

9-8806/11

भारतीय नैर न्यायिक

बीस रुपये

रु. 20

RS. 20



MUKESH KUMAR SHARMA
R.Com., I.L.B. Advocate

N JUDICIAL

उत्तर प्रदेश UTTAR PRADESH
Greater Noida

14AA 257984

Stamp Duty Paid in Cash Certificate in favour of *M/s Gulshan Homz P. Ltd*
4 Dayanand Vihar, Delhi - 82
 In Pursuance of the order of the Collector
 No. *MS. 100* Dated *05/05/11* Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. *1,81,93,650* ~~FW~~ *Rs. One crore Eighty one Lac Ninety Th*
 (in words Rs. *Thirteen and six hundred fifty only* — x — x
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India/
 Treasury/Sub-Treasury of *X.D. 10A*
 by Challan No. *N 25000* Dated *19/05/11*
 a Copy of Which is annexed herewith.
 19/5/2011 *6/2/20*
 Date.....
 Officer-in-Charge
 Treasury
Gautam Budh Nagar

प्रमुख निदेश
प्रदेश नैर न्यायिक

For Gulshan Homz Pvt. Ltd.
Authorized S

LEASE DEED

This Lease Deed made on 19TH day of **MAY, 2011** 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. GULSHAN HOMZ PRIVATE LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at **4, Dayanand Vihar, Delhi-110092** through its Authorised signatory Mr. Manoj Mittal S/o Mr. P.C. Mittal R/o D-5, East Arjun Nagar, Delhi-110032 duly authorized by its Board of Directors vide Resolution dated 18.05.2011 (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 Residential Plots (in case of plotted development) 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 -

1. **M/s AJNARA INDIA LIMITED- LEAD MEMBER**
2. **M/s SUPERTECH LIMITED- RELEVANT MEMBER**
3. **M/s GULSHAN HOMZ PRIVATE LIMITED- RELEVANT MEMBER**
4. **M/s NG INFRACON PRIVATE LIMITED- RELEVANT MEMBER**

the Plot NO. GH-02, SECTOR-16, GREATER NOIDA, area 101336.50 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-04/2011/286 dated 14.01.2011 and Allotment Letter No.PROP/BRS-04/2011/333 dated 04-02-2011 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/bid document of the said Scheme (Scheme Code BRS-04/2010). The registered consortium consists of following :-

S.No.	Name of member	Shareholding	Status
1.	M/s AJNARA INDIA LIMITED	34%	LEAD MEMBER
2.	M/s SUPERTECH LIMITED	19%	RELEVANT MEMBER
3.	M/s GULSHAN HOMZ PRIVATE LIMITED	28%	RELEVANT MEMBER
4.	M/s NG INFRACON PRIVATE LIMITED	19%	RELEVANT MEMBER

For Gulshan Homz Pvt. Ltd.


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ग्रेटर नोएडा प्राधिकरण
LESSOR


Authorised Signatory
LESSEE

Whereas the above registered consortium who jointly qualify for the bid and secured the allotment of said plot being highest bidder. They through its lead member **M/s. Ajnara India Limited** 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.	Plot No.	Sector	Sub Divided area (In sq.m.)	Name of member	Status
1.	GH-02	16	72962.28	M/s. AJNARA REALTECH LIMITED (SPC of M/s AJNARA INDIA LIMITED- LEAD MEMBER, M/s SUPERTech LIMITED- RELEVANT MEMBER & M/s NG INFRACON PRIVATE LIMITED- RELEVANT MEMBER)	SPC
2.	GH-02A	16	28374.22	M/s. GULSHAN HOMZ PRIVATE LIMITED	Relevant Member

Whereas the said registered consortium has given an undertaking dated 19.05.2011 (Copy annexed as Annexure 1 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 aforesaid sub-division vide letter No. Prop/BRS-4-2010/572, dated 18.05.2011 the aforesaid sub-division and name and status of **M/s. GULSHAN HOMZ PRIVATE LIMITED** 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 **Plot No. GH-02A, Sector-16, Greater Noida** measuring 28374.22 square metre (clear area) out of which presently **28357.50 sq.m.** area is being leased through this lease deed.

And it has been represented to the lessor that lessee shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No. GH-02A, Sector-16, Greater Noida measuring an area 28374.22 sq.m. out of which presently only 28357.50 sq.m. (clear area) is being leased through this lease deed. Out of this sub divided area, the lessor is executing lease deed of 28357.50 sq.m. and accordingly consideration is determined. Rest disputed/affected area i.e. 16.72 sq.m. shall be offered for possession after execution of supplementary lease deed to the lessee as and when it becomes clear. For staking claim on this affected area, lessee shall pay the instalments of the entire sub-divided plot area i.e. 28374.22 sq.m., payment plan of which has been provided/sent to them vide lessor's letter dated

