



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

POSSESSION CERTIFICATE

Letter No. PROP/RPS/2010/138

Date 02/11/2010

Plot Code

Allotment No.

Plot No. GH-05A

Block No.

Sector TECH ZONE - IV

Lessee / Allottee's Name

& Address FUSION BUILDTECH PVT. LTD.

SS-37, Second Floor, Nitya Halls

Plot No. 9.D, CBD East

Delhi - 110092

Status/Boundaries of plot	Dimensions	Area (In Sq. m.)	Remarks
North-East	<u>Plot No. 05B</u>	<u>36000 Sq. m.</u>	<u>As per Lease Plan enclosed.</u>
South-West	<u>30 M WIDE ROAD</u>		
South-East	<u>45 M WIDE ROAD</u>		
North-West	<u>24 M WIDE ROAD</u>		

Site plan of the plot is enclosed herewith.

I/We have taken over possession of the plot No. GH-05A Block No. Sector TECH ZONE IV on

I/We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession handed over by


प्रदेशक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

Possession taken over by

For FUSION BUILDTECH PVT. LTD.

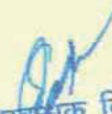

Director

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

MANISH GUPTA
Signature of the lessee

Copy to

- ✓ 1. Lessee
2. General Manager (Property)
3. General Manager (Engg.)


प्रदेशक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण
H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

I-22962/10



उत्तर प्रदेश UTTAR PRADESH Lease-Deed 11AA 786286

Stamp Duty Paid in Cash Certificate in favour of M/s Fusion Buildtech Pvt. Ltd.
SS-37, Second Floor, Aditya Mega Mall, Plot No. 92, CBD
In Pursuance of the order of the Collector East Delhi.
No. 11AA 786286 Dated 27/10/10 Passed under
section 10-A of the Stamp Act, it is certified that
an amount of Rs. 23178800/- Rs. two crore thirty one lac Seventy six
(In words Rs. Two crore thirty one lac Seventy six
has been Paid in Cash as stamp Duty in Respect
of this instrument to the State Bank of India
Treasury/Sub Treasury of Noida
by Challan No. 110542 28-10-10
a Copy of Which is annexed herewith.

Date 29-10-2010 6248

Officer-in-Charge
Treasury

Gautam Budh Nagar

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

For FUSION BUILDTECH PVT. LTD.

[Signature]
Director

LEASE DEED

This Lease Deed made on 2nd 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 FUSION BUILDTECH PVT.LTD.**, a company within the meaning of Companies Act, 1956, having its registered office at **SS-37, 2nd Floor, Aditya Mega Mall, Plot No.9-D, CBD East, Delhi-110092** through its **Director Mr. Manish Gupta S/o Mr. Ashok Gupta R/o B-68, Surajmal Vihar, Delhi-110092** duly authorized by its Board of Directors vide Resolution dated 14th October 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 Kailashpati Developers India Pvt.Ltd. – Lead Member
- M/s ABA Builders Limited – Relevant Member
- M/s Fusion Buildtech Private Limited – Relevant Member

the plot NO. GH-05A, SECTOR-TECHZONE-IV, GREATER NOIDA, Area 84000.00 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-03/2010/1672 dated 23.07.2010 and Allotment Letter No.PROP/BRS-03/2010/1731 dated 18.08.2010 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.

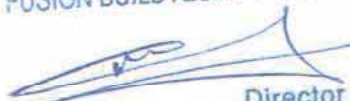
The consortium consists of following:-

S.No.	Name of member	Shareholding	Status
1.	M/s Kailashpati Developers India Pvt.Ltd.	52%	Lead Member
2.	M/s ABA Builders Limited	5%	Relevant Member
3.	M/s Fusion Buildtech Private Limited	43%	Relevant Member

Whereas the above registered consortium who jointly qualified for the bid and secured the allotment of said plot being highest bidder. They through its lead member M/s Kailashpati Developers India Pvt.Ltd. has approached to the lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl.No.	Group	Sector	Sub Divided	Name of member	Status
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प्रकाश बहत्तगर
ग्रेटर नोएडा प्राधिकरण

For FUSION BUILDTECH PVT. LTD.

