

2-23387/2010



उत्तर प्रदेश UTTAR PRADESH Learn - Dead

AK 583930

Stamp: Cash Certificate in favour of *M/S S. J. P. INFRACON LTD.*
 In Pursuance of the order of the Collector
 No. *1000* Dated *11/11/19* Passed under
 section 10-A of the Stamp Act, it is certified that
 an amount of Rs. *127064900/-* or Rs. *twelve crore Seventy lac Smty four*
 (In words Rs. *Twelve crore and nine hundred only.*)
 has been Paid in Cash as stamp Duty on
 this instrument in the State of *U.P.*
 Treasury/Sub-Treasury of *Kaide*
 by Challen No. *120636* dt *12.11.19*
 a Copy of which is attached

Date 15/11/10

Soumitra
R. 11/10
Sudh Nagar

प्रत्यक्ष बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

For S.J.P. Infracon Limited

 Auth. Signatory

LEASE DEED

This Lease Deed made on 15th day of NOVEMBER, 2010 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 SJP INFRACON LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at 111, Shri Jamuna Dham, Goverdhan Road, Mathura-281004 (U.P.) through its GM (Admin) Mr. D.K. Mahle S/o Late Shri Sukhbir Singh Mahle R/o R-5/107, Raj Nagar, Ghaziabad-201001 duly authorized by the Board of Directors vide Resolution dated 30.10.2010 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its representatives, administrators and permitted assigns of the Other Part.)

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

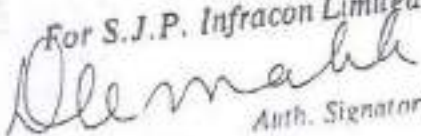
AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats and/or Plots according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the CONSORTIUM CONSISTING OF -

- M/s SJP Real Estate Limited - Lead Member
- M/s SJP Global - Relevant Member
- M/s SJP Real Estate Developers Ltd. - Relevant Member
- M/s SJP Residency Consortium Ltd. - Relevant Member
- M/s SJP India Associates - Relevant Member
- M/s Raj Rin Constructions - Relevant Member
- M/s Beriwal Construction Co. - Relevant Member

the plot NO. GH-05, Sector-16B, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No. PROP/BRS-04/2010/1674 DATED 23.7.2010 and Allotment Letter No. PROP/BRS-03/2010/15 DATED 30.08.2010 and for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme. AND WHEREAS the Lessor approved the name and status of **M/s SJP INFRACON LIMITED** on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, to develop and market the project on


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ग्रेटर नोएडा प्राधिकरण
LESSOR

For S.J.P. Infracon Limited

Auth. Signatory
LESSEE

2,541,297,369.00

पाठ्य विनोद

[90 वर्ष]

10,000.00

30

10,050.00

2,500

पनिफल

कालियन

असल बाधक किराया

थॉमस रजिस्ट्री

नक्षत्रं च पति शुक्ल

योग

STATE DEPT

पत्रिका संख्या : १०७३

428 11/11/2011

स्वाभाविक स्थिति में सुदूर गोपनीय

अथर्ववेदः

ने यह सेवापत्र इस कार्यालय दिनांक 18/11/2010 समय 1:59PM

— *Journal of the American Medical Association*

(राजबहादुर सिंह)

उपनिबन्धक, सदर

गौतमबुद्धनगर

18/11/2010

निष्पादन लागत वाद मुक्त व समझने बजत व धातु धनगति क धनगतिनुसार उक्त

महदा-आली

श्री/श्रीमती संजीव कुमार शर्मा

प्राचार्य श्री गणेशजी विठ्ठलदास सन्तोष कुमार

(प्रविष्टि)

पुत्र/पत्नी श्री

पेशा नीकरी

पट्टा गृहीता

श्री/श्रीमती मै० एस जे/जी इन्फ्राकॉन लि०द्वारा डी०के०

महली

पुत्र/पत्नी श्री स्व० सुखवीर सिंह महल

पेशा व्यापार

निवासी १११ श्री जमुना धाम गोवर्धन रोड

मथुरा-281004

demarcated plot No.GH-05, Sector 16B, GREATER NOIDA measuring 198100.00 sq. mtrs. (Actual Area as per lease plan is 198135.62 sq.m.).

