

I-6163/2011

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY
RUPEES



MUKESH KUMAR SHARMA

B.Com., LL.B. Advocate

Sub Registrar Campus
Greater Noida



INDIA
ON



MUKESH KUMAR SHARMA

B.Com., LL.B. Advocate

Sub Registrar Campus
Greater Noida

15AA 173261

Stamp Duty Paid in Cash Certificate in favour of

C-42 Sec-2, Noide

In Pursuance of the order of the Collector

Noted. Dated 31/3/11. Passed under

section 10-A of the Stamp Act. It is certified that

an amount of Rs. 316,96,000/-

(In words Rs. Three crore sixteen lac ninety six

thousand only)

has been Paid in Cash as stamp Duty in Respect

of this Instrument in the State Bank of India

Treasury/Sub Treasury of

by Challan No. 11/0000 Dated 31/3/11

a Copy of Which is annexed herewith.

Date 31.3.2011

Officer-in-Charge

Treasury

Gautam Budh Nagar

प्रबन्धक बिल्डर्स

ग्रेटर नोएडा प्राधिकरण

Habitech Infrastructure Ltd.
Formerly V.A. Sapretech Builders Pvt. Ltd.

Signature

नं. 50/ रु. 21/ में शामिल
किया गया।
31 MAR 2011
रोकड़िया
★ कोषागार/गौतम बुद्ध नगर ★

M/s Habi FeCL Infrastructure Ltd.
C-42 Sec-2 Noich



LEASE DEED

This Lease Deed made on **1st** day of **April, 2011** between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) having its corporate office at 169, Chitvan Estate, Sector Gamma-II, Greater Noida Dist. G.B. Nagar, U.P. 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 Habitech Infrastructure Limited**, a company within the meaning of Companies Act, 1956, having its registered office at **139-A, Pocket-C, Mayur Vihar Phase-II, New Delhi-110091** and its head office at C-42, Sector-2, **NOIDA District Gautam Budh Nagar (U.P.)** through its Director Mr. Sanjeev Kumar S/o Late Shri Onkar Singh R/o E-71, Sector-39, NOIDA District Gautam Budh Nagar (U.P.) duly authorized by its Board of Directors vide Resolution dated 21st March 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 to the CONSORTIUM CONSISTING OF -

- M/s VA Supertech Builders Pvt.Ltd.
- M/s Shreshtha Estates Pvt.Ltd.
- M/s Omkar Nests Pvt. Ltd.
- Mr. Vipin Sahni
- M/s ATS Infrastructure Ltd.

the plot NO. GH-08, SECTOR-TECHZONE-IV, GREATER NOIDA, area 86037 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-03/2010/1667 dated 23.07.2010 and Allotment Letter No.PROP/BRS-03/2010/1732 dated 18TH AUGUST 2010 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-03/2010). The registered consortium consists of following :-

LESSOR

प्रबंधक बिल्डर्स

नौर नौरा प्राधिकरण

Habitech Infrastructure Ltd.
Formerly VA Supertech Builders Pvt. Ltd.

LESSEE

Director

पट्टा विलेख

(90 वर्ष)

81,126,000.00

10,000.00

50 10,050.00

2,500

प्रतिफल

मालियत

आगत वार्षिक किया

फीम रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री

श्री 0 हेवीटैक इन्फ्रा0 लि0 द्वारा संजीव कुमार

पुत्र श्री

स्व0 ओंकार सिंह

व्यवसाय

निवासी

ई-71 से-39 नौएडा जिला जी बी नगर

अस्थायी पना

ई-71 से-39 नौएडा जिला जी बी नगर

ने यह लेखपत्र हम कार्यालय में

दिनांक 2/4/2011

समय 2:00PM

यत्र निबन्धन हेतु पत्र किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राज बहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

