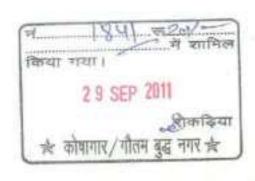
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For Earthcon Constructions Pvt. Ltd.



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### LEASE DEED

This Lease Deed made on 29th day of September 2011 between the GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, 169, Chitvan Estate, Sector Gamma-II, Greater Noida Dist. Gautam Budh Nagar (U.P.) a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 5 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. Earthcon Constructions Pvt. Ltd., a company within the meaning of Companies Act, 1956, having its registered office at T-70, DDA Flats, Sector 7, Jasola Vihar, New Delhi-110025 through its Director Mr. Mohd. Shoalb S/o. Mr. Mohd. Iqbal R/o 5414, Basti Harphool Singh, Sadar Bazar, Delhi-110066 duly authorized by its Board of Directors vide Resolution dated 15-07-2011 (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-Bid tender System awarded / allotted to the CONSORTIUM CONSISTING OF -

- · M/s Pratham ExpoFab Pvt.Ltd. Lead Member
- M/s PSA Impex Pvt.Ltd. Relevant Member
- M/s Earthcon Constructions Pvt.Ltd. Relevant Member
- M/s Ajay Kumar Garg

the plot NO. GH-06, SECTOR-CHI-V, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-05/2010-11/443 dated 25.03.2011 and Allotment Letter No.PROP./BRS-05/2010-11/456 dated 30<sup>th</sup> MARCH 2011 and 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-05/2010-11). The registered consortium consists of following:-

S.No.	Name of member	Shareholding	Status	
1.	M/s Pratham ExpoFab Pvt.Ltd.		Lead Member	
2.	M/s PSA Impex Pvt.Ltd.	32%	Relevant Member	
3.	M/s Earthcon Constructions Pvt.Ltd.	29%	Relevant Member	
4.	M/s Ajay Kumar Garg	5%	Relevant Member	

Whereas the above registered consortium who jointly qualify for the bid and secured the allotment of said plot being highest bidder. They through its lead member M/s Earthcon Constructions Pvt. Ltd. has approached to the Lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to subdivide the said plot of land with the following status of holding lease rights:-

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For Earthcon Constructions in

Director S



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Raise 20/10/2011

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रजिस्श्रेकरण अधिकारी के हस्ताक्षर

(राजबहादुर सिष्ठ) उपनिबन्धक सदर

गौतमबुद्धनगर

20/10/2011

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प्रत्यक्षतः यह गाक्षियों के निजान अंगुटे नियमानुसार निये गये हैं।





रजिस्ट्रंकिरण अधिकारी के हस्ताक्षर

(शजबहादुर सिह उपनिबन्धक सदर

SI. No.	Plot No.	Sector	Sub Divided area (in sq.m.)	Name of member	Status
1.	GH-06A	CHI - V	24485.00	M/s Primrose Infratech Pvt.Ltd. (SPC consisting of M/s Pratham Expofab Pvt.Ltd. & Mr. Ajay Kumar Garg)	Special Purpose Company
2,	GH-06B	CHI - V	20032.00	M/s PSA Impex Pvt.Ltd.	Relevant Member
3.	GH-06C	CHI - V	18154.00	M/s Earthcon Constructions Pvt. Ltd.	Relevant Member

Whereas the said registered consortium has given an undertaking dated 29.09.2011 (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 till all the payments are made to the lessor.

Whereas the lessor approved the aforesaid sub-division and name and status of M/s EARTHCON CONSTRUCTIONS PVT. LTD. on the request of consortium 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-06C, Sector-CHI - V, Greater Noida measuring 18154.00 square metre vide letter No. Prop./Builders/ 2011/193 dated 26.09.2011.

AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that M/s EARTHCON CONSTRUCTIONS PVT. LTD. (Lessee) having its registered office at T-70, DDA Flats, Sector 7, Jasola Vihar, New Delhi-110025 shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No.GH-06C, Sector-Chi-V, Greater Noida.

