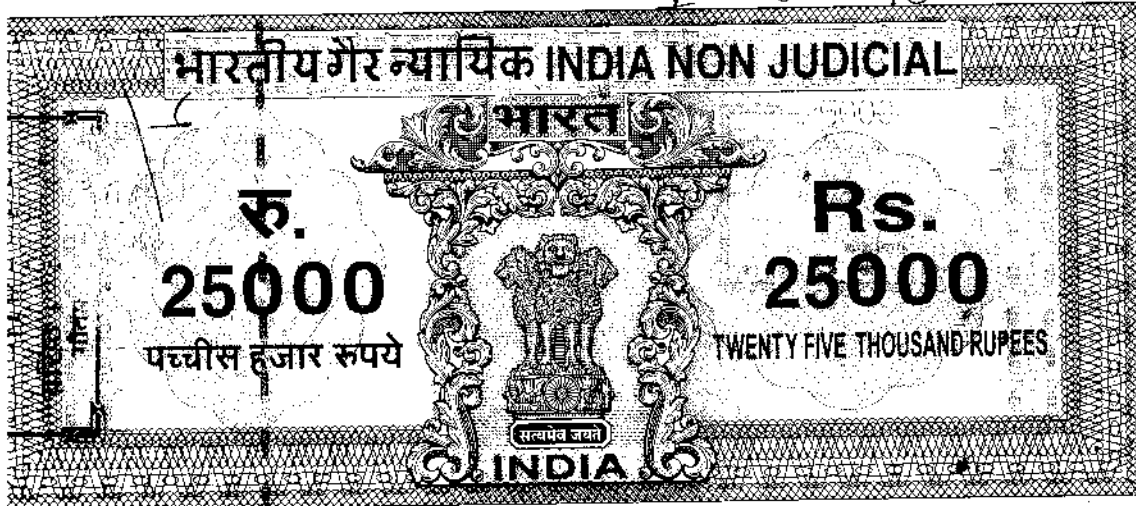


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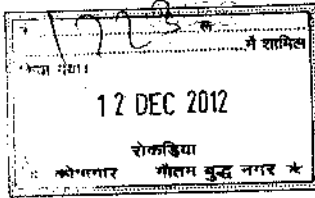
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THIS NON JUDICIAL STAMP PAPER IS ATTACHED WITH LEASE DEED OF GROUP HOUSING AT
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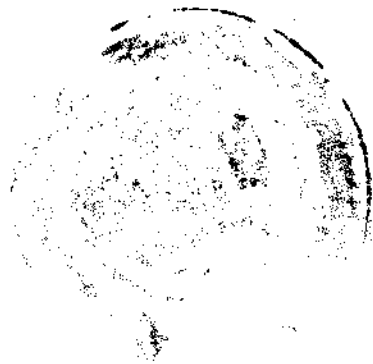
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LESSOR

For Intellect Projects Pvt. Ltd.
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Authorised Signatory
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उत्तर प्रदेश UTTAR PRADESH

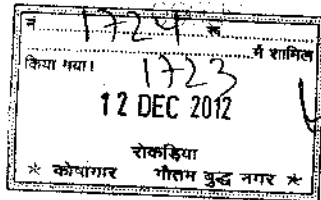
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For Incept Projects Pvt. Ltd.
Authorised Signatory
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 निवासी स्थायी ए-47 एल0जी0एफ0 हौज खास नई दिल्ली-16
 अस्थायी पता ए-47 एल0जी0एफ0 हौज खास नई दिल्ली-16
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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदस्य

गौतमबुद्धनगर

14/12/2012

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

पट्टा दाता

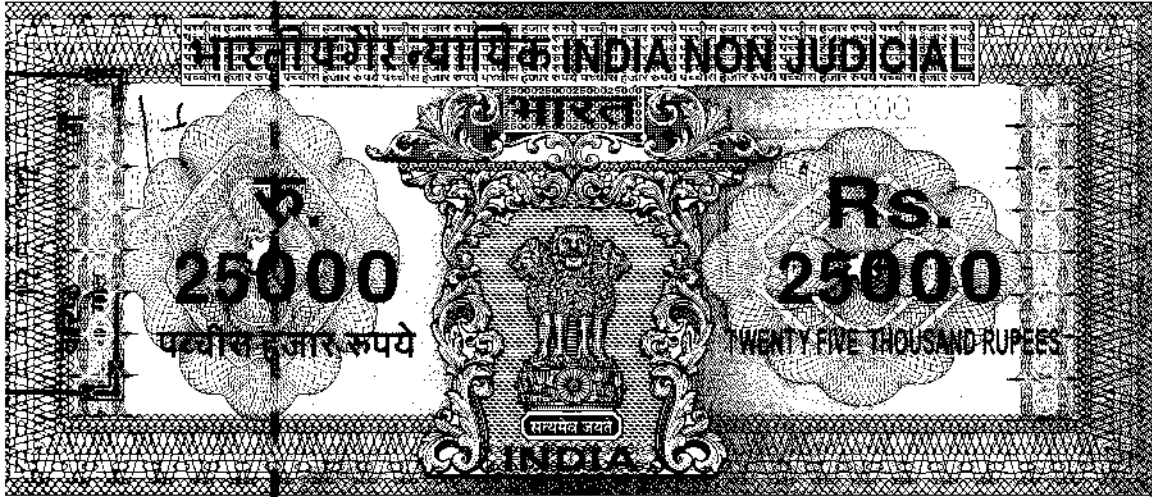
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 निवासी ए-47 एल0जी0एफ0 हौज खास नई
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उत्तर प्रदेश UTTAR PRADESH

C 315403

C 315403

THIS NON JUDICIAL STAMP PAPER IS ATTACHED WITH LEASE DEED OF GROUP HOUSING AT
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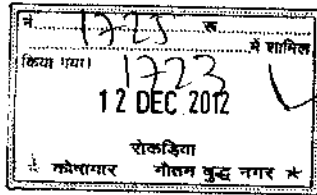
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प्रमाणित
LESSOR

For Intellect Projects Pvt. Ltd.

