

20127

03

(भाग १) क्रम संख्या.....
(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

लेख या प्रार्थना-पत्र प्रस्तुत करने का दिनांक.....

प्रस्तुत कर्ता या प्रार्थी का नाम..... 19 OCT 2012

लेख्य का प्रकार..... गुलशान कुमार दुडा

प्रतिफल की धनराशि..... 272,77,00,000

१. रजिस्ट्रीकरण शुल्क.....

२. प्रतिलिपिकरण शुल्क.....

३. निरीक्षक या तलाश के लिए शुल्क..... 10,000

४. मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क.....

५. कमीशन शुल्क..... 500

६. विविध..... 10,000

७. यांत्रिक भत्ता.....

१ से ६ तक का योग.....

शुल्क वसूल करने का दिनांक..... 19 OCT 2012

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण

पत्र वापस करने के लिए तैयार होगा

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर.....

सहायक नगर (उपनगर)

रजिस्ट्रार
(विटर नॉपडी)

I-20127



उत्तर प्रदेश UTTAR PRADESH

Lease-Deed

18AA 045575

(3)

Stamp Duty Paid in Cash Certificate in favour of *m/s Panchsheel Buildtech Pvt Ltd.*
H-169 Sector-63 Noida.
 In Pursuance of the order of the Collector
 No. *18000* Dated *15/10/12* Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. *1,00,00,000.00* *Rs. Eleven Crore only*
 (in words Rs. _____)
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India
 Treasury/Sub Treasury of *Noida*
 by Challan No. *95009* Dated *13-10-12*
 a Copy of Which is annexed herewith.

Date 15 Oct. 2012
 Officer-in-Charge
 Treasury
Gautam Sudh Nagar
15/10/12

For Panchsheel Buildtech Pvt. Ltd.
[Signature]
 Authorised Signatory

[Signature]
 प्रबंधक (बिल्डिंग्स)
 ग्रेटर नोएडा प्राधिकरण

नं. 70 क. 206
विषय मया।
15 OCT 2012 ✓
रोकडिया
* कोषागार गौतम बुद्ध नगर *

M/s Paanchsheel Beeldtech Pvt Ltd
H-169 sec 63 Noida





उत्तर प्रदेश UTTAR PRADESH

Lease-Deed

18AA 045576

4

Stamp Duty Paid in Cash Certificate in favour of M/s Panchsheel Buildtech Pvt Ltd.
H-169 Sector-13 Noida
 in Pursuance of the Order of the Collector
 No. memo Dated: 15/10/12 Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. 26,38,600/- Rs. two crore Sixty three Lacs Eighty
 (in words) Rs. 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 Noida
 by Challan No. NO 20010 Dated: 13-10-12
 a Copy of Which is annexed herewith.

15 Oct. 2012
Date

Gupta
 Officer-In-Charge
 Treasury
 Gautam Budh Nagar
 15/10/12

For Panchsheel Buildtech Pvt. Ltd.

[Signature]
 Authorised Signatory

प्रबंधक (विल्डर्स)
 ग्रेटर नोएडा प्राधिकरण

M/s Panchsheel Beildtech Pvt Ltd
H-169 Sec 63 Noida



₹ 727,708,000.00 पट्टा विलेख (90 वर्ष) 10,000.00 50 10,050.00 2,500

प्रतिफल मालियत आसत वार्षिक किराया फॉस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
मै0पंचशील बिल्डटेक प्रा0लि0द्वारा गुलशन कुमार दुआ
पुत्र श्री किशन लाल
व्यवसाय व्यापार
निवासी स्वामी जी-124 शाप नं0-5 दिलशाद कालोनी दिल्ली-91
आस्थापी पता जी-124 शाप नं0-5 दिलशाद कालोनी दिल्ली-91
ने यह लेखपत्र इस कार्यालय में दिनांक 19/10/2012 समय 3:26PM
वजे नियन्धन हेतु पेश किया।



रजिस्ट्रीकृया अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर

गौतमबुद्धनगर
19/10/2012

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त
पट्टा दाता

श्री संजीव कुमार शर्मा
प्रतिनिधि ग्रे0नो0अ0वि0प्रा0द्वारा विवेक गोयल
(प्र0स0)
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी



पट्टा गृहीता

मै0पंचशील बिल्डटेक प्रा0लि0द्वारा गुलशन कुमार
दुआ
पुत्र श्री किशन लाल
पेशा व्यापार
निवासी जी-124 शाप नं0-5 दिलशाद कालोनी
दिल्ली-91

गौतमबुद्धनगर
19/10/2012



LEASE DEED

This Lease Deed made on 19th day of **OCTOBER, 2012** between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the **One Part** and **M/s. PANCHSHEEL BUILDTECH PRIVATE LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at G-124, Shop No.5, Dilshad Colony, Delhi-110091 **through its Authorised Signatory Mr. Gulshan Kumar Dua S/o. Sh. Kishan Lal R/o. 16A/04, Vasundhara, Ghaziabad, U.P.** duly authorized by its Board of Directors vide Resolution dated 19.09.2012 (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 to the CONSORTIUM CONSISTING OF -

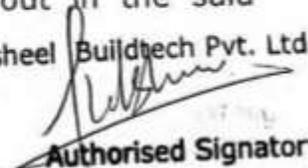
1. M/s. PANCHSHEEL BUILDTECH PRIVATE LIMITED- LEAD MEMBER
2. M/s. DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD. - RELEVANT MEMBER
3. M/s. COSMOS INFRAESTATE PRIVATE LIMITED- RELEVANT MEMBER
4. M/s. RATAN BUILDTECH PRIVATE LIMITED- RELEVANT MEMBER
5. M/s. BAIBHAV CONSTRUCTION PRIVATE LIMITED- RELEVANT MEMBER
6. M/s. SIEMENS CONSTRUCTION CORPORATION- RELEVANT MEMBER
7. M/s. SUPERTECH LIMITED- RELEVANT MEMBER
8. M/s. ANUSHA ENGINEERING CONSULTANTS & CONST. PVT. LTD.- RELEVANT MEMBER

the Plot NO. GH-01, SECTOR-16, GREATER NOIDA, area 202319.46 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-04/2011/276 dated 13.01.2011 and Allotment Letter No.PROP/BRS-04/2011/312, dated 25.01.2011 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


प्रबंधक (बिल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

LESSOR

For Panchsheel Buildtech Pvt. Ltd.


