

1345



SUB LEASE DEED

This sub lease deed made on the 15th day of February, 2012 [Two thousand and twelve].

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 which expression shall unless the context does not so admit, include its successors, assigns of the one part

AND

M/s Hacienda Projects Pvt Ltd, a special Purpose Company, **M/s PEBBLES INFOSOFTECH PVT LTD**, **M/s HORIZON CREST INDIA REAL ESTATE & M/s TWILZON LIMITED** within the meaning of Companies Act 1956, having its registered office at C-25, Greater Kailash enclave Part 1, New Delhi 110048 through its authorized signatory **Sh. Dinesh Kumar Pahwa S/o Sh. Hansraj Pahwa, R/o 104, Thapar Nagar, Meerut City, Uttar Pradesh**, duly authorized by the Board of directors vide Resolution dated 01.11.2011 hereinafter called the Lessee (which expression shall unless the context does not so admit, include its successors, representative, administrators and permitted assigns) of the second part.

For Hacienda Projects Private Limited

For Pebbles Infosoftech Pvt. Ltd.



Authorized Signatory

Authorized Signatory



For Prateek Infra Projects India Pvt. Ltd.

Authorized Signatory

AND

M/s Three C Realtors Pvt Ltd, (100% owned subsidiary company of M/s Hacienda Projects P 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 Sh. Vikas Anand S/o Sh. Deepak Anand R/o 113, Sector 49, Faridabad, duly authorized by the Board of Directors vide resolution dated 01.11.2011 hereinafter called the Sub- Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the Third Part.

Whereas by a lease execution on the 31-03-2010 and registered in the office of the sub registrar Noida (hereinafter called as the "Lease") between the New Okhla Industrial Development Authority, a body corporate constituted under section 3 of the UP Industrial development Act 1976 (UP Act No 6 of 1976) (hereinafter called the Lessor / party of the first part) and the Lessee / hereinafter called the party of the second part. The Lessor had demised on leasehold basis Group Housing Plot bearing No. GH- 01/A, Sector 107, Noida, UP admeasuring 1,27,941.95 sq mtrs and more fully detailed and described in the schedule hereunto for 90 years commencing from 31-3-2010. The land has been demised for the purposes of constructing residential units for the registrants of the Lessee on the terms and conditions, as specified in the said subsequent terms and conditions. Lease deed was registered with the Sub Registrar, vide Book No 1, Volume No 1755, Page No 163 to 524 documents No 1336 dated 01-04-2010

And whereas the Lessor approved the sub division of Group Housing Plot No GH-01/A, Sector 107 (admeasuring to 127941.95 sq mtrs) as GH-01/A (Alpha), sector 107 in the name and status of M/s Baseline Infradevelopers P Ltd (100% owned subsidiary of M/s Hacienda projects P Ltd) (admeasuring to 60,000.00 sq mtrs) and GROUP HOUSING PLOT NO GH-01/A (BETA) sector 107 (admeasuring to 67941.95 sq mtrs) in the name and status of M/s Hacienda Projects P Ltd on the request of LESSEE (as mentioned above) in accordance with the Order No Noida/Audyogik/2009/2317 dated 15-06-2010 issued consequent to the decision of the Authority taken in its 161st Board meeting held on 28th May 2009 and decision taken in its 152nd Board Meeting held on 24.07.2008 vide item no. Anuparak Item no. 01, on the terms and conditions of the brochure of the scheme to develop and market the project on demarcated plot No GH-01/A (Alpha) Sector 107, Noida admeasuring 60,000.00 sq mtrs vide letter No. Noida/GHP/GH-2010(I)/2011/1698 dated 3rd January 2011.

And whereas in compliance to the letter no Noida/GHP/GH-2010(I)/2011/1698 dated 3rd January 2011 the Lessee executed sub lease in respect of sub divided plot no. GH-01/A (Alfa) Sector-107, Noida, Area admeasuring 60,000 sq. mtrs. favour of M/s Baseline Infradevelopers P Ltd on 13th January 2011 and registered the same with the Sub

For Hacienda Projects Private Limited



[Signature]
Authorized Signatory

For Three C Realtors Pvt. Ltd.



[Signature]
Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.

