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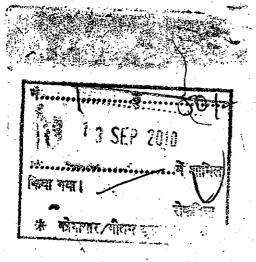
ATTACHED WITH THE LEASE DEED OF GROUP HOUSING PLOT NO.GH-01/A SECTOR-74, NOIDA, DISTT.

GAUTAM BUDH NAGAR (U.P.)

LESSOR

FOR SUPERTED LIMITED

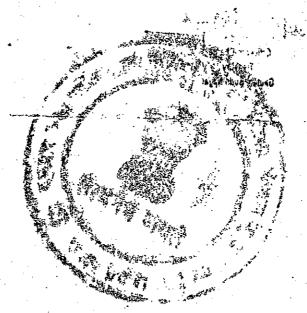
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LEASE DEED

This Lease Deed made on 7th day of OCTOBER, 2010 (Two thousand and ten) 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 (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 SUPERTECH LTD., a Company, within the meaning of Companies Act, 1956, having its registered office at SUPERTECH SHOPPRIX MALL, 3rd FLOOR, C-134B, SECTOR-61, NOIDA-201307 through its Authorized Signatory Shri. V.S. YADAV S/o Shri. R.S. YADAV, R/o, C-134B, SECTOR-61, NOIDA-201307, duly authorized by the Board of Directors vide Resolution dated 24.09.2010 hereinafter called the Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the other part.

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

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the Plot No GH-01/A Sector-74, NOIDA (Sub Divided Plot of Plot No. GH-01 Sector-74, NOIDA) on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats 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 <u>CONSORTIUM CONSISTING OF-</u>M/S SUPERTECH LTD. (LEAD MEMBER) M/S AJNARA INDIA LTD. (RELEVANT MEMBER) the plot NO. GH-01, SECTOR-74, NOIDA, after fulfilling the terms and conditions prescribed in the brochure of Group Housing Scheme Code GH-2010 (III) and its corrigendums, vide Reservation Letter No. NOIDA/GHP/GH-2010(III)/2010/9295 dated 22.06.2010 and Allotment Letter No. NOIDA/GHP/GH-2010(III)/2010/9745 dated 17.08.2010 & for

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अस्थायी पता

ने यह लेखपत्र इस कार्यालय में बजे निबन्धन हेतु पेश किया।

दिनांक 7/10/2010



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प्रत्यक्षतः भद्र साक्षियों के निशान उ

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the development and marketing of Group Housing Pockets/Flats 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 sub division of Group Housing Plot No. GH-01, Sector-74 as GH-01/A, Sector-74 (admeasuring to 2,00,000.00 sq mtr) & GH-01/A, Sector-74 (admeasuring to 2,00,000.00 sq mtr) and the name and status of M/S SUPERTECH LTD. 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 marketing the project on demarcated plot No.GH-01/A, Sector-74, NOIDA measuring 2,00,000.00 sq. mtrs vide letter No NOIDA/GHP/GH-2010(III)/2010/1085 dated 29th SEPTEMBER, 2010.

AND WHEREAS the lessee is a Company comprising of-

LIST OF DIRECTORS

SL. NO.	NAME	RESIDENCE ADDRESS	
1	SHRI R.K. ARORA	C-1/10, SECTOR-36, NOIDA	
2	SMT. SANGITA ARORA		
3	SHRI ANIL KR. SHARMA	446, GALI NO. 7, EAST BABARPUR, SHAHDARA, DELHI-110032	
4	SHRI R.K. ANAND	HOUSE NO. 303, NEW RAJENDRA NAGAR, NEW DELHI	
5	SHRI MOHIT ARORA	C-1/10, SECTOR-36, NOIDA	
6	SHRI G.L. KHERA	B-1/597-B, JANAKPURI, NEW DELHI- 110058	
7	SHRI L.S. ARORA	153-A, R M SECTOR-II, SAHIBABAD, GHAZIABAD	
8	SHRI VIKAS KANSAL		

LIST OF SHAREHOLDERS

	LIST UP SHARES			
SL. NO.	NAME OF MEMBERS/ SHAREHO	LDER	% AG SHAREHO	
1	SHRI R.K. ARORA			6.42 %
2	SMT. SANGITA ARORA			10.54 %
3	SHRI K.G.ARORA			0.16 %
4	SHRI L.S. ARORA			0.50 %
5	SMT. RAJNI SHARMA	1000		0.0001 %
6	M/s R.K. ARORA & SONS (HUF)		-	9.01 %
7	SHRI ANIL KAPOOR		· north-	0.12 %
8	M/s K.G. ARORA & SONS (HUE)			4.76 %
9	M/s L.S. ARORA & SONS			5.63 %
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Registration No.:

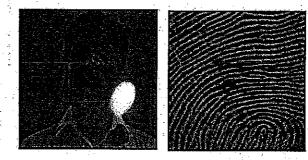
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10	SMT. KAPOORI DEVI	0.88 %
11	M/s RAJEEV ARORA & SONS (HUF)	1.19 %
12	M/s SANJAY ARORA & SONS (HUF)	1.08 %
13	M/s SUPERTECH ESTATE (P) LIMITED	20.59 %
14	SHRI MOHIT ARORA	1.52 %
15	M/s SUPERTECH REAL TECH (P) LTD.	34.13 %
16	M/S SUNLIGHT BUILDWELLS PRIVATE LIMITED	3.47 %

And it has been represented to the lessor that the CONSORTIUM members have agreed amongst themselves that M/S SUPERTECH LTD., a company within the meaning of Companies Act, 1956, having its registered office at SUPERTECH SHOPPRIX MALL, 3rd FLOOR, C-134B, SECTOR-61, NOIDA-201307, shall solely develop the project on the demarcated Group Housing Plot No. GH-01/A Sector-74 NOIDA measuring 2,00,00.00 sq. mtrs.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