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

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/s SJP Real Estate Limited	70%	Lead Member
2	M/s SJP Global Limited	5%	Relevant Member
3	M/s SJP Real Estate Developers Limited	5%	Relevant Member
4	M/s SJP Residency Consortium Limited	5%	Relevant Member
5	M/s SJP India Associates	5%	Relevant Member
6	M/s Raj Rin Constructions	5%	Relevant Member
7	Beriwal Construction Company	5%	Relevant Member

And it has been represented to the Lessor that the Special Purpose Company members have agreed amongst themselves that M/s SJP Real Estate Limited having its registered office at 111, Sai Jamuna Dham, Goverdhan Road, Mathura (U.P.) shall remain always be the Lead Member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. That total premium of 198135.62 square metre is Rs. 228,94,57,090.00 (Rs. Two Hundred Twenty Eight Crore Ninety Four Lac Fifty Seven Thousand Ninety only) out of which approx. Rs. 22,93,16,140.00 (Rupees Twenty Two Crore Ninety Three Lac Sixteen Thousand One Hundred Forty only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance approx. 90% premium i.e. R s. 2 060 140 950.00 (Rupees Two

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LESSOR

For S.J.P. Infracon Limited
LESSEE

Hundred Six Crore One Lac Forty Thousand Nine Hundred Fifty only) of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

Head	Due date	Premium	Interest	Total	balance premium
		Balance premium			
Instalment No.1	28.02.2011	0.00	123608457.00	123608457.00	2060140950.00
Instalment No.2	30.08.2011	0.00	123608457.00	123608457.00	2060140950.00
Instalment No.3	28.02.2012	0.00	123608457.00	123608457.00	2060140950.00
Instalment No.4	30.08.2012	0.00	123608457.00	123608457.00	2060140950.00
Instalment No.5	28.02.2013	128758809.00	123608457.00	252367266.00	1931382141.00
Instalment No.6	30.08.2013	128758809.00	115882928.00	244641737.00	1802623332.00
Instalment No.7	28.02.2014	128758809.00	108157400.00	236916209.00	1673864523.00
Instalment No.8	30.08.2014	128758809.00	100431871.00	229190680.00	1545105714.00
Instalment No.9	28.02.2015	128758809.00	92706343.00	221485152.00	1416346905.00
Instalment No.10	30.08.2015	128758809.00	84980814.00	213739623.00	1287588096.00
Instalment No.11	28.02.2016	128758809.00	77255286.00	206014095.00	1158829287.00
Instalment No.12	30.08.2016	128758809.00	69529757.00	198288566.00	1030070478.00
Instalment No.13	28.02.2017	128758809.00	61804229.00	190583038.00	901311669.00
Instalment No.14	30.08.2017	128758809.00	54078700.00	182837509.00	772552860.00
Instalment No.15	28.02.2018	128758809.00	46353172.00	175111981.00	643794051.00
Instalment No.16	30.08.2018	128758809.00	38627643.00	167386452.00	515035242.00
Instalment No.17	28.02.2019	128758809.00	30902115.00	159660924.00	386276433.00
Instalment No.18	30.08.2019	128758809.00	23176586.00	151935395.00	257517824.00
Instalment No.19	28.02.2020	128758809.00	15451057.00	144209856.00	128758815.00
Instalment No.20	30.08.2020	128758809.00	7725529.00	136484344.00	0.00

In case of default in depositing the instalments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

All payment should be made through a demand draft/pay order drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/GREATER NOIDA. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order. Premium referred to in this document means total amount payable to the Lessor for the allotted plot.

All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee should ensure remittance on the previous working day.

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LESSOR

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For Sd. P. Infracon Limited
Auth. Signatory

LESSEE

The payment made by the Lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.

The amount deposited by the Lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the Lessee contrary to this will be entertained.

A. EXTENSION OF TIME

1. In exceptional circumstances, the time of deposit for the payment of balance due amount may be extended by the Chief Executive Officer of the Lessor.
2. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
3. Extension of time, in any case, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that plot of land numbered as Group Housing Plot No. GH-05, Sector-16B, in the **GREATER NOIDA**, Distt. Gautam Budh Nagar (U.P.) contained by measurement 198135.62 Sq. mtrs. be the same a little more or less and bounded:

On the North by	:	As per Lease Plan attached
On the South by	:	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 marked.

