



उत्तर प्रदेश UTTAR PRADESH

8585

15AA 207397

Stamp Duty Paid in Cash Certificate in favour of *M/s Sequel Buildcon P. Ltd.*
C-23, Con. Kaulark Enclave Part -1, New Delhi.
 In Pursuance of the order of the Collector
 No. *17/2011* Dated *17/10/11* passed under
 section 13-A of the Stamp Act, 1899 certified that
 an amount of Rs. *6,46,000/-* has been paid in cash as stamp duty in respect
 of this instrument in the State Bank of India
 Treasury/State Treasury of *Noida*
 by Charan *N/2011* Dated *17/10/11*
 a Copy of which is annexed herewith.

2/17/11



S C GUPTA

19 Oct 2011
Date

S C Gupta
Signature

Official Charge
 Treasury
 Gautam Budh Nagar

LEASE DEED IN RESPECT OF COMMERCIAL SPORT
 CITY PLOT No. SC-01/A SITUATED AT SECTOR-79
 NOIDA DISTT-GAUTAM BUDH NAGAR U.P.



M/s Sequel Buildcon Pvt. Ltd.
 Direct LESSEE Signature

FOR AND ON BEHALF OF NOIDA
 (LESSOR)

LEASE DEED

This Lease Deed is made on the 24th day of **October** in the year **2011** between the New Okhla Industrial Development Authority a body corporate constituted Under Section 3 of the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successor assigns on the one part and **M/s Sequel Buildcon Pvt. Ltd. having its Regd. Office at C – 23, Greater Kailash Enclave, Part – I, New Delhi – 110 048** through its **authorized signatory Shri Dinosh Pahwa S/o Late Shri H.R.Pahwa R/o 104, Street No. 2, Thapar Nagar, Meerut (U.P.) duly Authorized vide Board Resolution dated 11th October, 2011** (hereinafter called the 'Lessee' which expression shall, unless context does not so admit, include his/her/their/its heirs, executors, administrators, representatives and permitted assigns on the other part.

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

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

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For **Sequel Buildcon Pvt. Ltd.**
Director/ Authorized Signatory

पट्टा बिरोज (90 वर्ष)

10,000.00 80 10,080.00 4,000

प्रतिकर मासिकत औसत वार्षिक क्रियायत फीस रजिस्ट्री करण व प्रति कुक सौदा अन्य दरवाजा
श्री M/s Sequel Buildcon Pvt. Ltd. द्वारा विदेश पट्टा
पुत्र श्री एकुठि आरुठि पट्टा

पंजाब व्यापार

जिवाडी स्थान 104 स्टूडी नं० 2 थापर नगर मेरठ
उपस्थान पता उरगत

ने कां नैकाव इन करवावत में दिनांक 24/10/2011 समय 8:10PM
रहे निबन्ध हेतु फल किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सी० पी० सिंह (प्रभारी)
उप-निबंधक तृतीय

नौएछा

24/10/2011

निष्पादन लेखपत्र बंद करने व सम्भ्राने मजदुर व धारण धरवाजि रु. प्रलेखनसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री नौएछा द्वारा दस० सी० गुप्ता

पेशा नौकरी
निवासी नौएछा



श्री M/s Sequel Buildcon Pvt. Ltd. द्वारा विदेश
पट्टा
पुत्र श्री एकुठि आरुठि पट्टा
पेशा व्यापार
निवासी 104 स्टूडी नं० 2 थापर नगर मेरठ



ने निष्पादन स्वीकार किया।

जिवाडी करण श्री भदन लाल गुप्ता

पुत्र श्री पी० सी० गुप्ता

पेशा व्यापार

निवासी सी-13/12, नौएछा

पुत्र श्री सोनु यादव

पुत्र श्री रामफल यादव

पेशा व्यापार

निवासी बागपत रोड मेरठ

ने श्री

प्रत्यक्ष: भद्र अधिकारी के विधान अगुठे निष्पादन कार्य हेतु है।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सी० पी० सिंह (प्रभारी)
उप-निबंधक तृतीय
नौएछा

24/10/2011

functioning. Lessor shall not be responsible for any consequences arising out of failure of the lessee to receive any such statutory clearance.