Director

	Housing Plot No.		area as per Lease Plan (in sq.m.)		
1.	GH-05A	TECHZONE -IV	36000.00	M/s Fusion Buildtech Private Limited	Relevant Member
2.	GH-05B	TECHZONE -IV	48000.00	M/s County Infrastructures Private Limited (SPC consisting shareholders M/s Kailashpati Developers India Pvt.Ltd. and M/s ABA Builders Limited)	SPC

Whereas the said registered consortium has given an undertaking dated 18-10-2010 (Copy annexed as Annexure A to this Lease Deed) to indemnify the lessor which shall be part of this lease deed and shall in no way exonerate from their liability to perform and pay as per the terms of allotment till all the payments are made to the lessor.

Whereas the lessor approved the name and status of M/s Fusion Buildtech Pvt.Ltd. on the request of consortium in accordance with the Clause C-8(e) of the brochure/bid document of the scheme, to develop and market the project on demarcated/sub divided Group Housing plot No. GH-05A, Sector TECHZONE-IV, Greater Noida measuring 36000.00 square metre vide letter No. Builders/2010/BRS-79/83 dated 12th October 2010.

AND it has been represented to the lessor that the Consortium member have agreed amongst themselves that M/s Fusion Buildtech Pvt.Ltd. shall solely develop the project on the demarcated/sub-divided Builders Residential/Group Housing Plot No. GH-05A, Sector Techzone-IV, Greater Noida measuring an area 36000.00 square metre. and lessee shareholding in the Company shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor. However, the Lessee will be allowed to Transfer/Sell up to 49% of its shareholding, subject to the conditions that the original Shareholders as indicated above (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor..

And it has been represented to the lessor that the CONSORTIUM member have agreed amongst themselves that M/s Fusion Buildtech Pvt.Ltd. having its registered office at SS-37, 2nd Floor, Aditya Mega Mall, Plot No.9D, CBD-East, Delhi-110092 shall solely develop the project on the demarcated/sub divided Builders Residential/Group Housing Plot No. GH-05A, Sector TECHZONE-IV, Greater Noida measuring an area 36000.00 square metre.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of Rs. 41,76,00,000.00 (Rs. Forty One Crore Seventy Six Lac only) out of which Rs.4,17,60,000.00 (Rupees Four Crore Seventeen Lac Sixty Thousand 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. Rs. 37,58,40,000.00 (Rs. Thirty Seven Crore Fifty Eight Lac Forty


प्रकाश बहट्टार
ग्रेटर नोएडा प्राधिकरण

For FUSION BUILDTECH PVT. LTD.


Director

Thousand only) of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

PAYMENT PLAN

		Bal.approx. 90%premium (proportionate)			375840000
Head	Due date	Premium	Interest	Total payable instalment	balance premium
Instalment No.1	18.02.2011	0	22550400	22550400	375840000
Instalment No.2	18.08.2011	0	22550400	22550400	375840000
Instalment No.3	18.02.2012	0	22550400	22550400	375840000
Instalment No.4	18.08.2012	0	22550400	22550400	375840000
Instalment No.5	18.02.2013	23490000	22550400	46040400	352350000
Instalment No.6	18.08.2013	23490000	21141000	44631000	328860000
Instalment No.7	18.02.2014	23490000	19731600	43221600	305370000
Instalment No.8	18.08.2014	23490000	18322200	41812200	281880000
Instalment No.9	18.02.2015	23490000	16912800	40402800	258390000
Instalment No.10	18.08.2015	23490000	15503400	38993400	234900000
Instalment No.11	18.02.2016	23490000	14094000	37584000	211410000
Instalment No.12	18.08.2016	23490000	12684600	36174600	187920000
Instalment No.13	18.02.2017	23490000	11275200	34765200	164430000
Instalment No.14	18.08.2017	23490000	9865800	33355800	140940000
Instalment No.15	18.02.2018	23490000	8456400	31946400	117450000
Instalment No.16	18.08.2018	23490000	7047000	30537000	93960000
Instalment No.17	18.02.2019	23490000	5637600	29127600	70470000
Instalment No.18	18.08.2019	23490000	4228200	27718200	46980000
Instalment No.19	18.02.2020	23490000	2818800	26308800	23490000
Instalment No.20	18.08.2020	23490000	1409400	24899400	0

In case of default in depositing the installments 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 deed 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.