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 15TH day of November 2010 except and always reserving to the Lessor.

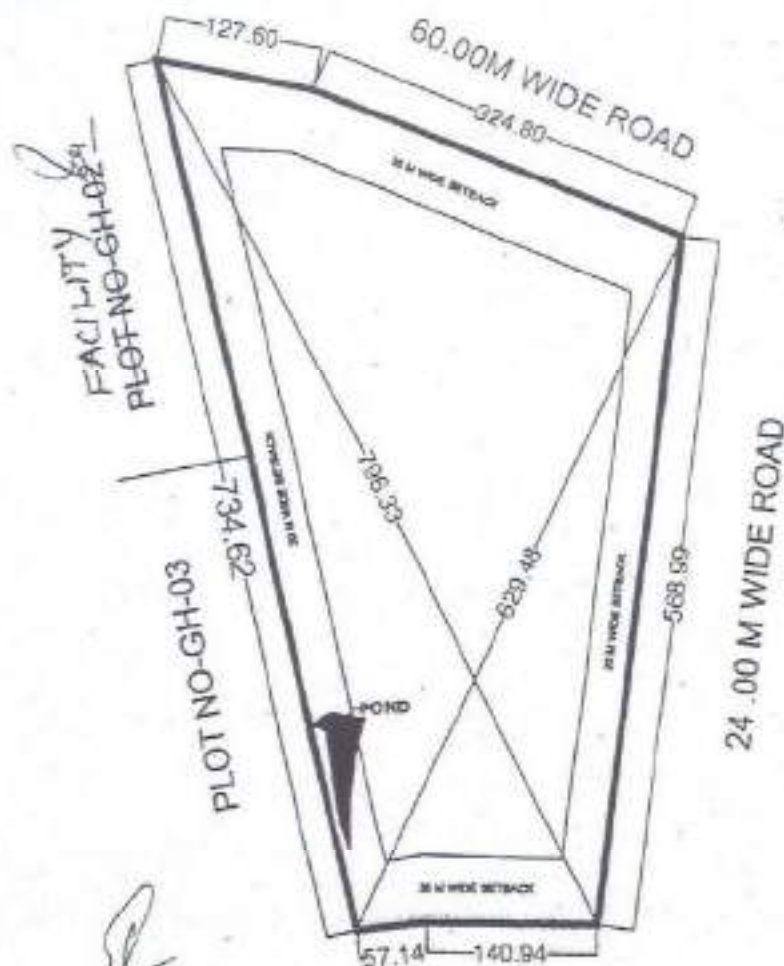
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ग्रेंटर नोएडा प्राधिकरण

LESSOR

For S.J.P. Infracon Limited
Ull Mahla
Auth. Signator

LESSEE

REVISÉD LEASE PLAN



प्रबन्धक बिल्डर्स
ग्रेटर नौएगा प्राधिकरण

24.0 M WIDE ROAD

For S.J.P. Infracon Limited
[Signature]
 Auth. Signature

TOTAL AREA=200035.62 SQM.
AREA UNDER POND=1900.00 SQM.
NET AREA FOR POSSESSION=198135.62 SQM.

GN-

SIGN—



POSSESSION TAKEN OVER

POSSESSION HANDED OVER

LEASE PLAN FOR
PLOT NO-GH-05
OF SECTOR-16B
GREATER NOIDA

PROJ. DEPTT.

ASST. MANAGER

MANAGER

SR. MANAGER

LAND DEPTT.

FKHPAL

N. TEHSILDAR

TEHSILDAR

LAW DEPTT.

A.L.O.

MANAGER

PLNG. DEPTT:

SR. DRAFTSMAN

SR. EXECUTIVE



GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

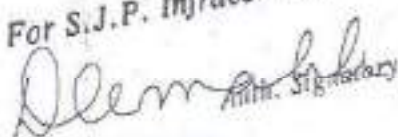
- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

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

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
 - (i) Lessee has paid Rs. 22894571.00 as annual lease rent being 1% of the plot premium for the first 10 years of lease period.
 - (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
 - (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
 - (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
 - (v) The Lessee has to pay lease rent equivalent to 11 years @1% of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But


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 LESSOR

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For S.J.P. Infracon Limited

 LESSEE

in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/ sub Lessee to pay proportional charges for the allotted areas.