Authorised Signatory

LESSEE

ALIAS DEED

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री आकाश

पुत्र श्री अब्दुल रसीद

पेशा

निवासी ई-403ए गामा-1 गेट नोएडा

व श्री दिलीप कुमार

पुत्र श्री तारक प्रसाद

पेशा नीकरी

निवासी एच-153 गामा-2 रोड नोएडा

ने की ।

प्रत्यक्षता भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

19/10/2012



for Panchneshi Builders Pvt. Ltd.

Authorised Signatory

(रजिस्ट्रीकरण अधिकारी के हस्ताक्षर)

गौतमबुद्धनगर

allotment letter and brochure/bid document of the said Scheme (Scheme Code BRS-04/2010). The registered consortium consists of following :-

S.No.	Name of member	Shareholding	Status
1.	M/s. PANCHSHEEL BUILDTECH PRIVATE LIMITED	54.44%	LEAD MEMBER
2.	M/s. DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.	5.00%	RELEVANT MEMBER
3.	M/s. COSMOS INFRAESTATE PRIVATE LIMITED	8.47%	RELEVANT MEMBER
4.	M/s. RATAN BUILDTECH PRIVATE LIMITED- RELEVANT MEMBER	8.29%	RELEVANT MEMBER
5.	M/s. BAIBHAV CONSTRUCTION PRIVATE LIMITED	5.01%	RELEVANT MEMBER
6.	M/s. SIEMENS CONSTRUCTION CORPORATION	5.01%	RELEVANT MEMBER
7.	M/s. SUPERTECH LIMITED	5.00%	RELEVANT MEMBER
8.	M/s. ANUSHA ENGINEERING CONSULTANTS & CONST. PVT. LTD.	8.78%	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. PANCHSHEEL BUILDTECH PRIVATE 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	Permissible Sub-Div. area (in sqm.)	Actual Sub Divided area as per lease plan (in sq.m.)	Name of member	Status
1.	GH-01A Sec-16	120258.69	121231.43	M/s. PANCHSHEEL BUILDTECH PRIVATE LIMITED (SPC of M/s. Panchsheel Buildtech Pvt. Ltd. -Lead Member & Supertech Ltd.	SPC
2.	GH-01B Sec-16	10115.97	10000.00	M/s. DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.	Relevant Member
3.	GH-01C Sec-16	17136.46	17288.00	M/s. COSMOS INFRAESTATE PRIVATE LIMITED	Relevant Member
4.	GH-01D Sec-16	16772.28	16863.00	M/s. RATAN BUILDTECH PRIVATE LIMITED	Relevant Member
5.	GH-01E Sec-16	20272.41	20265.08	M/s. B.S. BUILDTECH (REGD. PARTNERSHIP FIRM OF BAIBHAV CONSTRUCTION PRIVATE LIMITED- RELEVANT MEMBER & M/s. SIEMENS CONSTRUCTION CORPORATION- RELEVANT MEMBER)	SPC
6.	GH-01F Sec-16	17763.65	17775.09	M/s. ANUSHA ENGINEERING CONSULTANTS & CONST. PVT. LTD.	Relevant Member

Whereas the said registered consortium has given an undertaking dated 01.02.2012 (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.

For Panchsheel Buildtech Pvt. Ltd.

Authorised Signatory

LESSEE

LESSOR
प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

Authorised Signatory for Panchsheel Builders Pvt. Ltd.

पट्टा नं.	पट्टा प्रकार	पट्टा मालिक
20127	पट्टा दाता	संजीव कुमार शर्मा

पट्टा दाता

Registration No.: 20127

Year: 2012

Book No. : 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रेट नो ओ ओ वि प्रा द्वारा विवेक गा

ग्रेटर गीएडा
नीकरी



Authorised Signatory

Whereas the lessor approved the aforesaid sub-division vide letter No. Prop/BRS-4/2011/699, dated 06.07.2011 and name and status of **M/s. PANCHSHEEL BUILDTECH PRIVATE LIMITED** on the request of consortium in accordance with the Clause C-8(e) of the brochure/bid document of the scheme. Accordingly lessee has to develop and market the project on demarcated/sub-divided **Plot No. GH-01A, Sector-16**, Greater Noida measuring **120258.69** square metre (actual area as per lease plan **121231.43** 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. PANCHSHEEL BUILDTECH PRIVATE LIMITED (Lessee)** having its registered office at G-124, Shop No.5, Dilshad Colony, Delhi-110091 shall solely develop the project on the demarcated/sub-divided Builders Residential/Group Housing Plot No. **GH-01A, Sector-16**, Greater Noida. Shareholding conditions on the lessee company/ companies shall be applicable on lessee as per clause C-8 & C-10 of the brochure of BRS-04/2010 scheme.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of the **121231.43** sq.m. is **Rs. 140,27,68,877.00** (Rs. One Hundred Forty Crore Twenty Seven Lac Sixty Eight Thousand Eight Hundred Seventy Seven Only) out of which approx 10% **Rs. 15,04,06,905.00** which have been paid by the Lessee to the Lessor (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 approx 90% premium i.e. **Rs. 125,23,61,971.79** of the plot along with interest will be paid in 16 half yearly installments in the following manner :-

Due date	Head	Premium	Interest	Total amount of Instalment	Balance Premium
25.07.2011	Instalment No.1	0	75141718	75141718	1252361971.79
25.01.2012	Instalment No.2	0	75141718	75141718	1252361971.79
25.07.2012	Instalment No.3	0	75141718	75141718	1252361971.79
25.01.2013	Instalment No.4	0	75141718	75141718	1252361971.79
25.07.2013	Instalment No.5	78272623	75141718	153414341	1174089348.79
25.01.2014	Instalment No.6	78272623	70445361	148717984	1095816725.79
25.07.2014	Instalment No.7	78272623	65749004	144021627	1017544102.79
25.01.2015	Instalment No.8	78272623	61052646	139325269	939271479.79
25.07.2015	Instalment No.9	78272623	56356289	134628912	860998856.79
25.01.2016	Instalment No.10	78272623	51659931	129932554	782726233.79

For Panchsheel Buildtech Pvt. Ltd.