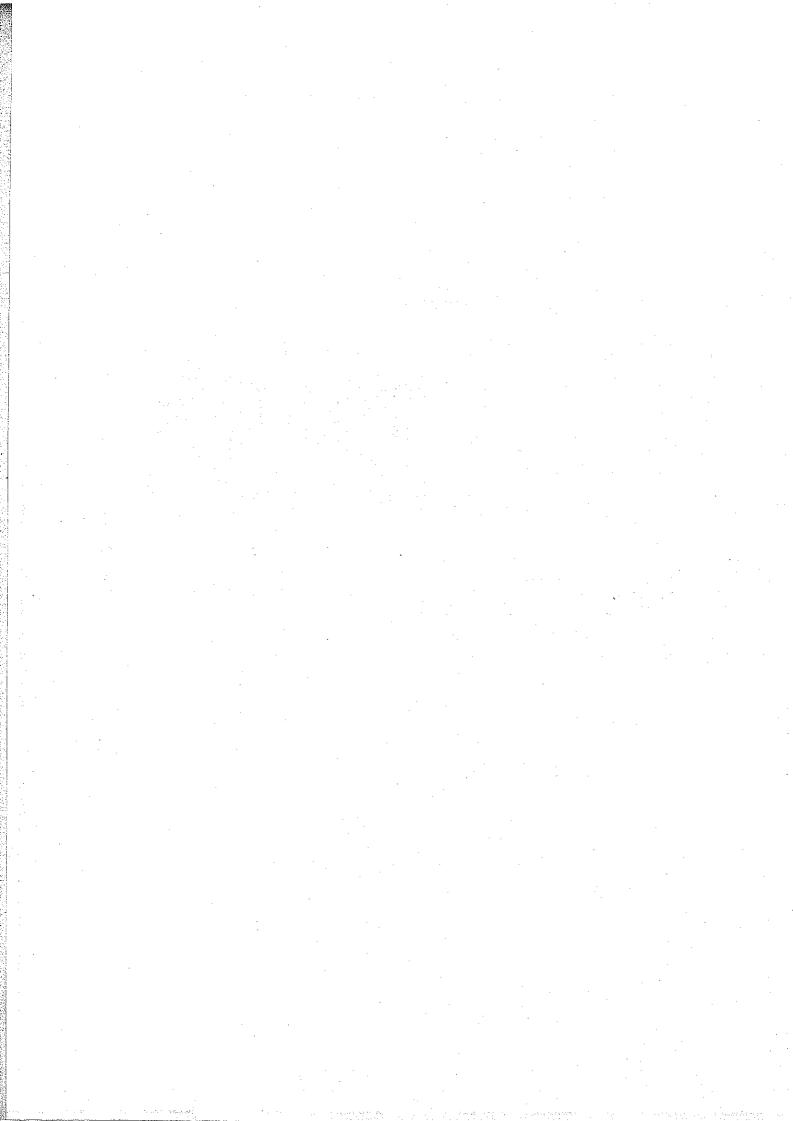
1. This in consideration of the total premium of ₹. 472,08,00,000.00 (Rupees FOUR HUNDRED SEVENTY TWO CRORE EIGHT LAC only) out of which 10% of i.e. ₹. 47,20,80,000.00 (Rupees FORTY SEVEN CRORE TWENTY LAC EIGHTY THOUSAND only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% 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 90% premium i.e. ₹.424,87,20,000.00 (Rupees FOUR HUNDRED TWENTY FOUR CRORE EIGHTY SEVEN LAC TWENTY THOUSAND only) of the plot along with interest will be paid in 16 half yearly instalments in the following manner:-

SL NO	DUE DATE	INSTALMENT (in ₹.)	INTEREST (in ₹.)	TOTAL (in ₹.)
1	16.02.2011		233679600	233679600
2	16.08.2011	==	233679600	233679600
3	16.02.2012		233679600	233679600
4	16.08.2012	= :	233679600	233679600
(5)	16.02.2013	265545000	233679600	499224600
6	16.08.2013	265545000	219074625	484619625
7	16.02.2014	265545000	204469650	470014650
8	16.08.2014	265545000	189864675	455409675

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For SUPERTECHES MATED

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9	16.02.2015	265545000	175259700	440804700
10	16.08.2015	265545000	160654725	426199725
11	16.02.2016	265545000	146049750	411594750
12	16.08.2016	265545000	131444775	396989775
13	16.02.2017	265545000	116839800	382384800
14	16.08.2017	265545000	102234825	367779825
15	16.02.2018	265545000	87629850	353174850
16	16.08.2018	265545000	73024875	338569875
17	16.02.2019	265545000	58419900	323964900
18	16.08.2019	265545000	43814925	309359925
19	16.02.2020	265545000	29209950	294754950
20	16.08.2020	265545000	14604975	280149975

In case of default in depositing the installments or any payment, interest @ 14% 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 "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/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.

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.

LESSOR



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. Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to a maximum of three (3) such extensions during the 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 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-1/A, Sector-74, in the NOIDA, Distt. Gautam Budh Nagar (U.P.) contained by measurement 2,00,000.00 Sq. mtrs. be the same a little more or less and bounded:

On the North by

As per Site

On the South by

As per Site

On the East by

As per Site

On the West by

As per Site

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 lessee for the term of 90 (ninety) years commencing from 7th OCTOBER, 2010 except and always reserving to the

LESSOR

LESSEE LIMITE

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- 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 in the month of MARCH for each year the yearly lease rent indicated below:-
 - (i) The lessee has paid ₹. 4,72,08,000.00 as lease rent being 1% of the plot premium for the first year 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 the lease deed and thereafter, every year, on or before the last date of the previous financial year.



- (iv) Delay in payment of the advance 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 lessee will have the option to pay lease rent equivalent to 11 years @1% per year i.e. equivalent to 11% of the total premium of the plot as "One Time Lease Rent" 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 allottee has paid the earlier lease rent due and lease rent already paid will not be adjusted in the "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 @ 14% 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. 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 & 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.

LESSOR

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- 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 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.
- 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 Building Cell of the Lessor.
- d) The lessee shall submit list of individual allottees of flats within 6 months form the date of obtaining occupancy certificate

ESSOR

For SUPERTECH LIMITED

- 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-rate 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.
- 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 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.
- Every sale done by the lessee shall have to be registered before the physical possession of the flat/plot is handed over.
- j) Without obtaining the completion certificate, the lessee shall have option upto 30.09.2010 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 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.

-LESSOR

For SUPERIES LIMITED

NORMS OF DEVELOPMENT

a. The 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

- The Set Backs (front and other three sides) shall be allowed as per Building Bye Laws and Regulation Prevailing at present.
- c. The ground coverage, FAR, Set Back, Height, Green Area & Parking shall be allowed as per terms and conditions of brochure/ allotment /lease deed and the Building Regulations and Bye-laws of the Lessor.