2/4/2011

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

पट्टा दाता

पट्टा गृहीता

श्री संजीव शर्मा

प्रतिनिधि प्रे0नो0ओ0वि0प्रा0द्वारा संतोष कुमार

प्र0सं0

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी

श्री 0 हेवीटैक इन्फ्रा0 लि0 द्वारा संजीव कुमार

पुत्र श्री स्व0 ओंकार सिंह

पेशा

निवासी ई-71 से-39 नौएडा जिला जी बी नगर



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री भूपेन्द्र सिंह

पुत्र श्री एस पी सिंह

पेशा

निवासी एच-168/4 गामा-02 ग्रेटर नौएडा

व श्री रणधीर सिंह

पुत्र श्री चन्द्र

पेशा

निवासी एच-168/4 गामा-02 ग्रेटर नौएडा

ने की।

पन्थश्रनः भट गाक्षियों के निजान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राज बहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर



S.No.	Name of member	Shareholding	Status
1.	M/s Habitech Infrastructure Ltd. (formerly known as M/s VA Supertech Builders Pvt.Ltd.)	45.83%	Lead Member
2.	M/s Panchtatva Promoters Pvt.Ltd.	27.35%	Relevant Member
3.	M/s Omkar Nests Pvt.Ltd.	26.82%	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 Habitech Infrastructure Ltd. (formerly known as M/s VA Supertech Builders Pvt.Ltd.)** 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:-

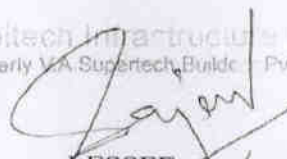
Sl. No.	Plot No.	Sector	Sub Divided area (in sq.m.)	Name of lead / relevant member	Status
1.	GH-08A	Techzone-IV	41509.00	M/s Habitech Infrastructure Ltd.	Lead/relevant Member
2.	GH-08B	Techzone-IV	24288.00	M/s Omkar Nests Pvt.Ltd.	Relevant Member
3.	GH-08C	Techzone-IV	20240.00	M/s Panchtatva Promoters Pvt.Ltd. (SPC of M/s Shreshtha Estates Pvt.Ltd. and M/s ATS Infrastructure Pvt.Ltd.	Special Purpose Company

Whereas the said registered consortium has given an undertaking dated 31st March 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 Habitech Infrastructure Ltd. (formerly known as VA Supertech Builders 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-08A, Sector-Techzone - IV, Greater Noida


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ग्रेटर नोएडा प्राधिकरण
LESSOR

2


Habitech Infrastructure Ltd.
Formerly VA Supertech Builders Pvt. L.
LESSEE

पट्टा दाता

Registration No.: 6163

Year: 2011

Book No.: 1

0101 संजीव शर्मा प्रतिनिधि ये0नो0ओ0वि0प्रा0द्वारा संतोष कुमार प्र

नीकरी



measuring 41509.00 square metre vide letter No. Prop./Builders/ 2011/467 dated 31st March 2011.

AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that **M/s Habitech Infrastructure Limited (Lessee)** having its registered office at **139A, Pocket-C, Mayur Vihar Phase-II, New Delhi-110091** shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No.GH-08A, Sector-Techzone-IV, Greater Noida and lessee shareholding shall remain unchanged till the occupancy / completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Lessee will be allowed to Transfer/Sell up to 49% of its shareholding, subject to the conditions that the original Shareholders as indicated above (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

And it has been represented to the lessor that lessee shall solely develop the project on the demarcated/sub divided Builders Residential/Group Housing Plot No.GH-08A, Sector Techzone-IV, Greater Noida measuring an area 41509.00 sq.m.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of the 41509.00 sq.m. of Rs. 47,98,44,040.00 (Rupees Forty Seven Crore Ninety Eight Lac Forty Four Thousand Forty only) out of which 10% Rs. 47984404.00 (Rs. Four Crore Seventy Nine Lac Eight Four Thousand Four Hundred Four only) which have been paid by the Lessee to the Lessor alongwith Instalment No.1 as mentioned in the belowmentioned table has also paid on account of interest (the receipt whereof the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly installments. After expiry of moratorium period, the balance 90% premium i.e. Rs. 431859636.00 (Rs. Forty Three Crore Eighteen Lac Fifty Nine Thousand Six Hundred Thirty Six Only) of the plot along with interest will be paid in 16 half yearly installments in the following manner :-

LESSOR

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

3

Habitech Infrastructure
Formerly V.A. Supertech Builders Pvt. L.