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.


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For FUSION BUILDTECH PVT. LTD.


Director

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 sub divided plot of land numbered as Builders Residential / Group Housing Plot No.GH-05A, Sector-Tech Zone-IV, in the GREATER NOIDA, Distt. Gautam Budh Nagar (U.P.) contained by measurement 36000.00 Sq. mtrs. be the same a little more or less and bounded:

On the North by	:	
On the South by	:	As per Lease Plan attached
On the East by	:	
On the West by	:	

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

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 2nd November 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.
- 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:


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Director

- 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.41,76,000.00 (Rs. Forty One Lac Seventy Six Thousand only)** as annual lease rent being 1% of the plot premium.
 - (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 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.


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Director

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:-

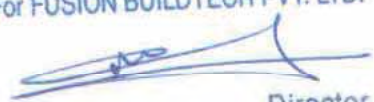
- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phase wise on payment of full premium (with interest upto the date of deposit) 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.
- 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 of residential area 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 transfer 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 10,000 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.


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


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Director

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 31.03.2011, 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 10,000 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.
 - (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 Industrial Development Authority.
 - (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.


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For FUSION BUILDTECH PVT. LTD.


Director

- (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.

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


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For FUSION BUILDTECH PVT. LTD.


Director

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

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:-

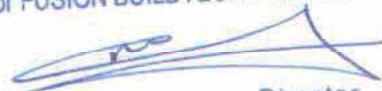
1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by Lessor or by any other statutory body.
3. Default on the part of the Lessee for breach/violation of terms and conditions 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


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For FUSION BUILDTECH PVT. LTD.


Director



उत्तर प्रदेश UTTAR PRADESH

W 417181

Undertaking

This undertaking is signed and executed at Greater Noida on the 18TH day of October 2010 by.

1. M/s Kailashpati developers India (p) ltd.(Lead Member Company), a company formed and existing under the provisions of Companies Act 1956, having its registered office at 36, Pushpanjali Vikas marg Delhi-92 (hereinafter referred to as the Lead Member of M/s Kailashpati Developers India (p) ltd. i.e. the consortium) through Shri Avnish Agrawal Director of the lead member.
2. M/s ABA builders ltd.(Name of Relevant Member Company/) a company formed and existing under the provisions of Companies Act 1956, having its registered to 16(a), chowringee mansion, 30, JL Nehru road, Kokatta-70016 as the Relevant Member of M/s kailashpati developers India (p) ltd. i.e. the consortium) through Shri Amit Modi Director of the relevant member.
3. M/s Fusion Buildtech (P) Ltd.(Name of Relevant Member Company) a company formed and existing under the provisions of Companies Act 1956, having its registered SS-37, IInd floor Aditya Mega Mall Plot No 9-D, CBD, east Delhi-92 to as the Relevant Member of M/s Kailashpati Developers India (p) ltd.i.e. the consortium) through Shri Manish Gupta Director of the relevant member.

WHEREAS in response to the invitation for bid in the BRS-03/2010 (scheme code) scheme of the Builders Residential / Large Group Housing Plots floated by the Greater Noida Industrial Development Authority (hereinafter referred to as GNIDA), the Consortium M/s Kailashpati Developers India (p) ltd. (name of company/consortium) submitted their bid for allotment of Plot No.GH-05(A),Sector

For Kailashpati Developers (P) Pvt. Ltd.

For ABA Builders Ltd.

For FUSION BUILDTECH PVT. LTD.

प्रबंधक बिल्डर्स

Director

Director

Director

For FUSION BUILDTECH PVT. LTD.



उत्तर प्रदेश UTTAR PRADESH

W 417182

Teschzone-IV, Greater Noida area 84000 square metre and agreed to abide by all the terms and conditions set out in the brochure of the scheme.

AND WHEREAS the GNIDA vide letter bearing No.PROP/BRS-02/2010/1731 dated 18/8/2010 allotted plot no. GH-5(A) Sector Techzone-IV having an area of 84000 square meter in favor of Consortium.

