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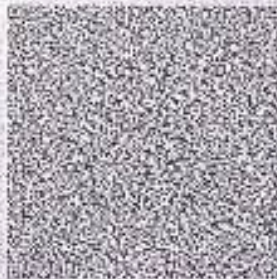
INDIA NON JUDICIAL  
Government of Uttar Pradesh

e-Stamp

CERTIFICATE LOCKED



Certificate No. : IN-UP018578291079940  
 Certificate Issued Date : 31-Mar-2016 10:33 AM  
 Account Reference : NONACC (BK)/ upbbbk02/ GREATER NOIDA1/ UP-GBN  
 Unique Doc. Reference : SUBIN-UPUPBOBBK02022191567816580  
 Purchased by : KAVERI TECHNOBUILD PVT LTD  
 Description of Document : Article 35 Lease  
 Property Description : COMMERCIAL BUILDER PLOT NO. C-06, DELTA-I, G.NOIDA, GAUTAM BUDDH NAGAR, U.P  
 Consideration Price (Rs.) : 31,31,74,152  
 (Thirty One Crore Thirty One Lakh Seventy Four Thousand One Hundred And Fifty Two only)  
 First Party : GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY  
 Second Party : KAVERI TECHNOBUILD PVT LTD  
 Stamp Duty Paid By : KAVERI TECHNOBUILD PVT LTD  
 Stamp Duty Amount(Rs.) : 1,56,58,750  
 (One Crore Fifty Six Lakh Fifty Eight Thousand Seven Hundred And Fifty only)



Please write or type below this line.....

Manager (Com.)  
 Greater Noida Dev. Authority  
 Greater Noida

KAVERI TECHNOBUILD PRIVATE LIMITED

Director

VO 0000497415

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.abccestamp.com](http://www.abccestamp.com). Any discrepancy in the details on this Certificate and its duplicate on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



**LEASE DEED**



This Lease Deed is executed on **31<sup>th</sup>** of **March 2016** at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

**BETWEEN**

**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, an Authority constituted under the provisions 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 of the One Part;

and

**M/s. Kaveri Technobuild Private Limited.** a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **460/7D Street No. 17 Vishwas Nagar shahdra Delhi -110032** through its Directors **Sh. Girish Kumar Goel S/O Sh Harswaroop Goel R/O E-243 Alpha - 01 Greater Noida & Mr. Devi Ram S/o Sh. Lakhmi Chand R/o House No 42 Village Birondi Chakrasenpur Greater Noida.** who is duly authorized vide Resolution dated 28.03.2016 passed by its Board of Directors, being a Company within the meaning of Article 8(d) of the Brochure of the Commercial Builders Plot Scheme Code-2015-16 (Commercial Builders Plot-V), (hereinafter called the "Lessee" which expression shall, unless the context does not so admit, include its administrators, executors, representatives and permitted assigns) of the Other Part.

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of planned integrated Industrial and Urban Township.

AND WHEREAS a consortium comprising of

- M/s. Kaveri Propmart Private Limited. (Lead Member)
- M/s. Starcity Buildcon Private Limited. (Relevant Member)
- M/s. Strategic Private Limited. (Relevant Member)

On the basis of sealed tenders vide letter bearing No. GNIDA / Prop / **Commercial/3508 DATED 29-02-2016** has been allotted Commercial Builder Plot No. C-06, **Sector -Delta -01** Greater Noida **measuring 4625 Sq. Mtrs.** for the purpose of Development of Commercial activities such as showrooms, retail outlets, restaurants, offices such as other commercial uses.