Authorised Signatory
LESSEE

LESSOR

25.07.2016	Instalment No.11	78272623	46963574	125236197	704453610.79
25.01.2017	Instalment No.12	78272623	42267217	120539840	626180987.79
25.07.2017	Instalment No.13	78272623	37570859	115843482	547908364.79
25.01.2018	Instalment No.14	78272623	32874502	111147125	469635741.79
25.07.2018	Instalment No.15	78272623	28178145	106450768	391363118.79
25.01.2019	Instalment No.16	78272623	23481787	101754410	313090495.79
25.07.2019	Instalment No.17	78272623	18785430	97058053	234817872.79
25.01.2020	Instalment No.18	78272623	14089072	92361695	156545249.79
25.07.2020	Instalment No.19	78272623	9392715	87665338	78272626.79
25.01.2021	Instalment No.20	78272627	4696358	82968985	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.

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.

LESSOR
प्रबंधक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

4

For Panchsheel Buildtech Pvt. Ltd.

Authorised Signatory
LESSEE

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 installment 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-01A, SECTOR-16, GREATER NOIDA** Distt. Gautam Budh Nagar (U.P.) contained by measurement **121231.43 Sq. mtrs.** be the same a little more or less and bounded:

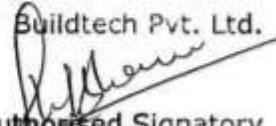
On the North by	:] As per Lease Plan attached
On the South by	:	
On the East by	:	
On the West by	:	

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 **19th DAY OF OCTOBER 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

For Panchsheel Buildtech Pvt. Ltd.


Authorised Signatory
LESSEE


LESSOR

5

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

However, in the case of this document, it is not possible to determine the exact date of the document's creation.

The document is dated in the year 1950, and it is not possible to determine the exact date of the document's creation.

The document is dated in the year 1950, and it is not possible to determine the exact date of the document's creation.

The document is dated in the year 1950, and it is not possible to determine the exact date of the document's creation.

On the 1st day of
the month of
the year 1950

The document is dated in the year 1950, and it is not possible to determine the exact date of the document's creation.

The document is dated in the year 1950, and it is not possible to determine the exact date of the document's creation.

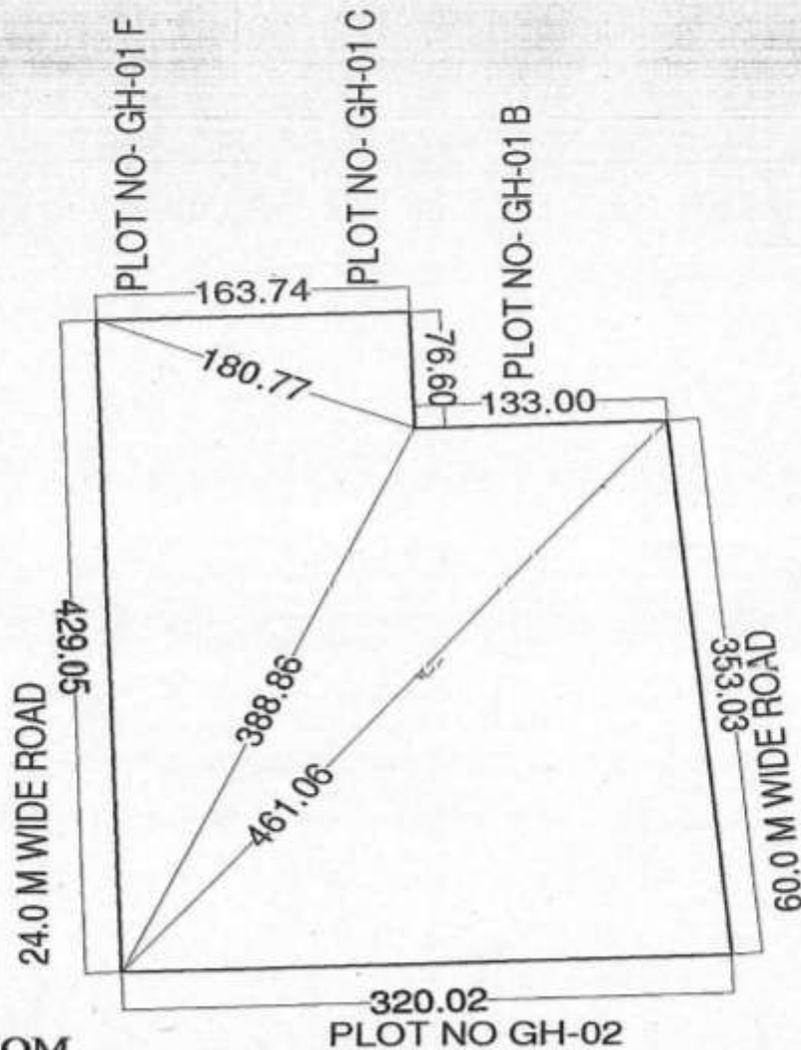
The document is dated in the year 1950, and it is not possible to determine the exact date of the document's creation.

For Panchsheel Buletin P. 101

Authorized Signatory



PLOT NO-GH-01 A



प्रबंधक (बिल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

AREA-121231.43 SQM

PLOT NO GH-02

NOTE-DEVELOPMENT WORK IS IN PROGRESS LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND. AREA OF PLOT MAY BE INCREASE/DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

POSSESSION TAKEN OVER ALLOTTEE	SIGN POSSESSION HANDED OVER		NORTH ↑	
LEASE PLAN OF PLOT NO-GH-01 A SECTOR-16 (RESIDENCIAL) GREATER NOIDA	PROJ. DEPTT	 ASST. MANAGER	 MANAGER	 SR. MANAGER
	LAND. DEPTT	 LEKHPAL	 NAYAB TAHSEEL DAR	 TAHSEEL DAR
	LAW. DEPTT	 A.L.O.	 MANAGER	
	PLANIG. DEPTT	 SR. DRAUGHTSMAN	 SR. EXECUTIVE	

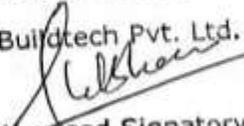


reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

C. THE LESSEE DOETH 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. 14027689.00** 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.
 - (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 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.