LESSEE

पट्टा गृहीता

Registration No. : 6163

Year : 2011

Book No. : 1

0201 मै0 हेवीटैक इन्फ्रग0 लि0 द्वारा संजीव कुमार

स्व0 ओंकार सिंह

ई-71 से-39 नीएडा जिला जी बी नगर



Due date	Head	Premium	Interest	Total amount of Instalment	Balance Premium
		Balance 90% premium			431859636
18.2.2011	Instalment No. 1 (PAID)	0.00	25911578.00	25911578.00	431859636.00
18.8.2011	Instalment No. 2	0.00	25911578.00	25911578.00	431859636.00
18.2.2012	Instalment No. 3	0.00	25911578.00	25911578.00	431859636.00
18.8.2012	Instalment No. 4	0.00	25911578.00	25911578.00	431859636.00
18.2.2013	Instalment No. 5	26991227.00	25911578.00	52902805.00	404868409.00
18.8.2013	Instalment No. 6	26991227.00	24292105.00	51283332.00	377877182.00
18.2.2014	Instalment No. 7	26991227.00	22672631.00	49663858.00	350885955.00
18.8.2014	Instalment No. 8	26991227.00	21053157.00	48044384.00	323894728.00
18.2.2015	Instalment No. 9	26991227.00	19433684.00	46424911.00	296903501.00
18.8.2015	Instalment No. 10	26991227.00	17814210.00	44805437.00	269912274.00
18.2.2016	Instalment No. 11	26991227.00	16194736.00	43185963.00	242921047.00
18.8.2016	Instalment No. 12	26991227.00	14575263.00	41566490.00	215929820.00
18.2.2017	Instalment No. 13	26991227.00	12955789.00	39947016.00	188938593.00
18.8.2017	Instalment No. 14	26991227.00	11336316.00	38327543.00	161947366.00
18.2.2018	Instalment No. 15	26991227.00	9716842.00	36708069.00	134956139.00
18.8.2018	Instalment No. 16	26991227.00	8097368.00	35088595.00	107964912.00
18.2.2019	Instalment No. 17	26991227.00	6477895.00	33469122.00	80973685.00
18.8.2019	Instalment No. 18	26991227.00	4858421.00	31849648.00	53982458.00
18.2.2020	Instalment No. 19	26991227.00	3238947.00	30230174.00	26991231.00
18.8.2020	Instalment No. 20	26991227.00	1619474.00	28610701.00	0.00

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.

प्रबंधक बिल्डर्स
LESSOR प्राधिकरण

LESSSEE

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.

B. 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 Group Housing Plot **No.GH-08A, SECTOR-TECH ZONE-IV, GREATER NOIDA** Distt. Gautam Budh Nagar (U.P.) contained by measurement **41509 Sq. mtrs.** be the same a little more or less and bounded:

