

NO: NOIDA/GHP/GH-03/A-143/2012/ 28 22

DATED: 13 AUGUST, 2012

**M/S GULSHAN HOMES AND INFRASTRUCTURE PRIVATE LIMITED
(FORMERLY -M/S THREE C ESTATES PRIVATE LIMITED)
4, DAYANAND VIHAR,
DELHI-110092**

**SUB: CHANGE IN NAME OF COMPANY M/S THREE C ESTATES PVT.
LTD. AND DIRECTORS LESSEE OF GROUP HOUSING PLOT NO.
GH-03/A, SECTOR-143, NOIDA.**

Sir,

Please refer to your letter dated 14.03.2012 on the subject mentioned above. In this connection it is informed that the change in the name of the company and its directors has been taken on the records i.e. from M/S THREE C ESTATES PVT. LTD. to M/S GULSHAN HOMES AND INFRASTRUCTURE PRIVATE LIMITED., under the Section 23(1) of the companies Act, 1956, as per the following list of Directors & Shareholders:-

LIST OF DIRECTORS

| SL. NO. | NAME | RESIDENCE ADDRESS |
|---------|--------------------|---|
| 1 | MR. GULSHAN NAGPAL | A-23, SWASTHYA VIHAR, DELHI-110092 |
| 2 | MR. DEEPAK KAPOOR | B-193, PHARMA APPT. 88, I.P. EXTN. DELHI-110092 |
| 3 | MR. RAJESH NAGPAL | A-23-24, GC GRAND, PLOT NO. 2C, VAIBHAV KHAND, INDRAPURAM, GHAZIABAD. |

LIST OF SHAREHOLDERS

| SL. NO. | NAME OF MEMBERS/ SHAREHOLDER | % AGE OF SHAREHOLDING |
|---------|---------------------------------------|-----------------------|
| 1 | M/S SILVERADO ESTATES PRIVATE LIMITED | 60.00% |
| 2 | M/S FLAIR REALCON PRIVATE LIMITED | 40.00% |

All other terms and conditions of allotment/sub-division and the lease deed/sub lease deed shall remain unchanged.

Yours faithfully,

[Signature]
13/8/12

ASSTT. GENERAL MANAGER (GHP)

[Stamp]

[Stamp]

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
MAIN ADMINISTRATIVE BUILDING, SECTOR-6, NOIDA
GAUTAM BUDH NAGAR-201301

NO: NOIDA/GHP/GH- 03/A -143/2011/ 4010

DATED: 08TH, JULY, 2011

POSSESSION ORDER

Group Housing Plot No.GH- 03/A, Sector-143, NOIDA measuring an area of 50166.30 Sq. mtrs. has been allotted in favour **M/S THREE C ESTATES PVT. LTD.**, a Special Purpose Company, having registered Office at C-23, Greater Kailash Enclave, Part-I, New Delhi-110048. Lease deed of the above plot has been executed on 07.07.2011 through Authorized signatory **Shri. Deepak Khurana S/o Shri Charanjit Khurana R/o D-116, Sector-47, Noida.** Allottee is directed to take physical possession of above plot as per the site, within 15 days from the date of issue of this letter otherwise penalty as per rule shall be payable by the allottee.

DESK OFFICER/OFFICE SUPDT.
(GROUP HOUSING DEPTT.)

Copy to :-

1. Project Engineer-I along with attested photo and signature of the authorized signatory with the request to hand over the possession of above referred plot to the allottee.
2. Allottee.

DESK OFFICER/OFFICE SUPDT.
(GROUP HOUSING DEPTT.)

21/7/11
Office: Sector-6
Noida Authority, Sec-6
Noida-201301

नवीन ओखला औद्योगिक विकास प्राधिकरण
कार्यालय परियोजना अभियन्ता, सी0सी0डी0-1, नोएडा

Ref.: No.Noida/GHP/GH-03/B-143/2011/4040

Dated 08-07-2010

कब्जा प्रमाण पत्र

आवंटी का नाम एवं पता

M/s THREE C ESTATES PVT. LTD. (SPC) Regd. Office C-23,
Greater Kailash Enclave Part-I, New Delhi-110048- Through
Authorized Signatory Sh. Deepak Khurana S/o Shri Charanjit
Khurana R/o D-116, Sector-47, NOIDA

भूखण्ड (जी.एच.) संख्या 003/ए

ब्लॉक -GH

सेक्टर-143

भूखण्ड की स्थिति

भूखण्ड का क्षेत्रफल वर्ग मीटर

दिप्पणी

| | | |
|--------|--|--------------------|
| उत्तर | As per site plan attached Issued by GHP Deptt. | |
| दक्षिण | As per site plan | |
| पूर्व | As per site plan | 50166.30 वर्ग मीटर |
| पश्चिम | As per site plan | |

मैं/ हम जी.एच. भूखण्ड संख्या 003/ए ब्लॉक -GH सेक्टर-143 का भौतिक कब्जा दिनांक 15-07-2011 को लिया है।

मैं/हम गुप्त हाउसिंग भूखण्ड के आकार, क्षेत्रफल तथा निशानदेही से सहमत है/हैं तथा इस भूखण्ड पर किसी प्रकार का अतिक्रमण नहीं है।

