

ELDECO REAL ESTATE LIMITED

Formerly known as Adhikari Infrastructure & Builders Limited

Date: 02.02.2024

To,

Uttar Pradesh Real Estate Regulatory Authority,
Naveen Bhavan, Rajya Niyojan Sansthan Kala Kankar House,
Old Hyderabad, Lucknow
Uttar Pradesh-226007

Subject: Application for registration of real estate project named 'Eldeco La Vida Bella' at Greater Noida, Uttar Pradesh having Application ID: ID965918 ("Project")

Respected Sir,

We are in receipt of the observations given by the Hon'ble Authority in respect of registration application for the Project, we hereby submit our response as under:

a) **Promoter details**

"Eldeco Real Estate Limited" is the Promoter of the Project under registration, we herewith enclose the certificate of incorporation including name change certificate and Tan no. as *Annexure -1*

Further, we hereby apprise you that Eldeco Infrastructure & Properties Limited was inadvertently selected as the Promoter while applying for registration, however, it is not the promoter of the Project under registration.

b) **Explanation in relation to land title.**

With reference to the explanation in relation to Land title, we herewith enclose an application cum undertaking dated 02.02.2024, as *Annexure -2*.

c) **Contractor details and Project Specifications**

We have uploaded the details of contractor and Project Specification on the webpage of our registration application.

d) **Bar council card showing Lawyer experience for Encumbrance certificate**

We have uploaded the ID card of Bar council of Delhi showing more than 10 years of experience of Lawyer alongwith the encumbrance certificate and the same is also enclosed herewith as *Annexure -3*.

ELDECO REAL ESTATE LIMITED

c) Project Bank account names as per UPRERA guidelines

We herewith apprise you that the Promoter changed the name of Project Bank account(s). Accordingly the bank account standing instruction in Form RA -7, Bank official email id letter and revised Form RA-1 certificate is enclosed as *Annexure -D*.

f) Certificate obtained from Chartered Accountant, Architect and Engineer

The Promoter has obtained the revised certificate(s) from Chartered Accountant, Architect and Engineer with correct no. of number of towers i.e (5 residential towers + 1 community building + 1 convenient shopping/commercial) as mentioned in the application.

Further, as explained in affidavit cum undertaking enclosed for above Point b, Eldeco Real Estate Limited (SPC/Promoter) is undertaking the development of group housing project on the Project Land, under the name "Eldeco La Vida Bella," accordingly being the Lessee it has submitted the building plan with GNIDA. As the Consortium Members were the successful bidder, GNIDA issued the building plan approval letter in favour of Consortium Members referenced as PLG/BP:SM-22-Aug-2023:19040, dated 17.01.2024 and release the building plan in the name of Eldeco Real Estate Ltd. The building plan encompasses various amenities such as group housing, commercial spaces, parks, utilities, and common services, with a validity extending for five years, until 16.01.2029.

In view of the above, we understand that all the observations in our application for registration of the Project have been duly complied with. In view foregoing, we request you consider our request and grant registration certificate to the Project at the earliest.

Thanking You

Sincerely

For Eldeco Real Estate Limited

For ELDECO REAL ESTATE LIMITED


Authorised Signatory

Authorised Signatory



प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U45400DL2007PLC163848

2007 - 2008

मैं एतद्वारा सत्यपित करता हूँ कि मैसर्स

Adhikari Infrastructure and Builders Limited

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह
कम्पनी लिमिटेड है।

यह निगमन-पत्र आज दिनांक सैंड्स मई दो हजार सात को मेरे हस्ताक्षर से दिल्ली में जारी किया जाता
है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U45400DL2007PLC163848

2007 - 2008

I hereby certify that Adhikari Infrastructure and Builders Limited is this day
incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company
is limited.

Given under my hand at Delhi this Twenty Third day of May Two Thousand Seven.



(MAHESH CHANDRA SAXENA)

रजिस्ट्रार, कम्पनी रजिस्ट्रार / Registrar of Companies
राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

Adhikari Infrastructure and Builders Limited

SF-7, Bhikaji Cama Bhawan, Bhikaji Cama Place,

New Delhi - 110066,

Delhi, INDIA

For Adhikari Infrastructure And Builders Ltd

(Signature)



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies
4th Floor, IFCI Tower 61, New Delhi, Delhi, India, 110019

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U45400DL2007PLC163848

I hereby certify that the name of the company has been changed from ADHIKARI INFRASTRUCTURE AND BUILDERS LIMITED to ELDECO REAL ESTATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name Adhikari Infrastructure and Builders Limited.

Given under my hand at New Delhi this Fifth day of July two thousand twenty-one.



SANTOSH KUMAR

Registrar of Companies
RoC - Delhi

Mailing Address as per record available in Registrar of Companies office:

ELDECO REAL ESTATE LIMITED

201-212, Splendor Forum, IInd Floor, Jasola District Centre, New Delhi, Delhi, India, 110025



आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

Jan 18, 2022

Ref.No: 88303920971770/TANCR/NOR

TO:
ELDECO REAL ESTATE LIMITED
201-212, SECOND FLOOR
SPLENDOR FORUM
JASOLA DISTRICT CENTRE-110025
DELHI
TEL NO: 8368871375

Sir/Madam

Sub : Request for changes or correction in Tax Deduction Account Number(TAN) data

Kindly Refer to your application dated Dec 13, 2021 for Request for changes or correction in TAN data.

Your request has been processed as per change/correction form submitted by you.

Your updated details are as follows :

TAN	DELA21872E
Category / sub category of deductor	Company
Name	As mentioned above
Designation of person responsible for Tax Deduction	DIRECTOR
Address	As mentioned above
E-Mail Ids:	VINOD.SINGHAL@ELDECOPROPERTIES.OOM,VINOD.SINGHAL@ELDECOPROPERTIES.COM
Phone:	As mentioned above
Nationality	INDIAN
TAN / TANS surrendered (if any)	

Please quote your TAN (DELA21872E) in all TDS challans, TDS Certificates, TDS returns, Tax Collection at Source(TCS) returns as well as other documents pertaining to such transactions.

Quoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

The above TAN should also be used as Tax Collectors at Source Account Number under section 208CA.

Kindly note that it is mandatory to quote TAN while furnishing TDS returns, including e-TDS returns. e-TDS returns will not be accepted if TAN is not quoted.

Income Tax Department

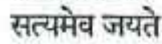
Signature valid

Digitally signed by **Income Tax Department**, DN: cn=Income Tax Department, o=Income Tax Department, ou=Income Tax Department, email=Income Tax Department@income-tax.gov.in, c=IN

CA: 10330

Reason: NSDL TAN Sign

Caution : Income Tax Department does not send e-mails regarding refunds and does not seek any taxpayer information like user name, password, details of A/P, bank accounts, credit cards, etc. Taxpayers are advised not to part with such information on the basis of e-mails.



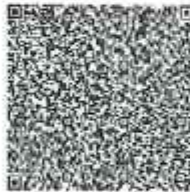
Government of National Capital Territory of Delhi

₹10

e-Stamp

Certificate No.	: IN-DL29163467075848W
Certificate Issued Date	: 17-Jan-2024 05:46 PM
Account Reference	: IMPACC (IV)/ dl1027503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL29163467075848W
Purchased by	: ELDECO REAL ESTATE LIMITED
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ELDECO REAL ESTATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: ELDECO REAL ESTATE LIMITED
Stamp Duty Amount(Rs.)	: 10 (Ten only)

सत्यमेव जयते



₹10

Please write or type below this line



AFFIDAVIT CUM UNDERTAKING



Ques

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilentstamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of this certificate.
3. In case of any discrepancy please inform the Competent Authority.