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LESSOR

For Gulshan Homz Pvt. Ltd

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LESSEE

18.05.2011. Shareholding conditions on the lessee company shall be applicable on lessee as per clause C-8 and C-10 of the brochure of BRS-04/2010 scheme.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of the 28357.50 sq.m. is **Rs. 32,78,12,700.00** (Rs. Thirty Two Crore Seventy Eight Lac Twelve Thousand Seven Hundred Only) out of which 10% **Rs. 3,27,81,270.00** which have been paid by the Lessee to the Lessor (the receipt whereof 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 installments. After expiry of moratorium period, the balance 90% premium i.e. **Rs. 29,50,31,430.00** of the plot along with interest will be paid in 16 half yearly installments in the following manner :-

<u>Due date</u>	<u>Head</u>	<u>Premium</u>	<u>Interest</u>	<u>Total amount of Instalment</u>	<u>Balance Premium</u>
		Balance 90% premium			
04.08.2011	Instalment No.1	0.00	17701886.00	17701886.00	295031430.00
04.02.2012	Instalment No.2	0.00	17701886.00	17701886.00	295031430.00
04.08.2012	Instalment No.3	0.00	17701886.00	17701886.00	295031430.00
04.02.2013	Instalment No.4	0.00	17701886.00	17701886.00	295031430.00
04.08.2013	Instalment No.5	18439464.00	17701886.00	36141350.00	276591966.00
04.02.2014	Instalment No.6	18439464.00	16595518.00	35034982.00	258152502.00
04.08.2014	Instalment No.7	18439464.00	15489150.00	33928614.00	239713038.00
04.02.2015	Instalment No.8	18439464.00	14382782.00	32822246.00	221273574.00
04.08.2015	Instalment No.9	18439464.00	13276414.00	31715878.00	202834110.00
04.02.2016	Instalment No.10	18439464.00	12170047.00	30609511.00	184394646.00
04.08.2016	Instalment No.11	18439464.00	11063679.00	29503143.00	165955182.00
04.02.2017	Instalment No.12	18439464.00	9957311.00	28396775.00	147515718.00
04.08.2017	Instalment No.13	18439464.00	8850943.00	27290407.00	129076254.00
04.02.2018	Instalment No.14	18439464.00	7744575.00	26184039.00	110636790.00
04.08.2018	Instalment No.15	18439464.00	6638207.00	25077671.00	92197326.00
04.02.2019	Instalment No.16	18439464.00	5531840.00	23971304.00	73757862.00
04.08.2019	Instalment No.17	18439464.00	4425472.00	22864936.00	55318398.00
04.02.2020	Instalment No.18	18439464.00	3319104.00	21758568.00	36878934.00
04.08.2020	Instalment No.19	18439464.00	2212736.00	20652200.00	18439470.00
04.02.2021	Instalment No.20	18439470.00	1106368.00	19545838.00	0.00

For Gulshan Homz Pvt. Ltd.

LESSOR

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LESSEE

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/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.

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.

B. 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

For Gulshan Homz Pvt. Lt

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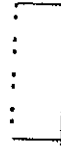
Authorised Signatory

LESSEE

LESSOR

as Group Housing Plot No.GH-02A, SECTOR-16, GREATER NOIDA Distt. Gautam Budh Nagar (U.P.) contained by measurement 28357.50 Sq. mtrs. be the same a little more or less and bounded:

On the North by
On the South by
On the East by
On the West by



As per Lease Plan attached

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 19TH DAY OF MAY 2011 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.

C. THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
 - (i) Lessee has paid **Rs.3278127.00** 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.

LESSOR

For Gushan Housing Pvt. Ltd.

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LESSEE

24.0 M WIDE ROAD

211.49

PLOT NO.-GH-02

136.03

252.33

60.0 M WIDE ROAD

136.18

205.76

PLOT NO.-GH-02

For Gulshan Homz Pvt. Ltd.

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प्रबन्धक निस्तर
ग्रेटर नोएडा प्राधिकरण
AREA = 28374.22 SQM

AREA HANDED OVER LATER = 16.72 SQM

NET AREA = 28357.50 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



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

LEASE PLAN
OF PLOT NO.-GH-02A
SECTOR-16 (RESIDENCIAL)
GREATER NOIDA



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

- (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% p.a. (total 11%) 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) 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

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For Gulshan Homz Pvt. Ltd.

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required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

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

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

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For Gulshan Home

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LESSEE

- 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.

D. NORMS OF DEVELOPMENT

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

Maximum permissible Ground Coverage	As per Building regulation 2010 Greater Noida.
Maximum permissible FAR	2.75
Set backs	As per Building regulation 2010 Greater Noida.
Maximum Height	No Limit

E. 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

For Gulshan Honz...

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LESSEE

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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.

F. 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

For Gulshan Homz

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LESSOR

LESSEE

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.

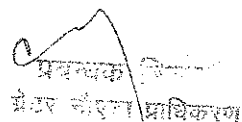
G. TRANSFER OF PLOT

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.
 - (viii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

For Gulshan Homz Pvt. Ltd.