[Signature]
Authorized Signatory

Registrar, Noida vide Book No 1, Volume No 2113, Page No 67 to 108 documents No 186 registered on 13/01/2011.

And whereas in compliance to the letter no Noida/GHP/GH-2010(I)/2011/1696 dated 3rd January 2011 the Lessee also executed correction deed in respect of plot No. GH-01/A (Beta) Sector-107, Noida for reduction of area from 127941.95 sq. mtrs to 67941.95 sq. mtrs. the reduced area on 13th January 2011 and the same was also registered with the Sub Registrar, Noida vide Book No 1, Volume No 2113, Page No 109 to 122 documents No 187 registered on 13/01/2011.

And further whereas on the request of the Lessee the Lessor has approved the sub division of Group Housing Plot No GH-01/A (Beta), Sector 107 (admeasuring 67941.95 sq mtrs) as GH-01/A (Beta - 2), sector 107 in the name and status of M/s Three C Realtors Pvt Ltd (100% owned subsidiary of M/s Hacienda projects P Ltd) (admeasuring 27.941.95 sq mtrs) and GROUP HOUSING PLOT NO GH-01/A (BETA-1) sector 107 (admeasuring to 40000.00 sq mtrs) in the name and status of M/s Hacienda Projects P Ltd (as mentioned above) as per the terms & conditions mentioned in the letter No. Noida/GHP/GH-2010(I)/GH-01A-BETA/2012/425 dated 2nd February 2012.

AND whereas the lessee is M/s Hacienda Projects P Ltd Special Purpose Company comprising of

List of Members/ Shareholders

S. No.	Name of Shareholder / Members	% of shareholding	Status
1	M/s Pebbles Infosofttech Pvt Ltd	50.00	Lead Member
2	M/s Horizon Crest India Real Estate	48.68	Relevant Member
3	M/s Twilzon Limited	1.32	Relevant Member
	Total	100.00	

AND the Sub Lessee - M/s Three C Realtors P Ltd is 100% owned subsidiary company of M/s Hacienda Projects P Ltd comprising of -

S. No	Name of Member/Shareholder	% of Shareholding
1.	M/s Hacienda Projects Private Limited	99.99
2.	Mr. Nirmal Singh As nominee on behalf of M/s Hacienda Projects Pvt Ltd	00.01
	Total	100.00

For Hacienda Projects Private Limited

Authorized Signatory

For Three C Realtors Pvt. Ltd.

Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.

Authorized Signatory

And it has been represented to the lessor that the Special Purpose Company members have agreed amongst themselves that M/s Pebbles Infosoftech P Ltd having its registered office at C 23 Greater Kailash Enclave Part 1, New Delhi 110048 shall remain always to be the Lead Member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the temporary occupancy / completion certificate of at least one phase of the project is obtained from the Lessor (Authority). II. Now the **SUB- LEASE DEED WITNESSETH AS FOLLOWS:**

1. This is consideration of the total premium of Rs 58,09,13,141.00 (Rupees fifty eight crore nine lac thirteen thousand one hundred and forty one only) out of which Rs. 7,21,58,158/- (Rupees seven crore twenty one lac fifty eight thousand one hundred and fifty eight only), which have been paid by the Lessee to the Lessor (the receipt where of the Lessor both hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum compounded half yearly installments. After the expiry of the moratorium period, the balance premium i.e. Rs 50,87,54,983/- (Rupees fifty crore eighty seven lac fifty four thousand nine hundred and eighty three only) of the plot bearing No GH-01/A (Beta - II), Sector 107 along with the interest will be paid in 16 half yearly installments in the following manner:

S. No	Due Date	Installment	Interest	Total
1	25-9-2010	-	2,79,81,525	2,79,81,525
2	25-3-2011	-	2,79,81,525	2,79,81,525
3	25-9-2011	-	2,79,81,515	2,79,81,525
4	25-3-2012	-	2,79,81,515	2,79,81,515
5	25-9-2012	3,17,97,187	2,79,81,536	5,97,78,723
6	25-3-2013	3,17,97,187	2,62,32,690	5,80,29,877
7	25-9-2013	3,17,97,187	2,44,83,844	5,62,81,031
8	25-3-2014	3,17,97,187	2,27,34,998	5,45,32,185
9	25-9-2014	3,17,97,187	2,09,86,152	5,27,83,339
10	25-3-2015	3,17,97,187	1,92,37,306	5,10,34,493
11	25-9-2015	3,17,97,187	1,74,88,460	4,92,85,647
12	25-3-2016	3,17,97,187	1,57,39,614	4,75,36,801
13	25-9-2016	3,17,97,187	1,39,907,68	4,57,87,955
14	25-3-2017	3,17,97,187	1,22,41,922	4,40,39,109
15	25-9-2017	3,17,97,187	1,04,93,076	4,22,90,263
16	25-3-2018	3,17,97,187	87,44,230	4,05,41,417
17	25-9-2018	3,17,97,187	69,95,384	3,87,92,571
18	25-3-2019	3,17,97,187	52,46,538	3,70,43,725
19	25-9-2019	3,17,97,187	34,97,692	3,52,94,679
20	25-3-2020	3,17,97,187	17,48,846	3,35,46,033

For Hacienda Projects Private Limited



[Signature]
Authorized Signatory

For Three B-Results Pvt. Ltd.



[Signature]
Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.

[Signature]
Authorized Signatory

Incase, of default in depositing the instalments or any payment, interest @ 14 % compounded half yearly shall be levied for defaulted period on the defaulted amount.

All payments should be made through a demand draft/ pay order/ drawn in favor of "New Okhla Industrial Development Authority" and payable at any scheduled bank located in New Delhi/ Noida. The Sub 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 sub lessee should ensure remittance on the previous working day.

The payment made by the sub lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted to 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 the lump sum within the 30 days from the date of communication of the said additional plot.

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

A. EXTENSION OF TIME

1. Extension of time, normally, shall not be allowed for more than 60 days for each installment to be deposited, subject to a maximum of three (3) such extensions during entire payment schedule.
2. For the purposes of arriving at the due date, the date of issuance of the Allotment Letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Sub Lessee to be respectively paid observed and performed, the lessor doth hereby demise on lease to the sub lessee that plot of land numbered as Group Housing Plot No. GH0 1/A (BETA - II), Sector 107, In the NOIDA, Distt. Gautam Budh Nagar (UP) contained by measurement 27,941.95.00 sq. mtrs. be the same a little more or little less and bounded

For Hacienda Projects Private Limited



[Signature]
Authorized Signatory



For Three C Realities Pvt. Ltd.

[Signature]
Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.

[Signature]
Authorized Signatory

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

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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the sub lessee for the term of 90 (ninety) years commencing from **31st March 2010** except and always reserving to the Lessor.

a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises. If deemed necessary by the Lessor in developing the area. 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 sub lessee for all the damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision will be final and binding on the Sub Lessee (II) **AND THE SUB LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

- a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of March for the each year and yearly lease rent indicated below:
 - I) The lessee has paid Rs 58,09,132/- as lease rent being 1% of the total premium of the plot for the first year of lease period.
 - II) The lease rent maybe enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
 - III) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of the lease deed and thereafter, every year, on or before the last date of the previous financial year.
 - IV) Delay in the payment of the lease rent will be subject to an interest @ 14 per annum compounded half yearly on the defaulted amount and for the defaulted period.
 - V) The sub lessee will have the option to pay lease rent equivalent to 11 years @ 1% per year i.e equivalent to the 11% of the total premium of the plots as "One time Lease rent" unless the Lessor decided to withdraw this facility. On payment of "One time Lease rent" no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid

6

For Hacienda Projects Private Limited



[Signature]
Authorised Signatory



For Three C Realtors Pvt. Ltd.

[Signature]
Authorised Signatory

For Prateek Infra Projects India Pvt. Ltd.

[Signature]
Authorised Signatory

the earlier lease rent due and lease rent already paid will not be adjusted in the "one time lease rent" option.

- b) The sub lessee jointly or severally shall be liable to pay all rates, taxes charges and assessment leviable by whatever name called for every description in respect of the plot 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 payments due may be extended by the lessor. But in such case of extension of time an interest @ 14% pa compounded half yearly shall be charged for the defaulted amount for such delayed period. In case sub lessee fails to pay the above charges it would be obligatory on the part of its members/ sub lessee to pay proportional charges for the allotted areas.
- c) The sub lessee shall use the allotted plot for construction of Group Housing. However, the sub lessee 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/ sub lease shall be governed by the transfer policy of the Lessor.
- i) Such allottee 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) The permission for part transfer of plot shall not be granted under any circumstances. The sub 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 sub lease deed of the plot to the lessor. However, after making the payment of premium of the plot to the lessor as per schedule specified in the sub 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 sub lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of letter.