For Panchsheel Buildtech Pvt. Ltd.


Authorised Signatory

LESSEE

LESSOR

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

business and... of the... and...

THE BOARD OF DIRECTORS OF THE COMPANY

of the... of the... of the...

and... of the... of the...



Authorized Signatory
For President Board of Directors

- 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.

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

For Panchsheel Buildtech Pvt. Ltd.

LESSOR

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

7

Authorised Signatory

LESSEE

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 upto 31.03.2011 to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 10,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

D. NORMS OF DEVELOPMENT

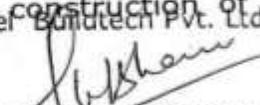
The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

Maximum permissible Ground Coverage	As per Building regulation 2010 Greater Noida.
Maximum permissible FAR	2.75
Set backs	As per Building regulation 2010 Greater Noida.
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 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


LESSOR
प्रबंधक (विल्डिंग)
ग्रेटर नोएडा प्राधिकरण


Authorised Signatory
LESSEE

Faint, illegible text, possibly bleed-through from the reverse side of the page.



For Personal, Noted, Noted

Authorized Signatory

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 third year the penalty shall be 8% of the total premium.

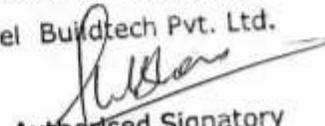
Extension for more than three years, normally will not be permitted.

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

For Panchsheel Buildtech Pvt. Ltd.


Authorized Signatory
LESSEE


LESSOR
प्रबंधक (विल्डर्स)
ग्रेटर नौरडा प्राधिकरण

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.

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 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.
- (v) The Lessee has obtained building occupancy certificate from Building Cell/Planning Department, Greater NOIDA Industrial Development Authority.

For Panchsheel Buildtech Pvt. Ltd.


Authorised Signatory

LESSEE


LESSOR

The Commission is pleased to announce the results of the 2011-12 financial year. The Commission has received a number of applications for funding and has been successful in awarding a number of grants. The Commission has also received a number of applications for funding and has been successful in awarding a number of grants.

The Commission is pleased to announce the results of the 2011-12 financial year. The Commission has received a number of applications for funding and has been successful in awarding a number of grants. The Commission has also received a number of applications for funding and has been successful in awarding a number of grants.

The Commission is pleased to announce the results of the 2011-12 financial year. The Commission has received a number of applications for funding and has been successful in awarding a number of grants. The Commission has also received a number of applications for funding and has been successful in awarding a number of grants.

The Commission is pleased to announce the results of the 2011-12 financial year. The Commission has received a number of applications for funding and has been successful in awarding a number of grants. The Commission has also received a number of applications for funding and has been successful in awarding a number of grants.

The Commission is pleased to announce the results of the 2011-12 financial year. The Commission has received a number of applications for funding and has been successful in awarding a number of grants. The Commission has also received a number of applications for funding and has been successful in awarding a number of grants.

The Commission is pleased to announce the results of the 2011-12 financial year. The Commission has received a number of applications for funding and has been successful in awarding a number of grants. The Commission has also received a number of applications for funding and has been successful in awarding a number of grants.

For Panjabee Bullfinch Pvt Ltd

Authorized Signatory



- (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.

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
For Panchsheel Buildtech Pvt. Ltd.

LESSOR

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

Authorised Signatory
LESSEE

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text.

Third block of faint, illegible text.

Fourth block of faint, illegible text.

Fifth block of faint, illegible text.

Sixth block of faint, illegible text.

Seventh block of faint, illegible text.

Eighth block of faint, illegible text.

Ninth block of faint, illegible text.

Tenth block of faint, illegible text.

Eleventh block of faint, illegible text.

Twelfth block of faint, illegible text.



for printed...

Authorised...

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.

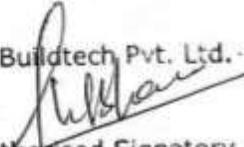
K. MAINTENANCE

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 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:-

For Panchsheel Buildtech Pvt. Ltd.


Authorized Signatory
LESSEE


LESSOR

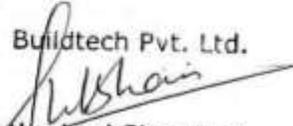
प्रबंधक (विल्डर)
प्लेटर नौएडा प्राधिकरण

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 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

For Panchsheel Buildtech Pvt. Ltd.


Authorised Signatory
 LESSEE


 LESSOR

प्रबंधक (विल्डर्स)
 ग्रेटर नोएडा प्राधिकरण

Faint, illegible text, likely bleed-through from the reverse side of the page.



For Pancheal Budget 1952-53
Authorized Signatory



Annexure - F (15)
**Anusha Engineering Consultants
& Construction Pvt. Ltd.**

Corp. Office : Block V/47, B-1, Charmwood Village, Eros Garden, Surajkund Road, Faridabad - 121 009
Telefax : 0129-4117060 Ph. No. : 0129-4170135 to 38
email : aecc.erosgarden@gmail.com Website : www.aeccindia.com

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE M/S ANUSHA ENGINEERING CONSULTANTS & CONSTRUCTION PVT.LTD. IN THEIR MEETING HELD ON WEDNESDAY 1ST FEBRUARY 2012 AT THE CORPORATE OFFICE OF THE COMPANY BLOCK-V /47 B-1 & 2 CHARMWOOD VILLAGE, EROSE GARDEN, SURAJ KUND ROAD, FARIDABAD-121009.