On the North by
On the South by
On the East by
On the West by

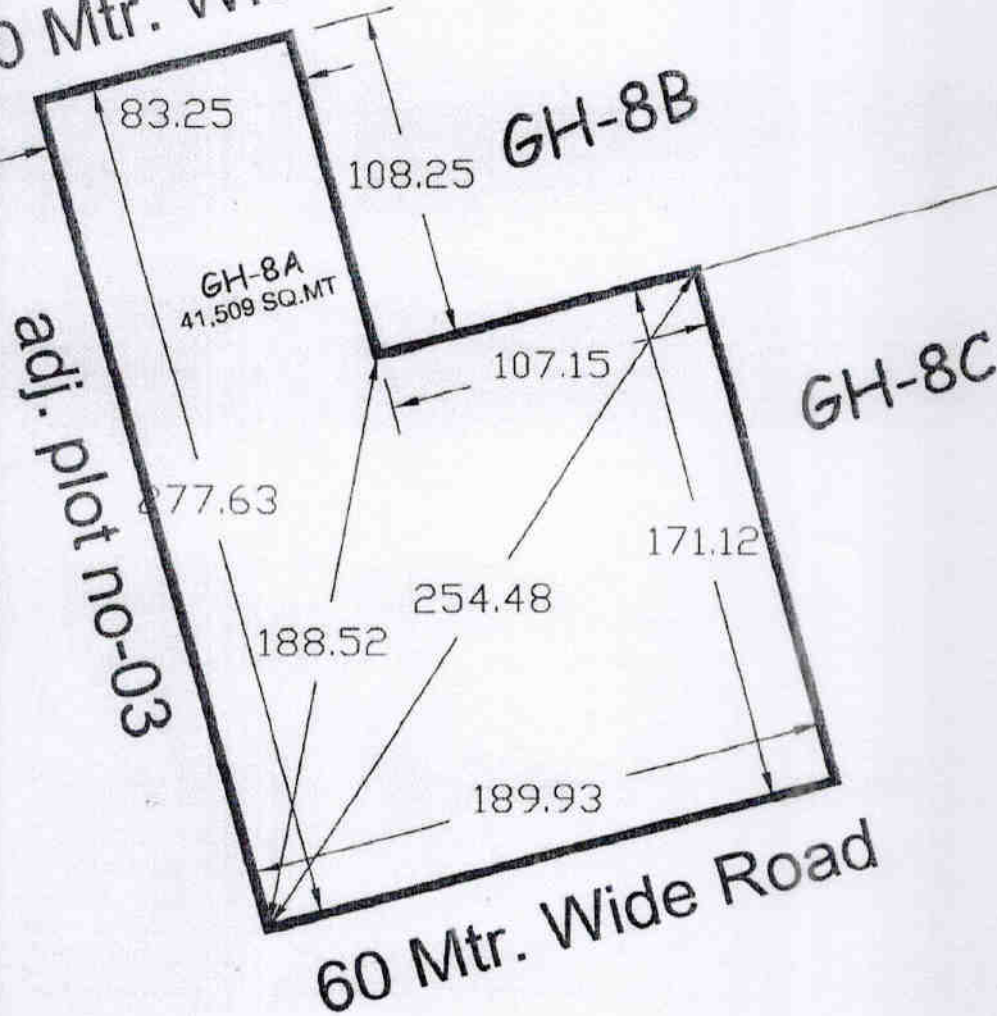


As per Lease Plan attached

LESSOR
ग्रँटर नॉरडा प्राधिकरण

LESSEE

30 Mtr. Wide Road



AREA=41509.00 SQM

GN-

प्रबन्धक-विलडर्स
ग्रेटर नोएडा प्राधिकरण

SIGN-

[Signature]



POSSESSION TAKEN OVER

POSSESSION HANDED OVER

LEASE PLAN FOR

PLOT NO-GH-08A
OF SECTOR-
techzone-Q4
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

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 **1ST DAY OF APRIL 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.
- 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.

C. 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. 47,98,441.00** (Rs. Forty Seven Lac Ninety Eight Thousand Four Hundred Forty One only) 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.
 - (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
 - (v) The Lessee has to pay lease rent equivalent to 11 years @1% p.a. (total 11%) of the premium of the plot as "One Time Lease Rent" phasewise

प्रबन्धक बिल्डर्स
LESSOR

Madhatech Infrastructure Pvt. Ltd.
Pannery V & Supertech Builders Pvt. Ltd.
LESSEE

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


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण
LESSOR


Formerly V.A. Super Tech Builders Pvt. Ltd.
LESSEE

D. EXECUTION OF SUB LEASE DEED

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.

प्रबन्धक बिल्डर्स
लेसॉर नोएडा प्राधिकरण

Formerly V.A. Soperbach Builders Pvt. Ltd.

LESSEE

- 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 upto 31.03.2011, or as decided by the Lessor, to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 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.

E. NORMS OF DEVELOPMENT

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

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

E. CONSTRUCTION

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

LESSOR

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ग्रेटर नोएडा प्राधिकरण

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Habitech Infrastructure Pvt. Ltd.
Formerly V.A. Suprtech Builders Pvt. Ltd.

LESSEE

The process of allowing 1% of total permissible FAR for convenient shopping on a Group Housing plot (instead of present 0.75% of the total plot area) is in progress. His increase shall be allowed on the plots to be allotted under this scheme but the maps for the same shall be approved by the GNIDA only after approval of State Government to this amendment.

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

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

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

F. 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

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LESSOR
LESSEE

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.

G. TRANSFER OF PLOT

1. Without obtaining the completion certificate the Lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties upto 31.03.2011, or as decided by the Lessor, with the prior approval of LESSOR on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub-divided plots should not be less than 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.