Authorized Signatory

LESSOR


प्रमुख अधिकारी
ग्रेटर नोडा प्रभिकरण

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LESSEE

H. 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.

I. 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.

J. 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.

K. MAINTENANCE

For Gulshan Homz Pvt. Ltd.

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Authorized Signatory

LESSOR

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र. ल. अ. अ. अधिकारी

LESSEE

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 / sub-lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor framed/issued under section 8, 9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of Lessor, the Lessor shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
5. The Lessee/sub Lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer of the Lessor will have power to get the maintenance done through the Lessor and recover the amount so spent from the Lessee/sub Lessee. The Lessee/sub Lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of UP flat ownership act 1975 shall be applicable on the Lessee/sub Lessee. No objection on the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, of the Lessor in this regard shall be final.

L. 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

For Gulshan Homz Pvt. Lt.

Handwritten signature

Authorized Signatory

LESSEE

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 १२ नवंबर २०१८
 प्रमाणित

LESSOR

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.

M. OTHER CLAUSES

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

For Gulshan Hornz Pvt. Ltd.

Mang
Author

LESSOR

[Signature]
प्रमुख अधिकारी
एन. सी. ई. डी. एन. डी. एन. डी.

LESSEE

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 prevalling 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 corrigendum, 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. ~~Arvind~~ *Arvind* *R.S. Shekhawat s/o late Sh. B.S. Shekhawat*
IIA/109, Verkhali, G2B.

For and on behalf of LESSOR
For Gulshan Homz Pvt. Ltd.

2. *Arvabhesh Jain*
S/O Sh. S.C. Jain
B-261, Ramprastha, G2B

Harj
Authorised Signatory
For and on behalf of LESSEE

For Gulshan Homz Pvt. Ltd.

Harj
Authorised Signatory

LESSOR

प्रबन्धक विभाग
ग्रैंटर नोएला प्राधिकरण

LESSEE



उत्तर प्रदेश UTTAR PRADESH

AN 647428

Undertaking

This undertaking is signed and executed at Greater Noida on the 19th day of May, 2011 by -

1. M/s Ajnara India Limited (Name of Lead Member Company), a company formed and existing under the provisions of Companies Act 1956, having its registered office at 502, Sachdeva Tower, Karkardooma, Delhi-92 (hereinafter referred to as the Lead Member i.e. the consortium) through Shri Ashlesh Kumar Gupta, Director of the lead member.
2. M/s Gulshan Homz Pvt.Ltd. (Name of Relevant Member Company) a company formed and existing under the provisions of Companies Act 1956, having its registered office at 4, Dayanand Vihar, Delhi-110092 hereinafter referred to as the Relevant Member of the consortium) through Shri Manoj Mittal, Authorised Signatory of the relevant member.
3. M/s N.G. Infracon Pvt.Ltd. (Name of Relevant Member Company) a company formed and existing under the provisions of Companies Act 1956, having its registered office at 1st Floor, Bhardwaj Bhawan, Kotla Mubarakpur, hereinafter referred to as the Relevant Member of the consortium) through Shri Brijbhushan gupta Authorised Signatory of the relevant member.

For Gulshan Homz Pvt. Ltd.

Manoj

Authorised Signatory

For Gulshan Homz Pvt. Ltd.

Manoj

Authorised Signatory

For AJNARA REALTECH LIMITED

[Signature]

Director

प्रत्यक्ष नि
गैर न्यायिक प्राधिकरण

75

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कम सुख्या

कर्ता अथवा प्राप्ति प्राप्त किया जाना वाला

प्रस्ताव प्रस्तुत करने का दिनांक

9 MAY 2011

या प्राप्ति का नाम

प्रस्ताव

धनराशि

द्विवार्षिक शतक

त्रिवार्षिक शतक

द्विवार्षिक वार्षिक के लिए शतक

प्रस्ताव के अधिप्रमाणिकरण के लिए शतक

प्रति शतक

प्रस्ताव

तारीख

प्रस्ताव करने का दिनांक

9 MAY 2011

जब खर्च प्रतिवर्षिक या त्रिवार्षिक प्रमाणिकरण के लिए शतक

प्रस्ताव करने के लिए तैयार होगा

गुजरात राज्य सरकार

प्रमाणिकरण अधिकारी के हस्ताक्षर

BITS Deline



Supplementary Leave Deed

Plot No. GH-02A

Sector - 16

Allotted to M/s Gulshan Homez
Pvt Ltd.



प्रबंधक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For Gulshan Homez Pvt. Ltd.