AND WHEREAS in terms of Article 8(d) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. **M/s. Kaveri**

  
 Manager (Cont.)  
 Greater Noida Dev. Authority  
 Greater Noida

**KAVERI TECHNOBUILD PRIVATE LIMITED**  
  
  
 Director

## LEASE DEED

This Lease Deed is executed on **31 th** of March **2016** at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

### **BETWEEN**

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and

**M/s. Kaveri Technobuild Private Limited**, a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **460/7D Street No. 17 Vishwas Nagar shahdra Delhi -110032** through its Directors **Sh. Girish Kumar Goel S/O Sh Harswaroop Goel R/O E-243 Alpha - 01 Greater Noida & Mr. Devi Ram S/o Sh. Lakhmi Chand R/o House No 42 Village Birondi Chakrasenpur Greater Noida**, who is duly authorized vide Resolution dated 28.03.2016 passed by its Board of Directors, being a Company within the meaning of Article 8(d) of the Brochure of the Commercial Builders Plot Scheme Code-2015-16 (Commercial Builders Plot-V), (hereinafter called the "Lessee" which expression shall, unless the context does not so admit, include its administrators, executors, representatives and permitted assigns) of the Other Part.


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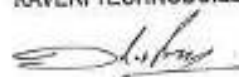
- M/s. Kaveri Propmart Private Limited. (Lead Member)
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Manager (Com.)  
Greater Noida Dev. Authority  
Greater Noida

KAVERI TECHNOBUILD PRIVATE LIMITED



  
Director

**Tecnobuild Private Limited.** a Company incorporated under the provisions of the Indian Companies Act, 2013 and having its registered office at main **460/7D Street No. 17 Vishwas Nagar shahdra Delhi -110032** However, the Member of consortium have agreed that lead Member **M/s. Kaveri Propmart Private Limited.** shall have at least 30% Shareholding, till completion certificate of at least one phase of the project is obtained from the GNIDA of 30 % construction of the total FAR is obtained from GNIDA. Each Member of the consortium with equal stake of at least 5% will be considered as the relevant member. The lead member of the consortium must be necessarily be a firm /Company registered in India with appropriate statutory Authority.

**AND WHEREAS,** at the request of the aforesaid Consortium members, the LESSOR has agreed to execute the lease of the allotted plot in the name of the Special Purpose Company i.e **M/s. Kaveri Tecnobuild Private Limited.** the LESSEE and the LESSEE has agreed to take on lease the allotted plot on the terms and conditions hereinafter appearing for the purpose of constructing commercial building/s in accordance with the approved building Plan/s utilizing the built-up space as approved by the LESSOR.

**NOW THIS LEASE DEED WITNESSETH AS UNDER:-**

**I (a)** That in consideration of the premium paid in part and the remaining agreed to be paid by the LESSEE at the time and in the manner hereinafter provided AND also in consideration of the rent hereby reserved AND observance of the covenants, provisions and the stipulations hereinafter contained and on the part of the LESSEE to be respectively paid, observed and performed, the LESSOR doth hereby demise and lease to the Lessee, all the land of Commercial Builders Plot No. C-06 **Sector -Delta -01 Greater Noida measuring 4625 Sq. Mtrs., to be the same a little more or less and bound as under:-**

On the North by :

On the South by : As per Lease Plan attached


On the East by :

On the West by :

Which plot is more clearly delineated and shown in the attached lease plan (hereinafter referred to as "the Demised Premises") with their appurtenances to the LESSOR for the term of 90 years commencing from the date of execution of this lease deed, except and always reserving to the LESSOR:-

- (i) 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.

  
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- (i) The lease rent will be 1% of the premium of the plot per year for the first 10 years from the date of execution of the lease deed. The lessee has paid a sum of **Rs. 2821389/- (Rs. Twenty Eight lacs Twenty One Thousand three Hundred Eighty Nine Only)** towards the lease rent for the first year which amount the LESSOR hereby acknowledges.
- (ii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. (12% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (v) The Lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the demised plot per year 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 Lessee is not in arrears as on the date of exercising the option to pay one time lease rent has and paid the earlier lease rent due and lease rent already paid will not be considered in calculating the amount payable under the One Time Lease Rent option.
- (vi) The date of execution of the lease deed shall be treated as the date of taking over of possession.

## II. AND THE LESSEE DOETH HEREBY DECLARE AND COVENANTS

- (1) The possession of the demised premises has been handed over to the LESSEE and the LESSEE hereby acknowledges that it has received the actual physical possession of the demised premises. The LESSEE further acknowledges that the allotment and the demise of the plot is on "As is where is basis".
- (2) This lease is for a period of ninety years from the date of lease deed.