The lessee will be allowed to transfer up to 100% of its shareholding, subject to the condition that the Lead member shall continue to hold at least 26% of the shareholding in the SPC till the completion certificate of the project is obtained from lessor. In compliance with the Govt. Order No.5007/11-5-2010-500(50)/10 dated 11th October 2010, issued by the Department of Tax & Registration, Government of Uttar Pradesh, the change in the name of shareholders does not amount to transfer of the property of the company. The change in Constitution Deed regarding change in the shareholders as a result of transfer of shares in the companies is not mandatory to be registered u/s 17 of the Registration Act, 1908. In addition to this no stamp duty is leviable on this CIC deed under Clause 23 of Schedule 1b of the Stamp Act, 1899. No transfer charges shall be leviable on the transfer of shares in the Companies and no prior approval of lessor shall be required for transferring the shares.

Accordingly, lease deed in favour of M/s EARTHCON CONSTRUCTIONS PVT. LTD. (lessee) for Builders Residential / Large Group Housing Sub Divided Plot No.GH-06C, Sector-Chi-V, Greater Noida measuring 18154.00 square metre is being executed through this lease deed.

### A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

 This in consideration of the total premium of the sub divided plot (having area 18154.00 sq.m.) is Rs. 20,98,60,240.00 (Rupees Twenty Crore Ninety Eight Lac

For Earthcon Constructions -vt. Ltg

Director

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Registration No.:

20081

Year:

2,011

Book No.:

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Sixty Thousand Two Hundred Forty only) out of which Rs. 2,09,86,024.00 (Rupees Two Crore Nine Lac Eighty Six Thousand Twenty Four only)) which have been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge). The balance premium i.e. Rs. 18,88,74,216:- (Rs. Eighteen Crore Eighty Eight Lac Seventy Four Thousand Two Hundred Sixteen only) of the plot along with interest @ 12% p.a. will be paid. 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 installments. After expiry of moratorium period, the balance approx. 90% premium of the plot along with interest will be paid in 16 half yearly installments in the following manner:

Head	Due date	Payable Premium	Payable Interest	Total payable instalment	Balance premium
Instalment No.1	30.09.2011	0	11332453	11332453	188874216
Instalment No.2	30.03.2012	0	11332453	11332453	188874216
Instalment No.3	30.09.2012	0	11332453	11332453	188874216
Instalment No.4	30.03.2013	0	11332453	11332453	188874216
Instalment No.5	30.09.2013	11804639	11332453	23137091	177069578
Instalment No.6	30.03.2014	11804639	10624175	22428813	165264939
Instalment No.7	30.09.2014	11804639	9915896	21720535	153460301
Instalment No.8	30.03.2015	11804639	9207618	21012257	141655662
Instalment No.9	30.09.2015	11804639	8499340	20303978	129851024
Instalment No.10	30.03.2016	11804639	7791061	19595700	118046385
Instalment No.11	30.09.2016	11804639	7082783	18887422	106241747
Instalment No.12	30.03.2017	11804639	6374505	18179143	94437108
Instalment No.13	30.09.2017	11804639	5666226	17470865	82632470
Instalment No.14	30.03.2018	11804639	4957948	16762587	70827831
Instalment No.15	30.09.2018	11804639	4249670	16054308	59023193
Instalment No.16	30.03.2019	11804639	4 3541392	15346030	47218554
Instalment No.17	30.09.2019	11804639	2833113	14837752	35413916
Instalment No.18	30.03.2020	11804639	2124835	13929473	23609277
Instalment No.19	30.09.2020	11804639	1416557	13221195	11804639
Instalment No.20	30.03.2021	11804639	708278	12512917	0

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

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

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

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For Earthcon Constructions Pvt. Ltd.

fm' Director

Registration No.: 20081

Year

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Book No. :

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

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

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

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

### A. EXTENSION OF TIME

 In exceptional circumstances, the time of deposit for the payment of balance due amount may be extended by the Chief Executive Officer of the Lesson.

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 hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that sub divided plot of land numbered as Builders Residential / Large Group Housing (Sub Divided) Plot No.GH-06C, SECTOR-Chi-V, GREATER NOIDA Distt. Gautam Budh Nagar (U.P.) contained by measurement 18154.00 Sq. mtrs. be the same a little more or less and bounded:

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

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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from 29th day of September 2011 except and always reserving to the Lessor.

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

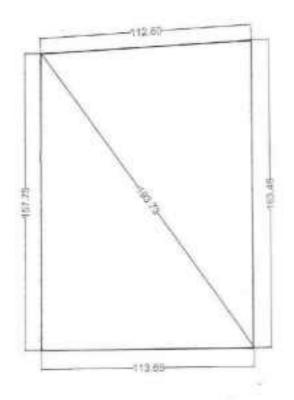
For Earthcon Constructions Pvt., Ltd.