- c) The Lessee shall use the allotted plot for construction of Group Housing/flats/plots. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.

i) Such allottee/sub Lessee should be citizen of India and competent to contract.

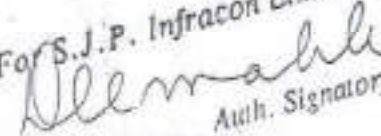
ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.

iii) Normally, the permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub- lease deed which shall be executed in a form and format as prescribed by the Lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phasewise on payment of full premium (with interest upto the date of deposit) of the plot of that phase.
- b) Every sale done by the Lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Lessee has obtained building occupancy certificate from Planning Department, Greater Noida.


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ग्रेंड नोडा प्राइवेट लि.
LESSOR

For S.J.P. Infracon Limited

Auth. Signatory
LESSEE

- d) The Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate
- e) The Lessee shall have to execute sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.
- f) The Sub-Lessee undertakes to put to use the premises for the residential use only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between Lessor, Lessee and proposed transferee (sub-Lessee). The Lessee/ sub Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as sub Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/ Government of U.P.
- The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-Lessee shall be allowed without any transfer charges but sub lease deed will be executed between the Lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.
- i) Every tranfer done by the Lessee shall have to be registered before the physical possession of the flat/plot is handed over.
- j) Except otherwise without obtaining the completion certificate, the Lessee shall have option upto 31.03.2011, or as decided by the Lessor, to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

NORMS OF DEVELOPMENT

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

Maximum permissible Ground Coverage	35 %
Maximum permissible FAR	2.75
Set backs	As per Building Bye-laws

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LESSOR

For S.J.P. Infracon Limited
LESSEE

Maximum Height

No Limit

CONSTRUCTION

1. The Lessee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The Lessee shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the LESSOR in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of lease deed.

In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the LESSOR within the period of 5 years from the date of execution of lease deed.

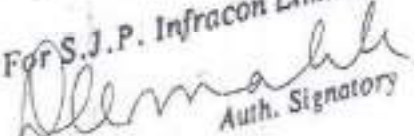
2. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
3. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:

- For first year the penalty shall be 4% of the total premium.
- For second year the penalty shall be 6% of the total premium.
- For third year the penalty shall be 8% of the total premium.

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

4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
5. There shall be total liberty at the part of allottee /Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development. The F.A.R. earmarked for commercial/institutional use would be admissible but the allottee /Lessee may utilize the same for residential use as per their convenience.


प्रधान मंत्री
ग्रेटर नोएडा प्राधिकरण
LESSOR

For S.J.P. Infracon Limited

Auth. Signatory
LESSEE

6. The allottee / Lessee may implement the project in maximum five phases and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly enabling them to do phase-wise marketing.

MORTGAGE

The Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by allottee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the LESSOR, developer and the financial Institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

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

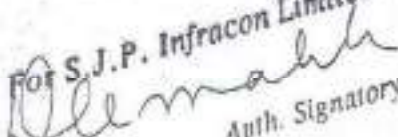
The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

TRANSFER OF PLOT

1. Without obtaining the completion certificate the Lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties upto 30.09.2010, or as decided by the Lessor, with the prior approval of LESSOR on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub-divided plots should not be less than 20,000 sq.mtrs. However, individual flat/plot will be transferable with prior approval of the LESSOR as per the following conditions :-

- (i) The dues of LESSOR towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed, before executing of sub-lease deed of the flat.


प्रबन्धक बिल्डर्स
सेक्टर नौएडा प्राधिकरण
LESSOR

For S.J.P. Infracon Limited

Auth. Signatory
LESSEE

OVERRIDING POWER OVER DORMANT PROPERTIES

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

MAINTENANCE

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. That the Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
 - a. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
 - b. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
3. That the Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor framed/issued under section 8, 9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of Lessor, the Lessor shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
5. The Lessee/sub Lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer of the Lessor will have power to get the maintenance done through the Lessor and recover the amount so spent from the Lessee/sub-Lessee. The Lessee/sub Lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of UP flat ownership act 1975 shall be applicable on the Lessee/sub Lessee. No objection on the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, of the Lessor in this regard shall be final.

