

भारतीय गैर न्यायिक
भारत INDIA

₹ 500

FIVE HUNDRED
RUPEES



सत्यमेव जयते

Rs. 500

18 APR 2017

पाँच सौ रुपये

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

X 690556



SUB LEASE DEED

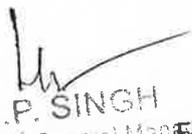
This Sub Lease deed made on the 28th day of April, 2017 (Twenty Ninth day of April, Two thousand and Seventeen)

BETWEEN

The New Okhla Industrial Development Authority, a body corporate constituted under section 3 read with 2 (d) of the Uttar Pradesh Industrial Area development Act, 1976 (UP Act No 6 of 1976) hereinafter called the "Lessor/Confirming Party" (which expression shall unless the context does not so admit, include its successors and assigns) of the first part

AND

M/s Boulevard Projects Pvt. Ltd. a Company, within the meaning of Companies Act 1956, having its registered office at C-23, Greater Kailash Enclave, Part - 1, New Delhi - 110048, through its authorized signatory Mr. Hardeep Singh Dadwal S/o Mr. Kuldip Singh, duly authorized by the Board of Directors vide Resolution dated 26th April, 2017,


L.P. SINGH
Assistant General Manager For Boulevard Projects Private Limited
NOIDA


Authorized Signatory

For WISDOM COLONIZERS PVT. LTD.

Director/Authorized Signatory

S. No. 147 Date 28 APR 2017

Add No. No. 1001

Wisdom Colonizers Pvt. Ltd.

FULL NAME AND ADDRESS

No. 1001

Purpose

28 APR 2017
A.K. Sharma Stamp Vendor
Reg. No. 55, Sec-16, NOIDA
Gautam Budh Nagar. U.P INDIA



hereinafter called the "Lessee" (which expression shall unless the context does not so admit, include executors, representatives, administrators and permitted assigns) of the second part

AND

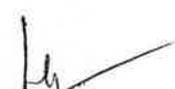
M/s Wisdom Colonizers Private Limited, (100% owned subsidiary company of M/s Boulevard Projects Pvt. Ltd), a Company within the meaning of Companies Act 1956, having its registered office at C-23, Greater Kailash Enclave, Part - 1, New Delhi - 110048, through its authorized signatory **Mr. Vikas Anand S/o Mr. Deepak Anand**, duly authorized by the Board of Directors vide resolution dated 27th April, 2017, hereinafter called the "**Sub - Lessee**" (which expression shall unless the context does not so admit, include executors, representatives, administrators and permitted assigns) of the third part.

Whereas the Lessor/Confirming Party has through a sealed two bid tender system awarded Plot No. C-001A Sector-16B admeasuring 40,056.72 Sqm., part of the Commercial Plot No C-001 Sector 16B to M/s Vistar Constructions Pvt. Ltd, the consortium leader, which was executed and registered in the name of SPV M/s Boulevard Projects Pvt. Ltd. (The Lessee herein) on 29th June, 2010 and registered in the office of the Sub-Registrar- III, Noida vide **Book No - 1, Volume No 1971, Page No. 33 to 106** documents No.2668 dated 29th June, 2010 (hereinafter called as the "**Lease**") between the Lessor/Confirming Party and the Lessee.

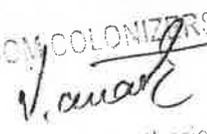
Whereas the Lessee is the Lessee and in possession of the commercial C-001A Sector-16B, Noida admeasuring 40,056.72 Sqm. Hereunto for 90 years commencing from 29th of June 2010.

WHEREAS at the request of lessee of the above said Plot No. C-001A Sector-16B, noida admeasuring 40,056.72 Sqm., lessor/confirming party has allowed vide its approval letter no. vide letter NOIDA/Commercial/2017/127 dated 3rd of February, 2017 to execute sub lease deed as per the terms and conditions of the brochure for the development and marketing through its 100% subsidiary companies in respect of its further sub divided plot no. C-001A/2 Sector-16B admeasuring 2008 sq. mtrs ("**Plot**") and the lessee hereby transfers conveys and assigns all its rights title and interest in the demise sub divided plot no. C-001A/2 Sector-16B, Noida in favor of sub lessee and the lessee has handed over the actual physical vacant possession of the demised plot no. C-001A/2 Sector-16B, Noida.

The sub lessee M/s Wisdom Colonizers Private Limited is 100% equity owned subsidiary company of M/s Boulevard Projects Private Limited (lessee) as certified by Registrar of


L.P. SINGH For Boulevard Projects Private Limited
Assistant General Manager
NOIDA

Authorized Signatory

For WISDOM COLONIZERS PVT. LTD.
 2
Director/Authorized Signatory

companies, Kanpur, Uttar Pradesh vide their letter no. ROC/Misc/holding subsidiary/93 dated 7th of March, 2017 annexed herewith.

WHEREAS the Plot hereinabove described forms part of the land acquired under the Land ACQUISITION Act 1894 and developed by the Sub Lessee for the purpose of setting up of an Industrial Township.