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

LAND USE OF SPORTS CITY

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

- A. Recreational (Sports, Institutional & Other Facilities and open areas) not less than 70 %
- B. Commercial not more than 2 %
- C. Residential including Group Housing (1650 persons per hect. On residential / group housing area only) 28 %

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

1. Maximum permissible ground coverage of the entire land shall be 30%
2. Maximum permissible FAR on total land shall be 1.5.
3. FAR & Ground Coverage in recreational land uses shall be as per prevailing bye-laws.
4. Permissible FAR for land use shall be allowed in the entire area within set back lines.
5. There shall not be any restrictions on the ground coverage and FAR in Residential including Group Housing and Commercial land use within the overall permissible limit of 30% ground coverage and 1.5 FAR on total land.
6. Ground coverage and FAR permissible for commercial use can be utilized for recreational and residential (group housing activities).

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For, **Sarvagya Builders Pvt. Ltd.**

Director/Authorized Signatory

7. Unused portion of FAR on recreational component on completion of sports, institutional, other facilities and open areas can be utilized towards residential developments.
8. The open/green areas on the recreational component (i.e. sports activities such as Golf Course stadium etc, and open spaces) will be considered as open/green areas for entire land.

1. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of **Rs. 120,75,00,000/- (Rupees one hundred twenty crores seventy five lacs only)** out of which **Rs. 12,07,50,000/- (Rupees twelve crores seven lacs fifty thousand only)** have been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance **Rs. 108,67,50,000/- (Rupees one hundred crores sixty seven lacs fifty thousand only)** which is to be paid by the Lessee in the manner hereinafter provided in instalments on dates specified below alongwith interest @ 11% per annum or as amended by the Lessor from time to time compounded every half yearly from the date of allotment, on the balance outstanding on timely payment. Schedule of payment of instalments is as given below :-

Instalment No.	Due date	Principal amount	Interest @ 11%	Total
Moratorium interest for 1 st half yearly	04-11-2011		59771250	59771250
Moratorium interest for 2 nd half yearly	04-05-2011		59771250	59771250
Moratorium interest for 3 rd half yearly	04-11-2012		59771250	59771250
Moratorium interest for 4 th half yearly	04-05-2012		59771250	59771250
1 st	04-11-2013	67921875	59771250	127693125
2 nd	04-05-2013	67921875	56035547	123957422
3 rd	04-11-2014	67921875	52299844	120221719
4 th	04-05-2014	67921875	48564141	116485016



For **Servel Buildcon Pvt. Ltd.**

Director/Authorised Signatory

3 th	04-11-2015	67921875	44828438	112750313
6 th	04-05-2015	67921875	41092735	109014610
7 th	04-11-2016	67921875	37357032	105278907
8 th	04-05-2016	67921875	33621329	101543204
9 th	04-11-2017	67921875	29885625	97807500
10 th	04-05-2017	67921875	26149922	94071797
11 th	04-11-2018	67921875	22414219	90336094
12 th	04-05-2018	67921875	18678516	86600391
13 th	04-11-2019	67921875	14942813	82864688
14 th	04-05-2019	67921875	11207110	79128985
15 th	04-11-2020	67921875	7471407	75393282
16 th	04-05-2020	67921875	3735704	71657579

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

In case of failure to deposit the due installment by the due date, the LESSOR may cancel the allotment. However, in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of interest @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.

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

And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreement herein contained on the part of the Lessee to be respectively paid, observed and performed, the Lessor doth hereby demise on lease to the Lessee, all that plot of land numbered as **Commercial Plot No. SC - 01/A** situated in **Sector - 79 (sub divided plot of sports city plot no. SC-01 Sector-79 which is part of the sports city plot No. SC-01-01 Sector-78 & 79)** New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement **100000 square metres** and bounded:

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For **Senuel Buildcon Pvt. Ltd.**

 Director/ Authorised Signatory

ON THE NORTH BY : As per site
ON THE SOUTH BY : As per site
ON THE EAST BY : As per site
ON THE WEST BY : As per site

To hold the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee to the term of Ninety years on "AS IS WHERE IS BASIS" commencing from , 24th. October, 2011 on the terms and conditions as given below :-

- (a) In addition to the premium of plot, the lessee shall have to pay an yearly ground rent/ lease rent in the manner indicated below :-
- (i) The ground rent/ lease rent @ Re 1/- per sqm. per year for the first three years from the date of execution of the lease deed.
- (ii) Thereafter, the ground/lease rent shall be charges @ 1% p.a. of the total premium of the plot for next seven years of the first ten years. After ten years from the date of execution of the lease deed, the lease rent will be increased @ 50% and that rate will be applicable from the next ten years and this process will continue for future. Lessee can deposit one time lease rent equivalent to eleven time the lease rent calculated @ 1% per annum, subject to the clearance of the arrears of the lease rent, if any. Supplementary deed shall be executed after expiry of every 10 years.
- (iii) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (iv) For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.