### (3) Development Norms

The Lessee subject to what is set out in the chart below, can carry out on the demised plot, the development as per the norms specified in the Building Regulations and directors of lessor.

  
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Director

| Sl. No. | Use                     | Allowed %age                        |
|---------|-------------------------|-------------------------------------|
| A.      | Maximum ground Coverage | 40 %                                |
| B.      | Maximum permissible FAR | 4                                   |
| C.      | Setback                 | As per Building bye - laws of GNIDA |
| D.      | Maximum Height          | No Limit                            |

**Permissible Construction -**

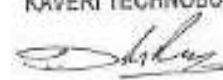
- (1) Any construction will be permissible only as per details given in the Development Norms and only after the approval of the building plans by GNIDA.
- (2) All the infrastructural services shall have to be provided by the lessee within the plot area only.
- (3) All clearances/approvals must be obtained by the lessee from the respective competent statutory authorities prior to the commencement of the construction work.
- (4) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority (ies).
- (5) The dimensions of the site given in the brochure are subject to any change/modification as per the actual measurements at the site.
- (6) All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in from time to time.

**UTILITY**

1. Each Plot mentioned in A-1 can be used for development of Commercial Complex (s) for commercial activities such as retail shops and service shop, grocery, milk and vegetable booth, beauty parlor, restaurant etc. as permissible in zonal regulation of master plan, meant for need of the local population, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out.
2. Each plot mentioned in A-2 shall be used for development of Commercial Complex (s) for commercial activities such as shopping malls, showrooms, retail outlets, restaurants, hotels offices and such other commercial uses, as permissible in zonal regulation in master plan, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out.

  
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3. All the allowed activities shall be only within the permissible floor Area Ratio (F.A.R.). It shall be the responsibility of the lessee to obtain all statutory clearance from the concerned authority (ies) prior to starting functioning in the premise. The lessor shall not be responsible for any consequences arising out of the failure of the lessee to receive any such statutory clearance.

4. **TRANSFER OF THE PLOT BUILDINGS THERON:**

Q -1

The allottee/lessee can transfer the 70% of the Plot and or the buildings constructed thereon with the prior permission of GNIDA, after payment of transfer charges as per the prevailing policy of GNIDA. However, the lessor reserves the right to reject any such transfer application without assigning any reason whatsoever.

In addition to the transfer charges as per prevailing policy of GNIDA, the allottee/lessee shall also pay an amount of Rs.10,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the allottee/lessee, as well as the sub-lessees/transferees.

No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of Rs.10,000/- will be payable on such transfer.

Q-2

*Change in Constitution shall be permitted as per prevailing policy of the lessor. In case of a partnership firm, any change in constitution as above, may be allowed only with a condition that the original partners on the date of submission of tender shall retain a minimum of 51% share of the partnership till the completion of the project i.e. up to obtaining the Completion Certificate from GNIDA for the First phase. If the lessee is a SPC, then the conditions laid down in clause C (8),C(9)&C(10) shall be applicable .*

Q-3

No transfer charges shall be applicable if built up space of commercial plot is transferred within two years from the date of issuing of the completion certificate by GNIDA. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The allottee/lessee will be permitted to transfer the built-up space on the fulfillment of the following conditions:-

  
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- (i). The dues of GNIDA 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 built-up premises.
- (ii). The lease deed /sub lease deed as per rules has been duly executed.
- (iii). The allottee /lessee/sub lessee has obtained temporary occupancy /building completion certificate for the respective phase from the GNIDA.
- (iv). The sub-lessees/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred shall be as per completion certificate.
- (v). The lessee shall also execute a sub-lease deed between lessor, lessee and proposed sub-lessee. The lessee/sub-lessee shall also ensure adherence to the building regulations and directions of the GNIDA. All the terms and conditions of the allotment and lease deed shall be applicable and binding on sub-lessee as well.
- (vi). The sub-lessee shall also be required to pay pro-rata lease rent as applicable. The sub-lessee shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to GNIDA in proof thereof. Thereafter, extension charges, as applicable, shall be payable by sub lessee to GNIDA.
- (vii). All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee, lessee and sub-lessees.