AND WHEREAS the Lessee has agreed to demise and the Sub-Lessee has agreed to take on lease the said Plot for development of commercial complex for commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the Sub Lessee to obtain all statutory clearances from the concerned Authorities for its functioning. Lessee shall not be responsible for any consequences arising out of failure of the lessee to receive any such statutory clearance.

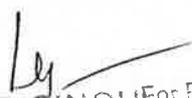
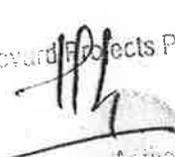
The Sub Lessee shall carry out development as per norms specified in the Building Regulations and Directions of the NOIDA/ Lease deed/sub lease deed and as per layout plan duly approved by the Lessor/confirming party.

1. NOW THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of **Rs. 26,40,52,000/- (Rupees Twenty Six Crore Forty Lacs Fifty Two Thousand only)** out of which **Rs. 2,64,05,200/- (Rupees Two Crore Sixty Four Lacs Five Thousand Two Hundred only)** have been paid by the Lessee to the Lessor/confirming party (the receipt thereof the Lessor/confirming party hereby acknowledges) and the balance **Rs. 23,76,46,800/- (Rupees Twenty Three Crore Seventy Six Lacs Forty Six Thousand Eight Hundred only)** which will be paid directly by the Sub-Lessee to the Lessor/confirming party as per Noida's schedule of installments.

No separate notices for deposit of the installment/ lease rent shall be issued by Lessor/confirming party. The Sub- Lessee shall ensure that the due installments along with interest are deposited on the due date or the previous working day if the due date is a bank holiday.

In case of failure to deposit the due installment by the due date, the LESSOR/CONFIRMING PARTY may cancel the sub-lease. However, in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of interest @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.


L.P. SINGH For Boulevard Projects Private Limited
Assistant General Manager
NOIDA

Authorised Signatory

For WISDOM COLONIZERS PVT. LTD.

Director/Authorised Signatory
3


ने निष्पादन स्वीकार किया ।

जिनकी पहचान धमेन्द्र कुमार
करन सिंह वर्मा

पेशा नीकरी

निवासी 42ए मदनपुर खादर

व विशाल आनन्द
मोहन सहाय

पेशा नीकरी

निवासी डिवाइन मिडोस एम-204 सेक्टर-108 नौएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के विशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के0 के0 यादव
उप-निबंधक तृतीय
नौएडा

29/4/2017



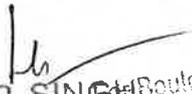
Provided further that Lessor/confirming party shall accept all payments rendered otherwise by the Sub- Lessee but of the payments made by the Sub- Lessee shall first adjusted towards the interest due, if any, and thereafter, the balance shall be adjusted towards the lease rent payment along with the due interest and the balance, if any, shall be adjusted towards the due installments.

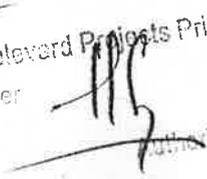
And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreement herein contained on the part of the Sub- Lessee to be respectively paid, observed and performed, the Lessee doth hereby demise on lease to the Sub- Lessee, all that plot of land numbered as Commercial Plot No. C-001/A2 situated in Sector – 16B (part of the Commercial Plot No. C-001A Sector-16B) New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement 2008 square metres and bounded:

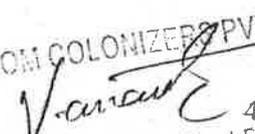
ON THE NORTH BY: As per site
ON THE SOUTH BY: As per site
ON THE EAST BY : As per site
ON THE WEST BY : As per site
As per the attached map Schedule 2 and marked in red.

To hold the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the Sub-Lessee to the term of Ninety years on "AS IS WHERE IS BASIS" commencing from 29th June, 2010 on the terms and conditions as given below: -

- (a) In addition to the premium of Plot, the Sub Lessee shall have to pay a yearly ground rent/ lease rent in the manner indicated below: -
- I. The ground rent/ lease rent @ Re 1/- per sqm. per year for the first three years from the date of execution of the lease deed.
 - II. Thereafter, the ground/lease rent shall be charges @ 1% p.a. of the total premium of the Plot for next seven years of the first ten years. After ten years from the date of execution of the lease deed, the lease rent will be increased @ 50% and that rate will be applicable from the next ten years and this process will continue for future. Sub- Lessee can deposit onetime lease rent equivalent to eleven time the lease rent calculated @ 1% per annum, subject to the clearance of the arrears of the lease rent, if any. Supplementary deed shall be executed after expiry of every 10 years.
 - III. In case of failure to deposit the due lease rent by the due date, interest will be charged @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
 - IV. For the purposes of this sub-lease deed, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.


L.P. SINGH
Assistant General Manager
NOIDA


Authorized Signatory


DIRECTOR/AUTHORIZED SIGNATORY
4



पट्टा दाता

Registration No.: 1811

Year : 2,017

Book No. : 1

0101 नोएडा विकास प्राधिकरण द्वारा एल0 पी0 सिंह

नोएडा विकास प्राधिकरण
नौकरी



0102 M/s Boulevard Projects Pvt Ltd द्वारा हरदीप सिंह डड

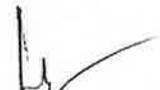
कुलंदीप सिंह
सी-23, ग्रेटर कैलाश इन्क्लेव-1, नई दिल्ली
नौकरी

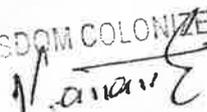


V. The Sub- Lessee shall have the option to pay 11 (eleven) years lease rent @ 1% per annum as one time lease rent or as per prevailing policy of the Lessor/confirming party at the time of deposit .