Director

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## ABADI EXPANSION

INFORMAL



PLOT NO-GH-06B



24.00M WIDE ROAD



For Earthcon Constructions Pvt. Ltd.

AREA =18154.00 SQM

SIGN-POSSESSION TAKEN OVER LEASE SIGN-POSSESSION HANDED OVER LESSOR



Director

LEASE PLAN FOR PLOT NO-GH-06C OF SECTOR CHI-V

ASST MGR(ENGG)

MOR (ENGG)

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

SM(ENGG)

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

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

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

Lessee has paid Rs. 20,98,603/- (Rs. Twenty Lac Ninety Eight Thousand Six Hundred and Three only) as annual lease rent being 1% of the plot premium.

The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 (#)

times of the prevailing lease rent.

The lease rent shall be payable in advance every year. First such (III) 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

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

for the defaulted period.

- The Lessee has to pay lease rent equivalent to 11 years @1% p.a. (v) (total 11%) of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- 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 In exceptional time by the Lessor or any Authority/ Government. circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/sub Lessee to pay proportional charges for the allotted areas.

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

For Earthcon Constructions Pvt. Ltd.

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- i) Such allottee/sub Lessee should be citizen of India and competent to contract.
- II) 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 Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub- lease deed which shall be executed in a form and format as prescribed by the Lessor. On the

fulfillment of the following conditions:-

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

b) Every sale done by the Lessee shall have to be registered before the

physical possession of the property is handed over.

c) The Lessee has obtained building occupancy certificate from Planning Department, Greater Noida (Lessor).

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

e) The Lessee shall have to execute tripartite 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 of residential area only.

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

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

For Earthcon Constructions Pvi

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- charges. 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.

### 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	As per prevailing building bye- laws
Maximum permissible FAR	2.75
Set backs	As per prevalling 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 lease deed. The Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of lease deed.
  - In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the LESSOR within the period of 5 years from the date of execution of lease deed.
- 2. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
- 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.

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For Earthcon Constructions PVL Ltg.

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- For second year the penalty shall be 6% of the total premium.
- · For third year the penalty shall be 8% of the total premium.

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

- 4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
- 5. There shall be total liberty at the part of allottee /Lessee to decide the size of the flats / plots (In case of plotted development) or to decide the ratio of the area for flatted/ plotted development. The F.A.R. earmarked for commercial/Institutional use would be admissible but the allottee /Lessee may utilize the same for residential use as per their convenience.
- The allottee /Lessee may implement the project in maximum five phases and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly enabling them to do phase-wise marketing.

#### MORTGAGE

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

 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 with the prior approval of LESSOR on payment of transfer charges prevailing at that time. However, the area of each of such sub-divided

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For Earthcon Constructions Hyt. Ltd.

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 :-

- The dues of LESSOR towards cost of land shall be paid in accordance (1) with the payment schedule specified in the Lease Deed before executing of sub-lease deed of the flat.
- (11) The lease deed has been executed.
- Transfer of flat will be allowed only after obtaining completion (111) certificate for respective phase by the Lessee.
- The sub-Lessee undertakes to put to use the premises for the (iv) residential use only.
- The Lessee has obtained building occupancy certificate from Building (V) Cell/Planning Department, Greater NOIDA Industrial Development Authority.
- First sale/transfer of a flat/plot to an allottee shall be through a Sub-(vi) lease/Lease Deed to be executed on the request of the Lessee to the LESSOR in writing.
- No transfer charges will be payable in case of first sale, including the (VII) 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.
- Rs. 1000/- shall be paid as processing fee in each case of transfer of (viii) flat in addition to transfer charges.

### MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee shall 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 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

For Earthcon Constructions Pvt. Ltd.

Director

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 Chlef Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the Lessee/sub-Lessee.

#### MAINTENANCE

- 1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
- 2. That the Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
  - a. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
  - b. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
- 3. That the Lessee / sub-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.
- 4. In case of non-compliance of terms and directions of Lessor, the Lessor shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
- 5. The Lessee/sub Lessee shall make such arrangements as are necessary for the maintenance of the building and common services and If the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer of the Lessor will have power to get the maintenance done through the Lessor and recover the amount so spent from the Lessee/sub Lessee. The Lessee/sub Lessee will be 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 entertained and decision of the Chief Executive Officer, of the Lessor in this regard shall be final.