कब्जा देने वाले का हस्ताक्षर

कब्जा प्राप्त करने वाले का हस्ताक्षर

अवर अभियन्ता
सी0सी0डी0-प्रथम, नोएडा

आवंटी

पत्र सं० नोएडा/म0आ0(सी.सी.डी.-1)/2011/ 3508
प्रतिलिपि

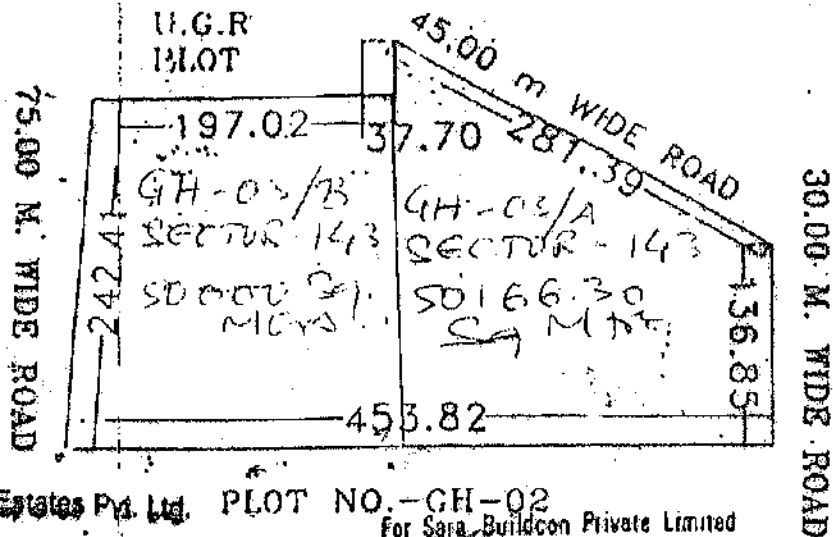
दिनांक 15-7-11

- भूखण्ड स्वामी ।
- उप महा प्रबन्धक(जी.एच.पी.)।
- वरिष्ठ लेखाधिकारी(जी.एच.पी.)

सहाय परियोजना अभियन्ता
सी0सी0डी0-प्रथम, नोएडा

SITE PLAN OF SEC-143

PLOT NO. - GH-03
TOTAL AREA - 100166.30 SQM



For Silverado Estates Pvt. Ltd. PLOT NO. - GH-02

For Sara Buildcon Private Limited

Director/Authorized Signatory

Authorized Signatory

For Sulej Agro Products Limited

NOTE - AREA MAY BE CHANGE AFTER FINAL EXECUTION OF ROADS & DRAINAGE

For Moonlight Sports Private Limited

For Maciton Intotech Pvt. Ltd

Authorized Signatory

Authorized Signatory

J.E
C.C.D-1

A.P.E
C.C.D-1

For Maciton Private Limited

Authorized Signatory

For The C Estates Pvt. Ltd.

Authorized Signatory

भारतीय पोस्टल स्टाम्प

बीस रुपये

रु. 20

Rs. 20

TWENTY
RUPEES

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UTTAR PRADESH

14AA 264585

Stamp Duty Paid in Cash Certificate in pursuance of
C-22, Mr. Rajesh Chandra, Part-1, New Delhi
in pursuance of the order of the Collector
of the State of Uttar Pradesh, dated 28/06/11
section 10-A of the Stamp Act, 1899 is certified that
an amount of Rs. 50,000/- has been paid in cash as stamp duty in respect
of this instrument in the State Bank of India
Treasury at Lucknow, U.P.
by Chaitan Budh Nagar, dated 28/06/11
A copy of which is annexed herewith.

M/s Three C Estates Pvt. Ltd.
Exchange, Part-1, New Delhi

Rs. Six Lacs Fifty Lacs thirty five Thousand

21 June 2011
Date

Officer-In-Charge
Treasury

Chaitan Budh Nagar

29/06/11

ATTACHED WITH THE LEASE DEED OF GROUP
HOUSING PLOT NO. GH-03/A, SECTOR-143, NOIDA,
DISTT. GAUTAM BUDH NAGAR (U.P.)

LESSOR

For Three C Estates Pvt. Ltd.

LESSEE

Authorized Signature

नं. 440 रु. 2014 M. Three C Estates Pvt. Ltd.
 में शामिल
 किया गया।
 24 JUN 2011
 सौकडिया
 ★ कोषागार/गौतम बुद्ध नगर ★

N.D.

NOTICE FOR SALE

हम निम्नलिखित स्थिति में निम्नलिखित...

अवकाश के लिए...

महानगर...

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LEASE DEED

This Lease Deed made on 7th day of JULY, 2011 (Two thousand and ten) between the **NEW OKHLA 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 THREE C ESTATES PVT. LTD.**, a **Special Purpose Company**, within the meaning of Companies Act, 1956, having its registered office at **G-23, Greater Kailash Enclave, Part-I, New Delhi-110048.**, through its Authorized Signatory **Shri. Deepak Khurana S/o Shri Charanjit Khurana R/o D-116, Sector-47, Noida**, duly authorized by the Board of Directors vide Resolution dated **15.06.2011** hereinafter called the Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the other part.