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For Sagwal Builders Pvt. Ltd.
Director/ Authorised Signatory

- (v) The Lessee shall have the option to pay 11 (eleven) years lease rent @ 1% per annum as one time lease rent or as per prevailing policy of the Lessor at the time of deposit .

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

- (a) The lead member should be the single largest shareholder having at least 30% shares in the consortium. The percentage of shareholding of the lead member shall remain minimum of 30% till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.
- (b) THAT the Lessee will pay to the Lessor the balance of the premium in the installments mentioned in clause I above by the dates mentioned therein. If the Lessee shall fail to pay any installment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the installment in arrears from the due date till the date of payment provided that failure to pay three consecutive installments the Lessor may determine the lease with penalties and consequences thereof.
- (c) That the Lessee will pay unto the Lessor at its office on as otherwise directed the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor shall be entitled to recover the same with 14% interest per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.
- (d) The Lessee will bear, pay and discharge all rates, assessments of every descriptions which during the said term to be assessed, charged or

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For Saqiel Evidoon Pvt Ltd.
Director/ Authorised Signatory

imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon.

- (e) That Lessee will obey and submit to all direction issued or regulations made by the Lessor now existing or hereafter to exist so far as the same as incidental to the possession of immovable property so far as they affect the health, safety or convenience of the other inhabitants of the place.
- (f) The LESSEE can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest. If the Lessee surrenders the allotted plot after 30 days from the date of allotment, in such an event the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refunded.
- (g) The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/sub-lessee(s) should have valid time period for construction as per terms of the lease deed/ sub – lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will submit the following documents:

1. Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
2. Clearance of upto date dues of the NOIDA.

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For **Sangul Buildcon Pvt. Ltd.**
[Signature]
Director/Authorised Signatory

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

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

The LESSOR's right to the recovery of the unearned increase and the 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 from a court of law.

- (h) The construction of the building and development on the plot shall have to be done as per development norms, controls prescribed under the scheme/ building regulations & directions of the Lessor and only after the prior approval of the building plans by the Lessor.
- a) All the infrastructural services shall have to be provided by the lessee within the plot area only.
 - b) All clearances/approvals must be obtained by the lessee from the respective competent statutory authorities prior to the commencement of the construction work.
 - c) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).
 - d) All other provisions, not specified above, shall be in accordance with the Building Regulations and Directions of the LESSOR and the amendments made therein from time to time.

(B)



For Sahaj Buildcon Pvt. Ltd.
Director/ Authorised Signatory

- (i) The Lessee shall be required to complete the construction of minimum 15% of the permissible area earmarked for sports, institutional & other facilities within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases within 5 years. However, the residential and commercial development/ construction may be completed in phases within 7 years. Further more, the lessee has to develop residential and commercial component in the project in proportion to area earmarked for recreational uses. However, extension in exceptional circumstances can be granted by NOIDA, on payment of extension charges applicable as per prevailing policy at the time of granting such extension. Delays due to encroachment, force majeure, legal issues like stay orders etc. shall be considered for extension. The construction on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions of the NOIDA.
- (j) The lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/ constructions, subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the Lessee after prior written approval of the LESSOR. The project may be implemented by lessee through Special Purpose Company and/ or through its subsidiaries. The relationship between Special Purpose Company & its subsidiaries would be governed by the prevailing law, rules and regulations. However, mortgage permission can be accorded to Special Purpose Company for implementation of project as per prevailing rules & regulations of Lessor.
- (k) The Lessee shall indemnify the lessor against all disputes arising out of:
- (i) The non-completion of the project.
 - (ii) The quality of development, construction and maintenance.