Q-4

Without obtaining the completion certificate the lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the GNIDA and to transfer not more than 70 % of the allotted plot to the interested parties, if any, with the prior approval of the GNIDA on payment of transfer charges at the rate prevailing on the date of transfer . However, the area of each of such sub-divided plot should not be less than 5,000 Sq.mtrs.

**NOTE:-** The allottee, lessee, sub-lessees are not eligible for any preferential allotment of any residential plot or house under various schemes of GNIDA.

#### **(4) EXTENSION OF TIME**

- (1) Normally extension for depositing the allotment money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned, the GNIDA may grant a maximum of 120 days extension to deposit the allotment money, subject to the payment of interest @15% (12% normal interest+3% penal interest) subject to the

  
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1. pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.
2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority.
3. 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.
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.

**(5) AREA**

The area of 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. If such variation is within 20% limits, no surrender shall be allowed. However, if such variation is more than 20%, allottee will have the option of surrendering the allotment and taking back the entire amount deposited by allottee without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted tender rate of the nearby area at the time of communication about the additional land or the original rate of allotment along with simple interest @12% from the date of allotment, whichever is higher. Payment of premium of the additional land will be made in lump sum within 30 days of intimation.

**(6) AS IS WHERE IS BASIS**

The plot will be accepted by the allottee on "As is where is basis" on a lease for a period of 90 years starting from the due date of execution of lease deed.

**(7) POSSESSION AND DOCUMENTATION**

1. Possession of allotted land will be handed over to the Lessee after execution and registration of lease deed. Possession of part of land shall not be allowed.
2. Execution and registration of lease deed can be done only after a minimum payment of 20% of premium and payment of one year lease rent in advance.
3. The Lessee will be authorized to develop and market the Commercial Space only after the lawful possession of the allotted plot is taken over.

  
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4. The allottee will be required to execute the lease deed of the plot within 60 days from the date of issue of check-list, which shall be issued immediate after the confirmation of receipt of allotment money. In case of failure to do so, the allotment of plot may be cancelled and 10% of the premium (proportionate tendered amount) of the plot may be forfeited. Amount deposited towards the extension charges, interest and other penalties etc. may also be forfeited. However, in exceptional circumstances, the extension of time for the execution of the lease deed and taking over possession may be permitted. The extension will be subject to the payment of charges @ 5% p.a. of the total premium of the plot at the tendered rate, which will be calculated on day to day basis. The relevant documents/ certificate of demarcation of the plot carried out by the concerned Project Division of the Greater Noida Authority shall be annexed with the lease deed. The date of execution of lease deed shall be considered as the date of taking over of physical possession and no plea contrary to this shall be entertained.

**(8) MISUSE, ADDITIONS AND ALTERATIONS ETC.**

The Lessee shall not use land for any purpose other than for specified 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 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.

**(9) LIABILITY TO PAY TAXES**

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in

  
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respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.


#### (10) OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in 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 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 / Authority on the amount of such compensation shall be final and binding on the applicant/allottee/lessee.

#### (11) LEASE RENT

In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

- (i) The lease rent will be 1% of the premium of the plot per year for the first 10 years from the date of execution of the lease deed.
- (ii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. compounded half yearly, on the defaulted amount and for the defaulted period.
- (v) The allottee/ lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the plot per year as "One Time Lease Rent" unless the Authority 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 considered in One Time Lease Rent option.

  
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**NOTE:**

For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.