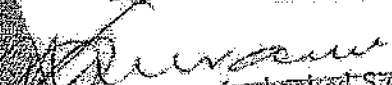
WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the Plot No. GH-03/A Sector-143 NOIDA (Sub Divided Plot of Plot No. GH-03 Sector-143) on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats 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 **M/S SILVERADO ESTATES PVT. LTD. (LEAD MEMBER) M/S FLAIR REALCON PVT. LTD. (RELEVANT MEMBER), M/S MOONLIGHT SPORTS PVT. LTD. (RELEVANT MEMBER), M/S SARA BUILDCON PVT. LTD. (RELEVANT MEMBER), M/S MERITON INFOTECH PVT. LTD. (RELEVANT MEMBER) & M/S SUTLEJ AGRO PRODUCTS LTD. (RELEVANT MEMBER)** the plot NO. GH-03, SECTOR-143, NOIDA, after fulfilling the terms and conditions prescribed in the brochure of Group Housing Scheme Code GH-2011 (I) and its corrigendums, vide Reservation letter No. NOIDA / GHP /GH-2011-(I) /2011/2960 dated 31.03.2011 & Allotment letter No. NOIDA /GHP/GH-2011-(I)/2011/3264 dated 29.04.2011 and


LESSOR


For Three C Estates Pvt. Ltd.


Authorized Signatory

82,419,691.00

पट्टा विलेख

(90 वर्ष)

10,000.00

80

10,080.00

4,000

प्रतिफल

मालिफत

आगत वार्षिक किराया

फौर रजिस्ट्री

नकल व प्रति शुल्क

धारा

शब्द तालिका

श्री श्री M O Three C Estates Pvt Ltd द्वारा दीपक खुराना

पुत्र श्री चरणजीत खुराना

चयनसाध नौकरी

निवासी स्थली डी- 116 से 0.47 नोएडा

अस्थायी फल

ने यह लेखपत्र इस कार्यालय में दिनांक 7/7/2011 समय 7:58PM

वजे निबन्धन हेतु पेश किया।

रजिस्ट्रार ऑफिसरी के हस्ताक्षर

एमओ केओ सागर

उप निबन्धक (प्रथम)

नोएडा

7/7/2011

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. पलेखानुसार प्रस्त

पट्टा धारा

पट्टा गृहिता

श्री नोएडा विकास प्रा. द्वारा आनन्द कपूर

पुत्र श्री कार्यालय अधीक्षक

पेशा

निवासी

श्री M O Three C Estates Pvt Ltd द्वारा दीपक

खुराना

पुत्र श्री चरणजीत खुराना

पेशा नौकरी

निवासी डी- 116 से 0.47 नोएडा

ने निष्पादन स्वीकार किया।

मिनकी परखन श्री मदन गुप्ता

पुत्र श्री एचओ पी सी गुप्ता

पेशा व्यापार

निवासी सी- 13 से 0.12 नोएडा

व श्री विकास आनन्द

पुत्र श्री दीपक आनन्द

पेशा व्यापार

निवासी डी- 1133/49 फरीदाबाद

ने की।

प्रत्यक्षतः भद्र तक्षियों के निशान अंगुलि निष्पादन हेतु पेश किया।

रजिस्ट्रार ऑफिसरी के हस्ताक्षर

एमओ केओ सागर

उप निबन्धक (प्रथम)

नोएडा

7/7/2011



Allotment letter No. NOIDA /GHP/GH-2011-(I)/2011/3701 dated 08.06.2011 & for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

AND WHEREAS the lessor approved the sub division of Group Housing Plot No. GH-03, Sector-143 as GH-03/A, Sector-143 (admeasuring to 50,166.30 sq mtr) & GH-02/B, Sector-143 (admeasuring to 50,000.00 sq mtr) and the name and status of M/S THREE C ESTATES PVT. LTD. as Special Purpose Company, on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, to develop and marketing the project on demarcated plot No.GH-03/A, Sector-143, NOIDA measuring 50166.30 sq. mtrs vide letter No. Noida/GHP/GH-03/A-143/2011/4020 dated 7th July, 2011.

AND WHEREAS the lessee is a Special Purpose Company comprising of-

LIST OF DIRECTORS

| SL. NO. | NAME | RESIDENCE ADDRESS |
|---------|--------------------------|---|
| 1 | SHRI NIRMAL SINGH | D-107, PANCHSHEEL ENCLAVE, NEW DELHI-110017 |
| 2 | SHRI VIDUR BHARADWAJ | 207, GOLF LINKS, NEW DELHI-110003, |
| 3 | SHRI SURPREET SINGH SURI | 192-B, SAINIK FARMS, NEW DELHI-110062 |

LIST OF SHAREHOLDERS

| SL. NO. | NAME OF MEMBERS/ SHAREHOLDER | % SHAREHOLDING | AGE OF |
|---------|---------------------------------------|----------------|--------|
| 1 | M/S SILVERADO ESTATES PRIVATE LIMITED | 60.00% | |
| 2 | M/S FLAIR REALCON PRIVATE LIMITED | 40.00% | |