Signature

Authorised Signatory

LESSEE



ने निष्पादन स्वीकार किया ।

जिमकी पहचान श्री अश्वनी गुप्ता

पुत्र श्री जितेन्द्र कुमार गुप्ता

पेशा व्यापार

निवासी 28 शरद विहार दिल्ली

व श्री महेन्द्र कुमार

पुत्र श्री जोगेन्द्र सिंह

पेशा नौकरी

निवासी एफ-264 लक्ष्मी नगर दिल्ली

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सहायक

गौतमबुद्धनगर

14/12/2012





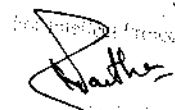
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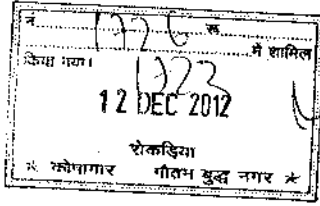
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PLOT NO. GH-02, SEC-12, GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR, U.P.


LESSOR


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पट्टा दाता

Registration No.: 24295

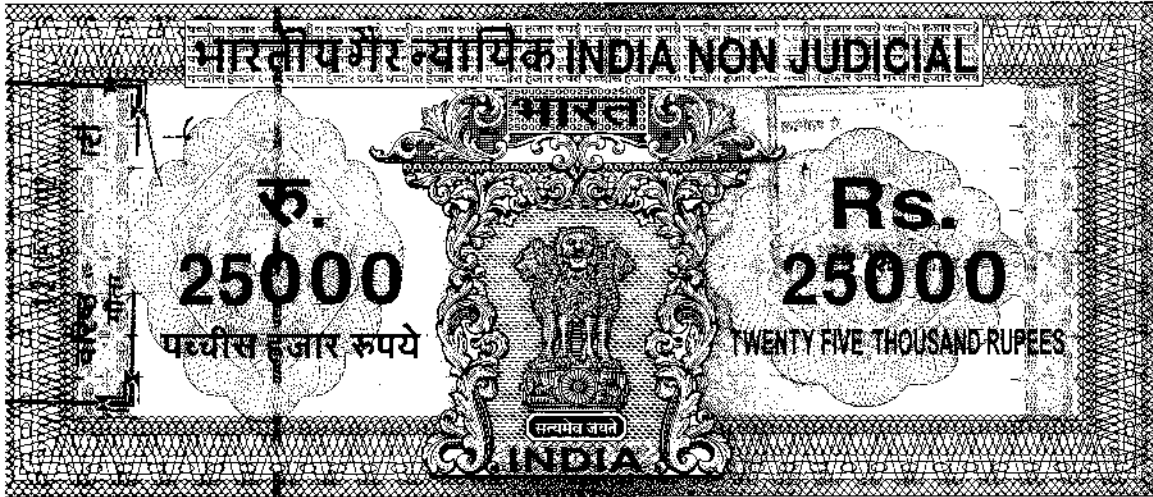
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Book No. : 1

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उत्तर प्रदेश UTTAR PRADESH

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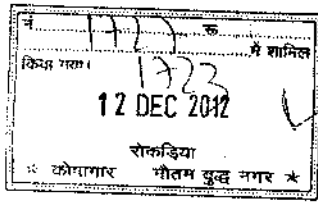
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PLOT NO. GH-02, SEC-12, GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR, U.P.


LESSOR

For Intellect Projects Pvt. Ltd.

Authorised Signatory
LESSEE



पट्टा गृहीता

Registration No. : 24295

Year : 2,012

Book No. : 1

0201 मैडन्टलेक्ट प्रोजेक्टस प्रातिष्ठान कमल सिंह रोथान
एराएसरोथान
ए-47 एलजीएफडी डीज खास नई दिल्ली-16
नौकरी





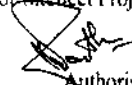
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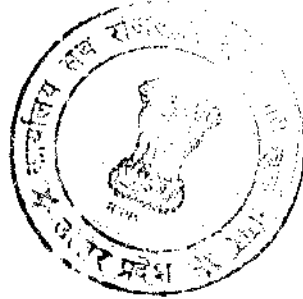

LESSOR

For Intellect Projects Pvt. Ltd.


Authorised Signatory

LESSEE

नं. 1728
किया गया: 1723
12 DEC 2012
रोकडिया
* कोषागार गीतम बुद्ध नगर *





उत्तर प्रदेश UTTAR PRADESH

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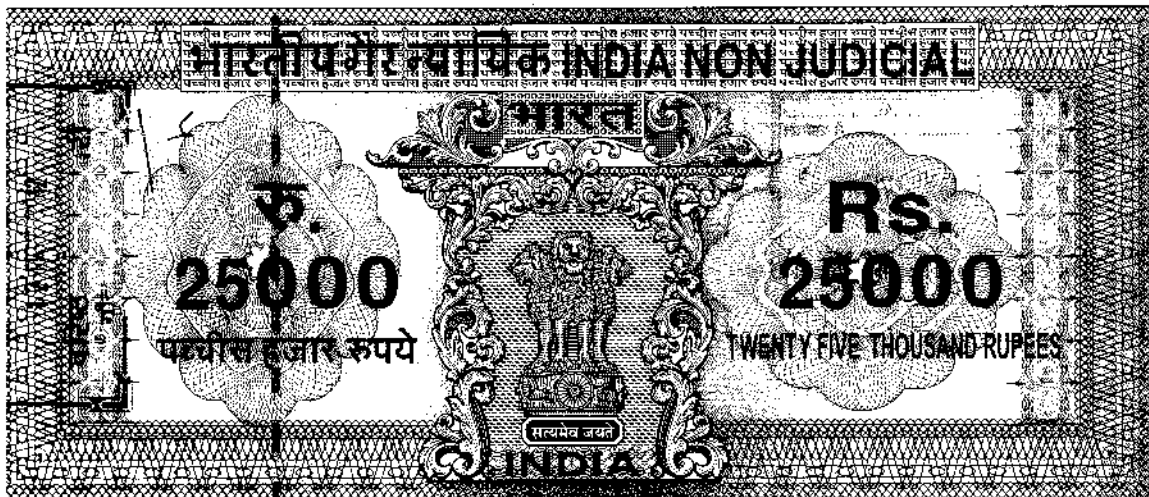
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PLOT NO. GH-02 B, SEC-12, GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR, U.P.