II. AND THE SUB- LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSEE IN THE MANNER FOLLOWING:

- (a) The lead member shall have to maintain the shareholdings of the consortium member in the same manner as submitted. Lead member should be the single largest shareholder having at least 26% shares in the consortium. The percentage of the shareholding of the lead member shall remain minimum of 26% till the completion of the project i.e. upto obtaining the completion certificate from the Lessor/confirming party.
- (b) That the Sub-Lessee will pay to the Lessor/confirming party the balance of the premium in the installments mentioned in clause 1 above by the dates mentioned therein or provided. If the Sub- Lessee shall fails to pay any installment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the installment in arrears from the due date till the date of payment provided that failure to pay three consecutive **installments** the Lessor/confirming party may determine the lease with **penalties and consequences** thereof.
- (c) That the Sub- Lessee will pay unto the Lessor/confirming party at its office on as otherwise directed the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor/confirming party shall be entitled to recover the same with 14% interest per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.
- (d) The Sub- Lessee will bear, pay and discharge all rates, assessments of every descriptions which during the said term to be assessed, charged or imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon.
- (e) That Sub- Lessee will obey and submit to all direction issued or regulations made by the Lessor/confirming party now existing or hereafter to exist so far as the same as incidental to the possession of immovable property so far as they affect the health, safety or convenience of the other inhabitants of the place.


L.P. SINGH
Assistant General Manager
NOIDA For Boulevard Projects Private Limited


Navaneet
Director/Authorised Signatory WISDOM COLONIZERS PVT. LTD.



पट्टा गृहीता

Registration No. : 1811

Year : 2,017

Book No. : 1

0201 M/s Wisdom Colonizers Pvt Ltd द्वारा विकास आनन्द

दीपक आनन्द

सी-23, ग्रेटर कैलाश नई पार्ट-1, नई दिल्ली

नौकरी

V. Anand



(f) The Sub- Lessee can surrender the Plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest. If the Sub-Lessee surrenders the allotted plot after 30 days from the date of allotment, in such an event the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refunded.

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

The Sub-Lessee will submit the following documents:

1. Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.

2. Clearance of upto date dues of the NOIDA.

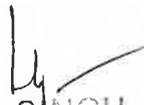
Lessor/confirming party shall have the first charge on the plot towards payment of all dues of Lessor/confirming party.

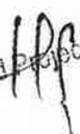
Provided that in the event of sale or foreclosure of the mortgaged/charged property, the Lessor/confirming party shall be entitled to claim and recover such percentage, as decided by the Lessor/confirming party, of the unearned increase in values of properties in respect of the market value of the said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

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

(h) The construction of the building and development on the Plot shall have to be done as per development norms, controls prescribed under the scheme/building regulations & directions of the Lessor/confirming party and only after the prior approval of the building plans by the Lessor/confirming party.

i. All the infrastructural services shall have to be provided by the Lessee/Sub- Lessee within the plot area only.


L.P. SINGH
Assistant General Manager
NOIDA


For Boulevard Projects Private Limited

Authorized Signatory


Director/Authorized Signatory
COLONIZER PVT. LTD.

गवाह

Registration No.: 1811

Year: 2017

Book No.: 1

W1 धमेन्द्र कुमार
करन सिंह वर्मा
42ए मदनपुर खादर
नौकरी



W2 विशाल आनन्द
मोहन सहाय
डिवाईन मिडोस एम-204 सेक्टर-108 नोएडा
नौकरी

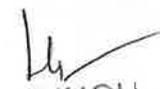


- ii. All clearances/approvals must be obtained by the Lessee/Sub-Lessee from the respective competent statutory authorities prior to the commencement of the construction work.
- iii. Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).
- iv. All other provisions, not specified above, shall be in accordance with the Building Regulations and Directions of the Lessor/confirming party and the amendments made therein from time to time.

(i) The Sub- Lessee ^{lessee} shall have to construct the buildings ^{V. Anand} and obtain the completion certificate in maximum five phases within five years from the date of execution of the lease deed. The Lessee/Sub-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 and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the Lessor/confirming party within a period of three years from the date of execution of lease deed. However, extension in exceptional circumstances can be granted by the Lessor/confirming party, on the payment of extension charges applicable as per the prevailing policy, at the time of grant of such extension. The "Completion Certificate" will be issued by the Lessor/confirming party on the completion of the project and on submission of the necessary documents required for certifying the completion of the project. In case the Sub-Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/lease deed/sub-lease deed as the case may be, shall be liable to be cancelled. Sub-Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

(j) The Sub-Lessee ^{lessee} shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/ constructions, subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the Lessee/Sub-Lessee after prior written approval of the Lessor/confirming party. The project may be implemented by Sub- Lessee through special Purpose Company and/ or through its subsidiaries. The relationship between special Purpose Company & its subsidiaries would be governed by the prevailing law, rules and regulations. However, mortgage permission can be accorded to special Purpose Company for implementation of project as per prevailing rules & regulations of Lessor/confirming party.