And it has been represented to the lessor that the Special Purpose Company members have agreed amongst themselves that M/S SILVERADO ESTATES PRIVATE LIMITED, having its registered office at C-23, Greater Kailash Enclave, Part-I, New Delhi-110048, shall remain always be the Lead Member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the SPC will be allowed to transfer its shareholding in accordance with terms and conditions of brochure of the Scheme Code GH-2011-(I) and the allotment letter dated 29.04.2011

LESSOR
ASIA NIDHI KUTUMBAH

Office Supdt.
 Noida Authority Sec-6
 Noida-201301

For Three C Estates Pvt. Ltd.

LESSEE

Authorised Signatory

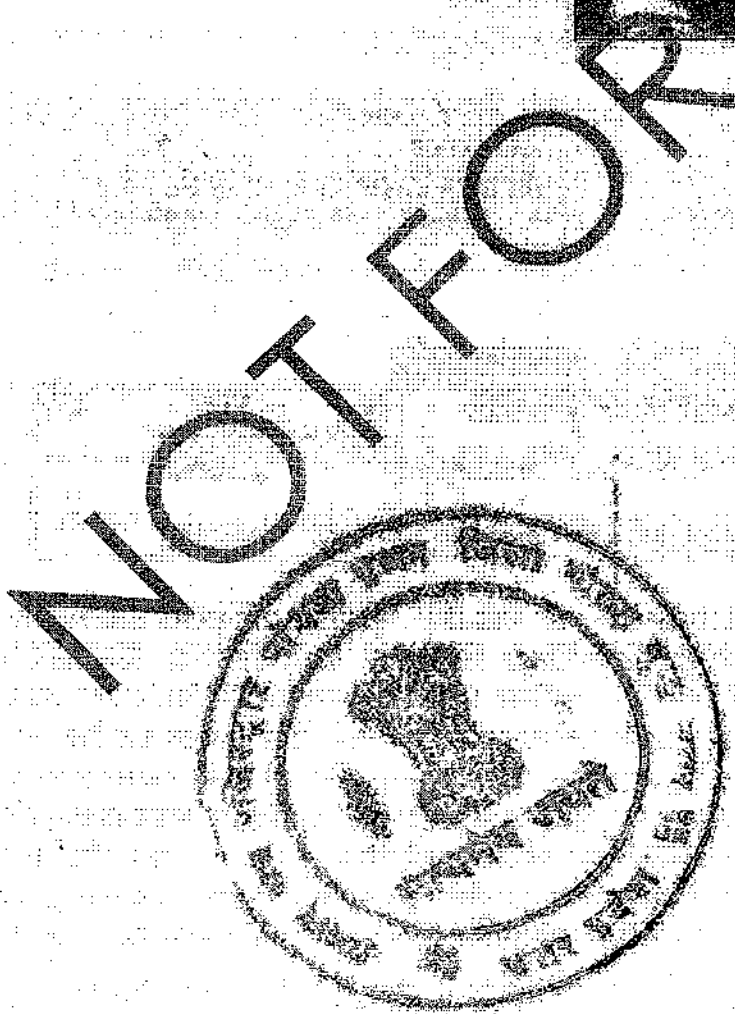
पट्टा दाता

Registration No: 5397

Year: 2011

Book No: 1

0101 नॉइस विकास प्रा0 द्वारा आनन्द कुमार
कार्यालय अधीक्षक





and the shareholding of the "Lead Member" in his SPC shall remain at least 30% till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the LESSOR.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-


1. This in consideration of the total premium of ₹. 118,24,19,691.00 (Rupees One Hundred Eighteen Crore Twenty Four Lac Nineteen Thousand Six Hundred Ninety One only) out of which 10% of i.e. ₹. 11,82,41,969.10 say ₹. 11,82,41,970.00 (Rupees Eleven Crore Eighty Two Lac Forty One Thousand Nine Hundred Seventy only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance 90% premium i.e. ₹. 106,41,77,722.00 (Rupees One Hundred Six Crore Forty One Lac Seventy Seven Thousand Seven Hundred Twenty Two only) of the plot along with interest will be paid in 16 half yearly instalments in the following manner.