The chairman informed that the consortium consisting of M/s Panchsheel Buildtech Pvt. Ltd. (SPC), M/s Dreamland Promoters & Consultants Pvt. Ltd., M/s Cosmos Infra Estate Pvt. Ltd., M/s Ratan Buildtech Pvt. Ltd., M/s B.S.Buildtech Pvt. Ltd., M/s Anusha Engineering Consultants & Construction Pvt. Ltd. has been allotted group housing plot no GH-01, Sector-16, Greater Noida measuring 202319.46 Sq. Mtrs. (Actual As per Lease Plan 203422.60 Sq. Mtrs.) it has been decided between the consortium members that **M/S ANUSHA ENGINEERING CONSULTANTS & CONSTRUCTION PVT.LTD.** will get registered **17775.09** Sq. Mtrs. land in their name and balance 185647.51 Sq. Mtrs. land will be got registered in favour of Relevant members & Lead member as per letter dated: 06/07/2011 no: Builders/BRS-04/2011/702 of GNIDA.M/s Panchsheel Buildtech Pvt. Ltd. (Lead Member) and other relevant members and further decided that all members shall implement their projects independently on the request of consortium Greater Noida authority vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/702 has approved sub Division of the land accordingly. The chairman informed that for the purpose of getting the land registered in the name of the company, some employee of the company has to be authorized to sign the necessary documents. After detail discussion the following resolution has been passed.

RESOLVED THAT the company do get the land allotted to it by the GNIDA at plot no: GH-01 F , Sector 16, Greater Noida measuring **17775.09** Sq. Mtrs. duly sub divided & registered in the name of the company as approved vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/702 of the said authority.

RESOLVED THAT Sh. Rajan Gupta Director of the company be hereby authorized to sign the necessary documents including undertaking/s on the behalf of the company for registration of the above land and do all acts, deeds and things for the purposes.

**Certified True Copy
AECC Pvt.Ltd.**

Director

AECC Pvt.Ltd

Director

For Panchsheel Buildtech Pvt. Ltd.

Authorised Signatory

प्रबंधक (दिल्ली)
ग्रेटर नोएडा प्राधिकरण

2000

Approved by the Board of Directors
of the Corporation on this day of
February, 2000.

The Board of Directors of the Corporation has resolved that the
amount of the dividend to be paid to the stockholders of the
Corporation on the basis of the record date of February 15, 2000
shall be \$1.00 per share of common stock.

The Board of Directors of the Corporation has resolved that the
amount of the dividend to be paid to the stockholders of the
Corporation on the basis of the record date of February 15, 2000
shall be \$1.00 per share of common stock.



Authorized Signatory
For Financial Budgeting

For Panchsheel Builders Ltd.

Authorized Signatory



6. **M/s Anusha Engineering Consultants & Constructions Pvt. Ltd.** a company formed and existing under the provisions of companies act 1956, having its Corporate office at Block-V/47, B-1, Eros Garden, Charm Wood Village, Surajkund Road, Faridabad, Haryana (hereinafter referred to as the Relevant Member of Consortium) through Shri Rajan Gupta, Managing Director / Director of the Relevant Member.

WHEREAS in response to the invitation for bid in the BRS-04/2011 Scheme of the Builders Residential/Large Group Housing Plots floated by Greater Noida Industrial Development Authority, (hereinafter referred as GNIDA), the consortium M/s Panchsheel Buildtech Pvt. Ltd. submitted their bid for allotment for Plot No. GH-01, Sector-16, Greater Noida, with area 202319.46 Sq. Meter (which have been increased due to current survey of the GNIDA from 202319.46 Sq. Meter to 203422.60 Sq. Meter) and agreed to abide by the all the terms & Conditions set out in the brochure of the scheme.

AND WHEREAS the GNIDA vide letter bearing No. PROP/BRS-4/2011/312 allotted Plot No. GH -01, Sector - 16, Greater Noida having an area 202319.46 Sqmtrs.(Actual area as per lease plan 203422.60Sqmtrs.) in favour of consortium.

AND WHEREAS upon being called to have lease deed of the allotted plot executed in the name of consortium the Lead member & Relevant members agreed amongst themselves that as permissible under clause 8 of the brochure of the scheme the lease deed of plot no: GH-01A, Sec-16 an area of 120258.69Sqmtrs.(Actual area as per lease plan 121231.43Sqmtrs.) in favour of lead member & separate lease deeds would be executed in favour Relevant Members as per below mention particulars and a request letter dated 30/01/2012 was addressed to GNIDA in this regard.

S.No.	Name of Company	Actual area as per Lease Plan	Plot No & Sec.
1.	Dream land promoters & Consultants Pvt. Ltd.	10000.00Sq. Meter	GH-01B, Sec-16
2.	Cosmos Infra Estate Pvt. Ltd.	17288.00 Sq. Meter	GH-01C, Sec-16
3.	Ratan Buildtech Pvt. Ltd.	16863.00 Sq.Meter	GH-01D, Sec-16
4.	B.S. Buildtech Pvt. Ltd.	20265.08 Sq.Meter	GH-01E, Sec-16
	Anusha Engineering Consultants & Constructions Pvt. Ltd.	17775.09 Sq. Meter	GH-01F, Sec-16

For B S Buildtech
Agency for
Partner

AND WHEREAS as request of the Lead Member & Relevant Members as contained in said letter dated 30/01/2012 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 06/07/2011, including submission of an Undertaking.

For Panchsheel Buildtech Pvt. Ltd.

Now therefore this undertaking witnesses as under :-

That we, the Lead Member and the relevant members do hereby agreed that, now withstanding the execution of lease deed of an area of plot no: GH-01A Sec-16, 121231.43 Sq. Meter in favour of lead member M/s Panchsheel Buildtech Pvt. Ltd. (SPC) and an area of plot no: GH-01B Sec-16, 10000.00 Sq. Meter in favour of Relevant Member M/s Dream land promoters & Consultants Pvt. Ltd., an area of plot no: GH-01C Sec-16, 17288.00 Sq. Meter in favour of Relevant Member M/s Cosmos Infra estate Pvt. Ltd, an area of plot no: GH-01D Sec-16, 16863.00 Sq. Meter in favour of Relevant Member M/s Ratan Buildtech Pvt. Ltd., an area of plot no: GH-01E Sec-16, 20265.08 Sq. Meter in favour of Relevant Member M/s B.S. Buildtech, an area of plot no: GH-01F Sec-16, 17775.09 Sq. Meter in favour of Relevant Member M/s Anusha Engineering Consultants & Constructions Pvt. Ltd., we shall be jointly &

Authorised Signatory

For Panchsheel Buildtech Pvt. Ltd.