CONSTRUCTION

- 1. The allottee 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(s) shall be treated as the date of possession. The Lessee/Sub-lessee(s) shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the completion/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 the lease deed(s). The lessee/Sub-lessee(s) 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 Lessor within a period of three years from the date of execution of lease deed/Sub-lease deed.
- 2. The allottee shall make the provisions for the development of community facilities such as school, dispensary, milk-booth, community centre, electric

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For SUPERFECTE LIMITED

sub-station, water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building Bye-Laws of the Lessor. The process of allowing 1% of the total permissible FAR for convenient shopping on a Group Housing Plot (instead of the present 0.75% of the total plot area) is in progress. This increase shall be allowed on the plots to be allotted under this scheme but the maps for the same shall be approved by the Lessor only after the approval of the State Government to this amendment.

- 3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. 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/Sub-lessee(s).
- 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 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 Lessee/Sub-lessee(s) does not construct building within the time provided including the extension granted, if any, for the above, the lease deed/sub-lease deed, as the case may be, shall be liable to be cancelled. Lessee/Sub-lessee(s) shall lose all rights to the allotted land and buildings appurtenant thereto.

6. The lessee/Sub-lessee(s) may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by

LESSOR

LESSEE

For SUPERTECH LIMITED

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 Lessee/Sub-lessee(s) 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 Lessee/Sub-lessee(s) 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 unauthorised 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.

-LESSOR

or

LESSEE

or SUPERTECH LIMITED

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.

TRANSFER OF PLOT

Without obtaining the completion certificate the lessee/ 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 30.09.2010 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 10,000 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 Lessee/sub-lessee.
- (iv) The sub-lessee 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 Lessee/ 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.

LESSOR

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LESSEE

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

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

The Lessee/Sub-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 deviations as aforesaid.

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

LIABILITY TO PAY TAXES

The Lessee/Sub-lessee 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 or on the building constructed thereon, from time to time.

LESSOR

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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

- The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
- 2. The Lessee Sub-lessee 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 condition according to the convenience of the inhabitants of the place.
- 3. The Lessee/Sub-lessee(s) 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.

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SUPERTECH LIMITED

- 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 lessee/sub-lessee(s) shall make such arrangements as are necessary for the maintenance of the buildings 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 lessee/sub-lessee(s). The lessee/sub-lessee(s) 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 lessee/sub-lessee(s). 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.
- Default on the part of the Lessee/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 Lessee/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

LESSOR

For

OF SUPERTECH LIMITED

the Lessor with structure(s) thereon, if any, and the Lessee/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.

5. If the allotment is cancelled on the ground mentioned in para 1 above, the entire amount deposited by the Lessee/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

- 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 and approved by the Lessor.
- 2. That the Lessee has executed indemnity bond dated 06.10.2010 in favour of the Lessor against any loss or cost or damage that could be caused to the Lessor for execution of the lease deed of Plot No.GH-01/A Sector-74, NOIDA (Area 2,00,000 sq.mtr.) on the stamp papers Rs.26,20,05,000/- purchased in the name of M/s Supertech Realtors Pvt. Ltd. in favour of the M/S SUPERTECH LTD.
- 3. That in case of any adverse orders/remarks or impounding of documents i.e. Lease Deed by the Registering Authority or any other Authority/Govt., all responsibilities and liabilities shall be of LESSEE.
- That the LESSEE shall not claim any benefit of the name of M/s Supertech Realtors Pvt. Ltd. In respect of sub divided group housing plot No.GH-01/A, Sector-74, NOIDA.

LESSOR

LESSEE

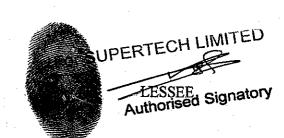
- 5. That in reference to the letter No. 417/स0म0नि0/पी0ए0/2010 दिनांक 05.10.2010 of the AIG(Stamp)-I, Distt. Gautam Budh Nagar (copy enclosed) it is being mentioned that the stamp of Rs.26,20,0500/- has been purchased by the Lessee.
- 6. In case of any clarification or interpretation regarding these terms and conditions, the decision of the Lessor shall be final and binding on all concerned.
- 7. 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 Lessee/sublessee(s) to undertake the activities in pursuance of the executed lease deed/sub-lease deed, the deposits depending on the stages of payments, will be refunded without any interest.
- 8. If the Lessee/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 Lessee/Sub-lessee to remove the nuisance within a reasonable period, failing which the Lessor shall itself get the nuisance removed at the Lessee's/Sub-lessee's cost and charge damages from the Lessee/Sub-lessee for the period of subsistence of the nuisance.
- Any dispute between the Lessor and Lessee/ Sub-Lessee(s) 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
- 10. The Lease Deed/Sub-Lease Deed 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.
- 11. 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.

LESSOR

For SUPERTECH LIMITED

- 12. The Lessee/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 the tax/charges.
- 13. Dwelling unit flats shall be used for the residential purpose only. Default, if any, renders the lease/sub-lease liable to cancellation and the Lessee/sub-lessee will not be paid any compensation thereof.
- 14. Other buildings earmarked for community facilities can not be used for the purposes other than the community requirements.
- 15. All arrears due to the Lessor/lessee/sub-lessee would be recoverable as arrears of land revenue.
- 16. The Lessee/sub-lessee shall not be allowed change his role, otherwise the lease/sub-lease shall be cancelled and entire money deposited shall be forfeited.
- 17. 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 lessee/sub-lessee(s).
- 18. 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 allottee without any interest.

LESSOR



19. All other terms and conditions of the Brochure of the Scheme and the Allotment Letter will be applicable and binding upon the Lessee / Sub 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. Kailesh Choud Slo Vai Kishan PloMamura Noide

For SUPERTECH LIMITED

Signed and delivered for and on behalf of LESSOR

For and on behalf of the LESSEE Authorised Signal S

2. Samshad Ali 90 Mukhtyan Ali RfOA-720, Mayor Viherr-3 Delhi

3 Sandedo kumat do Hardsh chond, Rb Radaspur, Marida.

Certified that this true and extract copy of the original in all respect.