| SL NO | DUE DATE | INSTALMENT (In ₹.) | INTEREST (In ₹.) | TOTAL (In ₹.) |
|-------|------------|--------------------|------------------|---------------|
| 1 | 28.10.2011 | -- | 58529775 | 58529775 |
| 2 | 28.04.2012 | -- | 58529775 | 58529775 |
| 3 | 28.10.2012 | -- | 58529775 | 58529775 |
| 4 | 28.04.2013 | -- | 58529775 | 58529775 |
| 5 | 28.10.2013 | 66511108 | 58529776 | 125040884 |
| 6 | 28.04.2014 | 66511108 | 54871665 | 121382773 |
| 7 | 28.10.2014 | 66511108 | 51213554 | 117724662 |
| 8 | 28.04.2015 | 66511108 | 47555443 | 114066551 |
| 9 | 28.10.2015 | 66511108 | 43897332 | 110408440 |
| 10 | 28.04.2016 | 66511108 | 40239221 | 106750329 |
| 11 | 28.10.2016 | 66511108 | 36581110 | 103092218 |
| 12 | 28.04.2017 | 66511108 | 32922999 | 99434107 |
| 13 | 28.10.2017 | 66511108 | 29264888 | 95775996 |
| 14 | 28.04.2018 | 66511108 | 25606777 | 92117885 |
| 15 | 28.10.2018 | 66511108 | 21948666 | 88459774 |
| 16 | 28.04.2019 | 66511108 | 18290555 | 84801663 |
| 17 | 28.10.2019 | 66511108 | 14632444 | 81143552 |
| 18 | 28.04.2020 | 66511108 | 10974333 | 77485441 |
| 19 | 28.10.2020 | 66511108 | 7316222 | 73827330 |
| 20 | 28.04.2021 | 66511108 | 3658111 | 70169219 |


LESSOR
ANAND KUMAR
Office Supdt,
Noida Authority Sec 6

For Three Estates Pvt. Ltd.,

LESSEE
Authorised Signatory

Book No. :



डी-118 से 0.47 नोएडा

मोप्रासी

NOTED

ए. नंदा वन विद्यापीठ



In case of default in depositing the installments or any payment, interest @ 14% 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 "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/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 lease rent payable and then the premium due. No request of the lessee contrary to this will be entertained.

The area of the plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variations. The applicable rate of allotment of additional area shall be the accepted tender rate for the original plot plus simple interest @12% from the date of allotment or the reserve price or the accepted tender rate for the Group Housing Plots in the relevant sector or the nearby area, at the time of communication about the additional land whichever is higher. Payment of premium and the lease rent of the additional land will be made as per the terms & conditions applicable to the land initially allotted.

A. EXTENSION OF TIME

1. Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to a maximum of three (3) such extensions during the entire payment schedule.


LESSOR

Office Secy,
Noida Authority Sec-5
GPO No. 10/11


Authorized Signatory
Authorized LESSEE

NOT FOR SALE



2. For the purposes of arriving at the due date, the date of issuance of the 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 plot of land numbered as Group Housing Plot No.GH-03/A, Sector-143, in the NOIDA, Distt. Gautam Budh Nagar (U.P.) contained by measurement 50,166.30 Sq. mtrs. be the same a little more or less and bounded:

On the North by : As per Site
On the South by : As per Site
On the East by : As per Site
On the West by : As per Site

And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

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 7th JULY, 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.

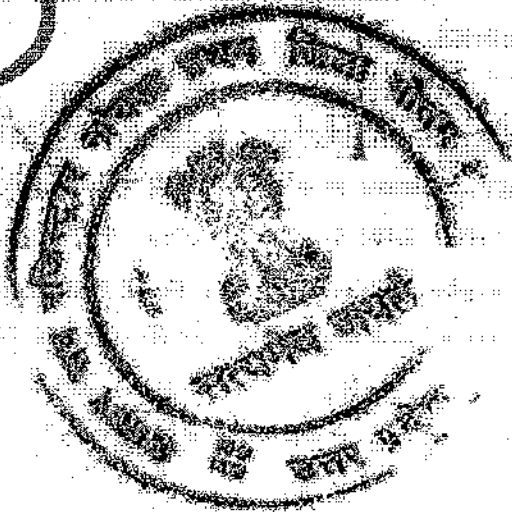
b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and 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

For Three C Estates Pvt. Ltd.

LESSOR

LESSEE
Authorized Signatory

NOT FOR SALE



lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

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

a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of **MARCH** for each year the yearly lease rent indicated below:-

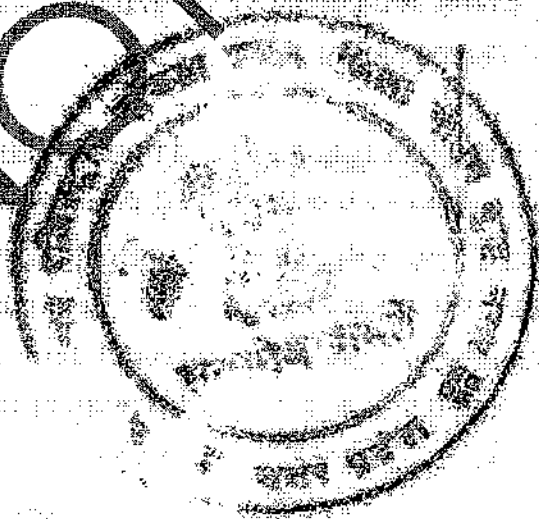
- (i) The lessee has paid ₹.11,82,41,96.91 say ₹.11,82,41,97.00 as lease rent being 1% of the plot premium for the first year of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of the lease deed and thereafter, every year, on or before the last date of the previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to an interest @14% per annum compounded half yearly on the defaulted amount and for the defaulted period.
- (v) The lessee will have the option to pay lease rent equivalent to 11 years @1% per year i.e. equivalent to 11% of the total premium of the plot as "One Time Lease Rent" 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 allottee has paid the earlier lease rent due and lease rent already paid will not be adjusted in the "One Time Lease Rent" option.