310210210210

EDMCO REAL ESTATE LIMITED

1, Vimal Kumar Behl, Director of Eldeco Real Estate Limited ("**Promoter**") having its Registered Office at 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, New Delhi – 110025, is developing the proposed residential project 'Eldeco La Vida Bella' on land admeasuring 14998 sqm, (herein "**Project Land**") situated at GH-02C, Sector-12, Greater Noida, Uttar Pradesh, do hereby state and confirm as under:-

1. That Greater Noida Industrial Development Authority ("**GNIDA**") under Scheme for builder plots at Greater Noida (Scheme Code: 2022) had invited Bid from various Builders for development of Group Housing on land admeasuring 14998 sqm at Plot no. GH-02C, Greater Noida ("**Bid**")
2. That pursuant to clause 1.2.5 of the Bid document, the Bidder is allowed to form consortium for filing the Bid and once the Bidder is selected, the Bidder shall form a Special Purpose Company ("**SPC**") and subsequently SPC will carry out all the responsibility of the Bidder/Allottee. A copy of the Bid Document is enclosed as **Annexure – 1**.
3. That Savana Builders Company Limited (referred as "Savana" being the '**Lead Member**') and Eldeco Infrastructure & Properties Limited (referred as "EIPL" being the '**other member**') (jointly referred as "**Consortium Members**"),
4. That Savana is the wholly owned subsidiary of EIPL and in accordance both the Consortium Members have entered into a consortium agreement in line with GNIDA's standard practice for the aforementioned purpose and submitted a bid for the Project Land. A copy of the Consortium Agreement enclosed as **Annexure-2**
4. That the Consortium Members were the successful bidder of Project Land and pursuant thereof GNIDA issued the Allotment Cum Intimation, referenced as GN/BUILDERS/BRs-01/2022/2023/86, dated 17.02.2023, to the Consortium Members.
5. That the Consortium Members in terms of Bid formed a SPC named "Eldeco Real Estate Limited" for fulfilling all obligations as the Allottee/Lessee of Project Land. Consequently, on 19.06.2023, GNIDA granted permission for the lease deed execution in favor of Eldeco Real Estate Limited, a copy of same has been attached as **Annexure-3**.
6. That on 26.06.2023 GNIDA executed the Lease Deed for the Project Land in favour of "Eldeco Real Estate Limited", duly registered on 27.06.2023, at the office of the concerned Sub-Registrar, Greater Noida. The registration details are documented in book no. -1, Jild No. 23947, spanning pages 223-330, with S.No. 24763. A copy of the Lease Deed enclosed as **Annexure-4**.
7. That Eldeco Real Estate Limited (SPC/Promoter) is undertaking the development of group housing project on the Project Land, under the name "Eldeco La Vida Bella," accordingly being the Lessee it submitted the building plan with GNIDA. As the Consortium Members were the successful bidder, GNIDA issued the building plan approval letter in favour of Consortium Members referenced as PLG/BP:SM-22-Aug-2023:19040, dated 17.01.2024 and release the building plan in the name of Eldeco Real Estate Ltd. The building plan encompasses various amenities such as group housing, commercial spaces, parks, utilities, and common services, with a validity extending for five years, until 16.01.2029.




Deponent

Verification

The content of my above Undertaking are true and correct and nothing material has been concealed by me therefrom.

Verified by me on this day of 2nd February, 2024


Deponent



~~ATTESTED~~

Notary Public
(INDIA)

02 FEB 2024

ENCUMBRANCE CERTIFICATE

WITH RESPECT TO

*Project namely 'Eldeco La Vida Bella' situated at GH-02C,
Sector-12, Greater Noida, Uttar Pradesh*

ISSUED BY

HKJ & ASSOCIATES
Advocates & Consultants
2nd Floor, Manish Chambers, L.S.C.
Mayur Vihar, Phase 2, Delhi - 110091

HIGHLY CONFIDENTIAL & CLIENT PRIVILEGED

20th January, 2024

PRIVATE AND CONFIDENTIAL

To
Eldeco Real Estate Limited
201-212, Splendor Forum, IInd Floor,
Jasola District Centre, New Delhi-110025

20th January, 2024

Kind Attention: Mr. Parag Gupta, Director

I. INTRODUCTION

Based on the instructions given to us by Eldeco Real Estate Limited ("**Client**"), we have issued this certificate ("**Certificate**") solely on the basis of our review of the documents provided to us in respect of proposed Project namely 'Eldeco La Vida Bella' on a land admeasuring 14998 sq. mtr. (3.7060 acres) situated at GH-02C, Greater Noida, Uttar Pradesh [hereinafter referred to as "**Project**"], listed at Annexure-I of this Certificate ("**Documents**").

II. ASSUMPTIONS AND QUALIFICATIONS

- (i) Our scope, for the purpose of this Certificate, was limited only to the review of the Documents and did not involve (a) any independent investigation with respect to the information contained in the Documents or inquiry into the veracity or authenticity of any fact(s) therein; and (b) any independent searches with respect to any documents/records in respect of the Land, other than the Documents provided to us.
- (ii) We have relied solely on the Documents and the information and the contents set out therein, and have assumed correctness of such information and contents. Our observations in this Certificate are limited to issues and risks arising from a legal perspective in relation to the title of the respective owner to the Land, as analyzed by us from the Documents.
- (iii) Unless otherwise specified under this Certificate, we have not examined issues pertaining to (a) approvals from statutory/ regulatory authorities for construction, development and/ or occupation of the Land; (b) business, taxation, regulatory and financial issues of the present or previous owners of the Land; and (b) local regulations, circulars, notifications, regulations, etc. that the Land may be subject to.
- (iv) The key issues set out in this Certificate are subject to the requisitions raised by us and the same may be updated and modified upon review of the responses that may be provided to our requisitions.
- (v) We have relied solely on the Documents to determination the mortgages created upon and the on-going litigations in respect of the Land; and have not independently verified any litigation, encumbrances arising on the Land. Further, we have not conducted any searches in: (a) any court, registry or the office of any authority in relation to any pending or threatened litigation, claim or



proceeding arising on or in connection with the Land mentioned herein; and/or (b) the office of the Registrar of Companies or any other statutory authority to determine any encumbrances created/existing with respect to the Land. The Certificate has been drafted on the basis of a review of Documents made available to us in respect of the Land.

- (vi) While all reasonable care has been taken to ensure that the facts stated in this Certificate are accurate and based only on the details and the documents provided to us and perused by us, neither H.K.J. & Associates, nor any of its advocate, attorney, associate, consultant, staff, employee, etc., shall in any way be responsible for the contents of this Certificate and we take no responsibility/liability for any reliance thereon by a third party. H.K.J. & Associates, (including its any advocate, attorney, associate, consultant, staff, employee, etc.) will not be liable for any consequential, incidental or punitive loss or expense in any condition or situation whatsoever.

III. CERTIFICATE

Description of the said Land
GH-02C, Greater Noida, Uttar Pradesh
FLOW OF TITLE
➤ That Greater Noida Industrial Development Authority ("GNIDA") under Scheme for builder plots at Greater Noida (Scheme Code: 2022) had invited Bid from various Builders for development of Group Housing on land admeasuring 14998 sqm ("Project") at Plot no. GH-02C, Greater Noida ("Bid") ➤ That pursuant to the terms of the Bid document, the Bidder is allowed to form consortium for filing the Bid and once the Bidder is selected, the Bidder shall form a Special Purpose Company ("SPC") and subsequently SPC will carryout all the responsibility of the Bidder. ➤ That Savana Builders Company Limited (being the 'Lead Member') and Eldeco Infrastructure & Properties Limited (being the 'other member') (collectively referred as "Consortium Members"), in Consortium filed the aforesaid Bid and the Consortium was the successful bidder, accordingly to the terms, the consortium has formed "Eldeco Real Estate Limited" as its SPC/Promoter. A copy of the Consortium Agreement enclosed as Annexure-1 ➤ That GNIDA has allotted the Allotment Cum Intimation having reference no. GN/BUILDERS/BRS-01/2022/2023/86 dated 17.02.2023 to Consortium Members. ➤ And as per the terms, the Consortium Members have selected 'Eldeco Real Estate Limited' as its SPC to carry out all its responsibilities as the Allottee/Lessee and subsequently, SPC/Promoter received a letter from GNIDA on 19.06.2023 for permission of lease deed execution in favor of Eldeco Real Estate Limited, copy of same has been attached as Annexure-2. ➤ And Accordingly, SPC/Promoter on 26.06.2023 has entered into the Lease deed for the Project with GNIDA, which is duly registered on 27.06.2023 at the office of concerned Sub-Registrar, Bareilly vide book no. -1, Jild No. 23947 at pages 223-330 having S.No. 24763. A details and copy of the Lease Deed enclosed as Annexure-3



- That the SPC/Promoter is developing the said Land under the name and style of "Eldeco La Vida Bella" is a planned in wise manner as per the building plan approved by GNIDA vide PLG/BP:SM-22-Aug-2023:19040 dated 17.01.2024 which inter-alia includes Group Housing, commercial space, parks, utilities and common services and facilities therein, which is valid for 5 years i.e. till 16.01.2029.