CANCELLATION OF LEASE DEED

प्रबन्धक विल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

11

For S.J.P. Infracon Limited
Almahl
LESSEE Auth. Signatory

In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of lease in the case of:-

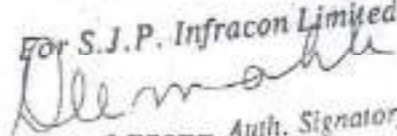
1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by Lessor or by any other statutory body.
3. Default on the part of the Lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in sub clause 1 above, then the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District .


प्रबन्धक विल्डर्स
प्लॉटर नोएडा प्राधिकरण
LESSOR

12

For S.J.P. Infracon Limited

LESSEE Auth. Signatory

- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
- (iv) The sub-Lessee undertakes to put to use the premises for the residential use only.
- (v) The Lessee has obtained building occupancy certificate from Building Cell/Planning Department, GREATER NOIDA.
- (vi) First sale/transfer of a flat/plot to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the LESSOR in writing.
- (vii) No transfer charges will be payable in case of first sale, including the built-up premises on the sub-divided plot(s) as described above. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the LESSOR.
- (viii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee shall not use flat for any purpose other than for residential purpose.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Lessor (Authority).

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying to the Lessor such amounts as may be fixed in that behalf.

LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Lessor empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

10

S. J. P. Infracon Limited
Auth. Signatory

LESSEE

- Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/or regulations made or directions issued, under this act.
 7. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
 8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time by Lessor or any other authority duly empowered by them to levy the tax/charges.
 9. Dwelling units flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/Lessee/sub-Lessee will not be paid any compensation thereof.
 10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
 11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
 12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
 13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
 14. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest.
 15. All terms and conditions of brochure and its corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

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

In presence of:

Witnesses:

1. Pravin Kumar Sh. S/o Sh. P.N. Sh.
A-2432, 3rd Floor (1), Green
Field Colony, Faridkot.

2. SATENDRA GOSWAMI S/o Sh. N.P. Gae.
P-219, H.S.C. Duplex, 2nd-12
PEARTAR VILLAGE GUANZIBAG (U.P.)

प्रमत्तक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण
LESSOR

for and on behalf of LESSOR

For S.J.P. Infracon Limited
For and on behalf of the LESSEE
Auth. Signatory

For S.J.P. Infracon Limited
LESSEE

आज्ञा दिनांक 16/11/2010 का

वही सं 1 जिल्द सं 7558

पृष्ठ सं 77 से 110 पर क्रमांक 23383

रजिस्ट्रीकृत किया गया।

Sch
(राजबहादुर सिंह)

उपनिबन्धक, सदर

गौतमबुद्धनगर

16/11/2010





आज दिनांक 08/02/2013 को

वही सं 1 जिल्द सं 12529

पृष्ठ सं 263 से 270 पर क्रमांक 2841

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर

गौतमबुद्धनगर

8/2/2013



उत्तर प्रदेश UTTAR PRADESH

BL 168615

CORRECTION DEED

This supplementary/correction deed made on the 7th Day of February, 2013 between Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 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 and assigns) of the One Part and M/s. SJP INFRACON LIMITED having its registered office 111 Shri Jamuna Dham, Goverdhan Road, Mathura-281004, U.P. through its GM (Admn) Mr. D.K. Mahle S/o. Late Shri Sukhbir Mahle R/o. R-5/107, Raj Nagar, Ghaziabad-201001 duly authorised by Board of Resolution dated 30.10.2010 (hereinafter called the 'Lessee' which expression shall unless the context does not so admit, include its executors, successors

LESSOR

Manager (Builders)