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 fulfilment of the following conditions:

- a) The sub lease deed of plot has been executed and the sub lessee has made the payment according to the schedule specified in the lease deed of the plot, Interest and one time lease rent.

For Hacienda Projects Private Limited



[Signature]
Authorised Signatory



Three C Roadtors Pvt. Ltd.

[Signature]
Authorised Signatory

For Prateek Infra Projects India Pvt. Ltd.

[Signature]
Authorised Signatory

- b) Every sale done by the sub lessee shall have to be registered before the physical possession of the property is handed over.
- c) The sub lessee has obtained building occupancy certificate from Building Cell, Noida.
- d) The sub lessee shall submit the list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e) The sub lessee shall have to execute sub lease in favor 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 resident use only.
- g) The sub lessee shall pay an amount of Rs 1000/- towards processing fee and proportionate (pro rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between lessor, sub lessee and proposed transferee (allottee). The sub lessee shall also ensure adherence to the building regulations and directions of the lessor. The 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 the rules of the lessor/ government of UP.
- h) 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 favor of allottee shall be allowed without any transfer charges but sub lease deed will be executed between the lessor, sub lessee and allottee. However, a processing fees of 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 the sub lease deed.
- i) Every sale done by the sub lessee shall have to be registered before the physical possession of the flats / plot is handed over.
- j) Without obtaining the completion certificate, the sub lessee shall have the option upto 31-03-2010 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

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

Maximum Permissible Ground Coverage	40%
Maximum Permissible FAR	2.75
Set Backs	As per Building Bye - Laws
Maximum Height	No Limit

- b) The ground coverage, FAR, Set Back, Height, Green Area & Parking shall be allowed as per terms and conditions of brochure / allotment / lease deed and building regulations and bye laws of NOIDA.


 For Prateek Infra Projects India Pvt. Ltd.


 For Hacienda Projects Private Limited


 For Three C Realtors Pvt. Ltd.


 Authorised Signatory

CONSTRUCTION:

1. **THE SUB LESSEE** is required to submit building plan as per the terms & conditions mentioned in the letter no. Noida/GHP/GH-2010(I)/GH-01A-Beta/2012/425 dated 02.02.2012 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 i.e. 31-03-2010 shall be treated as the date of possession. The Sub Lessee shall be required to complete the construction of group housing pockets on allotted plots as per approved layout plan and get the completion / occupancy issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 7 years from the date of execution of the lease deed(s). The 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 plan and get temporary occupancy / completion certificate of the first phase accordingly issued from the building cell of the NOIDA within a period of three years from the date of execution of lease deed.
2. The Sub-Lessee shall make the provisions for the development of community facilities such as school, dispensary, milk-booth, community centre, electric sub-station, water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building Bye-Laws of the NOIDA.
3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culvers provided by the Lessor / NOIDA. 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 Sub-lessee.
4. Without prejudice to the LESSOR's right of cancellation, the time for the completion of the Project can be extended for a maximum period of another three years only with penalty as under
 - For first year the penalty shall be 4% of the total premium of the plot.
 - For the second year the penalty shall be 5% of the total premium of the plot.
 - For third year the penalty shall be 6% of the total premium of the plot.

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

5. In case the Sub-lessee does not construct building within the time provided including the extension granted, if any, for the above, the sub-lease deed, as the

For Hacienda Projects Private Limited

9

For Prateek Infra Projects India Pvt. Ltd.


Authorized Signatory

Authorized Signatory

For Three C Realtors Pvt. Ltd.


Authorized Signatory

case maybe, shall be liable to be cancelled. Sub-lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

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

MORTGAGE

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

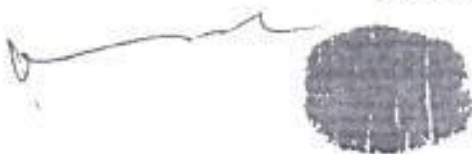
- a) Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
- b) An affidavit on non-judicial stamp paper of Rs. 10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group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

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

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.