LESSOR

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मैटर नोएडा प्राधिकरण

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Habitech Infrastructure Pvt. Ltd.
Formerly V.A. Super Tech Builders Pvt. Ltd.

LESSEE

- (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.

H. 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.

I. 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.

LESSOR

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ग्रेटर नोएडा प्राधिकरण

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LESSEE

J. 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.

K. 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

LESSOR

LESSEE

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.

L. 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.

M. 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

LESSOR

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

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Neptech Infrastructures Ltd.
Formerly V.A. Supertech Builders Pvt. Ltd.

LESSEE

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.

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.

LESSOR

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ग्रेटर नोएडा प्राधिकरण

LESSEE

Plastitech Infrastructures Pvt. Ltd.
Formerly V.A. Plastitech Building, Plot 11

भारतीय गैर न्यायिक

पचास
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FIFTY
RUPEES

Rs. 50

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

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UNDERTAKING

प्रबन्धक
शेयर

Habitech Infrastructure
Formerly V.A. Super Tech Builders Pvt. Ltd.

Habitech Infrastructure
Formerly V.A. Super Tech Builders Pvt. Ltd.

For OMKAR NESTS PRIVATE LIMITED

DIRECTOR

For PANCH TATVA PROMOTERS PVT. LTD.

Director

क्र.सं. 92
1/3/11
SD
11
574/1112

M/S Habitech Infrastructure Ltd.
C-42, Sector -2
Narola
G.P





उत्तर प्रदेश UTTAR PRADESH

X 719906

UNDERTAKING

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[Signature]
उत्तर
प्रदेश

[Signature]
Formerly V.A. Super Tech Build.

High Tech Infrastructure Ltd.

[Signature]

[Signature]
DIRECTOR

For PANCH TATVA PROMOTERS PVT Ltd

[Signature]
Director

Undertaking

This undertaking is signed and executed at Greater Noida on the 31st day of March in March, 2011 by:-

1. M/S Habitech Infrastructure Ltd. (Formely known as V. A. Supertech Builders Private Limited) (Name of Lead Members Company), a company formed and existing under the provisions of Companies Act 1956, having its registered office at C-42, Sector-02, Noida-201301 (hereinafter referred to as the Lead Member of the Consortium) through Shri Vipin Sahni, Director of the Lead Member.
2. M/S Panchtatva Promoters Pvt. Ltd. (Name of Relevant Member Company/SPC) a company formed and existing under the provision of Companies Act 1956, having its registered office at 129, DDA Site No.-1, New Rajinder Nagar, New Delhi-110060. (hereinafter referred to as the Relevant Member of the Consortium) through Shri Sunil Kumar Gupta Director of the relevant member.
3. M/S Omkar Nest Pvt. Ltd. (Name of Lead Members Company), a company formed and existing under the provisions of Companies Act 1956, having its registered office at A-1, S-1, Dilshad Garden, Delhi-110095. (hereinafter referred to as the Relevant Member of the Consortium) through Shri Vimal Kumar, Director of the Lead Member.

WHEREAS in response to the invitation for bid in the BRS-03/2010 scheme of the Builders Residential/Large Group Housing Plot floated by the Greater Noida Industrial Development Authority (hereinafter referred to as GNIDA), the Consortium M/S Habitech Infrastructure Ltd (Formely known as V. A. Supertech Builders Private Limited) (name of company/consortium) submitted their bid for allotment of Plot No. GH-08, Sector-Techzone-IV, Greater Noida area 86,037 square meter 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-03/2010/1732 dated 18-08-2010 allotted Plot No. GH-08, Sector-Techzone, Greater Noida having an area of 86037 square meter in favour of Consortium.

AND WHEREAS upon being called to have lease deed of the allotted plot executed in the name of the 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 Lease Deed of an area of 41509 square meter be executed in favour of the

For OMKAR NESTS PRIVATE LIMITED

प्रबन्धक बिल्डर्स

DIRECTOR

For PANCHTATVA PROMOTERS PVT. LTD.

Lead Member (i.e. M/s. Habitech Infrastructure Ltd. (formerly known as V.A. Supertech Builders Private Limited) and a separate lease deed of an area of 24288 sqm be executed in favour of relevant member (i.e. M/s. Omkar Nest Pvt. Ltd) and a separate lease deed of an area of 20240 sqm be executed in favour of SPV (i.e. M/s. Panchtatva Promoters Pvt. Ltd) a request letter dated 25th day of March, 2011 was addressed to GNIDA in this regard.