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For ~~Special Building Pvt. Ltd.~~
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Director/Authorized Signatory

- (iii) Any legal dispute arising out of allotment/lease to the final purchaser(s).
- (i) The lessee can transfer the whole plot and the buildings constructed thereon with the prior permission of the LESSOR, after payment of transfer charges as per the prevailing policy of the LESSOR. However, the lessor reserves the right to reject any such transfer application without assigning any reason whatsoever.

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

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

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

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

No transfer charges shall be applicable if built up space of commercial plot is transferred within two years from the date of issuing of the completion certificate by the LESSOR. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The lessee will be permitted to transfer the built-up space on the fulfillment of the following conditions :-

- i) The lessee has made full payment of the plot premium alongwith interest thereon and the up-to-date lease rent alongwith interest, if any, due thereon.

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For Special Building Dept. Ltd.
Director/Authority/Secretary

- ii) The lease deed as per rules has been duly executed.
- iii) The lessee has obtained the building completion certificate from the LESSOR.
- iv) The sub-lessees/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred are as per completion certificate and are not part of any common area.
- v) The lessee shall also execute a sub-lease deed between lessor, lessee and proposed transferees (sub-lessees). The lessee/sub-lessees shall also ensure adherence to the building regulations and directions. All the terms and conditions of the allotment and lease deed shall be applicable and binding on transferee/sub-lessees as well.
- vi) The transferees/sub-lessees shall also be required to pay pro-rata lease rent as applicable. The transferees/sub-lessees shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to the LESSOR in proof thereof. Thereafter, extension charges, as applicable, shall be payable.
- vii) All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the lessee as well as all transferees(sub-lessees).
- viii) The lessee, sub-lessee are not eligible for any preferential allotment of the residential plot or house under various scheme of NOIDA.
- (m) The lessee and sub-lessees (transferees) shall not use the Sports City plot for any purpose other than for which the plot is allotted. In case of violation of any allotment condition, the allotment shall be liable to be cancelled and the possession of the premises alongwith the structures thereon, if any, shall be resumed by the LESSOR.
- (n) The lessee and sub-lessee(s)/Transferee(s) will be liable to pay all rates, taxes, charges and assessment of every description imposed by any

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For **Sarvjit Builders Pvt. Ltd.**
Director/Authorised Signatory

authority empowered in this behalf from time to time, in respect of the plot and the buildings constructed thereon.

- (o) If the lessee and/or sub-lessee(s)/Transferee(s) fail to deposit the due money/installment within the given time or such extended period as is allowed by the LESSOR or commit any breach of the terms and conditions as laid down in this brochure, allotment letter, lease deed, the allotment/lease may be cancelled/determined and 30% of the total premium of the plot or the premium/installments deposited till then alongwith lease rent, interest, extension charges etc. deposited, whichever is less, shall be forfeited in favour of the LESSOR. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the plot, along with the structures, if any, thereon, shall be resumed in favour of the LESSOR and the lessee shall not be entitled to claim any compensation for the same.
- (p) The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the lessee, the allotment of plot will be cancelled and/or lease will be determined, as the case may be. In addition, the entire money deposited by the lessee and sub-lessee(s)/Transferee(s) shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.
- (q) The LESSOR reserves the right to all mines, minerals, coals, washing golds, earth, oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the allotted plot or for any building/structure standing thereon, provided always that the LESSOR shall make reasonable compensation to the lessee for any damages

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For Saqueel Builders Pvt. Ltd.
Director/Authorized Signatory

directly occasioned by the exercise of the rights hereby reserved. The decision of the LESSOR on the amount of such compensation will be final and binding on the lessee and all the sub-lessee(s)/Transferee(s).

- (r) The lessee shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the allotted plot. If the buildings and common services are not maintained properly, the LESSOR shall have the right to get the maintenance done and recover the amount so spent from the lessee. The lessee and all the sub-lessee(s)/Transferee(s) will be personally and severally liable for the payment of the maintenance amount. In case of any default in the payment of the maintenance amount, the dues will be recovered from the lessee and all the sub-lessee(s)/Transferee(s) as arrears of land revenue.
- (s) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted plot and the decision of the LESSOR shall be final and binding on the lessee and all the sub-lessees (transferees).
- (t) The lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.
- (u) The lessee shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe, neat & clean and in good and healthy sanitary conditions to the satisfaction of the lessor and to the convenience of the inhabitants/occupants of the place.
- (v) The lessee shall abide by all the regulations, bye-laws, directions and guidelines of Lessor framed/issued under the U.P. Industrial Area Development Act 1978 and Rules made therein, and any other Act and Rules, from time to time.