(k) The Sub-Lessee ^{lessee} shall indemnify the lessor/confirming party against all disputes arising out of:


L.P. SINGH
 Assistant General Manager, Boulevard Projects Private Limited
 NOIDA


 Authorised Signatory


 Director, COLONIZERS PVT. LTD.
 Authorised Signatory





- i. The non-completion of the project.
- ii. The quality of development, construction and maintenance.
- iii. Any legal dispute arising out of allotment/lease/sub-lease to the final purchaser(s).

(1) The Sub-Lessee can transfer the plot and the buildings constructed thereon with the prior permission of the Lessor/confirming party, after payment of transfer charges as per the prevailing policy of the Lessor/confirming party. However, the lessor/confirming party reserves the right to reject any such transfer application without assigning any reason whatsoever.

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

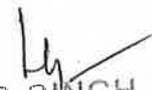
All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the lessee, as well as the transferee(s).

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

Change in Constitution will be permitted as per prevailing policy of the Lessor/confirming party and as per terms and conditions of the brochure of the scheme.

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

- i. The Sub-Lessee has made full payment of the plot premium alongwith interest thereon and the up-to-date lease rent alongwith interest, if any, due thereon.
- ii. The lease deed as per rules has been duly executed.
- iii. The Sub-Lessee has obtained the building completion certificate from the Lessor/confirming party.
- iv. The Sub-Lessee/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred are as per completion certificate and are not part of any common area.
- v. The Sub-Lessee shall also execute a sub-lease deed between lessor/confirming party, Sub-Lessee and proposed transferees. The Sub-Lessee shall also ensure adherence to the building regulations and directions. All the terms and conditions of the allotment, lease deed and sub-lease deed shall be applicable and binding on transferee/sub-lessees as well.


L.P. SINGH
Assistant General Manager
NOIDA

For Ecolovers Projects Private Limited

Authorized Signatory

For WISDOM COLONIZERS PVT. LTD

Director & Authorized Signatory




- vi. The transferees/sub-lessees shall also be required to pay pro-rata lease rent as applicable. The transferees/sub-lessees shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to the LESSOR/CONFIRMING PARTY in proof thereof. Thereafter, extension charges, as applicable, shall be payable.
- vii. All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc, shall be applicable on the Sub- Lessee as well as all transferees.
- viii. The Sub-Lessee (s) is not eligible for any preferential allotment of the residential plot or house under various scheme of NOIDA.
- (m) The Lessee and Sub-Lessee/transferees shall not use the commercial plot for any purpose other than for which the commercial plot is allotted and/or as prescribed under the provisions of Noida Master Plan and/or approved by the Lessor/confirming party. In case of violation of any allotment condition, the allotment shall be liable to be cancelled and the possession of the premises alongwith the structures thereon, if any, shall be resumed by the LESSOR/CONFIRMING PARTY.
- (n) The Sub-Lessee/Transferee(s) will be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf from time to time, in respect of the plot and the buildings constructed thereon.
- (o) If the Sub-Lessee /Transferee(s) fail to deposit the due money/installment within the given time or such extended period as is allowed by the LESSOR/CONFIRMING PARTY or commit any breach of the terms and conditions as laid down in this brochure, allotment letter, lease deed, sub-lease, the allotment/lease/sub-lease may be cancelled/determined and 30% of the total premium of the plot or the premium/installments deposited till then alongwith lease rent, interest, extension charges etc. deposited, whichever is less, shall be forfeited in favour of the LESSOR/CONFIRMING PARTY. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the plot, along with the structures, if any, thereon, shall be resumed in favour of the LESSOR/CONFIRMING PARTY and the Sub- Lessee shall not be entitled to claim any compensation for the same.
- (p) The allotment/lease/sub-lease is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the lessee, the allotment/lease/sub-lease of plot will be cancelled and/or lease/sub-lease will be determined, as the case may be. In addition, the entire money deposited by the lessee/sub-lessee(s)/Transferee(s) shall be forfeited and legal


L.P. SINGH
Assistant General Manager
NOIDA
For Boulevard Projects Private Limited


Authorised Signatory

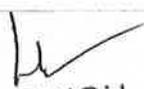
For WISDOM COLONIZERS PVT. LTD.

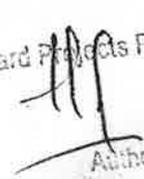
Director
9
Authorised Signatory



action for such misrepresentation, concealment, suppression of material facts shall be taken.