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LESSOR

SUPERTECH LIMITED

Authorised Signatory

LESSEE

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NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY MAIN ADMINISTRATIVE BUUILDING, SECTOR-VI, NOIDA-201301

Registered/SPEED POST

No. Noida/GHP/GH-2010-(III)/2010/9745 Dated: 17th August, 2010

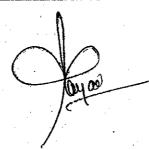
CONSORTIUM CONSISTING OFM/S SUPERTECH LTD. (LEAD MEMBER)
M/S AJNARA INDIA LTD. (RELEVANT MEMBER)
3RD FLOOR, SHOPPRIX MALL,
C-134B, SECTOR-61,
NOIDA.

Subject: Allotment of Group Housing Plot No. GH-01, Sector - 74, NOIDA under Group Housing Scheme GH 2010(III)

Dear Sir,

In continuation of this Office letter No NOIDA / GHP /GH-2010(III)/2010/9295 Dated 22.06.2010, Group Housing Plot No. GH-01, Sector-74, NOIDA, Measuring 2,49,410.00 Sq.mtrs. is allotted to you as per terms and conditions mentioned in the brochure of the scheme and as per details given below:-

1	Allotted Plot No/Sector	GH-01, Sector-74
2.	Plot area in Sqm.	2,49,410.00 Sq.mtrs.
3	Rate of plot as per your accepted Financial Bid (per Sqm.)	₹. 23,604.00
4	Total Premium of the plot	₹. 588,70,73,640.00
5.	Reservation Money equivalent to 5% of the total premium after adjustment of Registration Money of Rs. Ten Crores submitted along with Tender Application, already deposited and the balance Reservation Money ₹. 19,43,53,682.00 deposited vide challan No. 21022, 21021, 21023 & 21019 dated 28.06.2010, subject to realization D Draft / Pay order	₹. 29,43,53,682.00
6.	Allotment money (equivalent to 5% of the total premium) Payable with in 60 days from the date of issue of this letter.	₹. 29,43,53,682.00



7. There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% 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 90% premium of the plot along with interest will be paid in 16 half yearly instalments along with interest.

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

You are requested to deposit the balance allotment money equivalent to 5% of the premium i.e. ₹. 29,43,53,682.00 (Rupees Twenty Nine Crore Forty Three Lac Fifty Three Thousand Six Hundred Eighty Two only), through demand draft in favour of NOIDA payable at Delhi /New Delhi/Noida within 60 days from the date of issue of this allotment letter. You are also requested to form the SPC duly registered in ROC and also submit the Memorandum of Article of Association of SPC, List of Directors and Shareholders duly certified by CA and Board of Director's Resolution of Constituted Special Purpose Company.

The allottee shall also deposit due stamp duty i.e. ₹. 32,67,33,000.00+Rs. 50.00 for lease deed in treasury of District Gautam Budh Nagar and should produce a certificate to that effect in Group Housing Department Noida within 90 days from the issue of formal allotment letter. The above amount of stamp duty is subject to confirmation from the Office of the Sub – Registrar, Noida at the time of registration of the Lease Deed.

There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% 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 90% premium of the plot ₹. 529,83,66,276.00 along with interest will be paid within next 8 years in the following manner:-

SL NO	DUE DATE	INSTALMENT (in Rs.)	INTEREST (in Rs)	TOTAL (in Rs.)
1	16.02.2011		291410146	291410146
2	16.08.2011		291410146	291410146
3	16.02.2012		291410146	291410146
4	16.08.2012	NA COL	291410146	291410146
5	16.02.2013	331147893	291410160	622558053
6	16.08.2013	331147893	273197025	604344918
7	16.02.2014	331147893	254983890	586131783
8	16.08.2014	331147893	236770755	567918648
9	16.02.2015	331147893	218557620	549705513
10	16.08.2015	331147893	200344485	531492378



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16.02.2016	331147893	182131350	513279243
16.08.2016	331147893	163918215	495066108
16.02.2017	331147893	145705080	476852973
16.08.2017	331147893	127491945	458639838
16.02.2018	331147893	109278810	440426703
16.08.2018	331147893	91065675	422213568
16.02.2019	331147893	72852540	404000433
16.08.2019	331147893		385787298
16.02.2020	331147893		367574163
16.08.2020			349361028
	16.02.2017 16.08.2017 16.02.2018 16.08.2018 16.02.2019 16.08.2019 16.02.2020	16.08.2016 331147893 16.02.2017 331147893 16.08.2017 331147893 16.02.2018 331147893 16.08.2018 331147893 16.02.2019 331147893 16.08.2019 331147893 16.02.2020 331147893	16.08.2016 331147893 163918215 16.02.2017 331147893 145705080 16.08.2017 331147893 127491945 16.02.2018 331147893 109278810 16.08.2018 331147893 91065675 16.02.2019 331147893 72852540 16.08.2019 331147893 54639405 16.02.2020 331147893 36426270

A. SPECIAL TERMS AND CONDITIONS OF ALLOTMENT:

(i) Since the tender was submitted by a Consortium therefore the members of the special purpose company will be as under:-

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/S SUPERTECH LTD.	80%	LEAD MEMBER
2	M/S AJNARA INDIA LTD.	20%	RELEVANT MEMBER

B. GENERAL TERMS AND CONDITIONS:

- (i) In case of partnership firm the following should be enclosed:
 - i. a certified copy of duly registered partnership deed
 - ii. certificate issued by Registrar of Firms'

In case of company the following should be enclosed:

- i. list of directors duly certified by the Statutory Auditors/ Chartered Accountant
- ii. list of share holders with number of allotted shares duly certified by the Statutory Auditors/ Chartered Accountant
- iii. copy of its Memorandum and Articles of Association
- (ii) In case of a consortium:
 - a) Members of consortium will have to specify one Lead Member who alone shall be authorized to correspond with the NOIDA. Lead member should be the single largest shareholder having at least 30% share in the consortium. The shareholding of the lead member in the consortium shall remain at least 30% till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Noida. Each member of the consortium with equity stake of at least 05% will be considered as the "relevant member". The Lead Member of the consortium must necessarily be a Firm/Company registered in India with the appropriate statutory Authority.