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

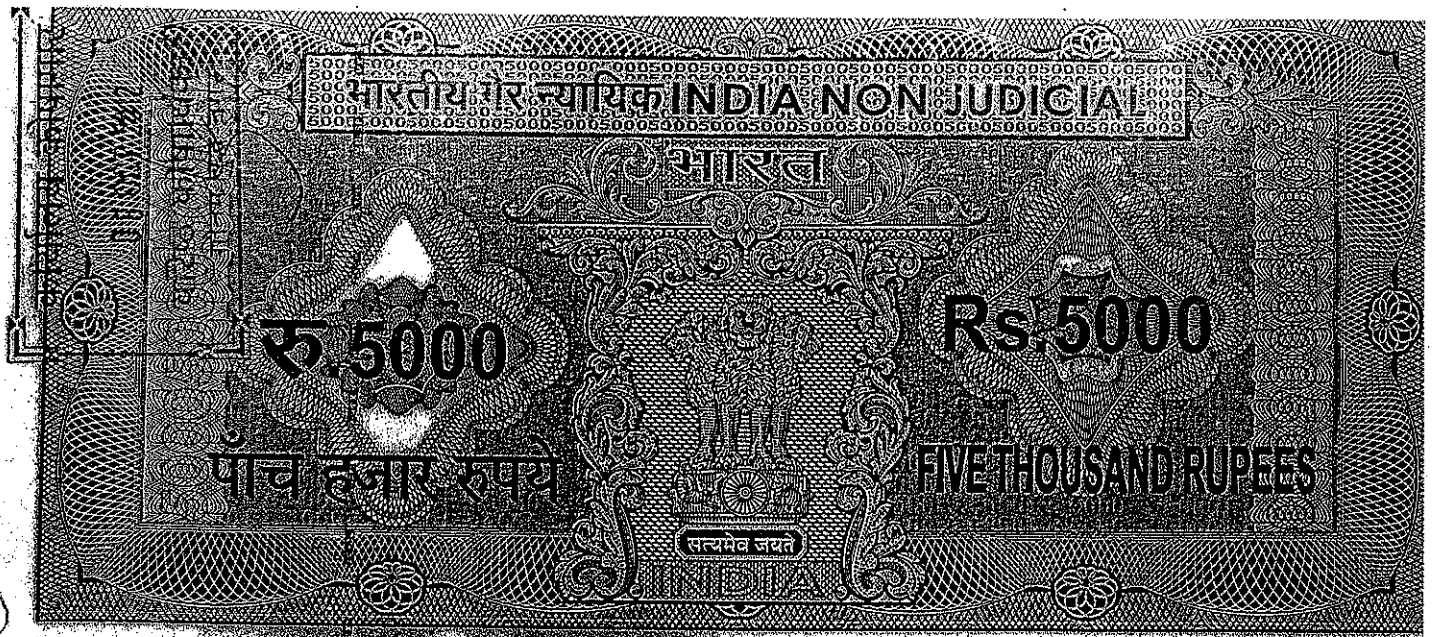
AE 822561

Supplementary Leave Deed

प्रबंधक (दिल्ली)
ग्रेटर नोएडा प्राधिकरण

For Gulshan Homz Pvt. Ltd.

Mamun
Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

AE 822560

Supplementary Lease Deed

प्रबंधक (बिल्डर्स)
प्रेटर नौएडा प्राधिकरण

For Gulshan Hornz Pvt. Ltd.

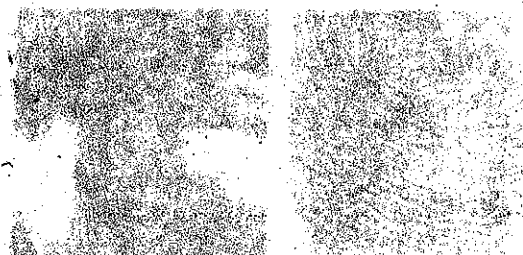
Authorized Signatory



उत्तर प्रदेश UTTAR PRADESH

V 134490

Supplementary Lease Deed



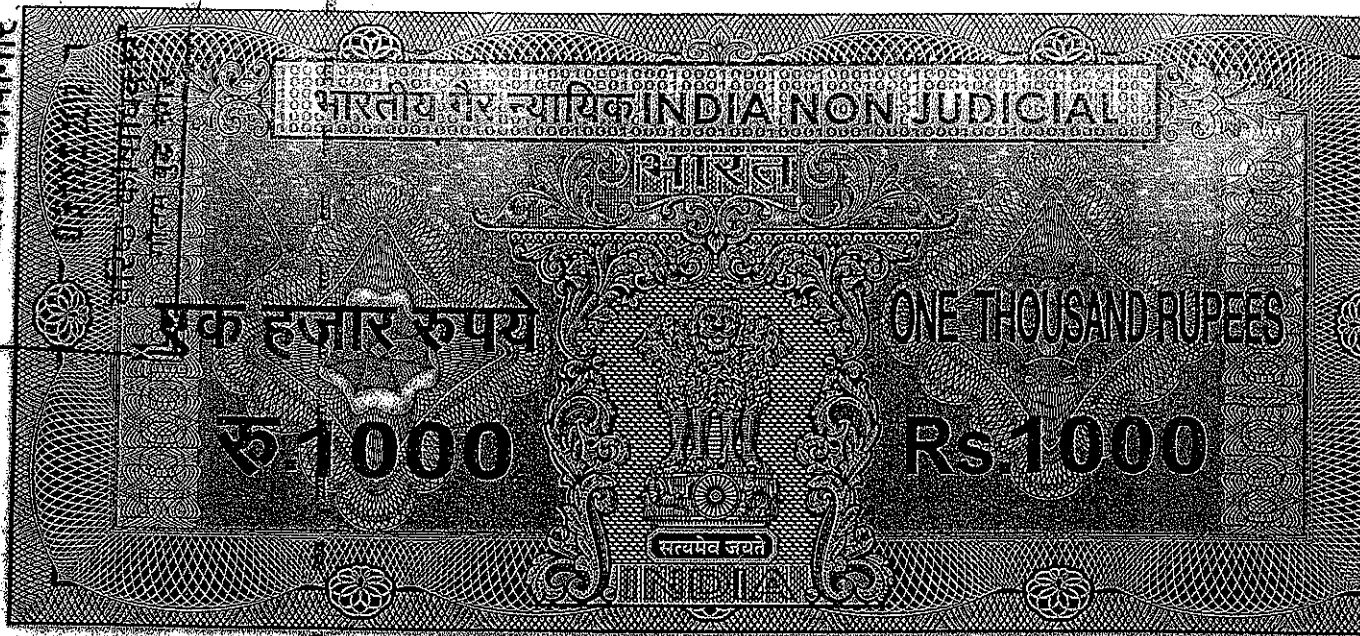
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प्रबंधक (बिल्डिंग्स)
प्रेटर नोएडा प्राधिकरण