For ~~Saxena~~ Buildcon Pvt. Ltd.
Director/Authorised Signatory

- (w) In case of non-compliance of these terms & conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.
- (x) The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by Lessor.
- (y) In addition to the other specific clauses relating to the cancellation of the lease deed, the LESSOR will be free to exercise its right of cancellation of lease/allotment in the following case:-
- (1) If the allotment is obtained through misrepresentation, by suppression of material facts, mis-statement and/or fraud.
 - (2) Any violation by the lessee and sub-lessee(s)/ Transferee(s), of the directions issued or of the rules and regulations framed by LESSOR or by any other statutory body.
 - (3) In case of default on the part of the lessee or any breach/violation of the terms and conditions of the tender, allotment, lease deed and/or non-deposit of the allotment / premium amount / instalments, lease rent etc.

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

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

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For ~~Special~~ ~~Buildcon Pvt. Ltd.~~
Director/Authorized Signatory

of the plot will be resumed by the LESSOR, along with the structures thereupon, if any, and the lessee and sub-lessee(s)/Transferee(s) will have no right to claim any compensation thereof.

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

1. That the Lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horses, cattle, dogs, other animals except and in so far as may be allowed by the Lessor in writing.
2. That the Lessee shall not exercise his/her/their/its option for determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
3. If the Lessee does not abide by the terms and conditions of the lease and building bye-laws or any other rules framed or directions issued by the Lessor the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the Lessor followed by forfeiture of deposits as per prevailing policy.
4. Notwithstanding anything contained hereinbefore if there shall have been in the opinion of the Lessor (whose decision shall be final and binding) any breach by the Lessee or any person claiming through or under him/her/their/its, of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the Lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises it shall be lawful for the Lessor without prejudice to any other right or action of the Lessor in respect of any breach of



For Sagiel Buildcon Pvt. Ltd.
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Director/Authorised Signatory

agreement to re-enter the demised premises or any part thereof in the name of whole and determine this demise and thereupon if:

5. At the time of re-entry, if the demised premises has not been occupied by the Lessee by way of constructing a building thereon the Lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the Authority.
6. At the time of re-entry if the demised premises are occupied by any building constructed by the Lessee there on the Lessee shall within a period of three months from the date of re-entry remove from the demised premises all erection of building, fixtures and fittings which at any time and during the term shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default where of the same shall become the property of the Lessor without payment of any compensation to the Lessee for the land and building, fixtures, things before within the period herein specified the demised premises shall be re-allotted.

Provided that the Lessor may at its option to purchase the said erection buildings and fixtures upon the plot after making the payment to the Lessee in price thereof as may be mutually agreed upon.

7. Any losses suffered by the Lessor on a fresh grant of demised premises or breaches of conditions aforesaid on the part of the Lessee or any persons claiming through or under him shall be recoverable by the Lessor from the Lessee.
8. The Chief Executive Officer of the Lessor may exercise all powers exercised by the Lessor under this lease. The Lessor may also authorize any of its other officers as he deems fit.

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



For Seguel Builders Pvt. Ltd.

Director/Authorized Signatory

9. The entire legal expenses of execution of this Lease Deed including Stamp Duty and registration charges shall be borne by the lessee. In case any dispute arising towards stamp duty, the lessee shall be liable for the same.
10. Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.
11. The Chief Executive Officer or the Lessor reserve the right to make such additions and alterations or modifications in these terms and conditions as may be considered just or/and expedient.
12. In the event of any dispute between LESSOR and the lessee and sub-lessee(s)/transferee(s) shall be subject to the territorial jurisdiction of the Civil Court of District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Allahabad.
13. If due to any "FORCE MAJEURE" or circumstances, beyond Lessor's control the Authority is unable to deliver possession of allotted plot, entire registration money or the deposits depending on state of allotment will be refunded without interest.
14. (a) In case of the clarification or interpretation regarding terms and conditions of this lease and brochure of the scheme which forms part of this lease, the decision of the LESSOR shall be final and binding on the lessee and all the sub-lessee(s)/ Transferee(s).
(b) All conditions of Brochure of the scheme and allotment letter, even if not specifically mentioned in this lease deed, shall be treated as part of lease and binding upon the lessee.
15. If the lessee commits any act of omission on the demised premises resulting in any nuisance, it shall be lawful for the LESSOR to ask the lessee to remove the nuisance within a reasonable period, failing which the LESSOR shall itself get the nuisance removed at the lessee's cost and