POSSESSION

As per documents provided and perused by us, possession of Land appears to be with Eldeco Real Estate Limited.

PUBLIC ACTIVITY

As per documents provided and perused it appears that said Land does not relate to any public activity/ Trust Land/ Govt. Land/ Road.

CONFIRM

- a) Is there any mortgage/s or other encumbrances that have been created against the Land? If yes, kindly provide all the relevant information.

We have been informed that the Promoter has created mortgaged/ hypothecated Project Land and/or receivables thereon in favor of VISTRA ITCL (India) Limited (in its capacity as Debenture Trustee on behalf of HDFC CAPITAL AFFORDABLE REAL ESTATE FUND-III)

- b) Details and copies of agreements entered or Power of Attorney given with respect to the Land, if any.

We have been informed that for development of Land a consortium agreement and for encumbrance - Memorandum of Entry, Declaration and Deed of Hypothecation has been executed.

- c) Whether the Land is subject matter to any dispute before any court of law or tribunal in India? If yes, kindly provide all the relevant information.

We have been informed that there is no such dispute on the Land.

CONCLUSION

On perusal of documents shared in relation to the said Land, we are of the view that Eldeco Real Estate Limited has valid and subsisting title over the said Land on the basis of Lease deed and Consortium agreement, in its favour.

Trust the above is of assistance to you, if you have any further clarifications, please feel free to revert.

Yours faithfully,

For **H.K.J. & Associates**



H.K. Jaggi
Advocate

ANNEXURE -III
DETAILS OF LEASE DEED OF LAND

Lease Deed dated 26.06.2023 for Land admeasuring 14998 sqm at Builder Plot no. GH-02C, Sector-12,
Greater Noida, Uttar Pradesh

Volume no I, Zild no. 23497 pages 223 to 330 serial no. 24763 dated 26.06.2023 registered on
27.06.2023

DETAILS OF CONSORTIUM AGREEMENT

Name of Lead member	Name of other Consortium Member	Date of Execution
Savana Builders Company Limited	Eldeco Infrastructure & Properties Limited	22.12.2022



BAR COUNCIL OF DELHI

(Statutory Body Under Advocates Act, 1961)

H.O.: 2/6, Siri Fort Inst. Area, Khel Gaon Marg, New Delhi-49, Ph. : 26488356/5196
Website : delhibarcouncil.com, E-mail : barcouncilofdelhi@rediffmail.com



S.No... 1348/H/4-HC ... Valid Upto... 31/12/2022

HARENDER KUMAR JAGGI

ADVOCATE

Enrolment No... D/184-D/1977

Date of Enrolment
08/09/1977


Maninder Singh
Chairman



R. Balasubramanian
Member, Special Committee

Blood Group : **AB+**

Heart Patient : **No** (Yes/No)

Diabetic : **No** (Yes/No)

Date of Birth : **05/03/1954**

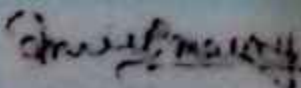
Residence : Flat No.505, Pocket-E,
Mayur Vihar, Ph-II, Delhi-110091.

Ph. : 9810078159, 22772793

Office : 2nd Floor, Manish Chambers,
LSC Mayur Vihar-II, Delhi-91.

Ph. : 9810078159, 22772666


Holder's Signature



Checked by



We understand your world

HDFC Bank Limited
Unit No 501 & 502,
5th Floor, Tower B,
Peninsula Business Park,
Lower Parel, Mumbai,
Maharashtra - 400 013.

Form - RA-7

**Confirmation of Standing Advice for Auto-Transfer Between RERA
Project Accounts**

To,

The Secretary

Uttar Pradesh Real Estate Regulatory Authority

Naveen Bhavan, Rajya Niyojan Sansthan Kala Kankar House, Old Hyderabad,

Lucknow- 226007

Sub: Confirmation of Receipt of Standing Advice for Auto-Transfer from Collection Account to Separate Account and Transaction Account of the Project and opening of the accounts accordingly.

Sir,

With reference to the Real Estate Project (Maintenance and Operation of Separate Bank Account) Revised Directions, 2023 issued by Uttar Pradesh Real Estate Regulatory Authority, we hereby confirm that the three bank accounts have been opened by M/s Eldeco Real Estate Limited for the project Eldeco La Vida Bella in our bank branch with following details:

- Address of the branch: Plot No 3, Eldeco Studio Apartment Sector 93A Noida - 201301
- IFS code: HDFC0002830
- Phone number with STD code: 022-33958607
- E-mail of the branch: Farahnaaz.Khan@hdfcbank.com

We hereby also confirm the receipt of following standing advice given by the promoter with respect to three banks accounts

- The three bank accounts, namely 'Collection Account', 'Separate Account' and 'Transaction Account' have been opened as prescribed in Real Estate Project (Maintenance and Operation of Separate Bank Account) Revised Directions, 2023.



www.hdfcbank.com



- The nomenclature of the three bank accounts is as follows:

Account Type	A/c Number	Name of Account
Collection Account	57500001388922	ELDECO REAL ESTATE LTD- COLL A/C FOR ELDECO LA VIDA BELLA- ESC
Separate Account	57500001388935	ELDECO REAL ESTATE LTD- SEP A/C FOR ELDECO LA VIDA BELLA- ESC
Transaction Account	57500001388948	ELDECO REAL ESTATE LTD- TRAN A/C FOR ELDECO LA VIDA BELLA- ESC

- The standing advice for end-of-end auto-transfer of money deposited in the Collection Account in a proportion of 70% to Separate Account and 30% to Transaction Account has been applied.
- Cheque book, debit card and /or net banking facility, issuance of demand draft, bank guarantee etc shall not be provided for the Collection Account and Separate Account.
- Withdrawal / transfer from the Separate Account of the Project shall be allowed only upon assessment of the Architect, Engineer, and Chartered Account certificates given by the promoter

This is to confirm that the accounts as opened by the promoter M/s Eldeco Real Estate Limited for the project Eldeco La Vida Bella shall be operated as per above standing advice given by the promoter.


P.P



Yours faithfully,
For, HDFC Bank Ltd
Emp Name - Farahnaaz Khan
Emp Code - F0215



Greater GNIDA Industrial Development Authority

Plot No. 1, Knowledge Park IV, Greater GNIDA, Uttar Pradesh 201310

**SCHEME FOR
BUILDER PLOTS IN GREATER GNIDA**

(SCHEME CODE: 2022)





Data sheet

#	Head	Details						
1.	Date of issue of the scheme brochure	As mentioned in the portal						
2.	Date of closure of the scheme/last date of submission of application form	As mentioned in the portal						
3.	Contact person, designation and contact details (address and phone nos.) in the Authority office	Builder Department Greater GNIDA Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater GNIDA Uttar Pradesh 201310 Phone No: +91-120 2336030 Website: https://www.greaterGNIDAauthority.in/						
4.	Allotment method for the scheme	e-Auction						
5.	Availability of scheme brochure (GNIDA)	Can be downloaded from the Authority's website https://www.greaterGNIDAauthority.in/ https://etender.sbi						
6.	Processing Fee	<table border="1"> <tr> <th>For plots up to 5000 Sqm</th><th>For plots more 5000 Sqm but up to 10000 Sqm</th><th>For plots more 10,000 Sqm</th></tr> <tr> <td>INR 1.15 Lakhs (inclusive of GST)</td><td>INR 2.15 lakhs (inclusive of GST)</td><td>INR 4.15 lakhs (inclusive of GST)</td></tr> </table>	For plots up to 5000 Sqm	For plots more 5000 Sqm but up to 10000 Sqm	For plots more 10,000 Sqm	INR 1.15 Lakhs (inclusive of GST)	INR 2.15 lakhs (inclusive of GST)	INR 4.15 lakhs (inclusive of GST)
For plots up to 5000 Sqm	For plots more 5000 Sqm but up to 10000 Sqm	For plots more 10,000 Sqm						
INR 1.15 Lakhs (inclusive of GST)	INR 2.15 lakhs (inclusive of GST)	INR 4.15 lakhs (inclusive of GST)						
7.	Earnest Money Deposit/ Registration Money	<u>10% of premium/ cost of plot</u>						
8.	Allotment Money	100 percent of total Premium/cost of the plot after adjusting Earnest Money/Registration Money shall be deposited by the successful bidder within 90 days of the date of issuance of Allotment Letter without interest. In case, the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of the plot shall be cancelled, and money deposited as Earnest Money/ Registration Money shall be forfeited.						
9.	Payment Schedule	100% within 90 days from the issue of Allotment letter.						
10.	Mortgage permission fee	As per the prevailing policy of the Authority, if at all, at the time of submission of Permission to Mortgage request letter by the Allottee and after payment of the prescribed Fees/Charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ GNIDA the date permission is granted.						
11.	Transfer	No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor. Thereafter, Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter.						
12.	Period of lease	The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.						