**(12) IMPLEMENTATION & COMPLETION OF PROJECT**

1. The Lessee shall be required to complete the construction of minimum 30% of the permissible area of allotted plot as approved layout plan and get the occupancy certificate within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases. However, extension in exceptional circumstances can be granted by GNIDA, on payment of extension charges applicable as given below:

Without prejudice to the Authority'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:

- a. For first year the penalty shall be 4% of the total premium.
  - b. For second year the penalty shall be 6% of the total premium.
  - c. For third year the penalty shall be 8% of the total premium.
  - d. Extension for more than three years, normally will not be permitted.
2. The construction on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions of the GNIDA.
  3. The 'Completion Certificate' will be issued by the GNIDA on the completion of the project or part thereof in phases and on the submission of the necessary documents required for certifying the completion of the project or part thereof.
  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.

**(13) INDEMNITY**

The lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/constructions, subsequent operations and maintenance of the facilities and services, till such time as the alternate agency for such work is identified and legally appointed by the lessee after prior written approval of GNIDA. The lessee shall execute an indemnity bond, indemnifying the GNIDA against all disputes arising out of:

- a) The non-completion of the project

  
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- b) The quality of development, construction, operations and maintenance
- c) Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser(s).

#### (14) DOCUMENTATION CHARGES

The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses shall be borne by the lessee, who shall also pay the stamp duty levied on the transfer of immovable property or any other duty or charges that may be levied by any statutory authority empowered in this behalf.

#### (15) SURRENDER

1. The lessee can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited and the balance, if any, deposited against the premium of plot, will be returned without interest.
2. In case the land is surrendered after 30 days from the date of allotment, the total deposited amount or 10% of the total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc shall not be refunded.

**Note:** The date of surrender in the above case shall be the date on which the application for surrender is received at the GNIDA's office. No subsequent claims on the basis of any postal certificate etc. will be entertained.

#### (16) MORTGAGE


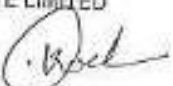
The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The 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 upto 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) Clearance of upto date dues of the GNIDA.

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

  
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Provided that in the event of foreclosure of the mortgaged/charged property, the GNIDA shall be entitled to claim and recover such percentage, as decided by the GNIDA, 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 GNIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The GNIDA'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.

### **(17) MAINTENANCE**

1. The Lessee at his own expense shall take permission for sewerage, electricity, and water connections from the concerned departments of the Authority or from the competent authority in this regard.
2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
  - i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,
  - ii) and the available facilities as well as the surroundings neat and clean and in good health and safe condition to the convenience of the inhabitants of the place.

If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and the expenses incurred in carrying out such works will be borne by the lessee. The decision of the Authority will be final as regards to the expenses incurred in the maintenance work.

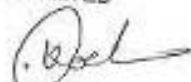
That the Lessee shall abide by all Regulations, Bye-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.

In case of non-compliance of these terms & conditions of this deed or any Directions of the Lessor, the Lessor shall have the right to impose such penalty as the C.E.O. may consider just and/or expedient.

  
Manager (Com.)  
Greater Noida Dev. Authority  
Greater Noida

KAVERI TECHNOBUILD PRIVATE LIMITED



  
Director

The lessee/sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, GNIDA will have the power to get the maintenance done through any other Authority 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 U.P. Apartment Act (Promotion of construction, ownership and maintenance) Act 2010 shall be applicable on the lessee/sub-lessee.

### **(18) CANCELLATION**

In addition to the other specific clauses relating to cancellation/determination, GNIDA/the lessor, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of this Commercial plot in case of the followings:

- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false-statement and/ or fraud.
- ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
- iii. In case of default on the part of the tenderer/ allottee/ sub-lessee(s) or any breach/ violation of the terms and conditions of the tender, allotment, lease and/ or non-deposit of the allotment amount, installments or any other dues.

If the allotment is cancelled on the grounds mentioned in Para (i.) above, the entire amount deposited by the tenderer, allottee, lessee and sub-lessee(s) till the date of cancellation/ determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (ii.) AND (iii) above 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

After forfeiture of the amount as stated above, possession of the plot will be resumed by GNIDA, along with the structures thereupon, if any, and the tenderer, allottee, lessee and sub-lessees will have no right to claim any compensation thereon.