### CANCELLATION OF LEASE DEED

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

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For Earthcon Constructions Pvt. Ltd.

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1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.

2. Any violation of directions issued or rules and regulation framed by

Lessor or by any other statutory body.

3. Default on the part of the Lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.

- 4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.
- 5. If the allotment is cancelled on the ground mentioned in sub clause 1 above, then the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

### OTHER CLAUSES

The Lessor reserves the right to make such additions / alternations or 1. modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.

In case of any clarification or interpretation regarding these terms and 2. conditions, the decision of Chief Executive Officer of the Lessor shall be final

and binding.

- If due to any "Force Majeure" or such circumstances beyond the Lessor's 3. control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple Interest @ 4% p.a., if the delay in refund is more than one year from such date.
- 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 nulsance 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.
- The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges 8. Ilvable from time to time 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.

For Earthcon Constructions Pvt, Ltd.



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### Undertaking

This undertaking is signed and executed at Greater Noida on the 29th day of September 2011 by:-

M/s. Primrose Infratech Pvt. Ltd. a special purpose company consisting of M/s. Pratham
 Exposed Pvt. Ltd. (Lead member) & Ajay Kumar Garg (Relevant Member) incorporated
 under the provisions of the Companies Act 1956, having its registered office at Flat No.
 37, Ground Floor, Jyoti Apartments, Near Dipall Chowk, Bank Vihar, Pitampura, New
 Delhi-34 through its Director Mr. Brij Bhushan Gupta S/o Late Shri C.L. Gupta.

M/s. PSA Impex Pvt. Ltd. (Relevant Member) a company incorporated under the provisions of Companies Act 1956, having its registered office at 207, Agarwal Chamber IV, 27, Veer Savarkar Block, Shakarpur, Delhi-92 through its Director Mr. Man Mohan Bansal S/o Shri Hari Prakash Bansal.

M/s Earthcon Construction Pvt. Ltd. (Relevant Member) a company incorporated under the provisions of Companies Act 1956, having its registered office at 7-70, DDA Flats, Sector-7, Jasola Vihar, New Delhi- 25 through its Director Mr. Mohd. Shoaib Khan S/o Mohd. Iqbal.

WHEREAS in response to the invitation for bid in the BRS -05/2010-11 scheme of the Builders Residential /Large Group Housing Plot floated by the Greater Noida Industrial

For Primrose Infratech Pvt. Ltd.

Authorised Signatory

Manager Brugel

DIRECTOR

For Earthcon Constructions Pvt. Ltd.

Director Director



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Development Authority (hereinafter referred to as GNIDA), the Lead Member of Consortium M/s Pratham Expofab Pvt. Ltd. submitted their bid for allotment of Plot No. GH- 06, Sector-CHI-V, Greater Noida having an area of 62600 square meters and agreed to abide by all the terms and conditions set out in the brochure of the scheme.

AND WHEREAS the GNIDA vide their Allotment Letter Bearing No. PROP/BRS-05/2015 11/456 dated 30-03-2011 allotted Plot No. GH- 06, Sector-CHI-V, Greater Noida having an area of 62600 square meters in favour of Consortium.

AND WHEREAS upon being called to have lease deed of the allotted plot executed in the name of Consortium, the Lead Member and the Relevant Members agreed among themselves that the total area of the Plot No.- GH- D6, Sector-CHI-V, Greater Nold measuring 62600 square meters (actual area 62671 sq.mtr.) will be sub divided into three parts as Plot No.- GH- 06 A measuring 24485 square meter, GH-06 B measuring 20032 square meter and GH- 06- C measuring 18154 square meter of Sector-CHI-V Greater Noida. As permissible under clause C-8, of the brochure of the scheme the Lease Deed of Plot No. - GH- 06 A, Sector- CHI-V Greater Noida measuring 24485 Square Meters be executed in favour of M/s Primrose Infratech Pvt. Ltd., (SPC of M/s. Pratham Exporab Pvt. Ltd., Lead Member & Ajay Kumar Jain, Relevant Member of the Consortium) and a separate Lease Deed of Plot No. - GH- 06 B, Sector- CHI-V Greater Noida measuring 20032 Square Meters be executed in favour of M/s PSA Impex Pvt. Ltd.