AND WHEREAS a request of the lead member and the relevant member as contained in the said letter dated 25th day of March, 2011 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 30.03.2011, including submission of an Undertaking

Now therefore this undertaking witnesses as under:-

1. That we, the Lead Member, SPC of Consortium and the Relevant Member do hereby agree that notwithstanding the execution of Lease Deed of an area of 41509 square meter in favour of the M/s. Habitech Infrastructure Ltd. (formerly known as V.A. Supertech Builders Private Limited), an area of 24288 square meter in favour of M/s. Omkar Nest Pvt. Ltd and of an area of 20240 square meter in favour of the SPV (i.e. M/s. Panchtatva Promoters Pvt. Ltd, 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 31.03.2011/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.
4. That, in terms of clause 8(a) of the scheme, we undertake that the Lead Member 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.
5. That each of the signatory on behalf of Lead Member, SPC of Consortium and Relevant Member 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 being annexed as Annexure 'A', Annexure 'B' and Annexure 'C' 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 coercion of duress of any kind whatsoever.

Habitech Infrastructure
Formerly V.A. Supertech Builders Pvt. Ltd.

For OMKAR NESTS PRIVATE LIMITED

[Signature]
DIRECTOR

For PANCH TATVA PROMOTERS PVT. LTD.

Habitech Infrastructure
Formerly V.A. Supertech Builders Pvt. Ltd.

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

Witnesses

1. Manoj Sharma Sp
Sh. A. N. Sharma
H-168/4 Gurgaon
Gurgaon
2. Bluepender Singh
Hosh. S. P. Singh
H-168/4 Gurgaon
Gurgaon

Habitech Infrastructure Ltd.
Formerly V.A. Super Tech Builders Pvt. Ltd.

Lead Member

प्रबन्धक विल्डर्स
ग्रेटर नोएडा प्राधिकरण

For PANCH TATVA PROMOTERS PVT. LTD.

SPV of Consortium

Director

For OMKAR NESTS PRIVATE LIMITED

Relevant Member

DIRECTOR

Habitech Infrastructure Ltd.
Formerly V.A. Super Tech Builders Pvt. Ltd.

Sanjay



Annexure - A

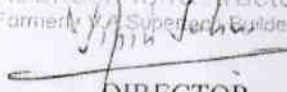
COPY OF BOARD OF DIRECTOR'S RESOLUTION PASSED IN THE MEETING
HELD ON 21ST DAY OF MARCH, 2011 AT THE REGISTERED OFFICE OF THE
COMPANY.

"RESOLVED that Mr. Sanjeev Kumar, Director of the Company, is and hereby
authorised to deal with Greater Noida Industrial Development Authority, Greater Noida
regarding Lease Deed of Plot No. 8, Tech Zone-IV, Greater Noida and for this purposes
he may sign, seal and deliver such instrument/deed or any other documents that may be
considered necessary"

Certified True Copy

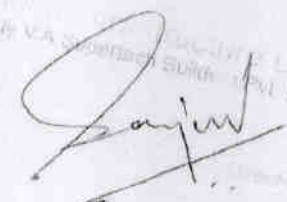
FOR HABITECH INFRASTRUCTURE LIMITED.

Habitech Infrastructure Ltd.
Formerly V.A. Super Builders Pvt. Li


DIRECTOR

Director


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण


Formerly V.A. Super Builders Pvt. Li

Annexure B

PANCH TATVA PROMOTERS PRIVATE LIMITED
129 DDA Site-1, New Rajinder Nagar, New Delhi - 110060

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF PANCH TATVA PROMOTERS PRIVATE LIMITED IN ITS BOARD MEETING HELD ON THURSDAY THE 24TH DAY OF MARCH, 2011 AT THE REGISTERED OFFICE OF THE COMPANY AT 11A.M.