For DREAMLAND PROMOTERS & CONSULTANTS PVT.LTD Anusha Engineering Consultants & Construction Pvt. Ltd.

For Panchsheel Buildtech Pvt. Ltd.

प्रबंधक (विल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

Panchsheel Buildtech

Director

- 2 -

Rajan

Director



2. severally liable for the due compliance of all the terms & Conditions of lease deed, including but not limited to payment of consideration for the area mentioned in all the lease deed and any breach of the aforesaid, by one of us, shall constitute breach also by the other & thereby empower of the GNIDA to take action against all of us.
2. That each of us jointly and severally agree that this undertaking shall be referred to the 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 06/07/2011, / 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 all the lease deeds 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 MOA till the completion certificate of at least one phase of the project, is obtained from the GNIDA.
5. That each of the signatories on behalf of the lead member & relevant members has been duly authorized by the respective Board of Directors to submit this undertaking, a copy of the Board of Resolution in favour of each of the signatory is being annexed as Annexure A, B, C, D, E, F, 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 corrosion of duress of any kind whatsoever.

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

Witnesses

1. Gulshan Kumar S/o B.S. Tomar
167/809 Vasundhara Gps.

2. Rahul Tomar S/o B.S. Tomar
1158/3 Vasundhara Gharibad.

प्रबंधक (विल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

For Panchsheel Buildtech Pvt. Ltd.

Mouman

Director

Special Purpose Company (Lead Member)

For Superitech Limited

Relev

Relevant Member Director

For DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.

Pawan Kumar

For Panchsheel Buildtech Pvt. Ltd.

Gulshan
Authorised Signatory



For Dreamland Promoters & Consultants Pvt. Ltd.

125

Pawan P. Moolani
Director

Relevant Member

For COSMOS INFRAESTATE PVT. LTD.
Haulon
Director

Relevant Member

For RATAN BUILD TECH PVT. LTD.

Aras
DIRECTOR

Relevant Member

For BHIMABAI CONSTRUCTION PVT. LTD.

Ashay Kar
Managing Director

Relevant Member

For SIEMENS CONSTRUCTION CONSULTANTS

Rakesh Ranjan
PARTNER

For Anusha Engineering Consultants
& Construction Pvt. Ltd.

Rajendra
Rajendra Gupta
Director

For Panchsheel Buildtech Pvt. Ltd.

P. Sheela
Authorised Signatory

97
प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

10/10/1950

10/10/1950

10/10/1950

10/10/1950

10/10/1950

10/10/1950

10/10/1950

10/10/1950

For Performed Publications Ltd

Authorized Signatory



R

Annexure - A



CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE M/S PANCHSHEEL BUILDTECH PVT. LTD. IN THEIR MEETING HELD ON WEDNESDAY 1st FEBRUARY 2012 AT THE REGISTERED OFFICE OF THE COMPANY AT G-124, SHOP NO.5, DILSHAD COLONY, DELHI-91

The chairman informed that the consortium consisting of M/s Panchsheel Buildtech Pvt. Ltd. (SPC), M/s Dreamland Promoters & Consultants Pvt. Ltd., M/s Cosmos Infra Estate Pvt. Ltd., M/s Ratan Buildtech Pvt. Ltd., M/s B.S.Buildtech Pvt. Ltd., M/s Anusha engineering Consultant & Constructions Pvt. Ltd. has been allotted group housing plot no GH-01, Sector-16, Greater Noida measuring 202319.46 Sq. Mtrs. (Actual As per Lease Plan 203422.60 Sq. Mtrs.) it has been decided between the consortium members that M/s Panchsheel Buildtech Pvt. Ltd. (Lead Member) will get registered 121231.43 Sq. Mtrs. Land in their name and balance 82191.17 Sq. Mtrs. land will be got registered in favour of relevant members as per letter dated: 06/07/2011 no: Builders/BRS-04/2011/699 of GNIDA. M/s Panchsheel Buildtech Pvt. Ltd. (Lead Member) and other relevant members and further decided that all members shall implement their projects independently on the request of consortium Greater Noida authority vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/699 has approved sub Division of the land accordingly. The chairman informed that for the purpose of getting the land registered in the name of the company, some employee of the company has to be authorized to sign the necessary documents. After detail discussion the following resolution has been passed.

RESOLVED THAT the company do get the land allotted to it by the GNIDA at plot no: GH-01, Sector 16, Greater Noida measuring 121231.43 Sq. Mtrs. duly sub divided & registered in the name of the company as approved vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/699 of the said authority.

RESOLVED THAT Sh. Ashok Kumar Director of the company be hereby authorized to sign the necessary documents including undertaking/s on the behalf of the company for registration of the above land and do all acts, deeds and things for the purposes.

**Certified True Copy
M/s Panchsheel Buildtech Pvt. Ltd.**

Director

प्रबंधक (बिल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

M/s Panchsheel Buildtech Pvt. Ltd.

Director

For Panchsheel Buildtech Pvt. Ltd.

Authorized Signatory



123

Annexure - B

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE M/S DREAMLAND PROMOTER & CONSULTANTS PVT. LTD. IN THEIR MEETING HELD ON WEDNESDAY 1st FEBRUARY 2012 AT THE CORPORATE OFFICE OF THE COMPANY AT 211,212,213, KRISHNA APRA PLAZA, SECTOR-18, NOIDA-201301.

The chairman informed that the consortium consisting of M/s Panchsheel Buildtech Pvt. Ltd. (SPC), M/s Dreamland Promoters & Consultants Pvt. Ltd., M/s Cosmos Infra Estate Pvt. Ltd., M/s Ratan Buildtech Pvt. Ltd., M/s B.S.Buildtech Pvt. Ltd., M/s Anusha engineering Consultant & Constructions Pvt. Ltd. has been allotted group housing plot no GH-01, Sector-16, Greater Noida measuring 202319.46 Sq. Mtrs. (Actual As per Lease Plan 203422.60 Sq. Mtrs.) it has been decided between the consortium members that M/s Dreamland Promoter & Consultants Pvt. Ltd. (Relevant Member) will get registered 10000.00 Sq. Mtrs. Land in their name and balance 193422.60 Sq. Mtrs. land will be got registered in favour Lead member & relevant members as per letter dated: 06/07/2011 no: Builders/BRS-04/2011/690 of GNIDA. M/s Dreamland Promoter & Consultants Pvt. Ltd. (Relevant Member) and other Lead Member, relevant members further decided that all members shall implement their projects independently on the request of consortium Greater Noida authority vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/690 has approved sub Division of the land accordingly. The chairman informed that for the purpose of getting the land registered in the name of the company, some employee of the company has to be authorized to sign the necessary documents. After detail discussion the following resolution has been passed.