#	Head	Details
13.	Location charges	As per Clause No. 3.4
14.	Permissible development activity	Only Residential and Support activities as per the Master Plan of Greater GNIDA are permitted on these plots.
15.	Norms of development	1. FAR: As per Building Byelaws 2. Norms related to permissible Ground Coverage, setbacks and permissible height shall be as per Building Byelaws of the GNIDA at the last date of Bid Submission. 3. Other norms for development/construction shall be as per the applicable Building Regulations of GNIDA at the last date of Bid Submission. 4. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations at the last date of Bid Submission of GNIDA shall prevail.
16.	Reserve Price	As per prevailing Sector Wise Rate List on the last date of Proposal Submission. Prevailing policy of the Authority attached as Section V; Annexure, Land Rates 2022-2023. (Office order: 27314/GN/Finance/2022-23 Dated: 19/04/2022) including metro location charges, if applicable.
17.	Rate of annual Lease Rent	1% of the total premium of the plot shall be increased automatically by 50% every ten years.
18.	Construction Period	As per clause No. 2.1: The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the GNIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the GNIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the pro-rata land shall be applicable as per the prevailing policy, at the time of grant of such extension. 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
19.	Amalgamation or Sub- division	No amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.
20.	Consortium	Allowed but will remain unchanged till Completion of full project.



1 Section I: Instructions to the Applicants

1.1 Definitions:

- i. "Authority" means the Greater GNIDA Industrial Development Authority
- ii. "Authorised Bank" implies the bank that has been identified by the Authority
- iii. "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
- iv. "Allotment money" is the amount as prescribed in the scheme e-brochure and is expected to be deposited by the Allottee within the given time period
- v. "Allottee" is the person whose bid for allotment has been approved by the competent officer
- vi. "Allotment committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
- vii. "Applicant/Bidder" is the person/entity who has submitted bid in response to this scheme.
- viii. "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
- ix. "Consortium" refers to the group of entities (not exceeding 5) jointly submitting the tender/proposal as a Tenderer. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
- x. "Day" means calendar day
- xi. "Occupancy certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as fit for occupancy post completion
- ii. "Functional certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
- i. "Government" means the Government of Uttar Pradesh
- ii. "Net worth" from Financial Statement, where Net worth shall be calculated as below:
 - a. In case of a Company: Net Worth is the Paid-up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company)
 - b. In case of a Partnership firm/ LLP Firm: Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any.
 - c. In case of an Individual: Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted.
- iii. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
- iv. "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
- v. "Lessee" is the person/entity who holds the lease of a property or tenant
- vi. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GNIDA.
- vii. "Transfer Deed" refers to the Document (Instrument) by which a property (herein land) is conveyed from its owner (in this case GNIDA) to its tenant.
- viii. "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
- ix. "Sub-Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property.
- x. "Reserve Price" is the minimum price as determined by the Authority for this scheme/property and would act as the base price at which the bidding starts.



- xi. "Total Premium of the plot" is the total amount payable to the Authority calculated as the quoted bid price per sqm multiplied by the total area of the plot. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium).
- xii. "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.
- xiii. "P.T.M." Permission to Mortgage.
- xiv. "First Phase of Project" means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Bylaws on last date of Proposal/Bid Submission
- iii. "Second/Final Phase of Project" means construction of minimum 90% of permissible FAR or Sanctioned FAR, whichever is higher/more.

1.2 Eligibility Criteria

- 1.2.1 Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public limited Company can submit Bid(s) for one or more than one plot. The firms and the companies should be registered in India.
- 1.2.2 Bidder(s)/Applicant(s)/Consortium Partner(s) or their Directors or Promoters which are defaulters or as part of the defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission are not eligible to participate and their Bids shall be automatically disqualified.
- 1.2.3 The Bidder should be competent to contract.
- 1.2.4 A separate application form shall be required to be submitted for each plot.
- 1.2.5 In case where the plot is greater than or equal to 10,000 Sqm, the Bidder may form a consortium as per the following conditions:
 - i. Members of Consortium will have to specify one Lead Member who alone shall be authorized to correspond with the Greater GNIDA Authority. Lead Member should be the single largest shareholder having equity stake of at least 30%.
 - ii. Each member of the consortium will have equity stake of at least 5%.
 - iii. The group of entities jointly submitting the Bid as a Consortium shall not exceed 5 (five).
 - iv. The Lead Member and the Consortium Members should jointly qualify the minimum financial requirement of net worth, solvency and turnover in proportion to their percentage shareholding in the consortium created and shall be calculated as illustrated in the following example:
 - a. In case of a consortium with the following shareholding:
 - Lead Member = 51% Share
 - Consortium Member = 20% Share
 - Consortium Member = 20% Share
 - Consortium Member = 9% Share
 - b. In this case, the Net Worth/ Solvency/ Turnover for the consortium shall be sum of Eligible Net Worth/ Solvency/Turnover in proportion to their percentage shareholding in the consortium. The Eligible Net Worth/ Solvency/ Turnover for the individual Consortium Members shall be calculated as follows:
 - Eligible Net Worth/Solvency/Turnover for a Consortium Member = Shareholding Percentage x Net worth of Consortium Member
 - c. For example, if the Total Net Worth of Consortium members is as follows:
 - Lead Member = 50 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - Consortium Member = 20 Crore
 - d. The Eligible Net Worth shall be as follows:
 - Lead Member = 51% x 50 Crore = 25.5 Crore



- Consortium Member = 20% x 20 Crore = 4 Crore
- Consortium Member = 20% x 20 Crore = 4 Crore
- Consortium Member = 20% x 9 Crore = 1.8 Crore

In this case, the Total Eligible Net Worth of Consortium shall be: $25.5 + 4 + 4 + 1.8 = 35.3$ Crore

- v. In case of a Consortium, the members shall submit an irrevocable Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation duly registered/notarized with appropriate authority.
- vi. **Special Purpose Company (SPC)**
 - a. In case a plot is allotted to a Consortium, they have to form a Special Purpose Company (SPC) that will subsequently carryout all its responsibilities as the Allottee. The SPC must be necessarily be Firm/Company registered in India with the appropriate Statuary Authority. The shareholding and Lead Member of the SPC shall be same as the MOA signed between all Consortium Members. Lease deed shall be made in favor of the Special Purpose Company (SPC).
 - b. All SPC Members/Shareholders shall be jointly and severally responsible for the successful implementation of the Project.
 - c. All Members/Shareholders of the SPC shall have to maintain 100% shareholding/ownership and their shareholding/ownership percentage shall remain same till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

1.3 Financial Eligibility

- 1.3.1 The applicants must qualify the following financial eligibility criteria:

#	Parameters	For plots up to 1 lakh Sqm	For plots more 1 lakh Sqm
I	Minimum Net Worth as on end of previous financial year (31.3.2021 or 31.3.2022) from the date of application duly certified by the Bidder/Applicant's statutory auditors/ Chartered Accountant	INR 30 Crores	INR 60 Crores
II	Minimum Solvency as per Certificate not more than 6 months old, from a Nationalised/ Scheduled Bank	INR 5 Crores	INR 10 Crores
III	Minimum Total Cumulative Turnover for the any last 3 accounting years duly audited by the Bidder/Applicant's Statutory Auditors / Chartered Accountant i.e. 2018-19, 2019-20, 2020-21 and 2021-22 as per the last published balance sheets.	INR 100 Crores	INR 200 Crores

- 1.3.2 Note: Bidder(s)/Applicant(s)/Consortium partners or their Directors or Promoters which are part of the defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission are not eligible to participate and their Bids shall be automatically disqualified.