For Three Estates Pvt. Ltd.

LESSOR

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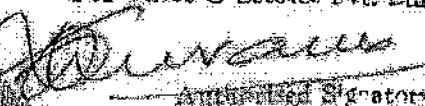
b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% 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) EXECUTION OF SUB LEASE DEED

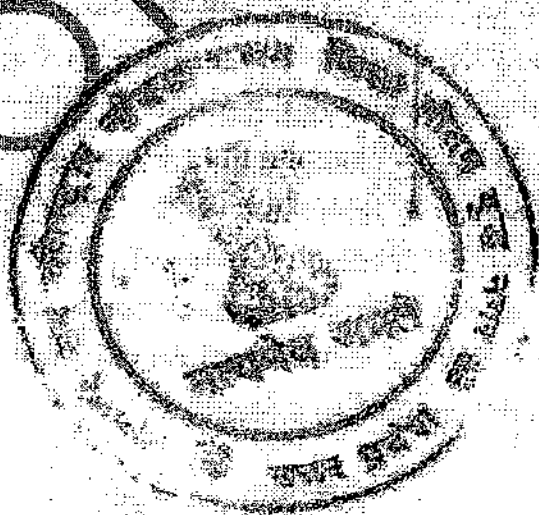
1. After the approval of the lay-out plan by the lessor, the lessee shall have the option to sub-lease portions of land earmarked for group housing, subject to minimum plot size of 10,000 Sqm. and adherence to the planning norms of the Lessor, after prior approval from the Lessor.
2. The Lessee shall sub-lease an area only once the internal development work such as internal roads, sewerage, drainage, culverts, water supply, electricity distribution/transmission lines, street lighting, etc. in that area is in progress.
3. The Lessee shall have to execute the sub-lease deed in favour of the Sub Lessee in the form and format as prescribed by the Lessor.
4. On execution of such sub-lease deed(s), the sub-lessee(s) will be bound to comply with the provisions of payment of proportionate share of the lease premium, lease rent and all other charges payable to the Lessor in the proportionate share of the land area so sub-leased.

Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed /sub-lease deed/ scheme shall not be automatically considered as default of the Lessee. The Lessor shall be entitled to take any action against the sub-lessee as well, including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of Brochure of the Scheme.


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5. The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats in favour of the individual allottee(s):

- i. Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate/ occupancy (completion) certificate of the constructed flats on the allotted plot from the Building Cell of the this as mentioned in clause-CONSTRUCTION of this document.
- ii. Lessee/ sub-lessee(s) shall submit "No Dues Certificate" in accordance with the payment schedule specified in the Lease Deed/sub-lease deed from the Accounts Department (Residential) of the LESSOR.
- iii. Rs. 1000/- shall be paid as processing fee in each case of SUB LEASE in addition to other documents prescribed by the LESSOR.

NORMS OF DEVELOPMENT

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

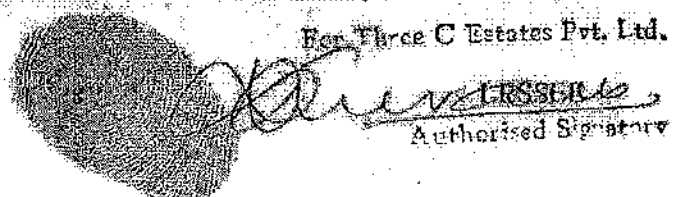
| | |
|-------------------------------------|--------------------------|
| Maximum permissible Ground Coverage | 40 % |
| Maximum permissible FAR | 2.75 |
| Set backs | As per Building Bye-laws |
| Maximum Height | No Limit |

- b. The ground coverage, FAR, Set Back, Height, Green Area & Parking shall be allowed as per terms and conditions of brochure/ allotment lease deed and the Building Regulations and Bye-laws of the NOIDA.

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(s) shall be treated as


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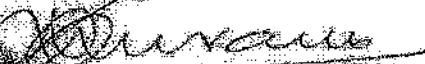


the date of possession. The Lessee/Sub-lessee(s) shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the completion/occupancy certificate issued from Building Cell Department of the LESSOR in maximum 5 phases within a period of 7 years from the date of execution of the lease deed(s). The lessee/Sub-lessee(s) 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 temporary 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/Sub-lease deed.

2. The Lessee shall make the provisions for the development of community facilities such as school, dispensary, milk-booth, community centre, electric sub-station, water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building Bye-Laws of the LESSOR prevailing on the date of execution of the lease deed.
3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. 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/Sub-lessee(s).
4. Without prejudice to the LESSOR's right of cancellation, the time for the completion of the 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 of the plot.
 - For second year the penalty shall be 5% of the total premium of the plot.
 - For third year the penalty shall be 6% of the total premium of the plot.