Greater Noida Industrial Development Authority

SJP LTD

LESSEE

Signature

13
22/09/13
धन रा. स्टाम्प उद्घाटन की तिथि

स्टाम्प कलर करने का प्रयोजन

स्टाम्प कैंटा का नाम व पूरा पता

स्टाम्प की धन राशि

मनोज कुमार खन्ना स्टाम्प डिपेंडेंसी

ला 0 नं 0 ला 0 अविधि 01-00-00

उपनिबन्धक कार्यालय गौतम बुद्ध नगर

तिथि

100.00

50

150.00

2.50

कौम गजिद्री

नकल व छवि जुक्त

घोष

अवधि लगा

मै० एसजेपी इन्फोकॉम लि० द्वारा डी०के० महले

पुत्र श्री स्व० श्री सुखवीर महले

व्यापार व्यापार

निवासी आर-5/107 राज नगर गाजियाबाद-201001

अवधि आर-5/107 राज नगर गाजियाबाद-201001

ने यह लेखपत्र इस कार्यालय में दिनांक 8/2/2013 समय 3:09PM

यदि निबन्धन हेतु पेश किया।

निष्पादन लेखपत्र बाद सुनने व समझने मजबूत

प्रथम पक्ष

श्री संजीव कुमार शर्मा

प्रतिनिधि प्र० नो० ओ० लि० प्र० द्वारा दिवेक गोयल

प्र० नो०

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी

ने निष्पादन स्वीकार किया।

निबन्धक कार्यालय श्री अरुण कुमार श्रीवास्तव (एडवोकेट)

पेशा

निवासी ग्रेटर नोएडा गौतमबुद्धनगर

पुत्र श्री पवन कुमार (एडवोकेट)

पुत्र श्री

पेशा

निवासी ग्रेटर नोएडा गौतमबुद्धनगर

ने की

यदि निबन्धन बाद माँझों के विज्ञान अगुदे नियमानुसार लिखे गये हैं।

द्वितीय पक्ष

मै० एसजेपी इन्फोकॉम लि० द्वारा डी०के० महले

पुत्र श्री स्व० श्री सुखवीर महले

पेशा व्यापार

निवासी आर-5/107 राज नगर गाजियाबाद-201001



रजिस्ट्रार अधिकारी के हस्ताक्षर

उपनिबन्धक सदर
गौतमबुद्धनगर

in office, administrators, representatives and permitted assigns) of the Other Part.

Through this supplementary/correction deed owing to the quashing of acquisition of land of by Supreme Court order dated 12.05.2011 the parties hereto agree to modify the original lease deed dated 15.11.2010 registered on Bahi No.1 Jild No. 7558 Page No.77 to 110 on Sl.No. 23383 on 16.11.2010 between the same parties in which Lease Deed of Builders Residential/Group Housing Plot No. GH-05, Sector- 16B, Greater Noida area measuring 198135.62 sq.m. was executed and registered with Sub Registrar, Gautam Budh Nagar, Greater Noida.

Builder (Builder)
Greater Noida Indl. Dev. Authority
LESSOR

Prd SJP Infracon Ltd
Auth Signator
LESSEE

प्रथम पक्ष

Registration No.: 2841

Year: 2013

Book No.: 1

0101 संजीव कुमार शर्मा प्रतिनिधि वेब-नीट-ओपिओप्राओ द्वारा खिंचे गए

वेब-नीट-ओपिओप्राओ गौतम बुद्ध नगर

नीकरी



The Remaining total area of the plot is 126302 Sq. mtr. (leased Area 198135.62 Sqm. less area 71833.62 Sqm. Balance Clear Area 126302 Sqm.).

Except as hereinafter varied/modified the original lease deed dated 15.11.2010 which was duly registered in the office of Sub-Registrar Gautam Budh Nagar registered on 16.11.2010 Bahi No.1, Jild No. 7558 Page No.77 to 110 on Sl.No.23383 shall continue to have full force and effect. Plot number, location and boundaries are same. Consequently credibility of stamp duty is remains unaffected.

Manager (Builders)
LESSOR
Greater Noida Ind. Dev. Authority

For SJP Infracon Ltd

LESSEE
Admin. Signator

द्वितीय पक्ष

Registration No. : 2841

Year : 2013

Book No. : 1

0201 श्री एसजेपी इन्फ्राकॉन लि० द्वारा सी०के० महले
रख० श्री सुखवीर महले
अन-5/107 राज नगर गाजिबाबाद-201001
व्यापार



In witness whereof, the parties hereto have signed this supplementary/ correction deed on the day year first mentioned above.

Witnesses

1.

ARUN K

SUB REG
OFFICE

NAGAR (17)
4473, 6010383723

2.