### **(19) GENERAL TERMS AND CONDITIONS**

1. Land will be given to the lessee free from all encumbrances lease for a period of 90 years for which appropriate lease deed shall be executed between GNIDA and the lessee.
2. Subject to provision of Master Plan and regulation of GNIDA:
  - i. The lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of GNIDA/Lessor.

  
Manager (Com.)  
Greater Noida Dev. Authority  
Greater Noida

KAVERI TECHNOBUILD PRIVATE LIMITED



  
Director

- ii. Commercial and residential area can be sub-leased as per conditions of brochure on tripartite agreement basis.
- iii. Multiple renting shall be admissible to the lessee and for the sub-lessee as per prevailing policy.
- iv. The lessee shall make necessary arrangements for designing, engineering, and construction of the Project in accordance with the provisions of the Master Plan and regulations of GNIDA.
- v. The lessee shall adhere to Government policies and relevant codes of BIS/IS relating to disaster management and energy conservation in land use planning and construction works.
- vi. The lessee shall obtain applicable permits/sanctions/approvals etc. from relevant Government agencies or local bodies or other authorities, as applicable. GNIDA shall assist and facilitate the lessee to procure the sanction/approval/ license etc. expeditiously
- vii. After the written approval of the Lessor/Greater Noida Authority, the lessee can implement / develop the project through its multiple subsidiary companies in which the allottee/lessee company shall have minimum 90% equity share holdings (such subsidiaries are exempted from stamp duty for transaction between parent company and subsidiary company under the provisions of Indian Stamp Act as per State Government notification).
- viii. The lessee/allottee who develop the project through its subsidiary company shall be entitled for sub leasing the portion of allotted/leased land/built-up area in favour of the subsidiary companies and the first transfer by such subsidiary company, of the said allotted/leased land/built-up area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor/GNIDA Authority shall be payable.
- ix. The subsidiary company(ies) in whose favour sub lease deed is permitted shall be entitled to mortgage the portion of land which is being developed by them, as per rules of the Authority.
- x. The allottee/lessee shall abide by the suggestions of State Government if any, in the master plan of GNIDA.
- xi. The Authority / Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of

  
Manager (Cont.)  
Greater Noida Dev. Authority  
Greater Noida

KAVERI TECHNOBUILD PRIVATE LIMITED



  
Director

allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.

- xii. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Authority shall be final and binding.
- xiii. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority 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.
- xiv. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
- xv. Any dispute between the Authority 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.
- xvi. 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.
- xvii. The Authority 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.
- xviii. The lessee/sub-lessee of the Lessee shall be liable to pay all taxes/charges livable from time to time by GNIDA or any other authority duly empowered by them to levy the tax/charges.
- xix. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- xx. 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.

  
Chairman (Com.)  
Greater Noida Dev. Authority  
Greater Noida

KAVERI TECHNOBUILD PRIVATE LIMITED




  
Director

- xxi. The Authority in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
- xxii. In case the Authority is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest @ 4% per annum.

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


In presence of:

Witnesses:

1. Witness   
 Ishwar Prasad  
 Market Surah  
 H-36 Belkatti  
 Address G. Noida.

  
 Manager (Com.)  
 Greater Noida Dev. Authority  
 Greater Noida  
**For and on behalf of the LESSOR**

KAVERI TECHNOBUILD PRIVATE LIMITED  
   
 Director

2. Witness   
 Bimlesha KR Dehrya  
 Address G. Noida  
 J-132, Belkatti  
 G. Noida.

**For and on behalf of the LESSEE**

  
 Manager (Com.)  
 Greater Noida Dev. Authority  
 Greater Noida



Ref: GNIDA/Prop/Commercial/3568

Date: 29/12/16

To,

M/s. Kaveri Propmart Pvt. Ltd (Consotrium)  
E-243 Alpha -01  
Greater Noida

**Sub:** Allotment Letter for Commercial Builders Plot 2015-2016 Plot No. C-06 Sector Delta -01 Greater Noida Area 4500 Sqm.