For Gulshan Homz Pvt. Ltd.

[Signature]
Authorised Signatory




कार्यालय कोषागार



उत्तर प्रदेश UTTAR PRADESH

V 134492

Supplementary Lease Deed

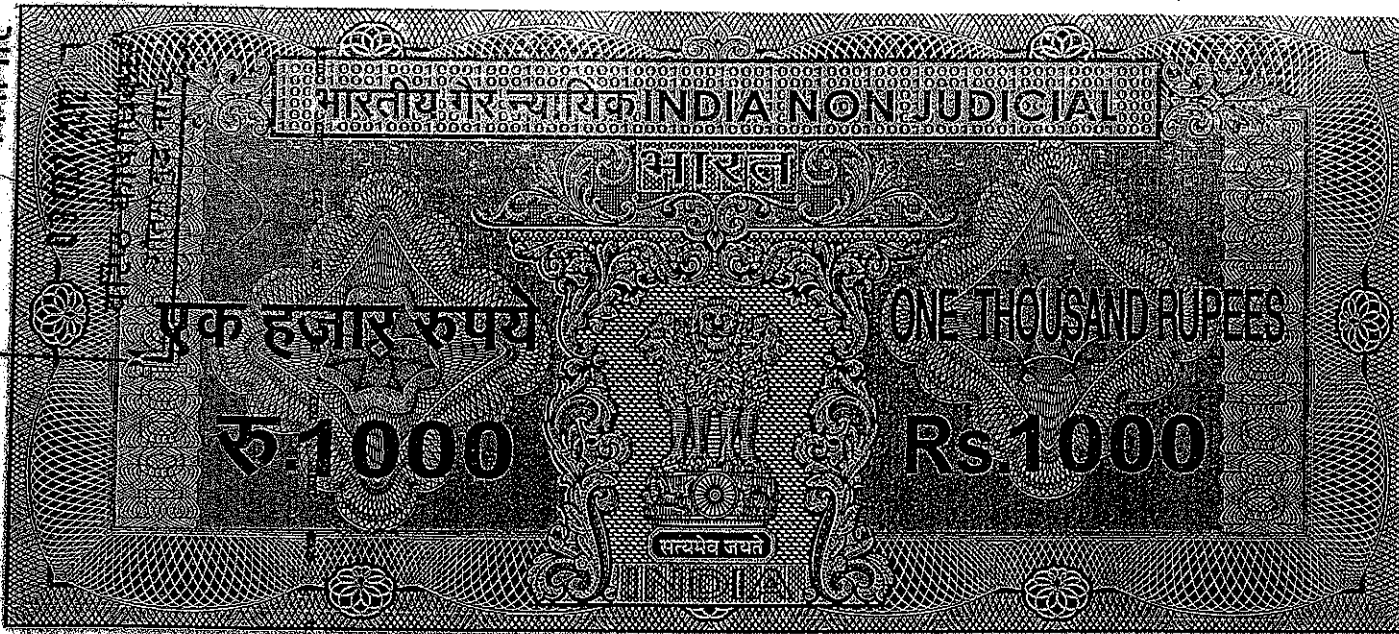

प्रबधक (विर्ल्डस)
ग्रेटर नोएडा प्राधिकरण

For Gulshan Homz Pvt. Ltd.


Authorised Signatory



कार्यालय कोषगार



उत्तर प्रदेश UTTAR PRADESH

V 134491

Supplementary Lease Deed

प्रबंधक (बिल्डिंग्स)
रेटर नॉएल प्रसिक्करण

For Gulshan Homz Pvt. Ltd.