- b) The lead member and the relevant members should jointly qualify the minimum requirement of net worth, solvency, turnover and experience. In case the tenderer is a consortium, then the qualifications of the holding company(ies) of the lead member and the relevant members or their subsidiary companies shall also be considered as the qualifications of the tenderer.
- c) In case of a Consortium, the members shall submit a Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation. MOA should be submitted in original duly registered/notarized with appropriate authority.
- d) The members shall submit a registered/notarized Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme, and in case the plot is allotted to them, to form Special Purpose Company(ies) ', hereinafter called SPCs, that will subsequently carryout all its responsibilities as the allottee. The registered MOA must specify the equity shareholding of each member of the Consortium in the proposed SPCs. The SPCs must necessarily be Firm(s)/Company(ies) registered in India with the appropriate statutory Authority. The allottee and in the case of consortium, the lead member and/or the relevant member and/or SPC(s) incorporated by them, put together, will have to to construct on their own a minimum of 30% of the total permissible FAR on allotted area. In case of a consortium, the responsibility of construction this 30% of the total permissible FAR shall be clearly specified in the MOA submitted by the consortium alongwith bid document. The allottee and the members of the consortium shall have the option to sub lease a maximum of 70% of the land allotted to them as per the arrangements specified by them in the MOA.
- e) Execution of more than one lease deeds can be made by sub-dividing the plot in favour of the lead member and/or the relevant member(s) and/or Special Purpose Company(ies) (SPCs) formed by them, which should be firm(s) or incorporated company(ies) registered in India. However, the area of each of such sub-divided plot proposed for execution of lease deed, as described above, should not be less than 10,000 sq. mtrs. and the said sub-division should be in accordance with the planning norms of the NOIDA.
- (iii) Lessee can change the name of the executing company(ies)/body corporate(s) within 60 days from the date of acceptance of the tender after taking prior permission from the NOIDA.
- (iv) However, the lessee/Sub-lessee(s) will be allowed to transfer up to 49% of its shareholding, subject to the condition that in case of a consortium, the original "Relevant Members" and the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding in their respective SPCs and the shareholding of the "Lead Member" in his SPC shall remain at least 30% till the temporary occupancy/completion certificate of at least one phase of the project is obtained from the NOIDA.

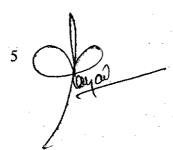
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C. PAYMENT

- 1. All payments should be made through a demand draft/pay order drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/Noida. The tenderer/allottee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.
- 2. In case of default in depositing the instalments or any payment, interest @ 14% compounded half yearly shall be leviable for the defaulted period on the defaulted amount.
- 3. Premium referred to in this document means total amount payable to the NOIDA for the allotted plot.
- 4. All payments should be remitted by due date. In case the due date is a bank holiday, then the allottee should ensure remittance on the previous working day.
- 5. In case of default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'D' of this letter.
- 6. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted first towards the lease rent payable and then the premium due.
- 7. Lease Rent shall be paid in accordance with Clause 'H' of this Allotment Letter.

D. EXTENSION OF TIME

- 1. Normally extension for depositing the reservation money, and the allotment money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned therein, the NOIDA may grant a maximum of 30 days extension to deposit the reservation money/allotment money, subject to the payment of interest @ 14% (11% normal interest + 3% penal interest) per annum compounded half yearly, on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled, alongwith the forfeiture of the full Registration money. However, in exceptional circumstances, the time for the payment of the balance due amount may further be extended by the NOIDA for a reasonable period, but in such cases of time extension, interest @ 17% per annum compounded half yearly, shall be charged on the outstanding amount for such extended period.
- 2. Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to a maximum of three (3) such extensions during the entire payment schedule.
- 3. 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.



E. AREA

The area of the plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variations. The applicable rate of allotment of additional area shall be the accepted tender rate for the original plot plus simple interest @12% from the date of allotment or the reserve price or the accepted tender rate for the Group Housing Plots in the relevant sector or the nearby area, at the time of communication about the additional land, whichever is higher. Payment of premium and the lease rent of the additional land will be made as per the terms & conditions applicable to the land initially allotted.

F. AS IS WHERE IS BASIS AND THE LEASE PERIOD

The plots will be accepted by the allottee on an "As is where is" basis on lease for a period of 90 years, starting from the date of execution of the lease deed.

G. SURRENDER

The request for surrender of plot will only be considered prior to the decision of cancellation by the NOIDA and as per the following provisions:

- 1. In case of surrender before the issue of the acceptance letter, 50% of the registration money shall be forfeited.
- 2. In case of surrender after the deposit of reservation money, but before the date of deposit of the allotment money, 100% of the registration money shall be forfeited, and any deposit over and above the registration money may be refunded without any interest.
- 3. In case of surrender after the deposit of the allotment money but before the execution of the lease deed, full amount of the registration money and any deposit over and above the registration money shall be forfeited.
- 4. Surrender after execution of the lease deed shall not be allowed.
- 5. The date of surrender in the above case shall be the date on which such application is actually received at the NOIDA's office. No subsequent claim on the basis of postal delay, etc., will be entertained.

H. LEASE RENT

In addition to the premium of the plot, the Lessee/Sub-lessee shall have to pay yearly lease rent in the manner given below:

- (i) The lease rent will be 1% Per Annum 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 the lease deed and thereafter, every year, on or before the last date of the previous financial year.
- (iv) Delay in payment of the advance 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 lessee will have the option to pay lease rent equivalent to 11 years @1% per year i.e. equivalent to 11% of the total premium of the plot as "One Time Lease Rent" unless the NOIDA 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 allottee has paid the earlier lease rent due and lease rent already paid will not be adjusted in the "One Time Lease Rent" option.

I. POSSESSION

- 1. Possession of allotted land will be handed over to the Lessee/Sub-lessee(s) after execution and registration of lease deed/sub lease deed(s) for the same.
- 2. Execution and registration of lease deed/sub lease deed(s) can be done only after a minimum payment of 10% of the total premium of the relevant area of the plot and payment of one year lease rent in advance for the same has been done.
- 3. The Lessee/Sub-lessee(s) will be authorized to develop and market the flats on this land only after the lawful possession of the land is taken over by the lessee/Sub-lessee(s).
- 4. The lessee shall prepare the detailed layout plan for the entire plot and submit it for the approval of the NOIDA.
- 5. The internal development of the total plot shall be the full responsibility of the lessee and it shall be carried out as per the lay-out plan approved by the NOIDA.
- 6. The Lessee/sub-lessee(s) shall have to execute sub-lease(s) in favour of the individual allottees for the developed flats in the form and format as prescribed by the NOIDA.
- 7. The Lessee/ sub-lessee(s) as well as the allottees shall have to follow the rules and regulations as prescribed in respect of leasehold properties and shall have to pay the charges as per the rules of the NOIDA and the Government of Uttar Pradesh, as applicable.
- 8. Every sale done by the Lessee/ sub-lessee(s) shall have to be registered before the physical possession of the property is handed over to the individual allottee(s).
- The lessee/sub-lessee(s) shall submit list of individual allottees of flats within 6 months from the date of obtaining the occupancy certificate.
- 10.Without obtaining the temporary occupancy/completion certificate, the lessee/ sub-lessee(s) shall have the option upto 30.09.2010 or till the extended date, if any, to divide the allotted plot and to sub-lease the same with the prior approval of the NOIDA on payment of transfer charges @ 2% of the allotment rate. However, the area of each of such sub-divided plots should not be less than 10,000 sq. mtrs and those sub-divided plots should be as per the planning norms of the NOIDA.