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For Saguel Builders Pvt. Ltd.
[Signature]
Director/ Authorised Signatory

- charge the damages from the lessee during the period of subsistence of the nuisance.
16. The lessee and all sub-lessee(s)/Transferee(s) shall be liable to pay all taxes, charges leviable from time to time by the LESSOR or any other statutory body duly empowered to levy to taxes/charges.
 17. All notices, orders and other documents required under the terms of allotment/lease etc. shall be govern by the provisions of the U.P. Industrial Area Development Act, 1976 and the Rules & Regulations made thereunder.
 18. All the arrears due from the lessee and all the sub-lessees (transferees) to the LESSOR or any other statutory authority are recoverable as arrears of land revenue.
 19. That the LESSOR hereby covenant that the lessee and sub-lessee(s)/Transferee(s) shall enjoy quiet possession of the demised premises without any disturbance by it or its successors in the interest of any other person claiming title paramount thereto.
 20. The lessee shall not be allowed to assign or change his role in the project, in anyway, till the completion of the project, without the prior written permission of the LESSOR. In case of any violation of this, the lease shall be cancelled and entire money deposited shall be forfeited.
 21. The LESSOR, in the larger public interest, may take back the possession of the allotted plot and the buildings, if any, on it, by making payment at the prevailing rates and the decision of the LESSOR in this regard, including the decision regarding the prevailing rates, shall be final and binding on the lessee and all sub-lessees (transferees)
 22. The lessee shall abide by all the regulations, bye-laws, directions and guidelines of the LESSOR framed/ issued under the brochure and U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.

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For Sangul Building Pvt. Ltd.
[Signature]
Director/ Authorized Signatory

23. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by NOIDA.
24. In case of non-compliance of these terms and conditions, and any directions of the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and/or expedient.
25. The lessee shall plan development of SPORTS CITY by adhering to the land use percentages as mentioned in the brochure.
26. Composite Floor Area Ratio (FAR), of 1.5 on the total gross area of the allotted land will be permissible, which is fungible / transferable in different land use components as prescribed.
27. The obligations of the developer with respect to the development of sports, institutional & other facilities are prescribed in this document.
28. Subject to provision of Master Plan and regulation of NOIDA:
- The lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of NOIDA/Lessor.
 - Commercial and residential area can be sub-leased without any approvals on tripartite agreement basis.
 - The transfer of whole plot and sub-lease of built up space shall be governed by the transfer policy prevailing at the time of such transfer or sub-lease of built up space.
 - Without obtaining the completion certificate the lessee shall have the right to sub-divide the allotted plot into suitable smaller plot as per the planning norms of the NOIDA only for the area available for residential & commercial use and to transfer the same to the interested parties, if any, with the prior approval of the NOIDA on payment of transfer charges at the rate prevailing on the date of transfer. However, the area of each of such sub-divided plot should not be less than 3,000 Sq.mtrs.



For Sequel Builders Pvt. Ltd.

Director/ Authorised Signatory

आज दिनांक 24/10/2011 को

वही सं. 1 जिल्हा सं. 2975

पृष्ठ सं. 266 से 315 पर क्रमांक 8585

रजिस्ट्रीकृत किया गया।

रजिस्ट्रेशन अधिकारी के हस्ताक्षर

सी० पी० सिंह (प्रभारी)

उप-निबंधक तृतीय

नौएडा

24/10/2011



NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
Main Administrative Building, Sector-VI, NOIDA - 201301

No. NOIDA/Commercial/2012/1167
Dated: 3rd October, 2012

M/s. Requet Buildcon Pvt. Ltd.,
C-21, Greater Kailash, Part-I,
New Delhi - 110048

Sub: Sub division of Sports City Plot No. SC-1/A, Sector-79 and permission to sub-lease thereof.