1.4 How to Apply

- 1.4.1 Portal for e-auction <https://etender.sbi> can also be accessed through a link at GNIDA website www.greaterGNIDAauthority.in



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	IN-DLS4068087026986U
Certificate Issued Date	20-Dec-2022 11:24 AM
Account Reference	IMPACC INV 41027503/ DECH/ CL/DH
Unique Doc. Reference	SUBIN-DL/DL 102750313306357756812U
Purchased by	Savana Builders Company Limited
Description of Document	Article 5, General Agreement
Property Description	Not Applicable
Consideration Price (Rs.)	0 (Zero)
First Party	Savana Builders Company Limited
Second Party	Not Applicable
Stamp Duty Paid By	Savana Builders Company Limited
Stamp Duty Amount (Rs.)	100 (One Hundred, only)

सत्यमेव जयते

₹100

Please write on type below this line IN-DLS4068087026986U

CONSORTIUM AGREEMENT

This Consortium Agreement ("Agreement") is executed at New Delhi on this 23rd day of December, 2022

For Savana Builders Company Limited

Vaun Kaur
Director/ Authorised Signatory

For Eldeco Infrastructure & Properties Ltd.

[Signature]
Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.photostamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BETWEEN

M/s. Savana Builders Company Limited, a Company incorporated under the Companies Act, 2013 and having its Registered Office at 201-212, Splendor Forum, Second Floor, Jasola District Centre, New Delhi-110025, acting through its Director, Mr. Varun Kapoor duly authorized by a resolution of the Board of Directors dated 12th December, 2022

(hereinafter referred to as the "Savana" which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the **ONE PART**;

AND

M/s Eldeco Infrastructure and Properties Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Shop No. S-16, Second Floor, Eldeco Station 1, Site No. 1, Sector 12, Faridabad, Haryana-121007 acting through its Authorised Signatory, Mr. Parag Dimri, duly authorized by a resolution of the Board of Directors dated 16th December, 2022.

(hereinafter referred to as the "EIPL") which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the **SECOND PART**;

(Hereinafter jointly referred to as "**Consortium**" or "**Parties**" and individually as "**Party**")

WHEREAS in terms of E-auction of the Online Bidding scheme Code -- BRS-01-2022 (hereinafter referred as "Scheme/Bid"), Greater Noida Industrial Development Authority (hereinafter referred to as "GNIDA") has invited Bid for the Builder Plot for land admeasuring 14,998 sq m. located at "Plot no GH-02C situated at Sector 12 Greater Noida, Uttar Pradesh" on lease basis (referred as "Project"). The Bidders shall meet the eligibility conditions as stipulated by GNIDA for participating in the Bid for executing the Project as floated by GNIDA.

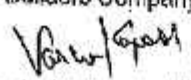
AND WHEREAS in terms of the Bid Documents the Parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process by forming a Consortium between themselves.

AND WHEREAS the Parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid Scheme/Bid and have decided to reduce the agreed terms to writing.

AND WHEREAS it is necessary for the members of the Parties to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Parties, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THIS CONSORTIUM AGREEMENT HEREBY WITNESSES:

For Savana Builders Company Limited


Director/ Authorised Signatory

For Eldeco Infrastructure & Properties Ltd.


Authorised Signatory

1. Definitions and Interpretations

In this Agreement, the capitalized term shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid.

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purpose of jointly participating in the Bid for the Project.
- b) The Parties hereby undertake to participate in the Bid only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Constituents.
- c) EIPL believes that it has the necessary qualification to fulfill the technical capability for development of the Project and has the necessary financial capability as detailed in the Scheme.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Bid/Project, it shall incorporate a new special purpose company (the "SPC") under the Indian Companies Act, 2013 for entering into a Lease Deed with GNIDA and for performing all its obligations as the Lessee in terms of the Allotment letter as well as terms of the Lease Deed to be executed for the Project. All terms and conditions contained in this Agreement will, (if required) insofar as they are relevant, be specifically incorporated in the Memorandum/ Articles of Association of the SPC.

4. Roles of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Savana shall be the Lead member of the Consortium and shall have the power of attorney from the Parties for conducting the business for and on behalf of the Consortium during the Bid and until the signing of the Lease Deed when all the obligations of the SPC shall become effective.
- b) EIPL shall be {the Technical/financial Member(s) of the Consortium}.

5. Shareholding in the SPC

The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

Savana: 70% of SPC

EIPL: 30% of SPC

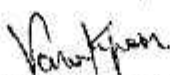
6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of this knowledge:
 - i. require any consent or approval not already obtained;

For Savana Builders Company Limited

For EIPL (Savana Builders Company Ltd.)


Director/ Authorised Signatory


Authorised Signatory

- ii. violate any Applicable Law presently in effect and having applicability to it;
- iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
- iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- v. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

8. Termination

In case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by GNIDA to the Bidder.

9. Miscellaneous

- a) This Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of GNIDA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of Lead Member by:

For Savana Builders Company Limited

Varun Kapoor

Signature/ Authorised Signatory

Name & Designation: Varun Kapoor

Director

Address: 262, First Floor, Defence Colony

Near Bata Building, Sector 17A, Gurgaon,

Haryana - 122001

For and on behalf of Second Part by:

For Eldeco Infrastructure & Properties Ltd.

Signature: _____

Parag Dimri
Authorised Signatory

Name & Designation: Parag Dimri

Authorised Signatory

Address: 503, Raison Armor Home, Ahinsa

Khand- 2, Indirapuram, Ghaziabad,

Uttar Pradesh-201010



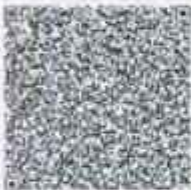
e-Stamp

24763

₹2,94,25,000

Certificate No.	: IN-UP44124173377149V
Certificate Issued Date	: 26-Jun-2023 11:54 AM
Account Reference	: NEWIMPACC (SV)/up14056204/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1405620-476903671190895V
Purchased by	: ELDECO REAL ESTATE LIMITED
Description of Document	: Article 35 Lease
Property Description	: PLOT NO. GH-02C, SECTOR-12, GREATER NOIDA, G.B NAGAR, U.P.
Consideration Price (Rs.)	: ₹2,94,25,000
First Party	: GNIDA
Second Party	: ELDECO REAL ESTATE LIMITED
Stamp Duty Paid By	: ELDECO REAL ESTATE LIMITED
Stamp Duty Amount(Rs.)	: ₹2,94,25,000 (Two Crore Ninety Four Lakh Twenty Five Thousand only)

₹2,94,25,000



E-STAMP
LOCKED

₹2,94,25,000 ₹2,94,25,000 ₹2,94,25,000 ₹2,94,25,000

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IN-UP44124173377149V

LEASE DEED

BUILDERS PLOT NO. GH-02C, SECTOR-12, GREATER NOIDA

AREA- 14998 SQM

Madhava
प्रबन्धक (विलेज)
ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED
Vinod Kumar Shukla
Authorised Signatory

0006162823

Statutory Alert

1. The authenticity of the Stamp certificate should be verified at www.e-stampsonline.com or using e-Stamp Mobile App or Block Holding. Any discrepancy in the details of the Certificate and its purchase on the website / Mobile App renders it invalid.
2. The responsibility of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Attested

Vinod Kumar Shukla
(Advocate)
Distt G.B Nagar (U.P.)

LEASE DEED

This Lease Deed made on 26th day of June, 2023 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. ELDECO REAL ESTATE LIMITED (SPC OF M/s. Savana Builders Company Limited & M/s. Eldeco Infrastructure & Properties Limited), Registered Office 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, Jasola, New Delhi-110025 through Authorized signatory Sh. Vidhan Chand Jha S/o Sh. Madhu Kant Jha R/o H.No. 68, Gadhi Chaukhandi, Sector-68, Noida (U.P.) duly authorized by the board of Directors vide Resolution dated 01.06.2023 (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 No. GH-02C, SECTOR- 12, AREA 14998 SQM. on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats and support facilities according to the setbacks and building plan approved by the lessor.