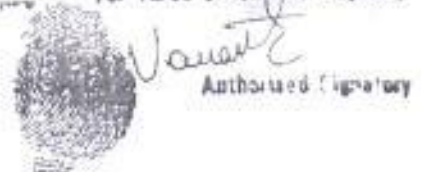
The LESSOR's right to the recovery of the unearned increase and the preemptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

For Hacienda Projects Private Limited



Authorized Signatory

For Three C Realty's Pvt. Ltd.



Authorized Signatory

10

For Prateek Infra Projects India Pvt. Ltd.



Authorized Signatory

TRANSFER OF PLOT

Without obtaining the completion certificate the sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the LESSOR and to transfer the same to the interested parties upto 31.03.2010 or till the extended date, if any, with the prior approval of the LESSOR on payment of transfer charges @ 2% of the allotment rate. However, the area of each of such sub-divided plot should not be less than 20,000.00 sq. mtrs. However, individual flat will be transferable with prior approval of the LESSOR as per the following conditions:-

- I. The dues of the LESSOR towards the cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed/sub-lease deed before executing of sub-lease deed of the flat.
- II. The lease deed/sub-lease deed has been duly executed.
- III. Transfer of the flat will be allowed only after obtaining the temporary occupancy/completion certificate for the respective phase by the sub-lessee.
- IV. The allottee of the individual flat undertakes to put to use the premises for the residential use only.
- V. First sale of a flat to an individual allottee shall be through a Sub-lease /Lease Deed to be executed on the request of the sub-lessee to the LESSOR in writing. No transfer charges will be payable in case of first sale. However on subsequent sale transfer charges shall be applicable on the prevailing rates as fixed by the LESSOR.
- VI. Rs. 1000/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.
- VII. Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.

MISUSE, ADDITIONS, ALTERATIONS ETC.


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

For Hacienda Projects Private Limited




Authorized Signatory

31
For Three C Real Estate Pvt. Ltd.


Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.


Authorized Signatory

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

The Sub-lessee / allottee 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 / the NOIDA and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor / the NOIDA requiring him to do so, correct such deviations as aforesaid.

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

LIABILITY TO PAY TAXES


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

OVERRING POWER OVER DORMANT PROPERTIES

1. The Sub-lessee / allottee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Sub-lessee / allottee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
 - a) In a state of good condition to the satisfaction of the Lessor at all times.
 - b) And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe.



For Hacienda Projects Private Limited

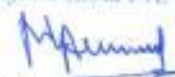

Authorised Signatory

For Three C Real Estate Pvt. Ltd.


Authorised Signatory

12

For Prateek Infra Projects India Pvt. Ltd.


Authorised Signatory

condition according to the convenience of the inhabitants of the place.

3. The Sub-lessee / allottee shall abide by all regulations, Bye-laws Directions and Guidelines of the LESSOR framed/issued under section 8, 9 and 10 under any other provision of UP Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and expedient.
5. The Sub-lessee / allottee shall make such arrangements as are necessary for the maintenance of the building and common services and if the buildings are not maintained properly the LESSOR will have the power to get the maintenance done through any other agency and recover the amount so spent from the sub-lessee/allottee. The sub-lessee/allottee will be individually and severally liable for payment of the maintenance amount. The rules/regulations of U.P. Flat Ownership Act, 1975 shall be applicable on the sub-lessee/allottee. No objection to the amount spent for the maintenance of the buildings by the lessor shall be entertained and decision of the LESSOR in this regard shall be final.

CANCELLATION OF LEASE DEED

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

1. Allotment being obtained through misrepresentation / suppression of material facts, mis-statement and / or fraud.
2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.
3. Default on the part of the Sub-lessee for breach/violation of the terms and conditions of the registration/allotment/lease/sub-lease and/or non-deposit of the allotment amount.
4. If at the same time of such cancellation, the plot is occupied by the sub-lessee, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the LESSOR with structure(s) thereon, if any, and the sub-lessee will have no right to claim any compensation thereof. The balance, if any shall be refunded without any interest and no separate notice shall be given in this regard.

13

For Hactonda Projects Private Limited

Authorized Signatory

For Three C Realtors Pvt. Ltd.

Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.

Authorized Signatory

5. If the allotment is cancelled on the ground mentioned in para 1 above, the entire amount deposited by the sub-lessee, till the date of cancellation shall be forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

1. The Noida / 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 and approved by the LESSOR.
2. That the Sub-Lessee has sought exemption of stamp duty being 100% owned subsidiary company of the Lessee, in accordance with the G.O. No. 1 of 1937 under Indian Stamp Act (1899). Further Notification No. K.N.5- 4720/ XI-2009-500(129)-2008, Lucknow: Dated September, 10, 2009. In exercise of the powers under clause (a) of sub section (1) of section 9 of the Indian Stamp Act 1899 (Act no. 2 of 1899) as amended from time to time in its application to Uttar Pradesh, read with section 21 of the General Clauses Act, 1897 (Act no.10 of 1897) the Governor is pleased to make with effect from the date of publication of this notifications in the Gazette, the following Amendment in Government notification no. M.599/X. 501 dated 25 march, 1942. Is amended in the aforesaid notification, in item 54 appearing under the heading " L- other departments" for the words and figures "Indian Companies Act 1913" the words and figures "Companies Act 1956" shall be substituted issued by Promukh Sachiv Uttar Pradesh Shasan Kar Evam Nibandhan anubhag-5.
3. In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding on all concerned.
4. If due to any "Force Majeure" or such circumstances beyond the control of the LESSOR, the LESSOR is unable to make allotment or facilitate the sub lessee(s) to undertake the activities in pursuance of the executed sub lease deed, the deposits depending on the stages of payments, will be refunded without any interest.
5. If the sub lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the LESSOR to ask the Sub Lessee to remove the nuisance within a reasonable period, failing which the LESSOR shall itself get the nuisance removed at the Sub - Lessee's cost and charge damages from the Sub Lessee for the period of subsistence of the nuisance.



For Hacienda Projects Private Limited



Authorized Signatory

Thras C Realtors Pvt. Ltd.



Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.


Authorized Signatory

6. Any dispute between the LESSOR and sub - Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
7. The Sub Lease Deed will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (UP act No 6 of 1976) and by the rules and / or regulations made or directions issued, under this Act.
8. The LESSOR will monitor the implementation of the project. Tenderers who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
9. The Sub Lessee shall be liable to pay all taxes / charges leviable from time to time by the LESSOR or any other Authority duly empowered to levy tax / charges.
10. Dwelling unit flats shall be used for the residential purpose only. Default if any renders the sub lease liable to cancellation and the sub lessee will not be paid any compensation thereof.
11. Other buildings earmarked for community facilities can not be used for the purposes other than the community requirements.
12. All the arrears due to the Lessor would be recoverable as arrears of land revenue.
13. The sub lessee shall not be allowed change his role, otherwise the sub lease shall be cancelled and entire money deposited shall be forfeited.
14. The LESSOR in larger public interest may take back the possession of the land / building by making payment at a reasonable rate as decided by the LESSOR, whose decision in this regard shall be final and binding on the sub lessee(s).
15. In case the LESSOR is not able to give possession of any plot or any part thereof in any circumstances, the deposited money against that part will be refunded to the Sub - Lessee without any interest.

All other terms and conditions of the Brochure of the Scheme and the Allotment Letter and the Lease deed executed on 31/03/2010 between lessor and Lessee will be applicable and binding upon the Sub Lessee.

15

For Hockenda Projects Private Limited


Authorized Signatory

 
Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.


Authorized Signatory

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

In the presence of:

Witnesses

Signed and delivered

1. Devendra Singh
S/o Khem Singh
15/310 Daskhimpur
Dist. D.-62
2. Maan Lal Gupta
Gola P.C. Gupta
A/c-13 Suthal
more

For & on Behalf of Lessor

For Hacienda Projects Private Limited

For & on Behalf of the Lessor

For Three C Real Estate Pvt. Ltd.

Authorized Signatory
For & on Behalf of the Sub Lessee





प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U70101DL2011PTC212289

2010 - 2011

यह एतद्वारा सत्यापित किया है कि निम्नलिखित

Three C Realtors Private Limited

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

यह निगमन-पत्र आज दिनांक छह जनवरी दो हजार ग्यारह को मेरे हस्ताक्षर से दिल्ली में जारी किया जाता
है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U70101DL2011PTC212289

2010 - 2011

I hereby certify that Three C Realtors Private Limited is this day incorporated under
the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Delhi this Sixth day of January Two Thousand Eleven.