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


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For Three C Estates Pvt. Ltd.,


Authorised Person

5. In case the Lessee/Sub-lessee(s) does not construct building within the time provided including the extension granted, if any, for the above, the lease deed/sub-lease deed, as the case may be, shall be liable to be cancelled. Lessee/Sub-lessee(s) shall lose all rights to the allotted land and buildings appurtenant thereto.
6. The lessee/Sub-lessee(s) may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly, enabling them to do phase-wise marketing.

MORTGAGE

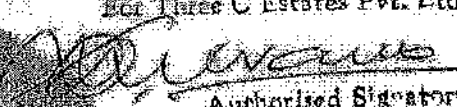
The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/Sub-lessee(s) should have valid time period for construction as per terms of the lease deed/sub-lease deed or have obtained valid extension of time for construction and should have cleared up to date dues of the plot premium and lease rent.

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

- a. Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
- b. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).
- c. Clearance of up to date dues of the LESSOR.

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


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


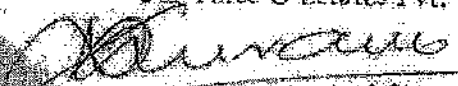
The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

TRANSFER OF PLOT

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

- (i) The dues of the LESSOR towards the cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed/sub-lease deed before executing of sub-lease deed of the flat.
- (ii) The lease deed/sub-lease deed has been duly executed.
- (iii) Transfer of the flat will be allowed only after obtaining the temporary occupancy/ completion certificate for the respective phase by the Lessee/sub-lessee.
- (iv) The sub-lessee of the individual flat undertakes to put to use the premises for the residential use only.


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- (v) First sale of a flat to an individual allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee/ sub-lessee to the LESSOR in writing. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the LESSOR.
- (vi) Rs. 1000/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee/Sub-lessee shall not use flat for any purpose other than for residential purposes.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises alongwith structures thereon, if any, shall be resumed by the LESSOR.



The Lessee/Sub-lessee will not make any alteration or addition 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 deviations as aforesaid.

If the Lessee/Sub-lessee fails to correct such deviations 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 the Lessee/Sub-lessee who hereby agrees to reimburse by paying to the Lessor such amounts as may be fixed in that behalf.

LIABILITY TO PAY TAXES

The Lessee/Sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in

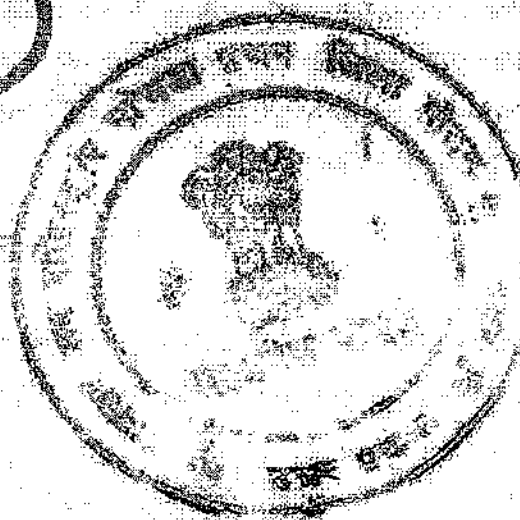

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For Three C Estates Pvt. Ltd.

LESSEE


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8) this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

OVERRIDING POWER OVER DORMANT PROPERTIES

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

MAINTENANCE

- 9)
1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
 2. The Lessee/Sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
 - a) in a state of good 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 condition according to the convenience of the inhabitants of the place.
 3. The Lessee/Sub-lessee(s) shall abide by all regulations, Bye-laws, Directions and Guidelines of the LESSOR framed/issued under section


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For Three C Estates Pvt. Ltd.


LESSEE

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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 the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and expedient.
5. The lessee/sub-lessee(s) shall make such arrangements as are necessary for the maintenance of the buildings and common services and if the buildings are not maintained properly the LESSOR will have the power to get the maintenance done through any other agency and recover the amount so spent from the lessee/sub-lessee(s). The lessee/sub-lessee(s) will be individually and severally liable for payment of the maintenance amount. The rules/regulations of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/sub-lessee(s). No objection to the amount spent for the maintenance of the buildings by the lessor shall be entertained and decision of the LESSOR in this regard shall be final.

CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to the cancellation, the LESSOR will be free to exercise its right of cancellation of allotment/lease/sublease in the case of:

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.
2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.
3. Default on the part of the Lessee/Sub-lessee for breach/violation of the terms and conditions of the registration/allotment/lease/sub-lease and/or non-deposit of the allotment amount.

For Thres C Estates Pvt. Ltd.