AND WHEREAS the Lessor has through an E-Bid tender System awarded to M/s. ELDECO REAL ESTATE LIMITED (SPC OF M/s. Savana Builders Company Limited & M/s. Eldeco Infrastructure & Properties Limited), (lessee) the Plot No GH-02C, SECTOR- 12, AREA 14998 SQM. Greater Noida after fulfilling the terms and conditions prescribed in the brochure of group housing scheme code -BRS-01/2022 and its corrigendum, if any, vide /Reservation/Allotment Letter No. GN/BUILDERS/BRS-01/2022/2023/86, Dated 17.02.2023 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/ bid document of the said Scheme BRS-01/2022. As per the terms and conditions of the scheme, the Lessee is authorized to develop and market the project on demarcated plot No. GH-02C, SECTOR- 12, AREA 14998 SQM. Greater Noida, (actual area as per lease plan 14998sqm)

AND WHEREAS the Lessor and Lessee have agreed in so far as the present sub lease deed is concern the terms of the brochure shall contain a binding effect for any present or future interpretation.

For ELDECO REAL ESTATE LIMITED

Vidhan Chand Jha

Authorised Signatory

प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

(I) NOW THIS LEASE DEED WITNESSETH AS FOLLOWS: -

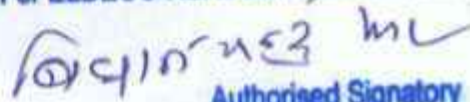
1. CONSIDERATION

The premium(including Earnest Money / Registration Money) of Plot is **Rs. 53,01,79,300/-** (Rupees Fifty Three Crore One Lac Seventy Nine Thousand Three Hundred Only) which has been paid.

Other conditions:

- i. Payments can be made online through Authority's website via www.greaternoidaauthority.com. The Allottee will have to abide by all decisions of the GNIDA.
- ii. The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, GautamBudh Nagar) for execution of the Lease Deed in treasury of district GautamBudh Nagar and should produce a certificate to the effect in relevant department at GNIDA within 180 days from the issue of allotment letter.
- iii. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.
- iv. After depositing the premium and annual lease rent with the designated scheduled bank/payment gateway/online system, the Allottee shall intimate the same to GNIDA through a written intimation along with the details of amount deposited or through an email.
- v. The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the outstanding Lease Rent, if any.
- vi. 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 premium of this additional land shall be based on the rate per sq.m. discovered during the e-auction shall be applicable and binding on the Allottee.
- vii. In case of default in payment, after 30 days of communication, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable.
- viii. This rate will change as per interest rate revision by GNIDA from time to time. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable.
- ix. In addition to the premium, the allottee shall pay annual lease rent of 1% of premium, this rate shall be subject to an increase of 50% in every 10 years. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% of the total premium of the plot) as one-time Lease Rent unless the Authority decided to withdraw this facility.

प्रबन्धक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED

Authorised Signatory

आवेदन सं०: 202300742031733

पट्टा विलेख(30 वर्ष से अधिक)

वही सं०: 1

रजिस्ट्रेशन सं०: 24763

वर्ष: 2023

प्रतिफल- 588500000 स्टाम्प शुल्क- 29425000 बाजारी मूल्य - 588500000 पंजीकरण शुल्क - 5885000 प्रतिनिधिकरण शुल्क - 240 योग : 5885240

श्री मै. एलडेको रियल एस्टेट लिमिटेड द्वारा
विधान चन्द झा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री मधु कान्त झा
व्यवसाय : नौकरी
निवासी: विलेख- गद्दी चौखंडी, जिला-गौतमबुद्ध नगर, उत्तर प्रदेश

विधान चन्द झा



श्री मै. एलडेको रियल एस्टेट लिमिटेड द्वारा

विधान चन्द झा अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 27/06/2023 एवं
04:16:32 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पूनम सिंह,
उप निबंधक :दादरी
गौतम बुद्ध नगर
27/06/2023

उमेश मोहन,
निबंधक लिपिक
27/06/2023



FOR ELDECO REAL ESTATE LIMITED

Authorized Signatory

- x. 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 no outstanding lease rent (applicable @1% of premium annually) arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.
- xi. 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 both hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot No.GH-02C, SECTOR-12 in the Greater Noida Industrial Development Authority, Distt. GautamBuddh Nagar (U.P.) contained by measurement 14998 SQM.be the same a little more or less and bounded:

On the North by : As per lease plan attached
On the South by: As per lease plan attached
On the East by : As per lease plan attached
On the West by : As per lease plan attached

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

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 DATE OF LEASE except and always reserving to the Lessor.

1. 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. The alignment of the overhead electrical utilities, if required above the demised plot, will be configured in a way that shall not affect development activities within the plot.

2. AND THE LESSEE BOTH 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 March for each year the yearly lease rent indicated below:-

- i. Lessee has paid Rs. 53,01,793/- as lease rent at 1% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.
- ii. After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future. No separate notice shall be given in this regard.
- 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.

प्रबन्धक (बिल्डर्स)
ग्रेंटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED
[Signature]
Authorised Signatory

बही सं०: 1

रजिस्ट्रेशन सं०: 24763

वर्ष: 2023

निष्पादन लेखपत्र बाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
पट्टा दाता: 1

श्री ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण कार्यालय द्वारा
आराधना के द्वारा अवधेश कुमार शुक्ला, पुत्र श्री जे पी शुक्ला

निवासी: प्लॉट सं. 1, के. पी-4, ग्रेटर नोएडा

व्यवसाय: नौकरी

पट्टा गृहीता: 1

Awardhark

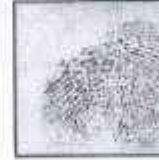


श्री मै. एल्लेको रियल एस्टेट लिमिटेड के द्वारा विधान चन्द झा, पुत्र
श्री मधु कान्त झा

निवासी: विलेज- गढ़ी चौखंडी, जिला-गौतमबुद्ध नगर, उत्तर प्रदेश

व्यवसाय: नौकरी

विधान चन्द झा



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री विनोद कुमार शुक्ला, पुत्र श्री जे पी शुक्ला

निवासी: एच-156, सेक्टर-गामा-2, ग्रेटर नोएडा, जिला गौतमबुद्ध
नगर, यू.पी.

व्यवसाय: वकालत

पहचानकर्ता: 2

[Signature]



श्री राजेश साह, पुत्र श्री पी आर साह

निवासी: एच-156, सेक्टर-गामा-2, ग्रेटर नोएडा, जिला गौतमबुद्ध
नगर, यू.पी.

व्यवसाय: अन्य

Rajesh



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगुठि नियमानुसार लिए गए
हैं।
टिप्पणी:



रजिस्ट्रार अधिकारी के हस्ताक्षर

[Signature]

पुनम सिंह

उप निबंधक: दादरी

गौतम बुद्ध नगर

27/06/2023

उमेश सिंह

निबंधक लिपिक गौतम बुद्ध नगर

27/06/2023

प्रिंट करें

- iv. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision by GNIDA.
- v. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% of the total premium of the plot) as one-time Lease Rent unless the Authority decided 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 no outstanding lease rent arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.
- vi. The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.
- vii. The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units (as built-up structures) 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, convenience with allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the lessor.
- viii. Further transfer/ sub lease shall be governed by the transfer policy of the Lessor.
- 1) No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.
 - 2) No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.
 - 3) Thereafter, Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after the following:
 - i. payment of prescribed fees/charges,
 - ii. clearance of all up-to-date dues, and
 - iii. overdue instalment towards premium of land.
- 4) The Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission there for, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.
- 5) Transfer/Sub-lease of Flats (Sub-lease):
- i. Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.

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- ii. The sub-lessee undertakes to put to use the premises for the residential use only.
- iii. 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 Authority in writing.
- iv. 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 Authority.
- v. Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

3. NORMS OF DEVELOPMENT

The Allottee can undertake development in accordance with the prevailing Building Regulations/Byelaws of the Authority on the last day of Bid Submission.

The lessee shall be allowed to construct the flats subject to overall maximum permissible density as per the master plan. The maximum permissible ground cover and maximum permissible FAR is as follows:

Maximum permissible Ground Coverage	35% For Plots Upto 40,000 Sq. mtr.
	40% For Plots above 40,000 Sq. mtr.
Maximum permissible FAR	3.5
Set backs	As per Building Bye-laws
Maximum Height	No Limit

Permissible Norms

- i. All the infrastructural services within the plot area shall have to be provided by the Allottee.
- ii. All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
- iii. Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).
- iv. The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
- v. All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater GNIDA Authority and the amendments made there in from time to time.

4. IMPLEMENTATION & TIME EXTENSION

- a) The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the GNIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the GNIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the

pro-rata land area shall be applicable at the time of grant of such extension as approved in 114th Board Meeting held on 31.05.2019 of GNIDA and Office Order No. ग्रैनो/बिल्डर्स/का0आ10/2019/824 dated 04.07.2019.