Authorized Signatory





उत्तर प्रदेश UTTAR PRADESH

V 134493

Supplementary Deed

प्रबंधक (बिल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण

For Gulshan Homz Pvt. Ltd.
Mawj
Authorised Signatory



SUPPLEMENTARY LEASE DEED

This Supplementary Lease Deed is made on this 10th day of October 2012 at Greater Noida between;

Greater Noida Industrial Development Authority, a body corporate constituted under section 3 read with section 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the 'Lessor' which expression shall, unless the context does not so admit include its successors and assigns) of the **One Part**

AND

M/s Gulshan Homz Pvt. Ltd., a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at 4, Dayanand Vihar, Vikas Marg, Delhi-110092 through its Authorised Signatory Sh. Manoj Mittal S/o Late Sh. P.C. Mittal R/o D-5, East Arjun Nagar, Delhi-110032, duly authorized in this behalf by its Board of

For Gulshan Homz

Manoj
Authorized Signatory
LESSEE

LESSOR

प्रबंधक (बिल्डींग)
ग्रेटर नोएडा प्राधिकरण



Directors vide Resolution dated 13.08.2012 (hereinafter called 'Lessee') which expression shall unless the context does not so admit include its executors, successors in office, administrators, representatives and permitted assigns) of the **Other Part**.

Through this Supplementary Lease Deed the parties hereto agree completing the original Lease Deed dated 19.05.2011 registered with Sr Registrar, Gautam Budh Nagar, Greater Noida vide Bahi No. 1 Jild 1 8555 Page No. 99 to 144 Sr.No. 8806 executing and registering the Gro Housing/Builders Residential Sub Divided Plot No. GH-02A, Sector- Greater Noida by adding the remaining area of 16.72 sq.mtr

In para 2 of page 2 (typed portion) on the main Lease Deed dated 19.05.2011 it is mentioned that "the total area of the plot no. GH-02 Sector-16, Greater Noida measuring 28374.22 sq.mtr., (as per lease plan out of which presently 28357.50 sq.mtr area is being leased through the lease deed".

Further in para 4 of page 2 (typed portion) on the main Lease Deed dated 19.05.2011 it is mentioned that "the lessor is executing lease deed

प्रबंधक (विल्डर्स)
ग्रेटर नोएडा प्राधिकरण
LESSOR

For Gulshan Homez Pvt. Ltd.

Authorized Signatory

LESSEE



28357 50 sq.mtr area and accordingly consideration is determined. For affected area i.e. 16.72 sq.mtr shall be offered for possession at the execution of the supplementary lease deed to the lessee as and when

becomes clear. For staking claim on this affected area, lessee shall pay the installments of the entire sub-divided area i.e. 28374.22 sq. mtr. The payment plan of which has been provided/sent to them vide lessor's letter dated 18.05.2011. The premium amount of remaining area 16.72 sq. mtr worth Rs. 1,93,283.20 has already been paid by the Lessee. Copy of letter dated 18.05.2011 and Installment Slab attached.

Now the Lessor has got the possession of affected area i.e. 16.72 sq. mtr. Lessee vide its letter dated 25.09.2012 has requested the Lessor to transfer of this affected area i.e. 16.72 sq.m., after execution of Supplementary Lease Deed. Hence, through this Supplementary Lease Deed, the parties hereby execute lease deed of 16.72 sq.m. area on the terms and conditions mentioned in the main Lease Deed dated 19.05.2011. Lessee further commits that they would pay the installment as per 28374.22 sq.mtr plot area as intimated to them vide Lessor's letter dated 18.05.2011. They further commits that they would pay the annual one time lease rent as per 28374.22 sq.mtr plot area. Copy of lease plan earlier attached with main Lease Deed dated 18.05.2011 is annexed.

पुनर्विक्रय (विलेडिंग)
LESSOR विक्रेता

For Gulshan Homz Pvt. Ltd.

Manoj

Authorised Signatory

LESSEE



herewith as **Annexure-1**. Revised lease plan showing the entire plot area as clear i.e. 28374.22 sq.m. is annexed herewith as **Annexure-2**.

Except as hereinafter varied/modified the original Lease Deed dated 19.05.2011 registered with Sub-Registrar, Gautam Budh Nagar, Greater Noida vide Bahi No. 1 Jild No. 8555 Page No. 99 to 144 Sr.No. 8806 shall continue to have full force and effect.

In witness whereof, the parties hereto have signed this Supplementary Lease Deed on this day of October 2012.

Witness : *[Signature]*
A JAY

S/o B.D. Nautiyal
23/296-297 TRKOK
PURI DELHI 110091

[Signature]
For and on behalf of Lessor

For Gulshan Homz Pvt. Ltd.

[Signature]
Authorised Signatory

Witness : *[Signature]*

Randhir Singh
S/o Sh. Chander Singh
R/o H-100/4, Gamma-2
Greater Noida

[Signature]
For and on behalf of Lessee

For Gulshan Homz Pvt. Ltd.