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J. EXECUTION OF SUB LEASE DEED

- 1. The allottee and in case of a consortium, the lead member and the relevant members and/or the SPCs incorporated by them put together, will have to construct on its own a minimum of 30 percent of the total permissible FAR on the allotted area.
- 2. The allottee shall have option to sub-lease a maximum of 70 percent of the allotted land.
- 3. After the approval of the lay-out plan by the NOIDA, the lessee shall have the option to sub-lesse portions of land earmarked for group housing, subject to minimum plot size of 20,000 Sqm. and adherence to the planning norms of the NOIDA, after prior approval from the NOIDA.
- 4. The Lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street-lighting, etc. in that area is in progress.
- 5. The Lessee shall have to execute the sub-lease deed in favour of the Sub-Lessee in the form and format as prescribed by the NOIDA.
- 6. On execution of such sub-lease deed(s), the sub-lessee(s) will be bound to comply with the provisions of payment of proportionate share of the lease premium, lease rent and all other charges payable to the NOIDA in the proportionate share of the land area so sub-leased. Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed /sub-lease deed/ scheme shall not be automatically considered as default of the Lessee. The NOIDA shall be entitled to take any action against the sub-lessee as well, including cancellation of the sub-lease and forfeiture of the premium etc. as per the
- 7. The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats in favour of the individual allottee(s):

terms and conditions of this allotment letter and the scheme.

- i. Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate/ occupancy (completion) certificate of the constructed flats on the allotted plot from the Building Cell of the NOIDA as mentioned in clause-M of this document.
- ii. Lessee/ sub-lessee(s) shall submit "No Dues Certificate" in accordance with the payment schedule specified in the Lease Deed/sub-lease deed from the Accounts Department (Residential) of the NOIDA.

K. INDEMNITY

The Lessee/Sub-lessee(s) shall execute an indemnity bond, indemnifying the NOIDA against all disputes arising out of:

- 1. Non-completion of Project.
- 2. Quality of construction
- Any legal dispute arising out of allotment /lease/Sub-lease(s).

The Lessee shall wholly and solely be responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and services till such time, alternate agency for

3 January

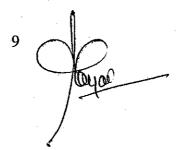
such work / responsibility is identified legally by the Lessee. Thereafter the agency appointed by the Lessee will be responsible to the NOIDA for the maintenance of the service to the constructed flats / building.

L. DOCUMENTATION

The allottee shall deposit due stamp duty of ₹. 32,67,33,000.00 + Rs.50.00 for execution and registration of Lease Deed in the Treasury of Distt. Gautam Budh Nagar and should produce a certificate to that effect in the Group Housing Department of the NOIDA within 90 days from the date of issue of Allotment Letter. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Authority empowered in this behalf. However in case of delay in execution of lease deed by the allottee, extension can be granted by the NOIDA, at its discretion subject to payment of penalty @ Rs. 10/- for 1000 Sq. Mtrs. per day. The Lessee/Sub-lessee(s) shall be solely responsible to communicate to the allottees of the flats the conditions applicable to them before making any allotment.

M. CONSTRUCTION

- 1. The allottee 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(s) shall be treated as the date of possession. The Lessee/Sub-lessee(s) shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the completion/occupancy certificate 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 lessee/Sub-lessee(s) 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/Sub-lease deed.
- 2. The allottee 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. The process of allowing 1%of the total permissible FAR for convenient shopping on a Group Housing Plot (instead of the present 0.75% of the total plot area) is in progress. This increase shall be allowed on the plots to be allotted under this scheme but the maps for the same shall be approved by the NOIDA only after the approval of the State Government to this amendment.
- 3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. will



be 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 Lessee/Sub-lessee(s).

- 4. Without prejudice to the NOIDA'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 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 Lessee/Sub-lessee(s) does not construct building within the time provided including the extension granted, if any, for the above, the lease deed/sub-lease deed, as the case may be, shall be liable to be cancelled. Lessee/Sub-lessee(s) shall lose all rights to the allotted land and buildings appurtenant thereto.
- 6. The lessee/Sub-lessee(s) may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by the NOIDA phase wise accordingly, enabling them to do phase-wise marketing.

N. NORMS OF DEVELOPMENT

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

40 %
2.75
As per Building Bye-laws
No Limit

O. 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 Lessee/Sub-lessee(s) 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 uptodate dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will submit the following documents:



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

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

Provided that in the event of sale or foreclosure of the mortgaged/charged property, the NOIDA shall be entitled to claim and recover such percentage, as decided by the NOIDA, 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 NOIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The NOIDA'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.

P. TRANSFER OF PLOTS

Without obtaining the completion certificate the lessee/ sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the NOIDA and to transfer the same to the interested parties upto 30.09.2010 or till the extended date, if any, with the prior approval of the NOIDA 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 10,000 sq.mtrs. . However, individual flat will be transferable with prior approval of the NOIDA as per the following conditions:-

- (i) The dues of the NOIDA 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 Lessee/sub-lessee.
- (iv) The sub-lessee 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 Sublease/Lease Deed to be executed on the request of the Lessee/ sub-lessee to the NOIDA 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 NOIDA.

11

(vi) Rs. 1000/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.

Q. MISUSE, ADDITIONS, ALTERATIONS ETC.

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

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

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

R. LIABILITY TO PAY TAXES

The Lessee/Sub-lessee 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 or on the building constructed thereon, from time to time.