- b) 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.
- c) Extension for completion may be granted by the authority as per the Prevailing Policy of GNIDA at the time of submission of extension request letter by the allottee and after payment of prescribed fees/charges. The current extension charges on the pro-rata land applicable for construction period shall be applicable as per prevailing norms.
- a) The current norms (First Phase – First Phase shall mean construction of minimum of the total F.A.R as per Building Byelaws.) for reference of the applicant are as follows:

Sr.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	1 st Year (Fourth year after Lease deed)	1%
2	2 nd Year (Fifth year after Lease deed)	2%

- b) Failure to complete first phase in the first five years may lead to cancellation. Under exceptional circumstances, CEO, GNIDA at their discretion may allow a time extension beyond the 2nd year with the following charges on the pro-rata land:

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	3 rd Year (Sixth year after Lease deed)	3%
2	4 th Year (Seventh year after Lease deed)	4%

- c) However, under no circumstances shall the time extension for first phase extend beyond seven years and such cases will face cancellation.
- d) The current norms for penalty for construction of balance FAR i.e. Final Phase FAR (90% of permissible FAR or sanctioned FAR, whichever is higher) minus First Phase (minimum FAR), for reference, the applicant is advised to refer to office order No. ग्रैनो/बिल्डर्स/का0आ10/2022/00 dated 06.01.2023. and the pro rata land time extension charges mentioned below are as follows:

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विधान अधिकारी
Authorised Signatory

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for Balance FAR*
1	1 st Year (Eighth year after Lease deed)	1%
2	2 nd Year (Ninth year after Lease deed)	2%
3	3 rd Year (Tenth year after Lease deed)	3%
4	4 th Year (Eleventh year after Lease deed)	4%
5	5 th Year (Twelfth Year after Lease deed)	5%
6	6 th Year (Thirteenth Year after Lease deed)	6%

*The maximum time limit for completion of whole projects is 13 years from the date of lease deed.

*Time extension charges for the Balance FAR shall be calculated on pro rata land after deducting the minimum permissible FAR. Any decision to provide time extension beyond the 13th Year will be taken on merits by CEO, GNIDA, whose decision in this regard will be final and binding. All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

GNIDA reserves the right to make any amendments or alteration as it finds expedient in the norms/orders specified above and all such amendments or alterations shall be binding.

The prevailing building bye laws for minimum built up area (% of total permissible FAR) is as follows:

Size of Plots	Min. Built up Area (% of total permissible FAR)
Up to 4,000	50
4,000 – 10,000	40
10,000 – 20,000	35
20,000 – 1,00,000	30
1,00,000 – 2,00,000	25
2,00,000 – 4,00,000	20
Above 4,00,000	15

All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

- 1) The Allottee / lessee expressly agrees that no layout and / or building plan shall be approved and communicated unless all outstanding towards premium, lease rent etc. as on the date of submission of application and up to the date of approval have been duly paid to the Authority. Likewise, no Completion Certificate or Occupancy Certificate shall be issued by the Authority until all outstanding towards premium lease rent etc. have been duly paid to the Authority.
- 2) The Allottee / lessee shall not put any of its Allottee of flat space into possession for any reasons whatsoever whether for fitment etc. prior to issue of Completion Certificate / Occupancy Certificate AND without clearing all dues.
- 3) The Allottee / lessee shall not be entitled to seek change / alteration under approved layout plans except in line with applicable bye-laws and all applicable statutory provisions like RERA etc.

प्रबन्धक (विल्डर्स)
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Authorised Signatory

- 4) Real Estate (Regulation and Development Act) 2016, UP Apartments ACT where applicable, and the rules made under it will be followed by the developer, n the lessee/allottee.

5. MORTGAGE

- i. Permission to mortgage may be allowed by the Lessor as per its prevailing policy, if any, as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ Gnida on the date permission is granted.
- ii. In the event any Permission to mortgage is issued by the lessor, then this Lessor shall always hold the first charge and will remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016 in contrast of the Bank/ Financial Institution or Allottee of flat/built-up space.
- iii. Blanket permission to Mortgage (facilitate the loan process of buyers/ sub-lessee) may be granted by the Lessor/ GNIDA as per prevailing norms provided there are no dues outstanding on the date of issue of PTM

6. TRANSFER OF PLOT

- 1) No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.
- 2) No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.
- 3) Thereafter, Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after the following:
 - i. payment of prescribed fees/charges,
 - ii. clearance of all up to date dues, and
 - iii. overdue instalment towards premium of land
- 4) The Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission therefor, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.
- 5) Transfer/Sub-lease of Flats (Sub-lease):
 - i) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
 - ii) The sub-lessee undertakes to put to use the premises for the residential use only.
 - iii) 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 Authority in writing.
 - iv) 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 Authority.

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ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED

Authorised Signatory

- v) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges

7. MISUSE, ADDITIONS, ALTERATIONS ETC.

- i. The Lessee/Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. 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 without any payment.
- ii. The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- iii. 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 shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by GNIDA in this regard.

8. LIABILITY TO PAY TAXES

The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

9. OVERRIDING POWER OVER DORMANT PROPERTIES

GNIDA reserves the right to all mines, minerals, coals, goldwashing, earth oils, 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 plot(s) or for the structure time being standing thereon, provided that, the Lessor shall make reasonable compensation to the Allottee /Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of GNIDA on the amount of such compensation will be final and binding on the applicant.

10. MAINTENANCE

- i. The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.

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- ii. The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) will be personally and severally liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.
- iii. No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding on the Lessee or its Allottees / Sub-lessee(s).
- iv. The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, Bye-laws, directions and guidelines of Greater GNIDA Industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976, RERA Act and UP apartments Act 2010 and Rules made therein, and any other Act and Rules, from time to time.
- v. In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

11. CANCELLATION OF LEASE DEED (SECTION-3.20 OF SCHEME BROCHURE) -

- 1) Cancellation of Lease Deed shall be as per the prevailing policy of the Authority. The current prevailing policy for reference of the LESSEE is as follows:
- 2) In addition to the other specific clauses relating to cancellation/determination, GNIDA, will be free to exercise its right of cancellation/ termination of the allotment/ the lease of plot in case of the following-
 - 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 Applicant/Allottee/Sub-Lessee(s) or any breach/violation of the terms and conditions of the Scheme Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues or not completing the construction or making it functional within prescribed time
- 3) If the allotment is cancelled on the grounds mentioned in under Clause 3.20.2 (i) above, the entire deposits till date of cancellation shall be forfeited and possession of the plot shall be resumed by the Authority/ Lessor with structures thereon, if any and the allottee/ lessee will have no right to claim any compensation,

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thereof. Without prejudice to the aforesaid, the Authority shall also have the liberty to initiate legal action against such allottee/ lessee.

- 4) If the allotment is cancelled on the grounds mentioned in Clause 3.20.2 (ii) or Clause 3.20.2 (iii) above, 30% of the total premium of plot after e-auction or total premium deposited (whichever is less) shall be forfeited in favour of GNIDA. Balance amount after recovering the lease rent till date of cancellation, if any, and after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.
- 5) After cancellation of the plot as stated above, possession of the plot will be resumed by GNIDA, along with the structure thereupon, if any, and the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessees will have no right to claim any compensation thereon.

12. Surrender

Surrender may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Surrender request letter by the Allottee. The current prevailing policy for reference of the Applicant is as follows-

- i. The issuance of allotment letter or before 90 days after the issuance of allotment letter then the entire EMD will get forfeited.
- ii. Under no circumstances, request for surrender shall be entertained after receiving full premium discovered through e-auction within 90 days from the date of issue of Allotment Letter.
- iii. During the bid process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit
- iv. The date of surrender in the above case shall be the date on which the application for surrender is received online via "NiveshMitra". No subsequent claim on the basis of any postal certificate etc. will be entertained. The Allottee has to execute surrender deed, if Lease Deed / Transfer Deed has been executed then all the original legal documents are to be surrendered unconditionally to GNIDA.

13. Restoration

GNIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorized Officer of GNIDA can restore the plots, if at all, as per the prevailing policy of the Authority as the time of submission of request letter after payment of applicable fees and charges. The prevailing policy for reference of the Applicant is as follows:

- i) The application of restoration of plots shall be made within 60 days from the date of cancellation.
- ii) The decision about the restoration application of the plots shall be taken within a period of 6 months after the date of cancellation.