AND WHEREAS upon being called to have lease deed of the allotted plot executed in the name of the Consortium, the lead member and the relevant member agreed amongst themselves that as permissible under clause C-8 of the brochure of the scheme the Lease Deed of an area of 48000 square meter be executed in favor of ASPC named County infrastructures (p) Ltd., being the company promoted by M/s Kailashpati Developers India (p) Ltd., (the concretion leader and having 95 % shareholding) and M/s ABA builders Ltd.(the relevant member having 5% shareholding) with the relevant and a separate lease deed of an area of 36000 square meter be executed in favour of relevant member M/s Fusion Buildtech (p) Ltd. and a request letter dated 4/Aug/2010 was addressed to GNIDA in this regards,

AND WHEREAS A request of the lead member and the relevant member as contained in the said letter dated 4/Aug/10 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 12/10/10, including submission of an Undertaking.

Now therefore this undertaking witnesses as under:-

That we, the lead member and the relevant member do hereby agree that, notwithstanding the execution of Lease Deed of an area of 48000 square meter in favour of M/s County infrastructures (p) Ltd. (SPC promoted by lead member Kailashpati developers India (p) Ltd. and relevant member M/s ABA builders Ltd.)



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For ABA Builders Ltd.

For FUSION BUILDTECH PVT. LTD.

For FUSION BUILDTECH PVT. LTD.

and of area of 36000 square meter in favour of M/s Fusion Buildtech (p) Ltd. the relevant member, we shall be jointly and severally liable for the due compliance of all the terms and conditions of the lease deed, including but not limited to payment of consideration for the area mentioned in both the lease deeds and any breach of the aforesaid, by one of us, shall constitute breach also by the other and thereby empower the GNIDA to take action against both of us.

2. That each of us jointly and severally agree that this undertaking shall form part of Lease Deed to be executed and necessary clause(s) to this effect shall be stipulated in the Lease Deed to be executed.
3. That any breach of the conditions set out in this undertaking shall render the permission granted in principle vide GNIDA's letter PROP/BRS-02/2010/1731 dated 18/08/10 withdrawn in case Lease Deed has been executed, then the breach of these present shall constitute a breach of the lease deed for which GNIDA shall be entitled to take action against us, including determination of both the lease deeds to be executed.
4. That, in terms of clause 8 (a) of the scheme, we undertake that the lead member of the consortium shall retain at least 26% of the shareholding as per MOA till the completion certificate of atleast one phase of the project is obtained from GNIDA.
5. That each of the signatory on behalf of Lead Member and Relevant Member has been duly authorized by their respective Board of Directors to submit this Undertaking. A copy of the Board Resolution in favour of each of the signatory is being annexed as Annexure 'A' and Annexure 'B' to this Undertaking and the same shall be deemed to be part of this Undertaking.
6. That this Undertaking has been given by us voluntarily and without any threat, corrosion or duress of any kind whatsoever.

IN WITNESSES WHEREOF each of the two executants have appended their signatures in the presence of each others on the date first mentioned above.

Witnessess

1.

For Kailashpati Developers India (p) Ltd.
(Lead Member)

Auth. Signatory

2.

For ABA Builders Ltd. For ABA Builders Ltd.
(Relevant Member)

Auth. Signatory

D.

3.

For Fusion Buildtech (p) Ltd.
(Relevant Member)

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ग्रेटर नोएडा प्राधिकरण

Auth. Signatory

For FUSION BUILDTECH PVT. LTD.

Director



ATTESTED

Sh. Chaitan



**Kailashpati
Developers (India) Pvt. Ltd.**

Annexure - 4



Head. Office : 605, Krishna Appa Plaza, Sector-18, Noida - 201 301 Ph. : (0120) 3052745-46 Fax : (0120) 3052748

BOARD RESOLUTION

EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF **M/S Kailash Pati Developers India PVT LTD** HELD ON SATURDAY THE 16th DAY OF October 2010 AT Regd. OFFICE OF THE COMPANY i.e 36, Puspunjali, Delhi-92.

"RESOLVED THAT :- Company Shall submit the documents in Greater Noida Industrial Development Authority for Registre/ Lease Deed of Plot No GH-05B, Sector Techzone-IV, Greater Noida.

RESOLVED FURTHER THAT :- Mr Avnish Agrawal Director of the Company be and is hereby authorized to sign Lease Deed related documents of Plot No 5 B, Sector Tech Zone-IV.

Board considered and approved the same.