(PREMLAL BHANJURAM MALIK)

उप कम्पनी रजिस्ट्रार / Deputy Registrar of Companies

राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार की कार्यालय अभिलेख में उपलब्ध पता का पता :

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

Three C Realtors Private Limited

C-23, Greater Kailash Enclave, Part-I,

New Delhi - 110045,

Delhi, INDIA

For Three C Realtors Pvt. Ltd.

Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.

Authorized Signatory



For Hacienda Projects Private Limited
 Auth. Sign.

For Three C Realtors Pvt. Ltd.
 Authorized Signatory

For Prateek Infra Projects India Pvt. Ltd.

Authorized Signatory

आज्ञा दिनांक 15/02/2012 को

दंडी नं. 1 जिल्द नं. 3050 ✓

पृष्ठ नं. 277 में 316 पर खनाक 1345

प्रिंटिंग/कट किया गया।

प्रिंटिंग/कट अधिकारी के हस्ताक्षर

जो. पी. पी. काशिक (प्रभारी)

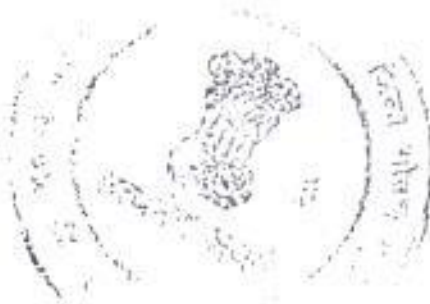
उप निदेशक (प्रथम)

नोएडा

15/02/2012

15/02/2012

Commanded by
15/02/2012



For Prateek Infra Projects India Pvt. Ltd.
[Signature]
Authorised Signatory

नवीन ओखला औद्योगिक विकास प्राधिकरण
मुख्य प्रशासनिक भवन,
सेक्टर-6, गौण्डा जिला गौतम बुद्ध नगर-201301

Noida

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
Main Administrative Building
Sector - VI, Noida
Distt. Gautam Budh Nagar - 201301

NO: NOIDA/GHP/GH-01/A(BETA-II) -107/2012/ 3048
DATED: 31 AUGUST, 2012

**M/S PRATEEK INFRAPROJECTS INDIA PRIVATE LIMITED
(FORMERLY -M/S THREE C REALTORS PRIVATE LIMITED)
FLAT NO. 21, RAS VIHAR APARTMENT,
PLOT NO. 99A, I.P. EXTENSION, DELHI-110092**

**SUB: CHANGE IN DIRECTORS & SHAREHOLDERS OF THE COMPANY M/S
PRATEEK INFRAPROJECTS INDIA PRIVATE LIMITED, SUB-LESSEE OF
GROUP HOUSING PLOT NO.GH-01/A.(Beta-II), SECTOR-107, NOIDA.**

Sir,

Please refer to your letter dated 22.08.2012 on the subject mentioned above. In this connection it is informed that on the basis of documents submitted by you, the change in Directors & Shareholders of the company M/S PRATEEK INFRAPROJECTS INDIA PRIVATE LIMITED (FORMERLY -M/S THREE C REALTORS PRIVATE LIMITED), has been taken of the record as under:-

LIST OF DIRECTORS

SL. NO.	NAME	RESIDENCE ADDRESS
1	PRASHANT KUMAR TIWARI	KK-12, KAVI NAGAR, GHAZIBAD, U.P. 200010
2	KALPANA TIWARI	KK-12, KAVI NAGAR, GHAZIBAD, U.P. 200010

LIST OF SHAREHOLDERS

SL. NO.	NAME OF MEMBERS/ SHAREHOLDER	% AGE OF SHAREHOLDING
1	M/S HACIENDA PROJECTS PRIVATE LIMITED	15%
2	M/S PRATEEK BUILDTECH INDIA PRIVATE LIMITED	85%

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

Yours faithfully,


ASSTT. GENERAL MANAGER (GHP)

For Prateek Infraprojects India Pvt. Ltd.


Authorized Signatory