Dear Sir,

Please refer to your letter dated 28th August, 2012 regarding permission to sub divide the Sports City Plot No. SC-1/A Sector-79 in two parts (1. Plot No. SC-1/A1 measuring 50,000 Sqm. and 2. Plot No. SC-1/A2 measuring 50,000 Sqm.) and also to permit sub lease of sub divided plot No. SC-1/A2 in favour of your 100% subsidiary company M/s Arcana Superstructures Pvt. Ltd.

In this connection, I have been directed to inform you that on the basis of documents submitted by you, Authority is pleased to sub divide the above plot in 2 parts and also to grant permission to sub lease of sub divided plot No. SC-1/A2 measuring 50,000 Sqm. in favour of your 100% subsidiary company M/s Arcana Superstructures Pvt. Ltd., in principle in view of the terms and conditions of brochure of the scheme and lease deed. The other terms of allotment and lease shall remain the same.

Yours faithfully,

(I. P. Singh)

Assistant General Manager (Commercial)

Copy to:-

1. CAP for information & necessary action. It may be noted that before sanctioning the maps/layout for integrated sports city, the terms and conditions of allotment/lease deed be strictly adhered to.
2. Accounts Officer (Commercial) for information and necessary action.

Assistant General Manager (Commercial)

M/s. Requet Buildcon Pvt. Ltd.

Director/Accounts Officer

For Arcana Superstructures Pvt. Ltd.

Authorized Signatory

option 2



For General Director P.L. Ltd.
Director/Authorised Signatory

For General Director P.L. Ltd.
Director/Authorised Signatory

L. P. BISHA
General Director
P.L. Ltd.

LAND PARCELS



SUB LEASE DEED

This Sub Lease deed made on the 19th day of October, 2012 (Two thousand and Twelve)

BETWEEN

The New Okhla Industrial Development Authority, a body corporate constituted under section 3 read with 2 (a) of the Uttar Pradesh Industrial Area development Act, 1976 (UP Act No 6 of 1976) hereinafter called the "**Lessor**" (which expression shall unless the context does not so admit, include its successors and assigns) of the first part.

AND

M/s Sequel Buildcon Pvt. Ltd., a Relevant Member of M/s Xanadu Estate Pvt. Ltd. (Consortium) Company, within the meaning of Companies Act 1956, having its registered office at C-23, Greater Kailash Enclave, Part-I, New Delhi - 48, through its authorized signatory **Mr. Pratap Singh Katoch S/o Shri J.S.Katoch R/o Flat No. A-116, Plot No. B-9/1, Sector-62, NOIDA – 201301** duly authorized by the Board of Directors vide Resolution dated 21st August, 2012, hereinafter called the "**Lessee**" (which expression shall unless the context does not so admit, include executors, representatives, administrators and permitted assigns) of the second part.

AND

M/s Arena Superstructures Pvt. Ltd. (100% owned subsidiary of M/s Sequel Buildcon Pvt. Ltd.) a Company within the meaning of Companies Act 1956


L.P. Sankhwar
Director, Authorized Signatory

Lessor

For Sequel Buildcon Pvt. Ltd.


Director, Authorized Signatory

Lessee

For Arena Superstructures Pvt. Ltd.

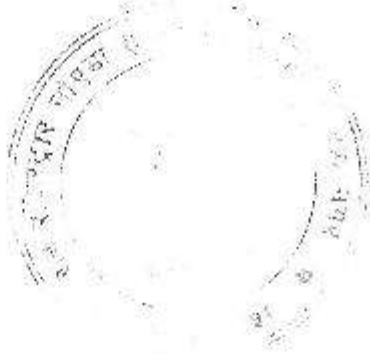

Director, Authorized Signatory

Sub Lessee

आज दिनांक 20/10/2012 को
पृथी सं 1 जिल्द सं 3550
पृष्ठ सं 339 से 392 पर कनाक 5077
रजिस्ट्रीकृत किदा गया

रजिस्ट्रीकरण अधिकारी के द्वारा


जे० एन० सिंह
उप-निबंधक तृतीय
नीएडा
20/10/2012



NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
Main Administrative Building, Sector-VI, NOIDA-201301

NO. NOIDA/Commercial/2014/.....1009

Dated: 16-6-14

M/s Sequel Buildcon Pvt. Ltd.
C-23, Greater Kailash, Part-I,
New Delhi-110048.

Sub: Sub division of Sports City Plot No. SC-1/A1 Sector-79 and permission to sub-lease thereof.