For Primrose Infratech Pvt. Ltd.

Authorised Signatory

For PSA and BA PATE LTDFor Earthcon Constructions Pvt. Ltd. Buttehin

इस राज्यान्यस्तीप विक्रय की तिथि ... स्टाम इस करने का क्रमांजन-स्टामा क्रीता का नाम व पता स्टाम्य की ग्रनस्थित किया गौरव शमा स्टाप्य विक्रेता लाईसेन्स में0 134/11-12 जन्मी 31-3-20/2 वयनिक वक कार्यालय प्रेटर नाएका गाता हुन नगर् रिक्षी की सीमा 10000 St. G. Nozan

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Relevant Member of the Consortium and a separate Lease Deed of Plot No. - GH- 06 C, Sector- CHI-V Greater Noida measuring 18154 Square Meters be executed in favour of Earthcon Construction Pvt. Ltd. Relevant Member of the Consortium and a request letter dated 07-09-2011 was address to GNIDA in this regard.

AND WHEREAS A request of the Lead Member, the Relevant Member and SPC of Consortium as contained in the said letter dated 07-09-2011 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 26-09-2011 including submission of an Undertaking.

Now therefore this undertaking witnesses as under:-

1. That we, the Lead Member and Relevant Members do hereby agree that, notwithstanding the execution of Lease Deed of an area of Plot No. - GH- 06 A, Sector-CHI-V Greater Noida measuring 24485 Square Meters be executed in favour of M/s Primrose Infratech Pvt. Ltd., (SPC) and a separate Lease Deed of Plot No. - GH- 06 B, Sector- CHI-V Greater Noida measuring 20032 Square Meters be executed in favour of M/s PSA impex Pvt. Ltd. (Relevant Member) and a separate Lease Deed of Plot No. - GH-06 C, Sector- CHI-V Greater Nolda measuring 18154 Square Meters be executed in favour of M/s. Earthcon Construction Pvt. Ltd., relevant Member of the Consortium, we shall be jointly and severally liable for the due compliance of all the terms and conditions of the lease deed, including but not limited to payment of consideration for the area mentioned in all 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 amongst of us.

2. 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 the conditions set out in this undertaking shall render the permission granted in principle vide GNIDA's letter dated 26-09-2011 withdrawn in case Lease Deed has been executed, that the breach of these present shall constitute a breach of the lease deed for which GNIDA shall be entitled to take action against us, including determination of all the lease deeds to be executed.

That in terms of clause 8(a) of the scheme, we undertake that the Lead Member of the Consortium shall retain at least 26% of the shareholding as per MOA till the completion certificate of at least one phase of the project is obtained from GNIDA.

That each of the signatory on behalf of Lead Member, Relevant Member and SPC of Consortium have been duly authorized by their respective Board of Directors to submit the Undertaking. A copy of the Board Resolution in favour of each of the signatory bearing annexed as Annexure 'A', Annexure 'B' and Annexure 'C' to this Undertaking and the same shall be deemed to be part of this Undertaking.

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For PSA IMPEX PVT, LTD.

For Earthcon Constructions PVL

For Primrose infratech Pvt. Ltd.

Authorised Signatory

6. That this Undertaking has been given by us voluntarily and without any corrosion of duress of any kind whatsoever,

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

Witnesses

1. KAPIL DEVS/O VEERSIMIN

VIAL MANNER POST-SURFIRMS.
C. LOIDA
C. LOIDA
2. RAKESH SHARMS/O ARTS, LAI

For Primrose Infratech Pvt. Ltd.

Special Purpose Company gnatory

For PSA MIPE A PVT. LTD, Manrohan Bayel

Relevant Memberscror

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Relevant Member

For Earthcon Constructions Pvt. Ltd.

For Earthcon Constructions Pvt. Ltd.

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DIRECTORS IN THE BOARD OF DIRECTORS MEETING OF EARTHCON CONSTRUCTIONS PRIVATE LIMITED HELD ON THURSDAY, 15th DAY OF JULY, 2011 AT 11.00 A.M. AT ITS REGISTERED OFFICE AT T-70, DDA FLATS, SECTOR-7, JASOLA VIHAR, NEW DELHI-110025

### RESOLUTION FOR CONSORTIUM

"RESOLVED THAT the company is bidding for the allotment of Plot No. GH-06, Sector-CHI V, Greater Noida in Scheme BRS-05/2010-11 of Greater Noida Industrial Development Authority (GNIDA) for allotment of Builders Residential/Large Group Housing Plots for a lease period of 90 years. Further, the company and other organizations will form a consortium and our company will act as a Relevant Member.