RESOLVED THAT the company do get the land allotted to it by the GNIDA at plot no: GH-01B, Sector 16, Greater Noida measuring 10000.00 Sq. Mtrs. duly sub divided & registered in the name of the company as approved vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/690 of the said authority.

RESOLVED THAT Sh. Pawan Bhadana Director of the company be hereby authorized to sign the necessary documents including undertaking/s on the behalf of the company for registration of the above land and do all acts, deeds and things for the purposes.

M/s Dreamland Promoter & Consultants Pvt. Ltd.

प्रबंधक (विक्री/सा).
ग्रेटर नोएडा प्राधिकरण



For Panchsheel Buildtech Pvt. Ltd.

Dreamland Promoters & Consultants Pvt. Ltd.

Corporate Off. :
211 to 213, 11nd Floor, Krishna Apra Plaza, Sector-18, Noida 201301.
P : +91-120-4027700 (30 Lines), F : +91-120-4027711
E : info@dreamlandindia.com

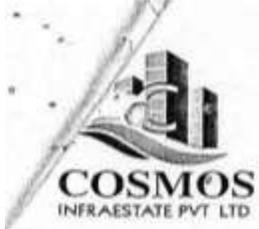
Sales Off. :
3-A, 3rd Floor, Uppal's M-6 Plaza, Jasola District, New Delhi-110025.
T : +91-11-40511000 (30 Lines), F : +91-11-40511011
E : sales@dreamlandindia.com

www.dreamlandindia.com

...the ... of ...



For Further Details See ...
Author's Name



COSMOS INFRAESTATE PVT. LTD.

B - 150, SECTOR - 63, NOIDA - 201301 (U.P.)

Website : www.cosmosinfraestate.com Tel : 0120 - 4345544, Fax : 0120 - 4345533

Annexure-C



Ref.....

Date 1.02.2012

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE M/s COSMOS INFRAESTATE PVT. LTD. IN THEIR MEETING HELD ON WEDNESDAY 1ST FEBRUARY 2012 AT THE CORPORATE OFFICE OF THE COMPANY AT B-150,SECTOR-63,NOIDA-201301

The Managing Director informed that the consortium consisting of M/s Panchsheel Buildtech Pvt. Ltd. (SPC),M/s Dreamland Promoters & Consultants Pvt. Ltd.,M/s Cosmos Infraestate Pvt. Ltd.,M/s Ratan Buildtech Pvt. Ltd.,M/s B.S.Buildtech Pvt. Ltd., M/s Anusha Engineering Consultant & Constructions Pvt. Ltd. has been allotted group housing plot no. GH-01,Sector-16, Greater Noida measuring 202319.46 Sq. Mtrs. (Actual As per Lease Plan 203422.60 Sq. Mtrs.) it has been decided between the consortium members that M/s Cosmos Infraestate Pvt. Ltd. (Relevant Member) will get registered 17288 Sq. Mtrs. Land in their name and balance 186134.60 Sq. Mtrs. Land will be got registered in favour Lead member & relevant members as per letter dated:06/07/2011 no: Builders/BRS-04/2011/697 of GNIDA. M/s Cosmos Infraestate Pvt. Ltd. (Relevant Member) and other Lead Member,relevant members further decided that all members shall implement their projects independently on the request of consortium Greater Noida authority vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/697 has approved sub Division of the land accordingly. The Managing Director informed that for the purpose of getting the land registered in the name of the company, some employee of the company has to be authorized to sign the necessary documents. After detail discussion the following resolution has been passed.

RESOLVED THAT the company do get the land allotted to it by the GNIDA at plot no: GH-01C, Sector 16, Greater Noida measuring 17288 Sq. Mtrs. Duly sub divided & registered in the name of the company as approved vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/697 of the said authority.

RESOLVED THAT Sh. Kailash Chauhan, Managing Director of the company be hereby authorized to sign the necessary documents including undertaking/s on the behalf of the company for registration of the above land and do all acts,deeds and things for the purposes.

M/s Cosmos Infraestate Pvt. Ltd.

For Cosmos Infraestate Pvt. Ltd.

Avinash Chauhan

Director

For COSMOS INFRAESTATE PVT. LTD.

Kailash

Managing Director

प्रबंधक (वित्त) ग्रेटर नोएडा प्राधिकरण

For Panchsheel Buildtech Pvt. Ltd.

Authorised Signatory

[Faint, illegible text, likely bleed-through from the reverse side of the page]



[Faint, illegible text, likely bleed-through from the reverse side of the page]

[Handwritten signature or initials]

RATAN BUILDTECH PRIVATE LIMITED.

113/70, SWAROOP NAGAR, KANPUR.

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE M/S RATAN BUILDTECH PVT. LTD. IN THEIR MEETING HELD ON WEDNESDAY 1st FEBRUARY 2012 AT THE REGISTERED OFFICE OF THE COMPANY AT 113/70 SWAROOP NAGAR KANPUR, 208002.