For Kailash Pati Developers (India) Pvt. Ltd


(Director)

Date: 16.10.2010

Place: Delhi


फ्यूजन बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

For FUSION BUILDTECH PVT. LTD.


Director

BOARD RESOLUTION

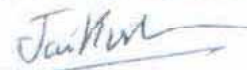
EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF **M/S ABA Builders LTD** HELD ON SATURDAY THE **16th DAY OF October 2010** AT Regd. OFFICE OF THE COMPANY i.e 16a,Chowringhee Mansion,30 J L Nehru Road, Kolkata-700016,.

"RESOLVED THAT :- Company Shall submit the documents in Greater Noida Industrial Development Authority for Registre/ Lease Deed of Plot No GH-05B, Sector Techzone-IV, Greater Noida.

RESOLVED FURTHER THAT :- Mr Amit Modi Director of the Company be and is hereby authorized to sign Lease Deed related documents of Plot No 5 B, Sector Tech Zone-IV.

Board considered and approved the same.

For ABA Builders Ltd


(Director)

Date: 16.10.2010

Place:


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

 **MERITON**
group

Regd. Office: 16-A, Chowringhee Mansion, 30 Jawahar Lal Nehru Road, Kolkata - 700016

For FUSION BUILDTECH PVT. LTD.


Director



EXTRACTS OF THE MINUTES OF THE MEETING OF BOARD OF DIRECTORS OF

FUSION BUILDTECH PVT LTD HELD ON SATURDAY THE 16TH DAY OF OCTOBER 2010

AT REGD. OFFICE OF THE COMPANY SS-37, ADITYA MEGA MALL, PLOT NO. 9, CBD, EAST DELHI-110092

"RESOLVED THAT:- Company Shall submit the documents in Greater Noida Industrial Development Authority for Register/ Lease Deed of Plot No. GH-05A, Sector Techzone-IV, Greater Noida."

"RESOLVED FURTHER THAT:- Mr. Manish Gupta, Director of the Company be and is hereby authorized to sign Lease Deed related documents of Plot No. GH-05A, Sector Tech Zone-IV, Greater Noida. "

For FUSION BUILDTECH PRIVATE LIMITED

Director

Date: 16.10.2010

Place:

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

FUSION BUILDTECH PRIVATE LIMITED

RO: SS-37, SECOND FLOOR, ADITYA MEGA MALL, PLOT NO. 9, C.B.D., DELHI - 110092
CO: H-56, FIRST FLOOR, SECTOR 63, NOIDA, U.P. TEL. 0120-4000888 ■ FAX 0120-4000800
■ WEB WWW.FUSIONBUILDTECH.COM ■ EMAIL INFO@FUSIONBUILDTECH.COM

