
- 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 data of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

- The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sublease deed from time to time, as may be considered just and expedient.
- 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 deposite

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depending on the stages of payments will be refunded along with simple 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.
- 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
- 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.
- 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.
- B. 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.
- 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.
- 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.

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Undertaking

This Undertaking is signed and executed at Greater Nolda on the 15th Day of September 2014 by-

 M/s Asteroid Shelters Limited, a Company formed and existing nuder the provisions of Companies Act, 1958, having its registered office at Plot No.-4, Upendra Nagar Colony, Kabir Nagar, Durgakund, Varaussi, U.P.-221005 (herein referred to as the Lead Member of consortium) through Mr. Divya Prakash S/o Dr. Chandra Prakash R/o
Herein 424, Sector-23, Gurgaon, Haryana

2.4.1 M/a Whitestone Sales Private Limited, a Company formed and existing under the Solidary in provisions of Companies Act, 1956, having its registered office at Plot No.-4, Upendra 0.5.1 Contained Nagar Colony, Kabir Nagar, Durgakund, Varanasi, U.P.-321005, (herein referred to as the Stelevant Member of consortium) through Mr. Divys Prakash S/o Dr. Chandra OVI. of Diskash R/o II.No.-424, Sector-23, Gurgaon, Haryana

> M/s Charms India Private Limited, a Company formed and existing under the provisions of Companies Act, 1956, having its registered office at Plot No.-4, Upendra Nagar Colony, Kabir Nagar, Durgakund, Varanasi, U.P.-221005, (herein referred to as

> > PANCHSHEFT MINNOTERS LTD.

Director

Manager. (Builders) Greater Noids Indi. Dev. Authority

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3.

For ASTEROID SHELTERS LIMITED



the Relevant Member of consortium) through Mr. Divya Prakash S/o Dr. Chandra Prakash R/o II.No.-424, Sector-23, Gargaon, Haryana

M/s Panchsheel Promoters Limited, a Company formed and existing under the provisions of Companies Act, 1956, having its registered office at B-114, SECTOR-02, NOIDA, DISTT. G.B. NAGAR, U.P. (herein referred to as the Relevant Member of consortium) through Mr. Manish Awana S/o Sh. Setish Kumar R/o H.No.-101, Village-Harola, Sector-5, Noida, Distt. G.B. Nagar, U.P.

Whereas in response to the invitation for the bid in the BRS-03/2010 scheme of the Large Group Housing/Builders residential Plots Scheme floated by the Greater Noida Industrial Development Authority herein residential plot No.-GH-12, Sector-01, Greater Noida, Area-70555.27 Sqm. and agreed to abide by all terms and conditions as mentioned in the brochure of the scheme.

ND Whereas the GNIDA vide letter dated 12-08-2010 allotted plot No.-GH-12, Sector-01, Greater Noida, Area-70555.27 Sqm. in favour of consortium.

AND Whereas upon being called to have lease deed of allotted plot executed in the name of the consortium, the lead member and the relevant member agree amongst themselves that as permissible under clause C-8, of the brochure of the scheme the lease deed of an area 23144.07 Sqm. be executed in favour of M/s Panchsheel Promoters Limited, -Relevant Member and a request letter dated 14-09-2019 addressed to GNIDA in this regard.

AND Whereas a request of the lead member and the relevant member as contained in the said letter dated. 26-91-2919 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated. 26.07-2019 including submission of any Undertaking.

Now therefore this undertaking witnesses as under;-

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Director

 That we, the lead member and the relevant member do hereby agree that notwithstanding the execution of the lease deed of an area of 23144.07 Squi, in favour of the relevant member. We

For ASTEROID SHELTERS LIMITED

Manager (Builders) Greater Nolda Indi. Dev. Authority

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shall be jointly and severally liable for the due compliance of all terms and conditions of the lease deed, including but not limited to the payment of consideration for the area mentioned in the lease deeds and any breach of the aforesaid, by one of us, shall constitute breach also by the other and thereby empower the GNIDA to take action against both of us.

- That each of us jointly and severally agree that this undertaking shall form part of Lease Deed to be executed and necessary clause(s) to this effect shall be stipulated in the Lease Deed to be executed.
- 3. That any breach of conditions set out in this undertaking shall render the permission granted in principle vide GNIDA letter dated.^{16:09-2014} withdrawn in case lease deed has been executed, then GNIDA shall be entitled to take action against us, including determinution of the said lease deeds.
- 4. That, in terms of the Clause 8(a) of the Scheme, we undertake that the lead member company shall retain minimum 26% of the share/shareholding/rights in the Consortium as per MOA till the completion certificate of at least one phase or 40% construction of total FAR of the project is obtained from the Greater Noida Authority
- That fact of the signatory on behalf of lead member and relevant member has been duly suthorised by their respective Board of Directors to submit this Undertaking. A copy of the Board Recolution in favour of each of the signatory is being annexed as Annexure 'A' and the same shall be deemed to be part of this Undertaking.

5. That this Undertaking has been given by us voluntarily and without any threat, corrosion 7. of different find whatsoever.

IN WITNESS WHEREOF each of the executants have appended their signatures in the presence of each others on the date first mentioned above.