PAWAN KUMAR
(ADVOCATE)

SUB REGIST
GREATER NI
DISTT. G. E.
MOB 93131

LESSOR
Greater Noida Ind. Dev. Authority

For SJP Infracon Ltd.
LESSEE

Manager (Builder)
Greater Noida Ind. Dev. Authority
LESSOR

For SJP Infracon Ltd.
LESSEE

23/69

IV 183/15



DECLARATION DEED

THIS Declaration Deed is made on the 24th day of June, 2015 between Greater Noida Industrial Development Authority a body corporate constituted under section 3 read with section 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. SJP Infracon Limited having its registered office at 111, Shri Jamuna Dham, Goverdhan Road, Mathura-281004, U.P. through its VP HR & Admin Mr. D.K. Mahle S/o. Late Shri Sukhbir Singh Mahle, R/o. R-5/107, Raj Nagar, Ghaziabad-201001 duly authorized by Board of Resolution dated 30-10-2010 hereinafter called the 'Lessee' which expression shall unless the context does not so admit its executors, of the other part.

[Signature]
Manager (Builders)
Greater Noida Indl. Dev. Authority

FOR SJP INFRACON LTD.
[Signature]

SJP Infracon Limited
A- 133, Sector-63,
Noida - 201301 (U.P.)

154
09-11-2015
आपका विषय की तिथि
आपका पत्र पढ़ने का आभार
आपका पत्र का पत्र में मुझे
आपकी प्रतिक्रिया
आपका पत्र पढ़ने का आभार
आपका पत्र पढ़ने का आभार
आपका पत्र पढ़ने का आभार
आपका पत्र पढ़ने का आभार



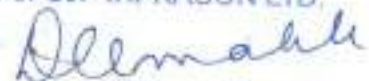
(2)

A Lease Deed of Group Housing Plot No. GH-5, Sector-16B, Greater Noida area 198135.62 Sq. mtr was registered on dated 16-11-2010 vide Book No.-1, Volume-7558, Page No. 77 to 110, document No.23383 in the Office of Sub-Registrar, Gautambudh Nagar.

Due to quashing of acquisition of land by Supreme Court by order dated 12-05-2011 and Sub-Division of plot the parties are agree to declaring that the remaining total area of plot is 88074.90 Sq.mtr. Annexure-A.


Manager (Builders)
Greater Noida Indl. Dev. Authority

For SJP INFRACON LTD.


Authorized Signatory

विक्रय अनुबंध पिलेख

100.00 20 120.00 1,000

फॉर्म रजिस्ट्री नकल व पति नकल धन प्रत्यक्ष मापन

पंक्तिगत
श्री
पुत्र श्री
आपराध नौकरी

राजीव कुमार शर्मा प्रतिनिधि ००नौ०ओ०वि०प्र०द्वारा स्नेहलता (प्र०मिन्टर)

निवासी स्थान रोड नौएछा

अधिकांश पता

ने यह लेखक ०० कार्यलय में

यदि निष्पक्ष रूप से किया।

दिनांक 24/6/2015 समय 4:59PM

रजिस्ट्रार अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

24/6/2015

निष्पक्षता से लेखक का यह कार्य व समझने का प्रमाण

प्रमाण पत्र

श्री राजीव कुमार शर्मा

प्रतिनिधि ००नौ०ओ०वि०प्र०द्वारा स्नेहलता

(प्र०मिन्टर)

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी

द्वितीय का

श्री एस जे पी इन्फ्राकोन लि० द्वारा ००के०महले

पुत्र श्री स्व० सुखवीर सिंह महले

पेशा

निवासी अरु-०० 107 राजनगर गाजियाबाद-201001

ने निष्पक्षता से किया।

निम्नलिखित श्री दिलीप कुमार

पुत्र श्री सारके प्रसाद

पता

निवासी सी-471 सीटा रोड नौएछा

व श्री आकाश

पुत्र श्री अब्दुल रसीद

पता

निवासी जे-268 सीटा-2 रोड नौएछा

ने श्री।

प्रमाण पत्र माफियों के निम्न अंगूठे निम्नानुसार किया गया है।



रजिस्ट्रार अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

(3)

Except as herein after rectified/modified the original lease deed No. 23383 dated 16.11.2010 shall continue to have full force and effect.

Plot No. & location are same.

Consequently chargeability of Stamp Duty is remains unaffected.


Manager (Builders)
Greater Noida Indl. Dev. Authority

For SJP INFRACON LTD.