- (q) The Lessor/confirming party reserves the right to all mines, minerals, coals, washing golds, earth, oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the allotted plot or for any building/structure standing thereon, provided always that the Lessor/confirming party shall make reasonable compensation to the Sub-Lessee for any damages directly occasioned by the exercise of the rights hereby reserved. The decision of the Lessor/confirming party on the amount of such compensation will be final and binding on the lessee / sub-lessee(s) / Transferee(s).
- (r) The Lessee / Sub-Lessee shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the allotted plot. If the buildings and common services are not maintained properly, the LESSOR/CONFIRMING PARTY shall have the right to get the maintenance done and recover the amount so spent from the Lessee / Sub-Lessee. The Lessee / sub-lessee(s) / Transferee(s) will be personally and severely liable for the payment of the maintenance amount. In case of any default in the payment of the maintenance amount, the dues will be recovered from the lessee and all the sub-lessee(s)/Transferee(s) as arrears of land revenue.
- (s) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted plot and the decision of the LESSOR/CONFIRMING PARTY shall be final and binding on the lessee and all the sub-lessees (transferees).
- (t) The Lessee / Sub-Lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses, as the case may be.
- (u) The Sub-Lessee 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/confirming party and to the convenience of the inhabitants/occupants of the place.
- (v) The Lessee / Sub-Lessee / Transferee(s) shall abide by all the regulations, bye-laws, directions and guidelines of Lessor/confirming party framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.


L.P. SINGH
Assistant General Manager
NOIDA

For Boulevard Projects Private Limited

Authorized Signatory

For WISDOM COLONIZERS PVT. LTD.

Director/Authorized Signatory

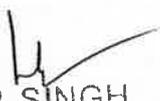


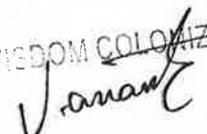
- (w) In case of non-compliance of these terms & conditions and any other directions of Lessor/confirming party, Lessor/confirming party shall have the right to impose such penalty as it may consider just and/or expedient.
- (x) The Sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by Lessor/confirming party.
- (y) In addition to the other specific clauses relating to the cancellation of the lease deed / sub-lease deed, the Lessor/confirming party will be free to exercise its right of cancellation of lease/allotment / sub-lease in the following case: -
- i. If the allotment is obtained through misrepresentation, by suppression of material facts, mis-statement and/or fraud.
 - ii. Any violation by the Lessee/Sub-Lessee/ Transferee(s); of the directions issued or of the rules and regulations framed by LESSOR/CONFIRMING PARTY or by any other statutory body.
 - iii. In case of default on the part of the Lessee / Sub-Lessee / transferee(s) or any breach / violation of the terms and conditions of the tender, allotment, lease deed, sub-lease deed and/or non-deposit of the allotment / premium amount / instalments, lease rent etc.

If the allotment is cancelled on the grounds mentioned in para (1) above, the entire amount deposited by the Lessee and Sub-Lessee / transferee(s) till the date of cancellation, shall be forfeited by the LESSOR/CONFIRMING PARTY and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (2) or (3) above, amount equivalent to 30% of the total premium of the plot shall be forfeited and the balance, if any shall be refunded without any interest and no separate notice to the Lessee and Sub-Lessee / transferee(s) shall be given in this regard. After forfeiture of the amount as stated above, possession of the plot will be resumed by the LESSOR/CONFIRMING PARTY, along with the structures thereupon, If any, and the Lessee and Sub-Lessee /transferee(s) will have no right to claim any compensation thereof.

III. AND IT IS MUTUALLY AGREED AND DECLARED BY IN BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING:

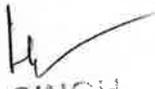

L.P. SINGH
Assistant General Manager
NOIDA
For Boulevard Projects Private Limited
Authorized Signatory

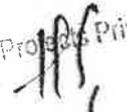
For WISDOM COLONIZERS PVT. LTD.

Director/Authorized Signatory





1. That the Sub-Lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horses, cattle, dogs, other animals except and in so far as may be allowed by the Lessor/confirming party in writing.
2. That the Sub-Lessee shall not exercise his/her/their/its option for determining the sub-lease nor hold the Lessor/confirming party responsible to make good the damage if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
3. If the Sub-Lessee does not abide by the terms and conditions of the sub-lease and building bye-laws or any other rules framed or directions issued by the Lessor/confirming party the sub-lease may be cancelled by the Lessor/confirming party and the possession of the demised premises may be taken over by the Lessor/confirming party followed by forfeiture of deposits as per prevailing policy.
4. Notwithstanding anything contained hereinbefore, if there shall have been in the opinion of the Lessor/confirming party (whose decision shall be final and binding) any breach by the Sub-Lessee or any person claiming through or under him/her/their/its, of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the Sub-Lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises it shall be lawful for the Lessor/confirming party without prejudice to any other right or action of the Lessor/confirming party in respect of any breach of agreement to re-enter the demised premises or any part thereof in the name of whole and determine this demise and thereupon if:
5. At the time of re-entry, if the demised premises has not been occupied by the Sub-Lessee by way of constructing a building thereon the Lessor/confirming party may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the Authority.
6. At the time of re-entry if the demised premises are occupied by any building constructed by the Sub-Lessee there on the Sub-Lessee shall within a period of three months from the date of re-entry remove from the demised premises all erection of building, fixtures and fittings which at any time and during the term shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default where of the same shall become the property of the Lessor/confirming party without payment of any compensation to the Sub-Lessee for the land and building,


L.P. SINGH
Assistant General Manager
NOIDA


For Boulevard Projects Private Limited

Authorized Signatory

For WISDOM COLONIZERS PVT. LTD.