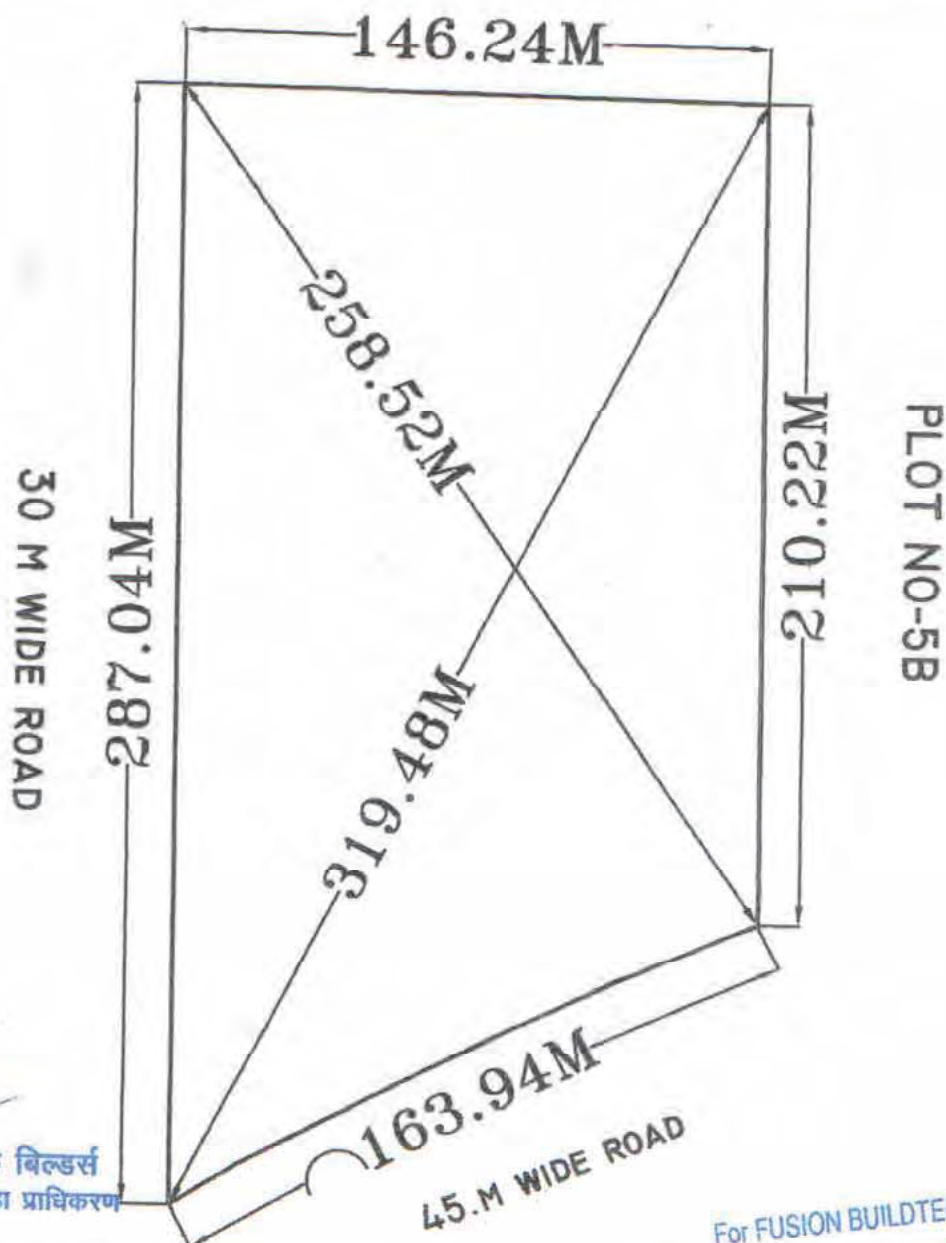


For FUSION BUILDTECH PVT. LTD.

Director

PLOT NO-GH-5A

24.M WIDE ROAD



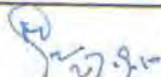
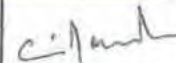
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For FUSION BUILDTECH PVT. LTD.

Director

AREA-36000.00 SQM

NOTE-DEVELOPMENT WORK IS IN PROGRESS LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND.
AREA OF PLOT MAY BE INCREASE/DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

POSSESSION TAKEN OVER ALLOTTEE	SIGN POSSESSION HANDED OVER			NORTH 
LEASE PLAN OF PLOT NO.-GH-5A SECTOR TECHZONE -IV GREATER NOIDA	PROJ. DEPTT	 ASST.MANAGER	 MANAGER	 SR.MANAGER
	LAND. DEPTT	 LEKHPAL	 NAYAB TAHSEEL DAR	 TAHSEEL DAR
	LAW. DEPTT	 A.L.O		 MANAGER
	PLANIG. DEPTT	 SR.DRAUGHTSMAN		 SR.EXECUTIVE
 GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY				

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 . 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 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 see their hands on the day and in the year herein first above written.

In presence of:

Witnesses:

1.

[Handwritten signature]
S. K. Sharma
S. K. Sharma
S. K. Sharma
S. K. Sharma

for and on behalf of LESSOR

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

2.

[Handwritten signature]
Rudra Mahapatra
S/O Ramesh Prasad
H-168/4-GAMMA FLYER

For FUSION BUILTECH PVT. LTD.

For and on behalf of the LESSEE

Director

[Handwritten signature]
प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

आज दिनांक 02/11/2010 को
वही सं 1 जिल्द सं 7517
पृष्ठ सं. 317 से 358 पर क्रमांक 22962
रजिस्ट्रीकृत किया गया ।


(राजबहादुर सिंह)
उपनिबन्धक, सदर
गौतमबुद्धनगर
2/11/2010