Authorized Signatory

प्रथम पक्ष

Registration No. 185

Year : 2,015

Book No. : 4

0101 संजीव कुमार शर्मा प्रतिनिधि वे0नी0ओ0वि0वा0द्वारा स्नेहलता

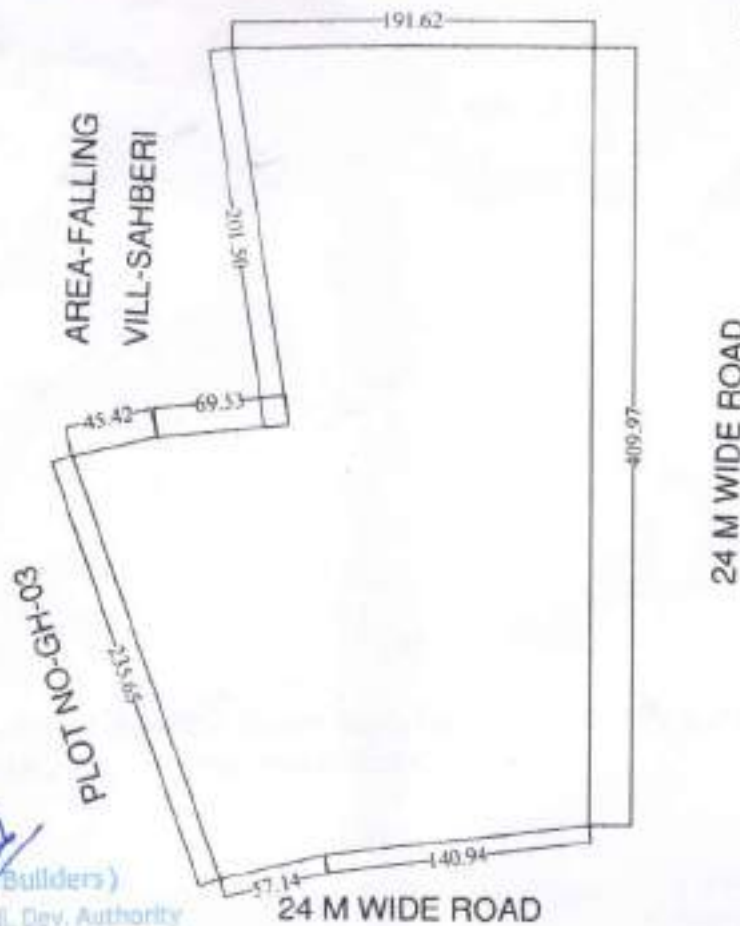
प्रेम, नीपला

नीकरी



PLOT NO-GH-05A

Revised Lease plan



Manager (Builders)
Greater Noida Indl. Dev. Authority

AREA-88074.90 SQM

For SJR INFRACON LTD.

[Signature]
Authorized Signatory



SIGN -

SIGN -

POSSESSION TAKEN OVER

POSSESSION HANDED OVER

LEASE PLAN FOR
PLOT NO.GH-05
SECTOR-16B
GREATER NOIDA

PROJ. DEPTT.

[Signature]
4-6-15
ASST. MANAGER

[Signature]
4/6/15
MANAGER

[Signature]
4/6/15
SR. MANAGER

LAND DEPTT.

[Signature]
LEKHPAL

[Signature]
N. TEHSILDAR

[Signature]
TEHSILDAR

LAW DEPTT.

A.L.O.

[Signature]
MANAGER

PLNG. DEPTT.

[Signature]
ASST. AR

[Signature]
SR. MGR/MGR





(4)

In Witness whereof the parties hereof have signed this Declaration Deed
on the day, year first mentioned above.

Witness

- 1- Dilip
Dilip S. Tinku Prasad
G-471-Beta-1 Greater Noida
- 2- Akash
Akash S. A. Patel Prasad
J-266-Beta-2 Greater Noida

[Signature]
Manager (Soliders)
Greater Noida Indl. Dev. Authority
Lessor

For SJP INFRACON LTD.
[Signature]
Lessee
Authorised Signatory

द्वितीय पक्ष

Registration No. : 183

Year : 2015

Book No. : 4

0201 नै0 एस जे पी इन्फार्मेशन लि0 द्वारा श्री0/कै0 महले
स्व0 मुखवीर सिंह महले
डार-5/107 राजनगर गाँवियाबाद-201001



आज दिनांक 24/06/2015 को

पृष्ठ सं 4 जिल्द सं 362

पृष्ठ सं 199 से 208 पर क्रमांक 183

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर
गीतमबुद्धनगर
24/6/2015