LESSOR


LESSEE

नं. 1779 क. 1773
किन्ना गंगा नं. शामिल
12 DEC 2012
रोकडिया
* कोषागार गौतम बुद्ध नगर *





उत्तर प्रदेश UTTAR PRADESH

C 315408

THIS NON JUDICIAL STAMP PAPER IS ATTACHED WITH LEASE DEED OF GROUP HOUSING AT
PLOT NO. GH-02 B, SEC-12, GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR, U.P.


LESSOR

For Intellect Projects Pvt. Ltd.

Authorised Signatory
LESSEE

नं. 1730
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 12 DEC 2012
 रोक दिया
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उत्तर प्रदेश UTTAR PRADESH

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PLOT NO. GH-02, SEC-12, GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR, U.P.


LESSOR

For Intellect Projects Pvt. Ltd.

Authorized Signatory
LESSEE

नं. 1731	रु.	शे. शांति
किया गया। 1723		
12 DEC 2012		
रोकडिया		
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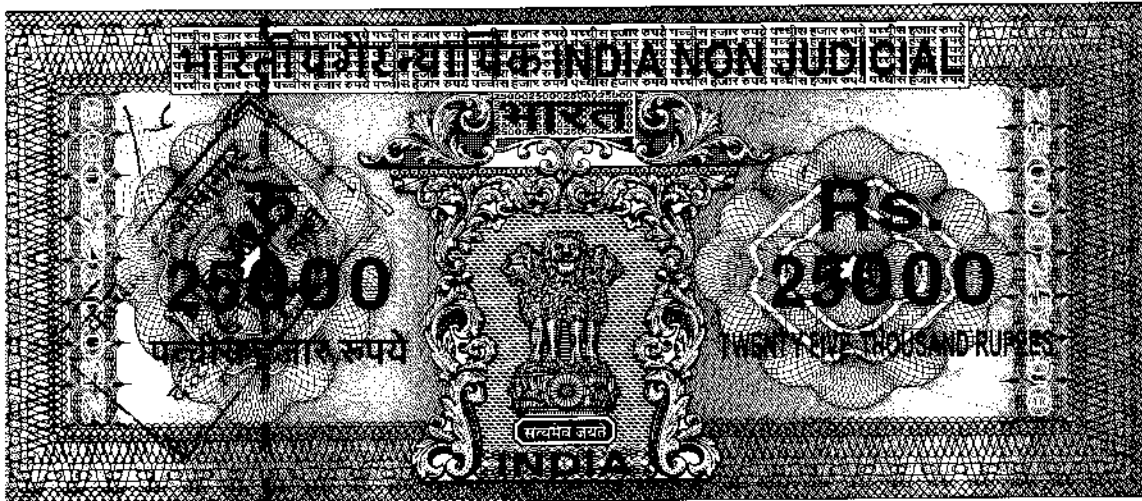
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For Intellect Projects Pvt. Ltd.

Authorised Signatory

1732
1773
12 DEC 2012
शेकहिया
* कोषागार गीतम पुस्तक नमर *





उत्तर प्रदेश UTTAR PRADESH

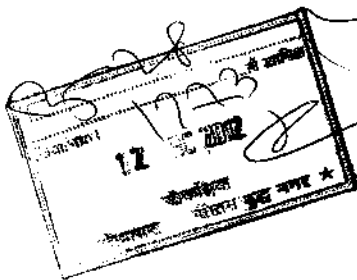
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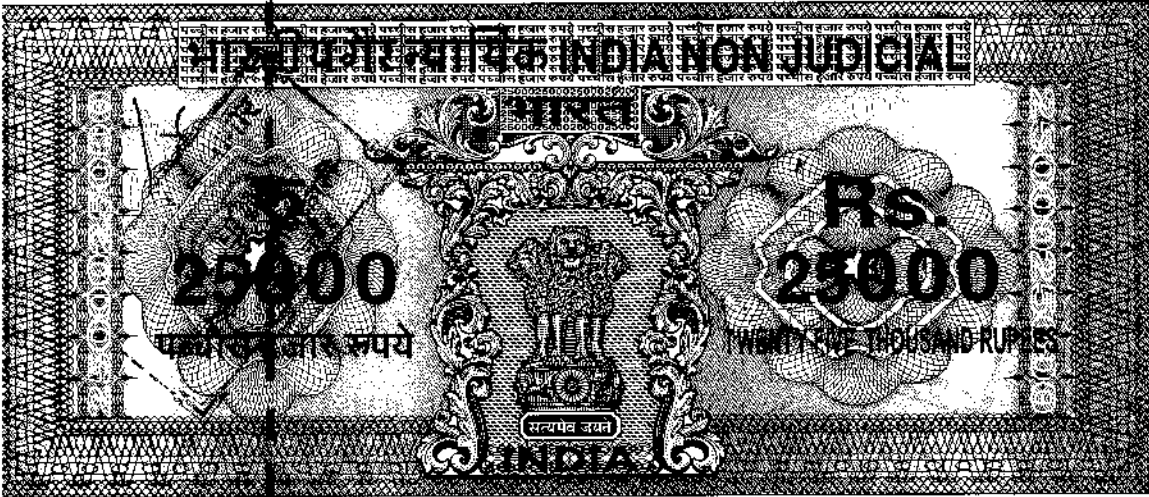
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PLOT NO. GH-02 E, SEC-12, GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR, U.P.