The chairman informed that the consortium consisting of M/s Panchsheel Buildtech Pvt. Ltd. (SPC), M/s Dreamland Promoters & Consultants Pvt. Ltd., M/s Cosmos Infra Estate Pvt. Ltd., M/s Ratan Buildtech Pvt. Ltd., M/s B.S.Buildtech Pvt. Ltd., M/s Anusha engineering Consultant & Constructions Pvt. Ltd. has been allotted group housing plot no GH-01, Sector-16, Greater Noida measuring 202319.46 Sq. Mtrs. (Actual As per Lease Plan 203422.60 Sq. Mtrs.) it has been decided between the consortium members that M/s Ratan Buildtech Pvt. Ltd. (Relevant Member) will get registered 16863.00 Sq. Mtrs. Land in their name and balance 185559.50 Sq. Mtrs. land will be got registered in favour Lead member & relevant members as per letter dated: 06/07/2011 no: Builders/BRS-04/2011/699 of GNIDA. M/s Ratan Buildtech Pvt. Ltd. (Relevant Member) and other Lead Member, relevant members further decided that all members shall implement their projects independently on the request of consortium Greater Noida authority vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/699 has approved sub Division of the land accordingly. The chairman informed that for the purpose of getting the land registered in the name of the company, some employee of the company has to be authorized to sign the necessary documents. After detail discussion the following resolution has been passed.

RESOLVED THAT the company do get the land allotted to it by the GNIDA at plot no: GH-01D, Sector 16, Greater Noida measuring 16863.00 Sq. Mtrs. duly sub divided & registered in the name of the company as approved vide letter dated: 06/07/2011 no: Builders/BRS-04/2011/699 of the said authority.

RESOLVED THAT Sh. Gaurav Garg Director of the company be hereby authorized to sign the necessary documents including undertaking/s on the behalf of the company for registration of the above land and do all acts, deeds and things for the purposes.

Certified True Copy
M/s Ratan Buildtech Pvt. Ltd.

Director

M/s Ratan Buildtech Pvt. Ltd.

Director

For Panchsheel Buildtech Pvt. Ltd.

Authorised Signatory

For Ratan Build Tech (P) Ltd.

Director

प्रबंधक (वित्त)
ग्रेटर नोएडा प्राधिकरण

Page No. _____

KAFAN BUILDERS PRIVATE LIMITED

11370, SWARNOP NAGAR, KANPUR

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMPANY IN RESPECT OF THE ...

WHEREAS the Board of Directors of the Company has considered the ...

AND WHEREAS the Board of Directors has resolved to ...



For Pantheel, Director (A) Ltd
Authorized Signatory

[Handwritten Signature]



Annexure-E (120)

B S BUILDTECH

City Office : E-88, Sector-52, Noida, UP, 201-301
Ph.: 0120-4282430, Mob. : 9582226990 / 9711156565
E-mail: admin@vaibhavvihar.com
Website: www.baibhawvihar.com

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF THE M/S B.S. BUILDTECH (SPC) IN THEIR MEETING HELD ON WEDNESDAY 1ST FEBRUARY 2012 AT THE REGISTERED OFFICE OF THE FIRM AT A-1/B-64 JANAK PURI, DELHI-58

The chairman informed that the consortium consisting of M/s Panchsheel Buildtech Pvt. Ltd. (SPC), M/s Dreamland Promoters & Consultants Pvt. Ltd., M/s Cosmos Infra Estate Pvt. Ltd., M/s Ratan Buildtech Pvt. Ltd., M/s B.S.Buildtech .(SPC), M/s Anusha engineering Consultant & Constructions Pvt. Ltd. has been allotted group housing plot no GH-01, Sector-16, Greater Noida measuring 202319.46 Sq. Mtrs. (Actual As per Lease Plan 203422.60 Sq. Mtrs.) it has been decided between the consortium members that M/s B.S.Buildtech .(SPC), (Relevant Member) will get registered 20265.08 Sq. Mtrs. Land in their name and balance 183157.52 Sq. Mtrs. land will be got registered in favour of Lead Member & relevant members as per letter dated: 06/07/2011 of GNIDA.M/s. B.S.Buildtech .(SPC)(Relevant Member) and other relevant & Lead Members further decided that all members shall implement their projects independently on the request of consortium Greater Noida authority vide letter dated: 06/07/2011 has approved sub Divison of the land accordingly. The chairman informed that for the purpose of getting the land registered in the name of the Firm, some employee of the company has to be authorized to sign the necessary documents. After detail discussion the following resolution has been passed.

RESOLVED THAT the Firm do get the land allotted to it by the GNIDA at plot no: GH-01E, Sector 16, Greater Noida measuring 20265.08 Sq. Mtrs. duly sub divided & registered in the name of the Firm as approved vide letter dated: 06/07/2011 of the said authority.

RESOLVED THAT Sh. Abhay Kumar Partner of the company be hereby authorized to sign the necessary documents including undertaking/s on the behalf of the company for registration of the above land and do all acts, deeds and things for the purposes.

Certified True Copy
M/s B.S. Buildtech
For B S Buildtech

Abhay K.
Partner Partner

प्रबंधक (विलेडर्स)
ग्रेटर नोएडा प्राधिकरण

M/s B.S. Buildtech

For B S Buildtech
Rakesh Kojari

Partner Partner

For Panchsheel Buildtech Pvt. Ltd.

[Signature]
Authorised Signatory

James J. [unclear]
[unclear]
[unclear]
[unclear]
[unclear]

[unclear]
[unclear]
[unclear]
[unclear]

[unclear]
[unclear]
[unclear]
[unclear]

[unclear]
[unclear]
[unclear]
[unclear]

[unclear]
[unclear]
[unclear]
[unclear]

[unclear]
[unclear]
[unclear]
[unclear]

[unclear]
[unclear]
[unclear]
[unclear]



Authorized Signature
For [unclear]

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 and its corrigendum, 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. *Uttar sh Abal Baid*
Sh. Anand Kumar

2. *Dalit Kumar sh*
Tarun Kumar
Sh. Anand Kumar

[Signature]
 LESSOR

प्रबंधक (बिल्डिंग्स)
 ग्रेटर नोएडा प्राधिकरण

For and on behalf of LESSOR

[Signature]
 प्रबंधक (बिल्डिंग्स)
 ग्रेटर नोएडा प्राधिकरण

For and on behalf of LESSEE

For Panchsheel Buildtech Pvt. Ltd.

[Signature]
 Authorised Signatory
 LESSEE

आज दिनांक **19/10/2012** को

बही सं. **1** जिल्द सं. **11802**

पृष्ठ सं. **325** से **378** पर क्रमांक **20127**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

19/10/2012



For Panchsheel Builders Pvt. Ltd.

Authorized Signatory