LESSOR

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LESSEE

4. If at the same time of such cancellation, the plot is occupied by the Lessee/sub-lessee, 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(s) thereon, if any, and the Lessee/sub-lessee will have no right to claim any compensation thereof. The balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in para 1 above, the entire amount deposited by the Lessee/sub-lessee till the date of cancellation shall be forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

1. The Lessor reserves the right to make such additions / alterations 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 and approved by the LESSOR.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding on all concerned.
3. If due to any Force Majeure or such circumstances beyond the control of the LESSOR, the LESSOR is unable to make allotment or facilitate the Lessee/sub-lessee(s) to undertake the activities in pursuance of the executed lease deed/sub-lease deed, the deposits depending on the stages of payments, will be refunded without any interest.
4. If the Lessee/sub-lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the LESSOR to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period, failing which the LESSOR shall itself get the nuisance removed at the Lessee's/Sub-

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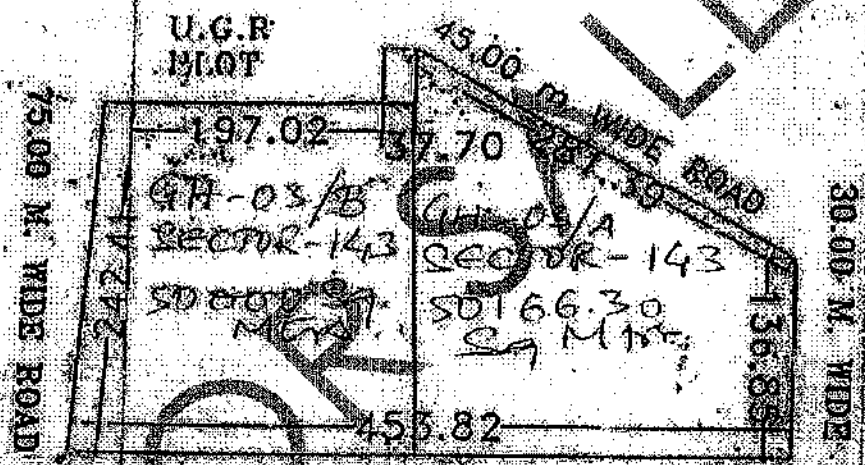
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SITE PLAN OF SEC-143

PLOT NO. - GH-03
TOTAL AREA - 100166.30 SQM



For Silverado Estates Pvt. Ltd. PLOT NO. - GH-02

For Sarg. Builders Private Limited

Director/Authorised Signatory

Authorised Signatory

For Sufel Agro Products Limited

NOTE - AREA MAY CHANGE AFTER FINAL EXECUTION OF ROADS & DRAIN

For Moonlight Sports Private Limited

For Mexicon Intotech Pvt. Ltd.

Authorised Signatory

Authorised Signatory

J.E

A.P.E

C.C.D-I

C.C.D-I

For Flah. Pearson Private Limited

For Three C Estates Pvt. Ltd.

Authorised Signatory

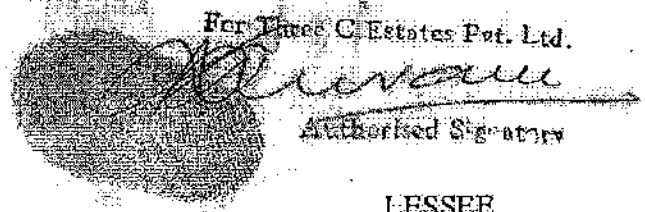
Authorised Signatory

lessee's cost and charge damages from the Lessee/Sub-lessee for the period of subsistence of the nuisance.

5. Any dispute between the LESSOR and Lessee/ Sub-Lessee(s) 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/Sub-Lease Deed 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. Tenderers 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 shall be liable to pay all taxes/charges leviable from time to time by the LESSOR or any other Authority duly empowered to levy the tax/charges.
9. Dwelling unit flats shall be used for the residential purpose only. Default, if any, renders the lease/sub-lease liable to cancellation and the Lessee/sub-lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for the purposes other than the community requirements.
11. All arrears due to the Lessor/lessee/sub-lessee would be recoverable as arrears of land revenue.
12. The Lessee/sub-lessee shall not be allowed change his role, otherwise the lease/sub-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 a reasonable rate as decided by the LESSOR, whose decision in this regard shall be final and binding on the lessee/sub-lessee(s).

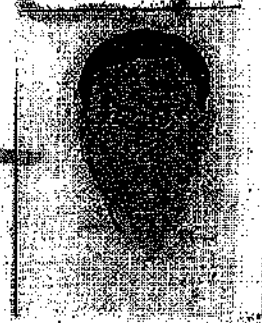


LESSOR

For Three C Estates Pvt. Ltd.

Authorized Signatory

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14. In case the LESSOR is not able to give possession of any plot or any part thereof in any circumstances, the deposited money against that part will be refunded to the allottee without any interest.

15. All other terms and conditions of the Brochure of the Scheme and the Allotment Letter will be applicable and binding upon the Lessee / Sub 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. *Madan Lal Gupta*
90 Loke. Sk. P.C. Gupta
C-18, Sector-12, Noida

2. *V. Anand*
Vikas Sharma
D-1153/49
Bhad

[Signature]
Signed and delivered
for and on behalf of LESSOR

For and on behalf of the LESSEE
For Three C Estates Pvt. Ltd.

[Signature]
Authorized Signatory

Certified that this true and extract copy of the original in all respect.

[Signature]
LESSOR

For Three C Estates Pvt. Ltd.
[Signature]
Authorized Signatory

LESSEE

आज दिनांक 07/07/2011 को

बही सं. 1 जिल्द सं. 2578

पृष्ठ सं. 39 से 74 पर जायक 5397

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एम० के० सहाय

उप निबंधक (प्रथम)

गोएला

7/7/2011