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LESSOR

LESSEE





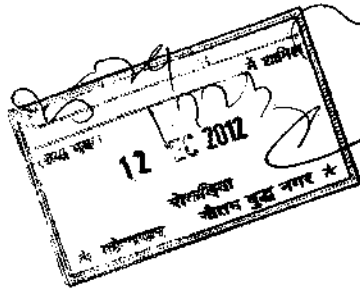
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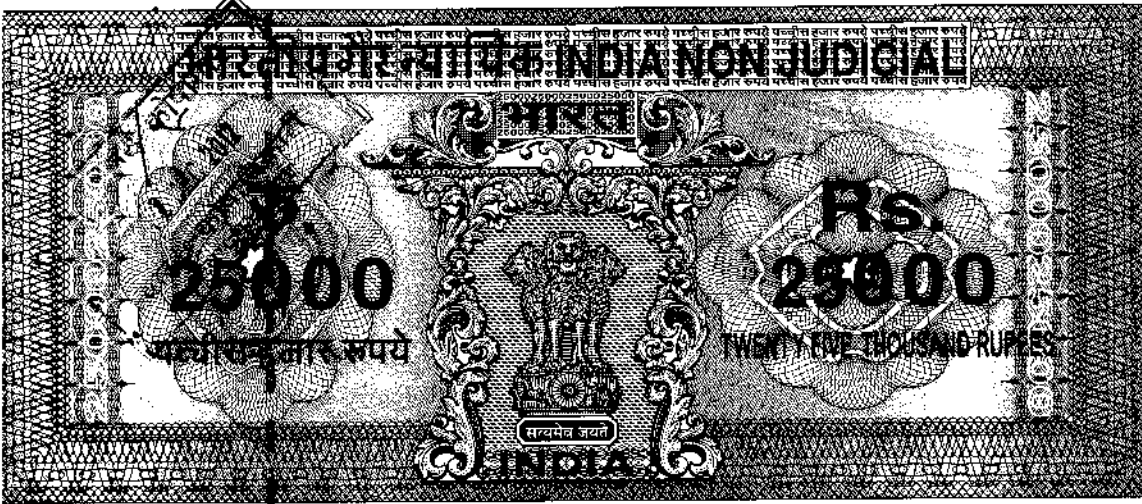
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LESSEE





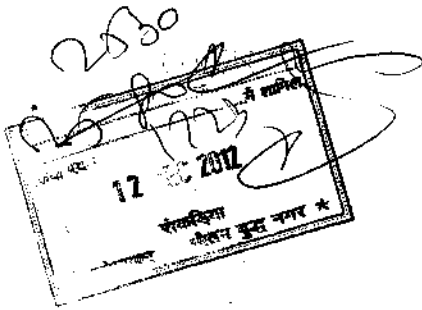
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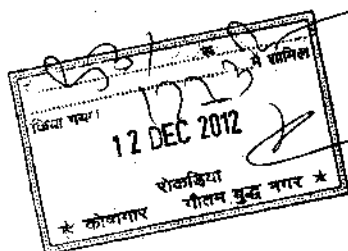
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PLOT NO. GH-02 B SEC-12, GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR, U.P.

प्रेमदास (पञ्चम-विहारी)
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LESSOR

For Intellectual Project LESSEE





उत्तर प्रदेश UTTAR PRADESH

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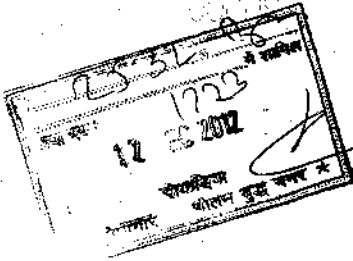
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PLOT NO. GH-02 F, SEC-12, GREATER NOIDA, DISTRICT GAUTAM BUDH NAGAR, U.P.

LESSOR

For Intellect Projects Pvt. Ltd.

LESSEE

Authorised Signatory



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पृष्ठ 1/10

LEASE DEED

This Lease Deed made on 14th day of December 2012 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. 6 of 1976) hereinafter called the Lessor (which expression shall unless the context does not so admit, include its successors, assigns) of the **One Part** and **M/s. INTELLECT PROJECTS PRIVATE LIMITED**, a company (SPC) within the meaning of Companies Act, 1956, having its registered office at A-47, Lower Ground Floor, Hauz khas, New Delhi-110016 through its Authorised Signatory Sh. Kamal Singh Rauthan S/o. Sh. S.S. Rauthan R/o. 21B, Pocket B-5, Mayur Vihar Phase-III, Delhi-110096 duly authorized by its Board of Directors vide Resolution dated 20.11.2012 (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 -

1. BHUMIPUTRA (INDIA) LIMITED-LEAD MEMBER
2. GAURSONS INFRATECH PRIVATE LIMITED-RELEVANT MEMBER

the plot NO. GH-02, SECTOR-12, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-05/2010-11/445 dated 25.03.2011 and Allotment Letter No.PROP./BRS-05/2010-11/459 dated 30TH 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.	BHUMIPUTRA (INDIA) LIMITED	95%	Lead Member
2.	GAURSONS INFRATECH PRIVATE LIMITED	05%	Relevant Member

For Intellect Projects Pvt. Ltd.

Authorised Signatory
LESSEE I

LESSOR

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

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. Bhumi Putra (India) Limited** has approached to the Lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl. No.	Plot No./ Sector	As per allotment sub divided area (in sq.m.)	Area as per lease plan (in sq.m.)	Name of member	Status
1.	GH-2A, Sec-12	27122	29002	M/s. Shubhkamna Buildwell & Estates Pvt. Ltd. (SPC of M/s. Bhumi Putra (India) Ltd. - Lead Member & M/s. Gaursons Infra Tech Pvt. Ltd. - Relevant Member)	SPC
2.	GH-2B, Sec-12	16832	18000	M/s. S.A.G. Realtech Pvt. Ltd. (SPC of M/s. Bhumi Putra (India) Ltd. - Lead Member & M/s. Gaursons Infra Tech Pvt. Ltd. - Relevant Member)	SPC
3.	GH-2C, Sec-12	14025	14998	M/s. Cinnamon Buildtech Pvt. Ltd. (SPC of M/s. Bhumi Putra (India) Ltd. - Lead Member & M/s. Gaursons Infra Tech Pvt. Ltd. - Relevant Member)	SPC
4.	GH-2D, Sec-12	11689	12500	M/s. Enchant Infrastructure Pvt. Ltd. (SPC of M/s. Bhumi Putra (India) Ltd. - Lead Member & M/s. Gaursons Infra Tech Pvt. Ltd. - Relevant Member)	SPC
5.	GH-2E, Sec-12	16832	18000	M/s. Intellect Project Pvt. Ltd. (SPC of M/s. Bhumi Putra (India) Ltd. - Lead Member & M/s. Gaursons Infra Tech Pvt. Ltd. - Relevant Member)	SPC