RESOLVED FURTHER that Mr. Mohd Shouib be and are hereby authorized to do all such acts, deeds or things as they may deem necessary to form a consortium as aforesaid or any other matter incidental or consequential thereto". Signature of Consortium Agreement for the bifurcate of plot and other documents relating to Plot No-GH-06, Sector-CHI V.

Certified True Copy

For Earthcon Constructions Private Limited

Lonstruction N. Ltd.

(Tanweer Obaid)

Director

For Earthcon Constructions Pvt. Ltd.

For Earthcon Constructions Pvt. Ltd.

# PSA IMPEX PRIVATE LIMITED

Registered Office: 207 Agarwal Chamber IV, 27, V.S. Block Shakarpur, Delhi - 92

Ref:

Date:

EXTRACT OF MINUTES OF MEETING OF BOARD OF DIRECTORS OF M/S PSA IMPEX PVT. LTD. HELD ON WEDNESDAY, THE 24th DAY OF AUGUST, 2011 AT CORPORATE OFFICE OF THE COMPANY AT

After due deliberation the Board passed the following resolution

\*RESOLVED THAT Dr.Manmohan Bansal, the Directors of the company be and are hereby authorized severally to sign the Lease Deed for Group Housing Plot No. GH-06 B Uttar Pradesh for and on behalf of the company and to take possession of the allotted plot and to execute, deliver an sign any declaration, letters, MOU etc.

RESOLVED FURTHER THAT Dr.Manmohan Bansal, be and are hereby authorized severally to do all acts, deeds and things as may be necessary and incidental thereto.

CERTIFIED TO BE TRUE COPY

For Earthcon Constructions Pvt. Ltd.

For M/s Psa Impex Pvt. Ltd.

MOT PSA IMPERENT, LTD.

(Director)

DIRECTOR

HOUSE THE SECOND

## PRIMROSE INFRATECH PYT. LTD.

Regd . Office: FLAT No- 37 , Ground Floor Jyoti Apartments Near Dipali Chowk Bank Vihar Pitampura ,New Delhi Correspondence Address: N Q I PLAZA First Floor Shop no-18, Alpha Commercial Belt Greater Noida, U.P-201306 Contact No. 0120-4299602 Fax: 0120-4299603

Ref:

Date:

EXTRACT OF MINUTES OF MEETING OF BOARD OF DIRECTORS OF M/S PRIMROSE INFRATECH PVT. LTD. HELD ON WEDNESDAY, THE 24<sup>th</sup> DAY OF AUGUST, 2011 AT CORPORATE OFFICE OF THE COMPANY AT

After due deliberation the Board passed the following resolution

"RESOLVED THAT Mr. Brij Binushan Gupta, the Directors of the company be and are hereby authorized severally to sign the Lease Deed for Group Housing Plot No.GH-06A Uttar Pradesh for and on behalf of the company and to take possession of the allotted plot and to execute, deliver an sign any declaration, letters, MOU etc.

RESOLVED FURTHER THAT Mr. Brij Bhushan Gupta, be and are hereby authorized severally to do all acts, deeds and things as may be necessary and incidental thereto.

CERTIFIED TO BE TRUE COPY

For Earthcon Constructs III -VI. Ltd

For M/s Primrose Infratech Pvt. Lt d.

For Primrose Infratech Pvt. Ltd.

(Director)

Director

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their officer and property

- Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
- All arrears due to the Lessor would be recoverable as arrears of land revenue.
- 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.
- The Lessor in larger public Interest may take back the possession of the land/building by making payment at the prevailing rate.
- 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.
- All terms and conditions of brochure of BRS-05/2010-11 and its corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

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

In presence of:

Witnesses:

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AKOS SOSA Abdul Doshad For and o

For and on behalf of LESSOR

For Earthcon Constructions Pvt. Ltd.

JAK-108, Langer,

For and on behalf of LESSEE

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आज दिनांक <u>20/10/2011</u> को

वहीं से 1 जिल्द में 9600

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रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताबर

(राजवहादुर सिंह) उपनिबन्धक सदर गीतमबुद्धनगर 20/10/2011