Dear Sir/Madam,

Authority hereby acknowledges the receipt of Earnest money amounting Rs. 20000000 (Rs. Two Crore only) on 10.02.2016. I have been directed to inform you that Plot No. C-06 Sector -Delta -01 Area 4500 Sqm. is allotted to you on your quoted rate @ 61003/- Per Sqm. The 20 % of total premium (after adjusting Earnest Money Rs. 20000000) of this Plot is 3,49,02,700.0/- (Rs. Three Core Forty nine lacs Two Thousand Seven hundred Only ) is allotment money which has to be deposited within 120 days from the date of issue of this letter, detailed Payment of balance 80 % to be paid in instalment is given below :-

| <u>Instalment</u> | <u>Due date</u> | <u>Payable Premium</u> | <u>Payable Interest</u> | <u>Total payable instalment</u> | <u>Balance premium</u> |
|-------------------|-----------------|------------------------|-------------------------|---------------------------------|------------------------|
| Instalment No.1   | 28-12-2016      | 13725675.00            | 13176648.00             | 26902323.00                     | 205885125.00           |
| Instalment No.2   | 28-06-2017      | 13725675.00            | 12353108.00             | 26078783.00                     | 192159450.00           |
| Instalment No.3   | 28-12-2017      | 13725675.00            | 11529567.00             | 25255242.00                     | 178433775.00           |
| Instalment No.4   | 28-06-2018      | 13725675.00            | 10706027.00             | 24431702.00                     | 164708100.00           |
| Instalment No.5   | 28-12-2018      | 13725675.00            | 9882488.00              | 23608161.00                     | 150982425.00           |
| Instalment No.6   | 28-06-2019      | 13725675.00            | 9058846.00              | 22784521.00                     | 137256750.00           |
| Instalment No.7   | 28-12-2019      | 13725675.00            | 8235405.00              | 21961080.00                     | 123531075.00           |
| Instalment No.8   | 28-06-2020      | 13725675.00            | 7411855.00              | 21137540.00                     | 109805400.00           |
| Instalment No.9   | 28-12-2020      | 13725675.00            | 6588324.00              | 20313999.00                     | 96079725.00            |
| Instalment No.10  | 28-06-2021      | 13725675.00            | 5764784.00              | 19480459.00                     | 82354050.00            |
| Instalment No.11  | 28-12-2021      | 13725675.00            | 4941243.00              | 18666918.00                     | 68828375.00            |
| Instalment No.12  | 28-06-2022      | 13725675.00            | 4117703.00              | 17843378.00                     | 54902700.00            |
| Instalment No.13  | 28-12-2022      | 13725675.00            | 3294162.00              | 17019837.00                     | 41177025.00            |
| Instalment No.14  | 28-06-2023      | 13725675.00            | 2470622.00              | 16196297.00                     | 27451350.00            |
| Instalment No.15  | 28-12-2023      | 13725675.00            | 1647081.00              | 15372756.00                     | 13725675.00            |
| Instalment No.16  | 28-06-2024      | 13725675.00            | 823541.00               | 14549216.00                     | 0.00                   |

Handwritten signature and date: 29/12/16



Dist. Gautam Budh Nagar, Uttar Pradesh  
Fax: 0120-2326334/2326145 Ph.:0120-2326335/6/7/2326150/1/2/3/4/5  
Website: [www.greaternoidaauthority.in](http://www.greaternoidaauthority.in) e-Mail: [authority@gnida.in](mailto:authority@gnida.in)

Ref: GNIDA/Prop/Commercial/

Date:

The amount can be deposited through Demand Draft /Pay order in favour of 'Greater Noida Industrial Development Authority' Payable at New Delhi/Noida/Greater Noida directly to any of the following bank branches under Intimation to us –

1. Bank Of Baroda, Commercial Complex Sector Gamma –II, Greater Noida.
2. HDFC Bank, Alpha Commercial Belt Greater Noida.

The terms and Conditions as mentioned in the Brochure of the Scheme for Commercial Builders Plot 2015-2016 shall form part of this allotment letter and shall be binding on the allottee.

Your faithfully

Manager (Commercial)