Whereas the said registered consortium has given an undertaking dated 12.12.2012 (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 vide letter No. Builders/BRS-05-2010-11/781, dated 10.12.2012 and name and status of **M/s. INTELLECT PROJECTS PRIVATE LIMITED**, 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-2E, Sector- 12**, Greater Noida measuring **16832 Sq.mtr** (as per lease plan actual Area **18000 square metre**) is being leased through this lease deed.

AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that **M/s. INTELLECT PROJECTS PRIVATE LIMITED, (Lessee)** having its registered office at A-47, Lower Ground Floor, Hauz khas, New Delhi-110016 shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No. **GH-2E, Sector- 12** 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

LESSOR

प्रबंधक (विल्डर्स)
मेटर नौएडा प्राधिकरण

LESSEE 2

For Intellect Projects Pvt. Ltd.

Authorised Signatory

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.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of the **18000 sq.m. is Rs. 20,72,70,000.00** (Rupees Twenty Crore Seventy Two Lac Seventy Thousand only) out of which approx 10% **Rs. 3,28,31,568.00** which have been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge). The balance approx 90% premium i.e. **Rs. 17,44,38,432.00** 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 (Paid)	30.09.2011	0	10466306	10466306	174438432.00
Instalment No.2 (Paid)	30.03.2012	0	10466306	10466306	174438432.00
Instalment No.3	30.09.2012	0	10466306	10466306	174438432.00
Instalment No.4	30.03.2013	0	10466306	10466306	174438432.00
Instalment No.5	30.09.2013	10902402	10466306	21368708	163536030.00
Instalment No.6	30.03.2014	10902402	9812162	20714564	152633628.00
Instalment No.7	30.09.2014	10902402	9158018	20060420	141731226.00
Instalment No.8	30.03.2015	10902402	8503874	19406276	130828824.00
Instalment No.9	30.09.2015	10902402	7849729	18752131	119926422.00
Instalment No.10	30.03.2016	10902402	7195585	18097987	109024020.00
Instalment No.11	30.09.2016	10902402	6541441	17443843	98121618.00
Instalment No.12	30.03.2017	10902402	5887297	16789699	87219216.00
Instalment No.13	30.09.2017	10902402	5233153	16135555	76316814.00
Instalment No.14	30.03.2018	10902402	4579009	15481411	65414412.00
Instalment No.15	30.09.2018	10902402	3924865	14827267	54512010.00
Instalment No.16	30.03.2019	10902402	3270721	14173123	43609608.00
Instalment No.17	30.09.2019	10902402	2616576	13518978	32707206.00
Instalment No.18	30.03.2020	10902402	1962432	12864834	21804804.00
Instalment No.19	30.09.2020	10902402	1308288	12210690	10902402.00
Instalment No.20	30.03.2021	10902402	654144	11556546	0.00

LESSOR

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

LESSEE
For Intellect Projects Pvt. Ltd.

Authorised Signatory

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.

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

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

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


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

A. EXTENSION OF TIME

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

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that sub divided plot of land numbered as Builders Residential / Large Group Housing (Sub Divided)

LESSOR


प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

LESSEE 4


For Intellect Projects Pvt. Ltd.
Authorised Signatory

Plot No. GH-2E, SECTOR-12, GREATER NOIDA Distt. Gautam Budh Nagar (U.P.) contained by measurement **18000 Sq. mtrs.** be the same a little more or less and bounded:

On the North by	:]	As per Lease Plan attached
On the South by		
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 **14th day of December 2012** except and always reserving to the Lessor.

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

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

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
 - (i) Lessee has paid **Rs. 20,72,700.00** as annual lease rent being 1% of the plot premium.
 - (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
 - (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
 - (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.

LESSOR

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

LESSEE 5

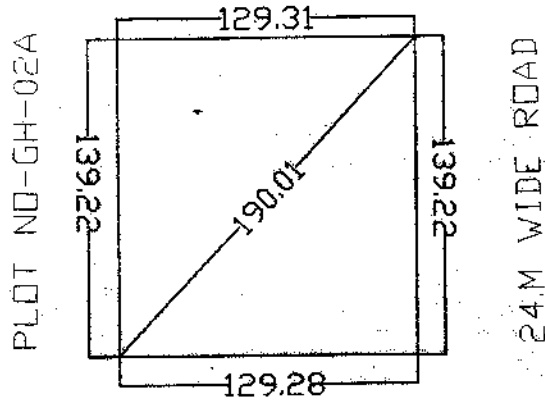
For Intellect Projects Pvt. Ltd.

Authorised Signatory

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PLOT NO-GH-02E

PLOT NO-GH-02D



24.M WIDE ROAD

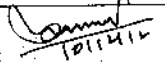
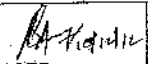








COMMERCIAL BELT

प्रत्यक्ष (विर्चुस)
ग्रेटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.