Director/Authorized Signatory

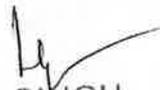
Director/Authorized Signatory



fixtures, things before within the period herein specified the demised premises shall be re-allotted.

Provided that the Lessor/confirming party may at its option to purchase the said erection buildings and fixtures upon the plot after making the payment to the Lessee in price thereof as may be mutually agreed upon.

7. Any losses suffered by the Lessor/confirming party on a fresh grant of demised premises or breaches of conditions aforesaid on the part of the Sub-Lessee or any persons claiming through or under him shall be recoverable by the Lessor/confirming party from the Sub-Lessee.
8. The Chief Executive Officer of the Lessor/confirming party may exercise all powers exercised by the Lessor/confirming party under this sub-lease. The Lessor/confirming party may also authorize any of its other officers as he deems fit.
PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Office for time being or any other officer who is entrusted by the Lessor/confirming party with the functions similar to those of Chief Executive Officer.
9. The entire legal expenses of execution of this Sub-Lease Deed including Stamp Duty and registration charges shall be borne by the Sub Lessee. In case any dispute arising towards stamp duty, the Sub-Lessee shall be liable for the same.
10. Any relaxation, concession or indulgence granted by the Lessor/confirming party to the Sub-Lessee shall not in any way prejudice the legal right of the Lessor/confirming party.
11. The Chief Executive Officer or the Lessor/confirming party reserve the right to make such additions and alterations or modifications in these terms and conditions as may be considered just or/and expedient.
12. In the event of any dispute between LESSOR/CONFIRMING PARTY and sub-lessee(s)/transferee(s) shall be subject to the territorial jurisdiction of the Civil Court of District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Allahabad.
13. If due to any "FORCE MAJEURE" or circumstances, beyond Lessor/confirming party's control the Authority is unable to deliver possession of allotted plot, entire registration money or the deposits depending on state of allotment will be refunded without interest.
14. (a) In case of the clarification or interpretation regarding terms and conditions of this Sub-Lease and brochure of the scheme which forms part of this lease, the


L.P. SINGH
Assistant General Manager
NOIDA
For Boulevard Projects Private Limited
Authorised Signatory


For WISDOM GOLDZERS PVT. LTD.
Director/Authorised Signatory
13





decision of the LESSOR/CONFIRMING PARTY shall be final and binding on the lessee and all the sub-lessee(s)/ Transferee(s).

(b) All conditions of Brochure of the scheme and allotment letter, even if not specifically mentioned in this sub-lease deed, shall be treated as part of lease and binding upon the sub-lessee.

15. If the sub lessee commits any act of omission on the demised premises resulting in any nuisance, it shall be lawful for the LESSOR/CONFIRMING PARTY to ask the lessee to remove the nuisance within a reasonable period, failing which the LESSOR/CONFIRMING PARTY shall itself get the nuisance removed at the sub-lessee's cost and charge the damages from the lessee during the period of subsistence of the nuisance.
16. The lessee / sub-lessee(s)/ transferee(s) shall be liable to pay all taxes, charges leviable from time to time by the LESSOR/CONFIRMING PARTY or any other statutory body duly empowered to levy to taxes/charges.
17. All notices, orders and other documents required under the terms of allotment/lease etc. shall be govern by the provisions of the U.P. Industrial Area Development Act, 1976 and the Rules & Regulations made thereunder.
18. All the arrears due from the lessee and all the sub-lessees (transferees) to the LESSOR/CONFIRMING PARTY or any other statutory authority are recoverable as arrears of land revenue.
19. That the LESSOR/CONFIRMING PARTY hereby covenant that the sub-lessee(s)/ transferee(s) shall enjoy quiet possession of the demised premises without any disturbance by it or its successors in the interest of any other person claiming title paramount thereto.
20. The Sub Lessee shall not be allowed to assign or change his role in the project, in anyway, till the completion of the project, without the prior written permission of the LESSOR/CONFIRMING PARTY. In case of any violation of this, the lease shall be cancelled and entire money deposited shall be forfeited.
21. The LESSOR/CONFIRMING PARTY, in the larger public interest, may take back the possession of the allotted plot and the buildings, if any, on it, by making payment at the prevailing rates and the decision of the LESSOR/CONFIRMING PARTY in this regard, including the decision regarding the prevailing rates, shall be final and binding on the sub-lessee / transferees.
22. No wall will be constructed in between whole of the plot area of plot no. C-001, Sector 16B, Noida measuring 50,056.72 sq m, to avoid hindrances in movement of traffic/ vehicles.