AUTHORIZATION TO EXECUTE LEASE DEED

RESOLVED THAT pursuant to the relevant provisions of the Companies Act, 1956 Shri. Sunil Kumar Gupta, Director of the Company be and is hereby authorized on behalf of the company to sign and execute lease deed with respect to the Builders Residential/ Group Housing Plot No. GH-08 situated at sector -Techzone-IV, Greater Noida measuring area approx 20240 appx. sq.m. allotted by Greater Noida Industrial Development Authority (GNIDA) vide allotment letter bearing No: PROP/BRS-03/2010 and to do all necessary things and acts in this regard.

Certified True copy

For and on behalf of
M/s PANCH TATVA PROMOTERS PRIVATE LIMITED

S. C. Gupta

(Director)

[Signature]
प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

[Signature]
Formerly V.A. Superitech Builders Pvt. Ltd.

OMKAR NESTS PRIVATE LIMITED

Corp. Office: 259, 5th Floor, Correnthum, Plot No.41, Sec-62, Noida

Ph:0120-4333328,4333329,Email:-omkarnest@gmail.com

Board Resolution -

[Authorisation for Execution of Lease Deed of Plot no. GH-8, Techzone-IV, Greater Noida]

COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF OMKAR NESTS PVT LTD HELD AT THE REGISTERED OFFICE OF THE COMPANY AT A-13, S-1, DILSHAD GARDEN, DELHI - 110095 ON 14.03.2011 AT 10.30 am

In Consortium a Plot no. GH-8, Sector-Techzone IV, Greater Noida was allotted vide Allotment Letter no. PRO/BRS-03/2010/1667 dt. 23rd July, 2010 and for that Lease Deed is to be executed for the Land Alloted to the Consortium.

"RESOLVED THAT the Company should approach the Greater Noida Industrial Development Authority (GNIDA) for the execution of Lease Deed for Plot no. GH-8, Sector-Techzone IV, Greater Noida."

"RESOLVED FURTHER THAT Sh. Vimal Kumar, Director, of the Company be and is hereby authorised to do all such act, deeds, things and to execute Lease Deed and sign all such papers and documents as may be necessary in this regard. He is further authorised to give such undertakings as may be required in connection with the execution of the Lease Deed"

"RESOLVED FURTHER THAT a certified copy of this resolution signed by any of the Directors be provided to GNIDA or anyone concerned or interested in the matter."

Sd/-

CHAIRMAN

Certified to be true copy

For Omkar Nests Private Limited

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

Habitech India Pvt. Ltd.
Formerly V.A. Super Tech Builder Pvt. Ltd.

Director

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-03/2010 scheme and its corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

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

In presence of:

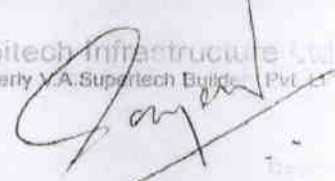
Witnesses:

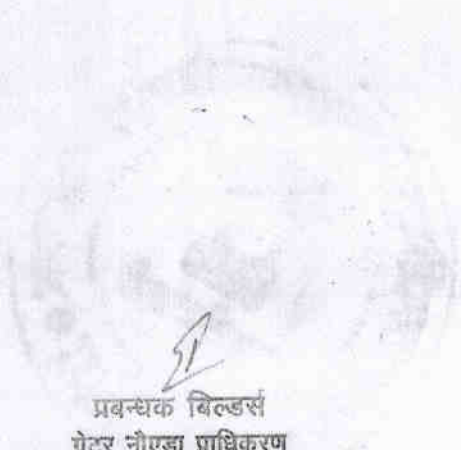
1.


प्रबन्धक बिल्डर्स
For and on behalf of LESSOR

2.

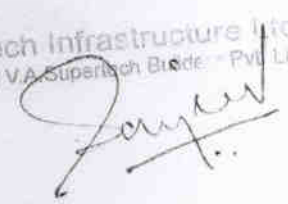
For and on behalf of LESSEE


Habitech Infrastructure Ltd.
Formerly V.A. Supertech Builders Pvt. Ltd.



प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण
LESSOR

16


Habitech Infrastructure Ltd.
Formerly V.A. Supertech Builders Pvt. Ltd.
LESSEE

आज दिनांक 02/04/2011 को

वही नं. 1 जिल्द नं. 8343

पृष्ठ नं. 1 से 48 पर क्रमांक 6163

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राज बहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

2/4/2011