Authorised Signatory

AREA-18000.00 SQM

POSSESSION TAKEN OVER		POSSESSION HANDED OVER		
LEASE PLAN OF PLOT NO-GH-02E SECTOR-12 GREATER NOIDA	PROJ. DEPTT.	 ASST. MANAGER	 MANAGER	 SR. MANAGER
	LAND DEPTT.	 LEKHPAL	 N. TEHSILDAR	 TEHSILDAR
	LAW DEPTT.	A.L.O. 	 MANAGER	
	PLNG. DEPTT.	 SR. DRAFTSMAN		 SR. EXECUTIVE MGR



GREATER NOIDA INDUSTRIAL

DEVELOPMENT AUTHORITY

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

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- (v) The Lessee has to pay lease rent equivalent to 11 years @1% p.a. (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 time by the Lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/sub Lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing/flats/plots. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.
- Such allottee/sub Lessee should be citizen of India and competent to contract.
 - Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
 - 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

LESSOR

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For Intellect Projects Pvt Ltd.

Authorised Signatory

LESSEE 6

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 from 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 processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.
- i) Every transfer done by the Lessee shall have to be registered before the physical possession of the flat/plot is handed over.
- j) Except otherwise without obtaining the completion certificate, the Lessee shall have option to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer

LESSOR

प्रबंधक (बिल्डिंग)
ग्रेटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.

Authorised Signatory

LESSEE 7

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 prevailing 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.
3. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
 - For first year the penalty shall be 4% of the total premium.
 - For second year the penalty shall be 6% of the total premium.

For Intellect Projects Pvt. Ltd.

Authorised Signatory

LESSEE 8

LESSOR

प्रबंधक (बिल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

- For third year the penalty shall be 8% of the total premium.
 - Extension for more than three years, normally will not be permitted.
4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
 5. There shall be total liberty at the part of allottee /Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development. The F.A.R. earmarked for commercial/Institutional use would be admissible but the allottee /Lessee may utilize the same for residential use as per their convenience.
 6. The allottee /Lessee may implement the project in maximum **five phases** and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly enabling them to do phase-wise marketing.

MORTGAGE


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

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

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


TRANSFER OF PLOT

LESSOR


प्रबंधक (विल्डिंग)
ग्रेटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.




Authorized Signatory

LESSEE 9

1. Without obtaining the completion certificate the Lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties with the prior approval of LESSOR on payment of transfer charges prevailed at that time. However, the area of each of such sub-divided plots should not be less than 10,000 sq.mtrs. However, individual flat/plot will be transferable with prior approval of the LESSOR as per the following conditions :-

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

MISUSE, ADDITIONS, ALTERATIONS ETC.

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

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.

LESSOR

प्रबंधक (विल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.

Authorised Signatory
LESSEE 10

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

LIABILITY TO PAY TAXES

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

OVERRIDING POWER OVER DORMANT PROPERTIES

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

MAINTENANCE

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. That the Lessee shall have to plan a maintenance program 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

LESSOR

प्रबंधक (विल्डिंग)
ग्रेटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.

LESSEE 11

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:-

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


OTHER CLAUSES

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

LESSOR

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.


Authorized Signatory

LESSEE 12

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

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

LESSOR

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For Intellectual Projects Part 1 & 2

Authorised Signatory
LESSEE 13

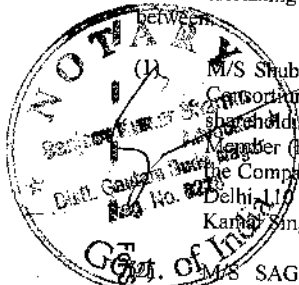


उत्तर प्रदेश UTTAR PRADESH

BE 080721

Undertaking

This Undertaking is signed and executed on this the 12th day of December, 2012 at Greater Noida between



M/S Shubhkamna Buildwell & Estate Private Limited (SPECIAL PURPOSE COMPANY) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member (having 95% shareholding in consortium) and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its registered office at 197-E, Pocket-IV, Mayur Vihar Phase-I, Delhi-110 091 (hereinafter referred to as "SHUBHKAMNA") represented through its Shri Kamal Singh Rauthan (Authorized Signatory) of the Company.

M/S SAG Realtech Private Limited (SPECIAL PURPOSE COMPANY) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member (having 95% shareholding in consortium) and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its registered office at 65, Shrestha Vihar, Delhi - 110092 (hereinafter referred to as "SAG") represented through its Shri Kamal Singh Rauthan (Authorized Signatory) of the Company.

M/S Cinnamon Buildtech Private Limited (SPECIAL PURPOSE COMPANY) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member (having 95% shareholding in consortium) and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its Regd. office at 1450/2, East Jyoti Nagar, New Delhi-110 093 (hereinafter referred to as "CINNAMON") represented through its Shri Kamal Singh Rauthan (Authorized Signatory) of the Company.

for SAG Realtech Private Limited
Authorized Signatory

for Cinnamon Buildtech Private Limited
प्रबंधक (बिल्डिंग)
ग्रेटर नोएडा प्राधिकरण
Authorized Signatory

for Enchant Infrastructure Pvt. Ltd.
Authorized Signatory
for Intellect Projects Pvt. Ltd.
Authorized Signatory

- 4) M/S Enchant Infrastructure Private Limited (SPECIAL PURPOSE COMPANY) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member (having 95% shareholding in consortium) and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its Regd. office at 211, Triveni Complex, E-10, Laxmi Nagar, Delhi-110092 acting (hereinafter referred to as "ENCHANT") represented through its Shri Kamal Singh Rauthan (Authorized Signatory) of the Company.
- (5) M/S Intellect Projects Private Limited (SPECIAL PURPOSE COMPANY) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member (having 95% shareholding in consortium) and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member (having owning 5% shareholding in consortium) incorporated under the provisions of the Companies Act, 1956 having its registered office at A-47, Lower Ground Floor, Hauz Khas, New Delhi-110 016 (hereinafter referred to as "INTELLECT") represented through its Shri Kamal Singh Rauthan (Authorized Signatory) of the Company.

AND SHUBHKAMNA, SAG, CINNAMON, ENCHANT & INTELLECT are here-in-after collectively called, "**EXECUTANTS**".

WHEREAS in response to the invitation for bid in the BRS-05/2010-11 (Scheme Code) scheme of the Builders Residential/ Large Group Housing Plots floated by the Greater Noida Industrial Development Authority (hereinafter referred to as the GNIDA), the consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member (name of Company/consortium) submitted their bid for allotment of Plot No. GH-02, Sector-12, Greater Noida admeasuring 92500 Sq. Mtr. And agreed to abide by all the terms and conditions set out in the brochure of the scheme.