L.P. SINGH
Assistant General Manager
NOIDA
For Boulevard Projects Private Limited
Authorised Signatory


For WISDOM COLONIZERS PVT. LTD.
Director/Authorised Signatory

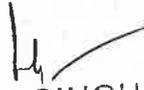






23. The Sub Lessee shall abide by all the regulations, bye-laws, directions and guidelines of the LESSOR/CONFIRMING PARTY framed/ issued under the brochure and U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.
24. The Sub Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by NOIDA.
25. In case of non-compliance of these terms and conditions, and any directions of the LESSOR/CONFIRMING PARTY, the LESSOR/CONFIRMING PARTY shall have the right to impose such penalty as it may consider just and/or expedient.
26. The terms and conditions of the original lease deed shall be binding on the Sub-Lessee.
27. This sub leased deed is exempted for payment of stamp duty vide Finance Department Notification No. M-599/X-501 dated March 25, 1942 issued by State Govt. in exercise of the powers conferred by clause(a) of section 9 of the Indian Stamp Act 1899 (II of 1899) as this deed is regarding transfer of property between the companies in which holding company M/s Boulevard Projects Private Limited is beneficial owner of 100% of the issued share capital of the transferee company M/s Wisdom Colonizers Private Limited.
28. प्राधिकरण द्वारा वाणिज्यिक भूखण्ड सं0 सी-001ए सेक्टर 16बी की भूमि पर परियोजना का नियोजन एवं क्रियान्वयन एकीकृत (Integrated) रूप में करने के लिए आबंटी संस्था द्वारा समस्त आबंटित भूमि पर (उप विभाजित भूखण्डों को भी एक साथ सम्मिलित करते हुए) एक साथ भूविन्यास मानचित्र प्राधिकरण से स्वीकृत कराना होगा। इस मानचित्र में भूमि के आबंटन की शर्तों के अनुसार विभिन्न क्रियाओं का नियोजन प्रस्तावित किया जायेगा।
29. प्राधिकरण द्वारा अनुमोदित भू-विन्यास मानचित्र के क्रम में ही आबंटी संस्था द्वारा योजना का क्रियान्वयन किया जायेगा। प्राधिकरण द्वारा भू-विन्यास मानचित्र स्वीकृत किये जाने तक आबंटी संस्था के सदस्य उप विभाजित भूखण्डों को किसी भी दशा में किसी अन्य को हस्तान्तरित नहीं करेंगे।

IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year first above mentioned in the presence of :


L.P. SINGH
Assistant General Manager For Boulevard Projects Private Limited
NOIDA


Authorized Signatory


For WISDOM COLONIZERS PVT. LTD.
Director/Authorized Signatory



WISDOM COLONIZERS PRIVATE LIMITED

CIN- U70102UP2015PTC073251

TECH BOULEVARD, CENTRAL BLOCK, PLOT NO-6, SECTOR-127, NOIDA-201301

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S WISDOM COLONIZERS PRIVATE LIMITED IN ITS MEETING HELD ON APRIL 27, 2017 AT TECH BOULEVARD, CENTRAL BLOCK, PLOT NO 6, SECTOR – 127, NOIDA

“RESOLVED THAT the consent of the Board be and is hereby accorded to Purchase sub divided Plot No Plot No. C-001/A2, Sector 16B, Noida, District Gautam Budh Nagar, UP, admeasuring 2,008 sq mtrs. from M/s Boulevard Projects Private Limited.

FURTHER RESOLVED THAT Mr. Vikas Anand S/o Mr. Deepak Anand, be and is hereby authorized to represent the Company before Noida Authority and all other Statutory / Govt. Authorities.

FURTHER RESOLVED THAT Mr. Vikas Anand S/o Mr. Deepak Anand, be and is hereby authorized to execute the Sub Lease Deed, take possession of the said plot of land and to comply with all the formalities for and incidental thereto.”

CERTIFIED TRUE COPY

For WISDOM COLONIZERS PRIVATE LIMITED

WISDOM COLONIZERS PVT. LTD.



Director/Authorised Signatory



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गणराज्य भारत
वित्त मंत्रालय
कमिश्नर, कम्पनी रजिस्ट्रार,
उत्तर प्रदेश,
37/37, वेस्टवुड बिल्डिंग, दिसा
कानपुर - 208001 (उ.प्र.)
ई-मेल/E-mail : roc.kanpur@mca.gov.in

GOVERNMENT OF INDIA
MINISTRY OF COMPANY AFFAIRS
OFFICE OF REGISTRAR OF COMPANIES,
UTTAR PRADESH
37/37, Westwood Building, The Mall
Kanpur - 208001 (U.P.)
फोन / Phone : 0512 - 2310443 / 2310443

No. ROC/Misc/Holding subsidiary/ 92

Dated 07/02/2017

M/s Wisdom Colonizers Private Limited,
Tech Boulevard, Central Block, Plot No. 6 Sector-127,
Noida-201301.

Sub: Confirmation Certificate regarding Holding and Subsidiary relationship between M/s Wisdom Colonizers Private Limited and M/s. Boulevard Projects Private Limited.