S. OVERRIDING POWER OVER DORMANT PROPERTIES

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

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Ť. MAINTENANCE

- 1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
- 2. The Lessee/Sub-lessee 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 condition according to the convenience of the inhabitants of the place.
- 3. The Lessee/Sub-lessee(s) shall abide by all regulations, Bye-laws, Directions and Guidelines of the NOIDA 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 the NOIDA, the NOIDA shall have the right to impose such penalty as it may consider just and expedient.
- 5. The lessee/sub-lessee(s) shall make such arrangements as are necessary for the maintenance of the buildings and common services and if the buildings are not maintained properly the NOIDA will have the power to get the maintenance done through any other agency and recover the amount so spent from the lessee/sub-lessee(s). The lessee/ sub-lessee(s) 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 lessee/sub-lessee(s). No objection to the amount spent for the maintenance of the buildings by the lessor shall be entertained and decision of the NOIDA in this regard shall be final.

U. CANCELLATION OF LEASE DEED AND SUB-LEASE DEED.

In addition to the other specific clauses relating to the cancellation, the NOIDA 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 Lessee/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.

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- 4. If at the same time of such cancellation, the plot is occupied by the Lessee/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 NOIDA with structure(s) thereon, if any, and the Lessee/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.
- 5. If the allotment is cancelled on the ground mentioned in para U(1) above, the entire amount deposited by the Lessee/sub-lessee, till the date of cancellation shall be forfeited by the NOIDA and no claim whatsoever shall be entertained in this regard.

V. OTHER CLAUSES

- 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 NOIDA.
- 2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the NOIDA shall be final and binding on all concerned.
- 3. If due to any "Force Majeure" or such circumstances beyond the control of the NOIDA, the NOIDA is unable to make allotment or facilitate the Lessee/sub-lessee(s) to undertake the activities in pursuance of the executed lease deed/sub-lease deed, the deposits depending on the stages of payments, will be refunded without any interest.
- 4. If the Lessee/sub-lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period, failing which the NOIDA shall itself get the nuisance removed at the Lessee's/Sub-lessee's cost and charge damages from the Lessee/Sub-lessee for the period of subsistence of the nuisance.
- 5. Any dispute between the NOIDA and Lessee/ Sub-Lessee(s) 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/Sub-Lease Deed 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 NOIDA 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.
- 8. The Lessee/Sub-lessee shall be liable to pay all taxes/ charges leviable from time to time by the NOIDA or any other Authority duly empowered to levy the tax/charges.

14

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY MAIN ADMINISTRATIVE BUUILDING, SECTOR-VI, NOIDA-201301

Registered/Speed Post
No. Noida/GHP/GH-2010-(III)/2010/ (0 8 5
Dated: 29 SEPTEMBER, 2010

CONSORTIUM CONSISTING OF-M/S SUPERTECH LTD. (LEAD MEMBER) M/S AJNARA INDIA LTD. (RELEVANT MEMBER) 3RD FLOOR, SHOPPRIX MALL, C-134B, SECTOR-61, NOIDA.

Subject: SUB-DIVISION OF GROUP HOUSING PLOT NO. GH-01, SECTOR -74 NOIDA ALLOTTED UNDER GROUP HOUSING SCHEME CODE- GH-2010-(III) IN FAVOUR OF LEAD MEMBER M/S SUPERTECH LTD.

Dear Sirs,

Kindly refer to your letter dated 24.09.2010 on the subject mentioned above. In this connection, it is to be informed that in continuation of the Acceptance letter No. NOIDA / GHP /GH-2010-(III) /2010/9295 dated 22.06.2010 and Allotment letter No. NOIDA /GHP/2010-(III)/ GH-2010/9745 dated 17.08.2010, your request for sub-division of Group Housing Plot No. GH-01, Sector-74, NOIDA, Measuring 2,49,410.00 Sq. mtrs. among the members of the consortium has been accepted in principle by the Authority, in accordance with sub-clause 8 (e) of clause-C-ELIGIBILITY of the brochure of the scheme code GH-2010-(III). Accordingly, 2,00,000.00 sq. mtrs. area (out of 2,49,410.00 sq. mtrs.) bearing Plot No.GH-01/A Sector-74 is sub-divided and allotted in favour of Lead Member namely M/S SUPERTECH LTD., as per terms and conditions mentioned in the brochure of the Scheme Code GH-2010-(III) and as per details given below:-

1	Sub-Divided Plot No/Sector	GH-01/A, Sector- 74
2.	Plot area of Sub-Divided plot in Sqm.	2,00,000.00 Sq Mtrs
3	Rate of plot as per accepted Financial Bid (per Sqm.) quoted by your consortium.	₹. 23,604.00
4	Total Premium of the Sub-Divided plot	₹. 472,08,00,000.00





5.	Reservation Money equivalent to 5% of the		
•	total premium to be adjusted against the	₹. 23,60,40,000.00	
	acceptance money ₹.10.00 Crore already		
	deposited by the tenderer/ Proposed Consortium along with the tender as		
	communicated vide this office letter dated		
	22.06.2010. and the balance Reservation		
	Money of ₹.19,43,53,682.00 deposited vide		
	challan No. 21022, 21021, 21023 & 21019		
	dated 28.06.2010 Subject to realization of		
	Demand Drafts.		
6.	Balance Allotment money (equivalent to 5%	₹. 23,60,40,000.00	
	of the total premium) to be adjusted against	(·σ,σσ,+σ,σσσ.σσ	
	the balance allotment money already		
,	deposited by the tenderer /Proposed		
	Consortium against this office letter dated		
	17.08.2010. vide challan no. 21060, 21040 &		
	21061 dated 25.08.2010, 25.08.2010 &		
	26.08.2010, respectively, amounting to ₹.		
	29,43,53,682.00 subject to realization of		
	Demand Drafts.		
7.	There shall be moratorium of 24 months from	the date of allotment i.e.	
	17.08.2010 and only the interest @ 11% per annum compounded half		
ļ	yearly, accrued during the moratorium period.	shall be payable in equal.	
	half yearly instalments. After expiry of morato	orium period, the balance	
	I MILYA DEGENILIM AT THA BLANCA ALABA		

90% premium of the plot along with interest will be paid in 16 half yearly instalments along with interest.

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

In super session of earlier communication dated 17.08.2010, you will deposit due stamp duty i.e. ₹. 26,20,05,000.00 + ₹.50.00 for lease deed in treasury of District Gautam Budh Nagar and should produce a certificate to that effect in Group Housing Department Noida in terms of allotment letter i.e. 17.08.2010 and terms and conditions of the brochure of the Scheme Code GH-2010-(III) i.e. by 15.11.2010. The above amount of stamp duty is subject to confirmation from the Office of the Sub – Registrar, Noida at the time of registration of the Lease Deed. The lease rent applicable for the sub-divided plot No.GH-01/A, Sector-74 shall be payable as per terms and conditions of the brochure and allotment on the premium as shown in Colmn.4 of the above table.