AND WHEREAS the GNIDA vide letter bearing No. PROP/BRS-05/2010-11/459 dated 30.03.2011 allotted Plot No. GH-02, Sector-12, Greater Noida having an area of 92500 square meter in favor of the 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 Member agreed amongst themselves that as permissible under clause C-8 of the brochure of the scheme, the above said plot may be sub divided and the Lease Deed of the sub divided plots be executed in favor of following Special Purpose companies of Consortium and a request letter dated 07-12-2012 was addressed to GNIDA in this regard.

AND WHEREAS the request of the consortium member as contained in the said letter dated 07-12-2012 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 10-12-2012, including submission of an undertaking and approved to execute lease deed in the following manner:

a) Plot No. GH-02/A, Sector-12, Greater Noida admeasuring 29002 Sq. Mtr. in favor of M/s. Shubhkamna Buildwell & Estates Private Limited,

b) Plot No. GH-02/B, Sector-12, Greater Noida admeasuring 18000 Sq. Mtr. in favor of M/s. SAG Realtech Private Limited.

For SAG Realtech Private Limited

For Cinnamon Politech Private Limited Enchant Infrastructure Pvt. Ltd.

Authorized Signatory

महेश्वर (वि.व.स.)
ग्रेटर नोएडा प्राधिकरण

Authorized Signatory

Authorized Signatory 2

For Intellect Projects Pvt. Ltd.

Authorized Signatory

- c) Plot No.- GH-02/C, Sector-12, Greater Noida admeasuring 14998 Sq. Mtr. in favour of M/s. Cinnamon Buildtech Private Limited,
- d) Plot No. GH-02/D, Sector-12, Greater Noida admeasuring 12500 Sq. Mtr. in favour of M/s. Enchant Infrastructure Private Limited and
- e) Plot No. GH-02/E, Sector-12, Greater Noida admeasuring 18000 Sq. Mtr. in favour of M/s. Intellect Project Private Limited.

NOW, THEREFORE, THIS UNDERTAKING WITNESSES AS UNDER:-

1. That, we the Executants (Special Purpose Companies) of Consortium consisting of M/S BHUMIPUTRA (INDIA) LTD., Lead Member and M/S GAURSONS INFRATECH PVT. LTD., Relevant Member) do hereby agree that, the execution of Lease Deed of an area of 29002 Sq. Mtr. in favour of Shubhkamna, 18000 Sq. Mtr. in favor of SAG, 14998 Sq. Mtr. in favour of Cinnamon, 12500 Sq. Mtr. in favor of Enchant and 18000 Sq. Mtr. in favor of Intellect, shall make respective executant liable for the due compliance of all the terms and conditions for the area mentioned in the respective lease deed and any breach of the above aforesaid, by one of us, shall constitute breach also by the respective executant and thereby empower the GNIDA to take action against the respective executant.

2. That each of us jointly and severally agree that this undertaking shall form part of Lease Deeds to be executed and necessary clause(s) to this effect shall be stipulated in the lease deeds to be executed.

3. That any breach of the conditions set out in this undertaking shall render the permission granted in principle wide GNIDA's letter dated 10-12-2012 withdrawn in case Lease Deed has been executed, then 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 the respective lease deed to be executed.

4. 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 consortium till the completion Certificate of at least one phase of the project is obtained from GNIDA.

5. That each of the signatory on behalf of all SPCs have been duly authorized by their respective Board of Directors to submit this Undertaking. A copy of Bord Resolution in favour of each of the signatory is being annexed as annexure 'A', Annexure 'B', Annexure 'C', Annexure 'D' and Annexure 'E' to this Undertaking and the same shall be deemed to be part of this Undertaking.

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

For Sag Realtech Private Limited

For Cinnamon Buildtech Private Limited

For Enchant Infrastructure Pvt. Ltd.

Authorized Signatory

प्रबंधक (विकास)
ग्रेंडर नौएडा प्राधिकरण

Authorized Signatory

Authorized Signatory

For Intellect Projects Pvt. Ltd.

Authorized Signatory

IN WITNESSES WHEREOF all of the executants have affixed their signatures in the presence of each other's on the date first mentioned above.

For Shubhkamna Buildwell & Estate Pvt. Ltd.
For Shubhkamna Buildwell & Estate Pvt. Ltd.

Authorized Signatory
Authorized Signatory

For Sak Reconstruct Private Limited
for Sak Reconstruct Private Limited

Authorized Signatory
Authorized Signatory

For Chawmon Buildwell Private Limited
For Chawmon Buildwell Private Limited

Authorized Signatory

Authorized Signatory

For Enchant Infrastructure Pvt. Ltd.

For Enchant Infrastructure Pvt. Ltd.

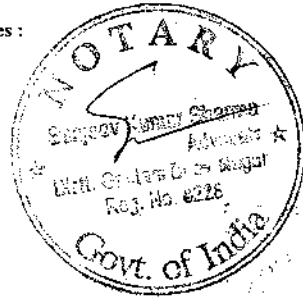
Authorized Signatory
Authorized Signatory

For Intellect Projects Private Limited
M/s Intellect Project Private Limited

Authorized Signatory
Authorized Signatory

Witnesses :

1.



ATTESTED

Sanjeev Kumar Sharma
Advocate, Distt. Gwalior B. Nagar
Reg. No. 6226
Distt. Gwalior B. Nagar

2.

प्रमाणक (किर्दिस)
ग्रेटर नौएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.

Authorized Signatory

Annexure - A

SHUBHKAMNA BUILDWELL & ESTATES PRIVATE LIMITED

Regd. Office : 197-E, Pocket-IV, Mayur Vihar Phase-I, Delhi-110 091

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE ON 20TH NOVEMBER, 2012

"Resolved that the Company will take over the Assests and Liabilities of the Group Housing Plot No. GH-02/A, Sector-12, Greater Noida Distt. Gautam Budh Nagar, U.P. area measuring 29002 sq. mtrs. from the Original Consortium Members allotted to them vide Allotment Letter No. PROP/BRS-05/2010-11/459 dated 30.03.2011."