Sir,

With reference to your letter dated 23.02.2017 on the subject cited above, I am to state that M/s Boulevard Projects Private Limited having its Registered Office at C-23, Greater Kailash Enclave, Part-1, New Delhi-110048 is holding 10,000 Equity Shares of Rs.10/- each totaling Rs.1,00,000/- (including 01 equity share of Rs 10/- each held through its nominee Shri Ravi Bhargav) i.e. 100% shares in M/s Wisdom Colonizers Private Limited having its registered office at Tech Boulevard, Central Block, Plot No. 6 Sector-127, Noida-201301. The issued subscribed and paid up capital of M/s Wisdom Colonizers Private Limited is Rs. 1,00,000/- divided into 10,000 Equity Shares of Rs 10/- each and as such as on date M/s Wisdom Colonizers Private Limited is a wholly owned subsidiary of M/s Boulevard Projects Private Limited.

The above certified information is based on the records available in MCA Portal and the affidavit filed by Shri Vidur Bharadwaj, Director of M/s Boulevard Projects Private Limited and Shri Satish Kumar Tiwari, Director of M/s Wisdom Colonizers Private Limited and Certificate dated 23.02.2017 from M/s NDRL & Co., Chartered Accountants.

In terms of the Provisions of Section 399 of the Companies Act, 2013, the required information/documents can also be accessed from the Ministry's website www.mca.gov.in or certified copy of the said documents can also be obtained on payment of the prescribed fee. Also refer to the provisions of Section 2(87) of the Companies Act, 2013 in the matter.



Private Limited

.....p/2
For WISDOM COLONIZERS PVT. LTD.
Authorized Signatory V-anand
Director/Authorized Signatory



The above certified information is issued on the request of the company. In case, it is produced for the purpose of exemption from payment of revenue, the concerned department may take appropriate action on the merits of the case under the relevant laws, rules, regulations and due diligence without prejudice to the facts mentioned in it.



Yours faithfully,

(PUNEET KUMAR DUGGAL)
REGISTRAR OF COMPANIES,
UTTAR PRADESH,
KANPUR.

For Boulevard Projects Private Limited

Authorised Signatory



For WISDOM COLONY PVT. LTD.

Director/Authorised Signatory





BOULEVARD PROJECTS PRIVATE LIMITED

CIN-U70200DL2010PTC203764

C-23, GREATER KAILASH ENCLAVE, PART-I, NEW DELHI-110048 ☎011-41630515

EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 26TH DAY OF APRIL, 2017 AT TECH BOULEVARD, CENTRAL BLOCK, PLOT NO. 6, SECTOR-127, NOIDA-201301

“**RESOLVED THAT** the consent of the Board of Directors of the Company be and is hereby accorded to develop and market the Project at Plot No. C-001/A, Sector 16B, Noida, District Gautam Budh Nagar, UP admeasuring 40,056.72 Sq. Mtrs. in two parts and for this purpose to sub – divide the Plot and to sub lease the same in the name of M/s Wise Zone Builders Private Limited and Wisdom Colonizers Private Limited for an area admeasuring 3,352 Sq. mtrs and 2,008 Sq. mtrs., respectively.

RESOLVED FURTHER THAT the Company is hereby authorized to apply to Noida Authority for the permission to sub – divide the said plot and transfer an area admeasuring 3,352 Sq. Mtrs. of the said plot in favour of M/s Wise Zone Builders Private Limited and an area admeasuring 2,008 Sq. Mtrs. of the said plot in favour of M/s Wisdom Colonizers Private Limited and to execute Sub Lease Deed in favour of M/s Wise Zone Builders Private Limited and Wisdom Colonizers Private Limited and to obtain such approvals as may be required in this regard.

RESOLVED FURTHER THAT Mr. Hardeep Singh Dadwal S/o Mr. Kuldip Singh, Authorised Signatories of the Company be and is hereby athesized to represent the Company with the Noida Authority and all ~~other~~ Statutory / Govt. Authorities, to sign and execute the Sub Lease Deed and to do all such ~~acts deeds~~ and things on behalf of the Company as may be required or considered necessary or incidental thereto.”

For Boulevard Projects Pvt Ltd

For Boulevard Projects Pvt.Ltd.

Director

Director



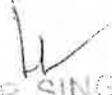
ROYAL CANADIAN MOUNTED POLICE LIMITED

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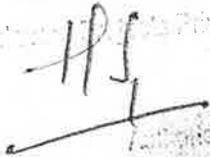
For Royce's Project
For Royce's Project



For and on behalf of Lessor/confirming party


L.P. SINGH
Assistant General Manager
NOIDA

For and on behalf of Lessee
For [Company Name] Private Limited


Director/Authorised Signatory

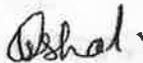
For WISDOM COLONIZERS PVT. LTD.
For and on behalf of Sub-Lessee

Director/Authorised Signatory

Witness 1.

Signature: 
Name: Dharamender Kumar
S/o. Sh. Karan Singh Verma
Address: 42 A, Madanpur Khadar
Chaitik Mohalla, Swaita Vikas
New Delhi - 110076

Witness 2

Signature: 
Name: USHAL ANAND
S/o. MOHAN SAHAY
Address: Di.Vine Meadows
H-204, Sec-108, Noida



आज दिनांक 29/04/2017 को
बही सं 1 जिल्द सं 5785
पृष्ठ सं 311 से 362 पर क्रमांक 1811
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



के० के० यादव

उप-निबंधक तृतीय

नौएडा

29/4/2017