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सेटर नीएडा प्राधिकरण

- iii) The Allottee shall have to pay restoration charges as per the prevailing policy of GNIDA (Presently, @10% of the total premium of the plot at prevailing rate on date of restoration application).
- iv) The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.
- v) The Allottee has to pay time extension charges as per terms of allotment / lease.
- vi) The Allottee has to submit Performance Bank Guarantee (PBG) of timeline given in Schedule, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of PBG will be 10% of the prevailing price of the plots.
- vii) All legal expenses shall be borne by the Allottee.
- viii) The cancelled plot is not already allotted to another developer.
- ix) In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/non-permissible activities in future and closure/removal of illegal/unauthorized/non-permissible activities.
- x) In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

14. OTHER CLAUSES

- i. The Authority reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds just and expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee.
- ii. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of GNIDA shall be final and binding on the Allottee / Lessee and his / her / their successor.
- iii. If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the earnest money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest @ 4% per Annum.
- iv. 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.
- v. In case there is any change of reserve price of allotment from any order of honorable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.

- vi. GNIDA 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.
- vii. The Lessee/ sub-Lessee of the Lessee shall be liable to pay all taxes/ charges levied by Government of UP or any other department empowered to do so.
- viii. The Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976), RERA, UP Apartment Act 2010/2016 and such rules, regulations or directions as are issued there under from time to time.
- ix. Dwelling units/ flats shall be used for residential purpose only. In case of default, the allotment shall be liable for cancellation and the allottee/ Lessee/ sub lessee shall not be paid any compensation thereof.
- x. Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at GautamBudh Nagar or the High Court at Allahabad (Prayagraj).
- xi. The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying. No claim whatsoever shall be entertained by the Authority in regard to the situation, location of physical status of the demised plot.
- xii. Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges.
- xiii. In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by GNIDA.
- xiv. All arrears towards premium, lease rent or any other dues payable to the Authority shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.
- xv. The Lessee/ sub-Lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled, and entire money deposited shall be forfeited.
- xvi. GNIDA in larger public interest has the right to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of GNIDA shall be final and binding on the Allottee/Lessee, its sub-allottees / lessees.
- xvii. The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of the Lease Deed.
- xviii. The Lessee / its allottee / sub Lessee shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.
- xix. The Allottee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.

- xx. As per prevailing Sector Wise Rate List on the last date of Proposal Submission. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2022-2023. (Office order: 27314/GN/Finance/2022-23 Dated: 19/04/2022) including metro location charges, if applicable.
- xxi. All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee. (Annexure 1: Scheme Document)
- xxii. In case of any differences or inconsistency between conditions as occurring in this Lease Deed and Scheme Brochure, then the conditions of the Lease Deed shall override and shall be binding on the Lessees, its allottees / sub-lessees.

IN WITNESS WHEREOF the parties have seen their hands on the day and in the year herein first above written.
In presence of:

For and on behalf of LESSOR

Witnesses: -

M. Shams
प्रतिष्ठा (बिल्डर्स)
ग्रैंड नॉएडा प्राधिकरण

1. _____

R/o _____

2. _____

R/o _____

For and on behalf of the LESSEE

Witnesses: -

For ELDECO REAL ESTATE LIMITED
विद्यार्थन मंडल
Authorised Signatory

1. *[Signature]*
VINOD KUMAR SHUKLA
S/o Sh. J. P. SHUKLA
R/o H-156, GAMMA-II,
GREATER NOIDA
VOTER ID No.: NDT3756467
(Mob: 9810283723)

R/o

2. *Rajesh*
Rajesh Sahu
S/o: SH. P R Sahu
R/o H-156, Sec- Gamma-2
Greater Noida, U.P

R/o

आवेदन सं०: 202300742031733

बही संख्या 1 जिल्द संख्या 23947 के पृष्ठ 223 से 330 तक क्रमांक 24763 पर
दिनांक 27/06/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पूनम सिंह.
उप निबंधक : दादरी
गौतम बुद्ध नगर
27/06/2023

प्रिंट करे

for EDECO REAL ESTATE LIMITED

Authorised Signatory



YIND KANG DINY
ADHIB 7 3 10 10
JAMAD 101 10 10
KAL 101 10 10
KAL 101 10 10
KAL 101 10 10
(101 10 10 10)

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक दफ्तरी गौतम बुद्ध नगर कम 2023149044383

अवेदन संख्या : 202300742031733

I-247C3

लेख या प्रार्थना एवं प्रस्तुत करने का दिनांक 2023-06-27 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम विद्यालय चन्द झा

लेख का प्रकार गृह विवेक (30 वर्ष से

प्रतिफल की धनराशि 588500000 / 588500000.00

1. रजिस्ट्रीकरण शुल्क 5885000
2. प्रतिनिधिकरण शुल्क 240
3. निरीक्षण या तलाश शुल्क
4. प्रस्ताव के अधिप्रधानी करण लिए शुल्क
5. फर्मीशन शुल्क
6. विविध
7. वारिक भत्ता

1 से 6 तक का योग 5885240

शुल्क प्रस्तुत करने का दिनांक 2023-06-27 00:00:00

दिनांक जब लेख प्रतिनिधि का कनामा

प्रमाण पत्र कोपस करने के लिए तैयार होगा 2023-06-27 00:00:00

रजिस्ट्रीकरण अंककृति निदेशाद

पावरी

ACKNOWLEDGEMENT

(NOT TO BE TREATED AS CHALLAN)

(Stamp And Registration Department)

Government of Uttar Pradesh

Application Id: 202300742031733	Tehsil : दादरी
Type of Document:	Unique Id:
Transaction No. : NIB230577477	Transaction Date: 26-06-2023
Assessment Year: : 2023-2024	Tax Period:: A
Name of Bank	NA
Depositor Name:	श्री विधान चन्द झा
Depositor Address:	विलेज- गढ़ी चौखंडी, जिला-गौतमबुद्ध नगर, उत्तर प्रदेश

Head	Description	Serial No	Amount (in Rs.)
003003104010000	For Property Registration	18	5885240
	Total of the above Heads	--	5885240

A SUM OF Rs. 5885240 AGAINST THE HEADS MENTIONED ABOVE --[THROUGH NET-PAYMENT TRANSACTION]-- ON NA HAS BEEN DEPOSITED BY THE DEPOSITOR. THE BANK REFERENCE NO. RECEIVED AFTER THE TRANSACTION IS CPACVZOSZ3, Scroll Date:-NA

Note:- Please contact SBI Government Business Branch, Lucknow or Director Treasury, Jawahar Bhawan, Lucknow referring CPACVZOSZ3 for status of the deposit.



सत्यमेव जयते

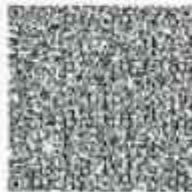
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹10

e-Stamp

Certificate No.	: IN-DL29850447503637W
Certificate Issued Date	: 19-Jan-2024 11:30 AM
Account Reference	: IMPACC (IV)/ dl1027503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL102750321919056790373W
Purchased by	: ELDECO REAL ESTATE LIMITED
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ELDECO REAL ESTATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: ELDECO REAL ESTATE LIMITED
Stamp Duty Amount(Rs.)	: 10 (Ten only)



₹10



Please write or type below this line



Affidavit

[Handwritten signature]

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.e-stampsonline.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

ELDECO REAL ESTATE LIMITED 19 JAN 2024 11:30 AM IN-DL29850447503637W SUBIN-DL102750321919056790373W ELDECO REAL ESTATE LIMITED 19 JAN 2024 11:30 AM IN-DL29850447503637W

I, Parag Gupta, Director of Eldeco Real Estate Limited ("Promoter") having its registered office and corporate office at 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, New Delhi - 110025, which is developing proposed project 'Eldeco La Vida Bella' (Project) situated at GH-02C, Sector-12, Greater Noida, Uttar Pradesh, hereby solemnly state and confirm as under:

That the Promoter has not booked/ market/ advertised or sold/ allotted /transferred any units of the Project till date.

Verification

The content of my above Undertaking are true and correct and nothing material has been concealed by me there from.

Verified by me at on this day of 20th day of January, 2024.


Parag Gupta
Director



ATTESTED

Notary Public
(INDIA)

20 JAN 2024