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There shall be moratorium of 24 months from the date of allotment i.e. 17.08.2010 and only the interest @ 11% 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 90% premium i.e ₹.424,87,20,000.00 of the plot along with interest will be paid in 16 half yearly instalments in the following manner:-

SL	DUEDATE	DIOTALBURA	T**********	T ****
	DUE DATE	INSTALMENT	INTEREST	TOTAL
NO		(in ₹ .)	(in ₹.)	(in ₹.)
1	16.02.2011		233679600	233679600
2	16.08.2011		233679600	233679600
3	16.02.2012		233679600	233679600
4	16.08.2012		233679600	233679600
5	16.02.2013	265545000	233679600	499224600
6	16.08.2013	265545000	219074625	484619625
7	16.02.2014	265545000	204469650	470014650
_8	16.08.2014	265545000	189864675	455409675
9	16.02.2015	265545000	175259700	440804700
10	16.08.2015	265545000	160654725	426199725
11	16.02.2016	265545000	146049750	411594750
12	16.08.2016	265545000	131444775	396989775
13	16.02.2017	265545000	116839800	382384800
14	16.08.2017	265545000	102234825	367779825
15	16.02.2018	265545000	87629850	353174850
16	16.08.2018	265545000	73024875	338569875
17	16.02.2019	265545000	58419900	323964900
18	16.08.2019	265545000	43814925	309359925
19	16.02.2020	265545000	29209950	294754950
20	16.08.2020	265545000	14604975	280149975

<u>SPECIAL/ADDITIONAL TERMS AND CONDITIONS OF SUB- DIVISION /ALLOTMENT:</u>

(i) Since the sub-division of the plot No. GH-01, Sector-74, NOIDA has been approved as GH-01/A, Sector-74, NOIDA, admeasuring 2,00,000.00 Sq Mtrs in favour of M/S SUPERTECH LTD., therefore the Directors/ Shareholders of the company are as under, as per the details provided with your letter dated 24.09.2010:-

LIST OF DIRECTORS

SL. NO.	NAME	RESIDENCE ADDRESS
1	SHRI R.K. ARORA	C-1/10, SECTOR-36, NOIDA



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2	SMT. SANGITA ARORA	C-1/10, SECTOR-36, NOIDA
3	SHRI ANIL KR. SHARMA	446, GALI NO. 7, EAST BABARPUR, SHAHDARA, DELHI-110032
4	SHRI R.K. ANAND	HOUSE NO. 303, NEW RAJENDRA NAGAR, NEW DELHI
5	SHRI MOHIT ARORA	
6	SHRI G.L. KHERA	B-1/597-B, JANAKPURI, NEW DELHI- 110058
7	SHRI L.S. ARORA	153-A, R M SECTOR-II, SAHIBABAD, GHAZIABAD
8	SHRI VIKAS KANSAL	

LIST OF SHAREHOLDERS

SL.	NAME OF MEMBERS/ SHAREHOLDER	% AGE OF
NO.		SHAREHOLDING
1	SHRI R.K. ARORA	6.42 %
2	SMT. SANGITA ARORA	10.54 %
3	SHRI K.G.ARORA	0.16 %
4	SHRI L.S. ARORA	0.50 %
5	SMT. RAJNI SHARMA	0.0001 %
6	M/s R.K. ARORA & SONS (HUF)	9.01 %
7	SHRI ANIL KAPOOR	0.12 %
8	M/s K.G. ARORA & SONS (HUF)	4.76 %
9	M/s L.S. ARORA & SONS (HUF)	5.63 %
10	SMT. KAPOORI DEVI	0.88 %
11	M/s RAJEEV ARORA & SONS (HUF)	1.19 %
12	M/s SANJAY ARORA & SONS (HUF)	1.08 %
13	M/s SUPERTECH ESTATE (P) LIMITED	20.59 %
14	SHRI MOHIT ARORA	1.52 %
15	M/s SUPERTECH REAL TECH (P) LTD.	34.13 %
16	M/S SUNLIGHT BUILDWELLS PRIVATE LIMITED	3.47 %

- (ii) A separate application for sanction of Building Plans shall be submitted by the allottee/lessee to the NOIDA for the sub divided plot no.GH-01/A Sector-74, NOIDA for an area of 2,00,000.00 sq. mtrs.
- (iii) The ground coverage, FAR, Set Back, Height, Green Area and Parking shall be allowed as per terms and conditions of brochure/ allotment /lease deed and the Building Regulations and Bye-laws of the NOIDA.

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- (iv) Lease deed for plot No.GH-01/A, Sector-74, NOIDA shall be executed and registered, separately and the possession of the same shall be handed over thereafter, in accordance with clause Q. DOCUMENTATION of the brochure of Scheme Code GH-2010-(III).
- (v) The allottee/lessee shall be required to complete the project in the specified period and shall obtain the completion certificate from the Building Cell of the NOIDA, as prescribed in the terms and conditions of brochure of the scheme/allotment/lease deed/building-bye laws.

The above permission is being issued with the approval of competent authority and all other remaining terms and conditions of the brochure of the Scheme Code-GH-2010-(III) and allotment letter No. NOIDA / GHP/2010-(III) /2010/9745 dated 17.08.2010, shall be applicable.

Yours faithfully,

ASSTT. GENERAL MANAGER (GHP)

Copy to: -

1. Chief Project Engineer, NOIDA along with a photocopy of the approval of the competent authority

2. Chief Architect Planner, NOIDA along with a photocopy of the approval of

the competent authority.

3. Concerned Project Engineer-I, NOIDA along with a photocopy of the approval of the competent authority and a copy of the proposed layout plan, duly divided, with the request to provide a copy of the site plan of divided plot No.GH-01/A & GH-01/B Sector-74.

4. Accounts Officer, GHP, NOIDA along with a photocopy of the approval of

∕the competent authority.

5. M/S SUPERTECH LTD., 1114, 11TH FLOOR, HAMKUNT CHAMBER, 89, NEHRU PLACE, DELHI-110019.

Enclosed: As above.

ASSTT. GENERAL MANAGER (GHP)

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