[Signature]
Authorised Signatory

LESSOR

LESSEE

PLOT NO. C

Annexure J

24.0 M WIDE ROAD

60.0 M WIDE ROAD

136.18

211.49

252.33

136.03

205.76

प्रमाण (प्रमाण)
निदेशिका/प्रमाण

PLOT NO GH-02

For Gulshan Homz Pvt. Ltd.

Authorised Signatory

AREA = 28374.22 SQM

AREA HANDED OVER LATER = 16.72 SQM

NET AREA = 28357.50 SQM

प्रमाण (प्रमाण)
निदेशिका/प्रमाण

POSSESSION TAKEN OVER ALLOTTEE
For Gulshan Homz Pvt. Ltd.

SIGN POSSESSION HANDED OVER

Authorised Signatory

PROJ. DEPTT

ASST. MANAGER

MANAGER

SR. MANAGER

LEASE PLAN
OF PLOT NO.-GH-02A
SECTOR-16 (RESIDENCIAL)
GREATER NOIDA

LAND. DEPTT

LEKHPAL

NAVAB FAIZUDDIN DAK

TAREK DAK

LAW. DEPTT

A.L.C.

MANAGER

PLANIG. DEPTT

SR. DRAUGHTSMAN

SR. EXECUTIVE

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

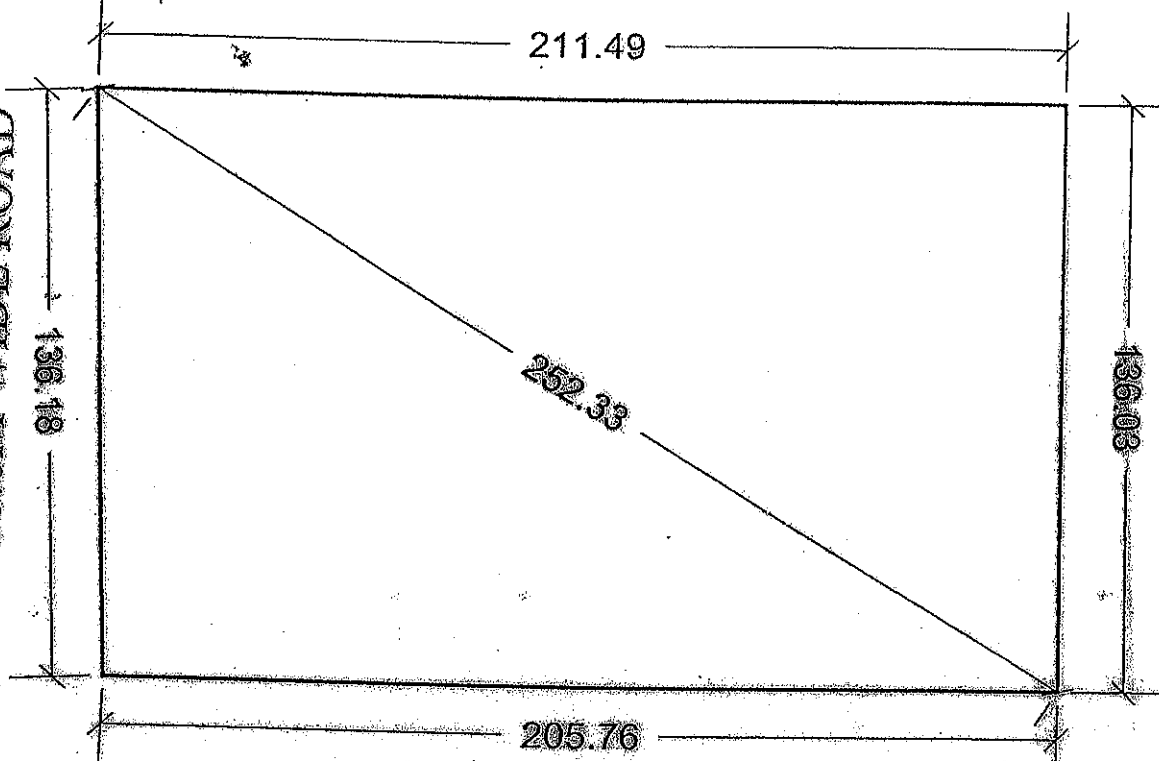
Annexure

Plotted Area/Plot

PLOT NO:-GH

24.0M WIDE ROAD

60.0M WIDE ROAD



PLOT NO- GH-02

प्रबंधक (मिडिल) ग्रेटर नोएडा विकास प्राधिकरण

For Gulshan Home Pvt. Ltd.

Authorised Signatory

AREA = 28374.22 SQM.