"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the Company be and is hereby authorized to represent the Company before Greater Noida Industrial Development Authority."

"And further resolved that the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of land and to comply with all the formalities for and incidental thereto."

For Shubhkamna Buildwell & Estates Pvt. Ltd.
Shubhkamna Pvt. Ltd.

Director

प्रबंधक (बिल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

For Intellect Project

Authorised Signat.

Annexure - B

S.A.G. REALTECH PRIVATE LIMITED

65, SHRESTHA VIHAR, DELHI - 110092

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE AT 65, SHRESTHA VIHAR, DELHI - 110092 ON 20TH NOVEMBER, 2012

"Resolved that the Company will take over the Assests and Liabilities of the Group Housing Plot No. GH-02/B, Sector-12, Greater Noida Distt. Gautam Budh Nagar, U.P. area measuring 18000 sq. mtrs. from the Original Consortium Members allotted to them vide Allotment Letter No. PROP/BRS-05/2010-11/459 dated 30.03.2011."


"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the Company be and is hereby authorized to represent the Company before Greater Noida Industrial Development Authority."

"And further resolved that the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of land and to comply with all the formalities for and incidental thereto."

~~For SAG Realtech Private Limited~~
For SAG Realtech Private Limited.


Authorized Signatory

Authorized Signatory


प्रबंधक (बिल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.


Authorised Signatory

Annexure - C

CINNAMON BUILDTECH PRIVATE LIMITED

Regd office : 1450/2 East Jyoti Nagar, New Delhi-110093

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE ON 20th NOVEMBER, 2012.

"Resolved that the Company will take over the Assests and Libilities of the Group Housing Plot No. GH-02/C, Sector-12, Greater Noida Distt. Gautam Budh Nagar, U.P. area measuring 14998 sq. mtrs. from the Original Consortium Members allotted to them vide Allotment Letter No. PROP/BRS-05/2010-11/459 dated 30.03.2011."

"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the Company be and is hereby authorized to represent the Company before Greater Noida Industrial Development Authority."

"And further resolved the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of land and to comply with all the formalities for and incidental thereto."

For Cinnamon Builtech Private Limited
For Cinnamon Buildtech Private Limited

Authorized Signatory

Authorized Signatory

प्रबंधक (विल्डर्स)
ग्रैंटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.

Authorised Signato

Annexure-D

INTELLECT PROJECTS PRIVATE LIMITED

REGISTERED OFFICE:- A-47, LOWER GROUND FLOOR, HAUZ KHAS, NEW DELHI-110016

Certified true copy of resolution passed at the meeting of the board of directors of the company held at its registered office on 20th November, 2012 at 11.00 A.M

"Resolved that the company will take over the Assets and liabilities of the Group Housing plot No. GH-02/E, Sector-12, Greater Noida Distt. Gautam Budh Nagar, U.P.

"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the company be and is hereby authorized to represent the company before Greater Noida Industrial Development Authority.

"Further Resolved that the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of the land and to comply with all the formalities for and incidental thereto."

For Intellect Projects Private Limited

For INTELLECT PROJECTS PVT. L. D.

Sanjeev Mittal
(Director)

Director

प्रबंधक (विल्डस)
ग्रैंटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.

Authorized Signatory

Annexure - E

Enchant Infrastructure Private Limited

Regd. Office : 211, Triveni Complex, E-10, Laxmi Nagar, Delhi-110 092.

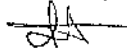
CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT ITS REGISTERED OFFICE AT 211, TRIVENI COMPLEX, E-10, LAXMI NAGAR, DELHI - 110092 ON 20TH NOVEMBER, 2012

"Resolved that the Company will take over the Assets and Liabilities of the Group Housing Plot No. GH-02/D, Sector-12, Greater Noida Distt. Gautam Budh Nagar, U.P. area measuring 12500 sq. mtrs. from the Original Consortium Members allotted to them vide Allotment Letter No. PROP/BRS-05/2010-11/459 dated 30.03.2011."

"Further Resolved that Mr. Kamal Singh Rauthan, Authorized Signatory of the Company be and is hereby authorized to represent the Company before Greater Noida Industrial Development Authority."

"And further resolved that the Mr. Kamal Singh Rauthan is also authorized to execute the Lease Deed and to take possession of the said plot of land and to comply with all the formalities for and incidental thereto."

For Enchant Infrastructure Private Limited.



Authorized Signatory

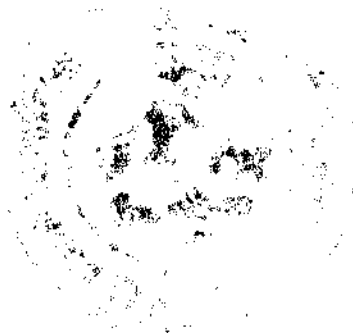
Authorized Signatory

प्रबंधक (सिटीएस)
ग्रेटर नोएडा प्राधिकरण

For Intellect Projects Pvt. Ltd.



Authorised Signatory



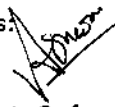


IN WITNESS WHEREOF the parties have see their hands on the day and in the year herein first above written.

In presence of:


Witnesses:

1.



Ashwani Gupta
S/o SH. J. K. Gupta
R/o 28 Shorac Vikar
Delhi - 110092


For and on behalf of LESSOR

2.



Anurag Kumar
R/o 28, Gurgaon, Noida
Delhi - 92


For and on behalf of LESSEE


प्रबंधक (बिल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

LESSOR

For Intellect Projects Pvt. Ltd.


Authorised Signatory

LESSEE 14


आज दिनांक 14/12/2012 को

बही सं. 1 जिल्द सं. 12194

पृष्ठ सं. 65 से 1,732 पर क्रमांक 24295

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

14/12/2012