Dear Sir,

Please refer to your letter dated 02-04-2014 regarding permission to sub divide the sports city plot No. SC-1/A1, Sector-79 in two parts (1. plot SC-01/A1- ALPHA, Sector-79, Noida measuring 30,000.00 Sq. mtr and plot No. SC-01/A1-BETA, Sector-79, Noida, measuring 20,000.00 Sq. Mtr) and also permit sub lease of sub divided plot No. SC-01/A1-BETA, Sector-79 in favour of your 100% subsidiary company M/s Pinnacle Superstructures Pvt. Ltd.

In this connection, I have been directed to inform you that on the basis of documents submitted by you, Authority is pleased to sub divide the above plot in 2 parts and also to grant permission to sub-lease of sub divided plot No. SC-01/A1-BETA, Sector-79 measuring 20,000 Sqm, in favour of your 100% subsidiary company M/s Pinnacle Superstructures Pvt. Ltd., in principle subject to submission of No Dues Certificate from Account Officer (commercial), in view of the terms and conditions of brochure of the scheme and lease deed. The other terms of allotment and lease shall remain the same.

Yours faithfully,

(L.P. Singh)

Assistant General Manager (Commercial)

Copy to:-

1. C.A.P for information & necessary action. It may be noted that before sanctioning the maps/layout for integrated sports city, the terms and conditions of allotment/lease deed be strictly adhered to.
2. Accounts Officer (Commercial) for information and necessary action.

Assistant General Manager (Commercial)



SUB LEASE DEED

This Sub Lease Deed made on the 14th day of December, 2014 (Two thousand and fourteen)

BETWEEN

M/s Sequel Buildcon Private Limited, a special Purpose Company, within the meaning of Companies Act 1956, having its registered office at C - 23, Greater Kailash Enclave Part - 1, New Delhi - 110048, through its authorized signatory **Mr. Vikas Anand, S/o Mr. Deepak Anand, R/o D - 1133, Sector - 47, Faridabad, Haryana**, duly authorized by the Board of directors vide Resolution dated 10th March, 2014, hereinafter called the Lessee / transferor (which expression shall unless the context does not so admit, include Society representative, administrators and permitted assigns) of the first part.

AND

M/s Pinnacle Superstructures Private Limited, (100% owned subsidiary company of M/s Sequel Buildcon Private Limited), a Company within the meaning of Companies Act 1956, having its registered office at C-23, Greater Kailash Enclave Part - 1, New Delhi - 110048, through its authorized signatory **Sh. Deepak Khurana S/o Sh. C. Khurana R/o D - 325, Sector - 47, Noida, Uttar Pradesh**, duly authorized by the Board of Directors vide resolution dated 10th March, 2014, hereinafter called the Sub-Lessee / transferee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the second part.

Whereas the Noida Authority (hereinafter referred to as Authority) has through a sealed two bid tender system awarded Sports City Plot No. SC-01-01, Sector - 78 & 79, Noida, admeasuring 7,27,500.00 sq. mtrs. to M/s Xanadu Estates Private Limited (consortium leader) vide allotment cum reservation letter no. Noida/Commercial/2011/478 dated 4th May, 2011 and corrigendum of allotment letter no. Noida/Commercial/2011/702 dated 24th June, 2011.

WHEREAS the lessee [transferor] is the lessee and in possession of the sports city Plot No. SC-01/A1, Sector - 79, Noida, part of the sports city Plot No. SC - 01-01, Sector - 78 and 79, Noida admeasuring 50,000.00 sq. mtrs through lease deed executed by Noida / lessor in favor of lessee hereunto for 90 years commencing from 24/10/2011.

For Sequel Buildcon Pvt. Ltd.


V. Anand
Director / Authorized Signatory

For Pinnacle Superstructures Private Limited

Deepak Khurana
Authorized Signatory / Director

आज दिनांक 11/12/2014 को
पृष्ठ सं. 1 जिल्द सं. 4581
पृष्ठ सं. 1 से 40 पर क्रमांक 5129
रजिस्ट्रीकृत किया गया।

रजिस्ट्रेशन अधिकारी के हस्ताक्षर


बी.के. शर्मा
उप-निबंधक तृतीय
नीएडा
11/12/2014

Reader
Compaired by
Examiner



Photo Copy Attached


Sub-Registrar
Noida-II