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W ASTEROOD SHEETERS LOW ON BUT Manager (Builders) Witness Greater Nolda Indi. Dev. Authority DIVYANISH MISHRA S/o MANOJ KUMAR MOSARA R/O - R-502, Amrabali Silicon City GHOI/A SECTOR-76 NOIDA-201301 PANCHSHEEL No B-203, Schar-52 **Relevant Member** Shama Jo. 2.14-295 rystt. Osuter





PANCHSHEEL PROMOTERS LTd.

GROUP HOUSING SPECIALISTS

ADMN OFF : KA-32, KAVI NAGAR, GHAZIABAD (U.P.)-201002

Phone: 2721770

Ref. No. RESO PPL/150914

Dated : 15 09 20/4

RESOLUTION

Relevant extracts from the minutes of the meeting of the Board of Directors of M/s PANCHSHEEL PROMOTERS LIMITED held on MONDAY, the 15th Soptember, 2014 at the office of the company at Norda at 11 a.m.

"RESOLVED that Shri. Manish Awana, Director of the company be and is hereby authorized to sign and execute Lease, Deeds, Agreements, Conveyance Deed Undertokings, Appli ations, Returns Papers, Receipts, and all other document(s) including agreements relating to the execution of Lease-Deed of Plot No 12, at Sector-1, Greater Nolda measuring 23144.07 square meters and any other statutory obligations, which require authentication in the name and on behalf of the Company and to do all or uny of the ucis, deeds, matters and things as may be considered expedient and necessary on behalf of the Company.

RESOLVED further that Shri. Manish Awana be and is hereby authorized to appear and act on behalf of and represent the Company in all matters before Central Government, State Governments and the Office / Officers of Greater Noida Industrial Development Authority and to sign and execute all applications, returns, objections, documents, agreements, and papers that may be required for and on behalf of the Company in or in relation to any matter in which it is interested or may be concerned in any way.

RESOLVED further that Shri. Manish Awana be and is hereby authorized to incur such expenditure for the conduct of the business of the Company such as payment of Challans, Lease Rent, Stamp charges, documentation fees, registrar fees, clerk fees, stationery, legal I professional fees etc. and such other expenditure as he may deem necessary and proper.

RESOLVED for the that this resolution shall remain in force until notice in writing of its withdrawal or the Directors of the Company give cancellation to the concerned authorities. For and on behalf of the Board of :-

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ADHISHEK RAJGARHIA (Director)

NIMESH RAJGARHIA (Director)

Manager (Builders) Greater Hoida Indi. Dey. Authority.

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Asterold Shelters Limited



RESOLUTION

Relevant extracts from the meeting of all Consortium members who are allottees of Plot No. GH-12, Sector-1 at Greater Nokia admeasuring 70555.27 square maters held on Thursday, the 26th of June at K-19, Sector-18, Nokia at 10:30 a.m.

"RESOLVED that a letter to be furnished before the Chief Executive Officer of Greater Noido Industrial Development Authority requesting them to Issue check-list and permit the consortium members to execute lease / deed in the manner mutually decided / agreed by one and all members of the allotted consortium abiding with the rules and regulations of the authority"

RESOLVED further that all members of the consortium are present:

Asteroid Shelters Limited - Lead Member

Conchsheel Promoters Limited - Relevant Member

Whitestone Sales Private Limited - Relevant Member

Charms India Private Limited -- Relevant Member

have mutually consented/agreed in this meeting that Panchsheet Promoters Limited, Individually shall obtain and execute lease in its own name for 23144.07 square meters out of the 70555.27 square meters allotted to the consortium. (As per Annexure 1)

RESOLVED Juriber that a SPE (special purpose company) be formed between Asteroid Shelters United (Lead Member), Whitestone Soles Private Limited and Charms India Private Limited (3 parties) to obtain and execute lease / deed for the remaining 47411.20 square meters of 70555.27 square meters, (Port A of Annexure 1)

RESOLVED further that Mr. Divyo Prokosh of Asteroid Shelters Limited – Lead Member be hereby outhorized by the board to furnish an application to the CEO of Greater Noldo Industrial Development Authority, requesting the competent objecto issue a neck-list to M/s. Panchsheel Promoters Limited for execution of Lease and an acceptance of Sub-division of the sold plot to enable us to form a SPC (special purpose company).

"RESOLVED further that the division of plat (as per Annexare 1, and the divided area as per this minutes of the meeting / resolution shall be abiding to one and all members of the consortium".

For and on behalf of -For Panchahoal Promoters Lu For and on belieff of:-For and an behalf of -For and on behalf of CHARMS INDIA PVT, MI ASTEROID SHELTERS LIMITED con dufor WHITESTONE SALES P Director Difector Director Asteroid Shabers Ltd. PanthSheel Promoters Ltd. Whener one soles (8) (Charms Innia (F) Ltd Manager (Builders ter Nolda Indi. Dev. Authority A. Khase/a No. 278, Saldulajab Villago, New Delbi-110068 Regd. Off : House No. -551 Branch Off.: C-28/121, Teliebagh, Voranasi-221002, Ph.: - 0842-2200147/247, Fax: 0842-2222868



15. All terms and conditions of brochure and its corrigendum's, allotment, building bye-laws and as amended from time to time shall be binding on the Lesses.

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

In presence of:

Manager (Builders) Greater Nolda Indi. Dev. Authority for and on behalf of LESSOR

With Ocsas: 1. Light MisnRA Alight MisnRA S/D MANOJ LOUMAR MISNRA R/D-R'SD2, Silium any Sector-76 Noida

PANCHSHEEL PROMOTERS LTD.

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