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

SIGN- POSSESSION TAKEN OVER		SIGN- POSSESSION HANDED OVER	
LEASE PLAN FOR PLOT NO-GH-02A SECTOR-16 RESIDENTIAL AT GREATER NOIDA	PROJ. DEPTT.	ASST. MANAGER	MANAGER
	LAND DEPTT.	LEKHPAL	N. TEHSILDAR
	LAW DEPTT.	A.L.O.	MANAGER
	PLNG. DEPTT.	SR. DRAFTSMAN	SR. EXECUTIVE



GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

EXTRACTS OF BOARD RESOLUTION ADOPTED IN MEETING OF BOARD
DIRECTORS HELD ON MONDAY 13th AUGUST, 2012 AT 11.00 AM AT
REGISTERED OFFICE OF THE COMPANY AT 4, DAYANAND VIHAR, DELHI

Agenda:-Execution of Supplementary Lease Deed of Plot No. GH-02A, Sector-16, Greater Noida

The Board of Directors discuss about the execution of supplementary lease deed in favour of company for GH-02A, Sector-16, Greater Noida (U.P.) allotted by Greater Noida Industrial Development Authority.

In discussion on the matter the Board of Director passed the following resolution unanimously.

"Resolved that the supplementary lease deed of Plot No. GH-02A, Sector-16, Greater Noida (U.P.) in favour of the Company"

"Further resolved that Mr. Manoj Mittal S/o Late Sh.P.C.Mittal, R/o D-5, East Arjun Nagar, 110032, is hereby authorized to do all such acts, deeds, things sign, & to execute all documents, papers in connection with the execution of supplementary lease deed of Plot No. GH-02A, Sector-16, Greater Noida (U.P.) on behalf of the Company"

"Further resolved that Mr. Manoj Mittal is authorized to sign and submit the lease deed, Documents, papers on behalf of the company that to by Greater Noida Industrial Development Authority (U.P.)"

"Further resolved that a copy of the said resolution be given to Greater Noida Industrial Development Authority (U.P.) & Registrar"

The Signature of Authorised person is attested by the Director of the company.

Signature of Mr. Manoj Mittal

For and on behalf of Board of Directors
For Gulshan Homz Pvt. Ltd.

(Mr. Deepak Kapoor)
Director

For Gulshan Homz Pvt. Ltd.

Authorised Signatory

For Gulshan Homz Pvt. Ltd.

Authorised Signatory

To
The Manager (Property-Builders)
Greater Noida Industrial Development Authority
169, Chitwan Estate - Sector Gamma-II
Greater Noida-201306 (U.P.)

25 September 2012

Subject: Request for registry/lease deed of balance area of Plot No. GH-02A, Sector 16,
Greater Noida, U.P.

Dear Sir,

On the subject cited above, we wish to inform you that out of the total area of the said plot
lease deed of small area of 16.72 sq. mtr is still pending (copy of lease plan enclosed).

There was small structure on the said piece of land but the same was removed long back
and now the said plot is clear from all sorts of structure/encumbrances.

You are now requested to kindly revise the Lease Plan of the said plot at the earliest so that
we can proceed with the lease deed of the balance area.

Solicit an early action from your end in this regard.

Thanking you
Yours faithfully
For Gulshan Homz Pvt. Ltd.

(Authorised Signatory)

For Gulshan Homz Pvt.

For Gulshan Homz Pvt. Ltd.

Authorised Signatory

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

Sl. No.	Plot No.	Sector	Sub Divided area (In sq.m.)	Name of member	Status
1.	GH-02	16	72962.28	M/S. AJNARA REALTECH LIMITED (SPC of M/S AJNARA INDIA LIMITED- LEAD MEMBER, M/S SUPERTECH LIMITED- RELEVANT MEMBER & M/S NG INFRACON PRIVATE LIMITED- RELEVANT MEMBER)	SPC
2.	GH-02A	16	28374.22	M/S. GULSHAN HOMZ PRIVATE LIMITED	Relevant Member

Whereas the said registered consortium has given an undertaking dated 19.05.2011 (Copy annexed as Annexure 1 to this Lease Deed) to indemnify lessor which shall be part of this lease deed and shall in no way exonerate from its liability to perform and pay as per the terms of allotment till all the payments made to the lessor.

Whereas the lessor approved the aforesaid sub-division vide letter Prop/BRS-4-2010/572, dated 18.05.2011 the aforesaid sub-division and name status of **M/S. GULSHAN HOMZ PRIVATE LIMITED** 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 Plot No. GH-02 Sector-16, Greater Noida measuring 28374.22 square metre (clear area) out of which presently 28357.50 sq.m. area is being leased through this lease deed.

And It has been represented to the lessor that lessee shall solely develop project on the demarcated Builders Residential/Group Housing Plot No. GH-02 Sector-16, Greater Noida measuring an area 28374.22 sq.m. out of which presently only 28357.50 sq.m. (clear area) is being leased through this lease deed. Out of sub divided area, the lessor is executing lease deed of 28357.50 sq.m. accordingly consideration is determined. Rest disputed/affected area i.e. 16.72 sq shall be offered for possession after execution of supplementary lease deed to lessee as and when it becomes clear. For staking claim on this affected area, lessee shall pay the instalments of the entire sub-divided plot area i.e. 28374.22 sq. payment plan of which has been provided/sent to them vide lessor's letter dated 18.05.2011.

For Gulshan Homz Pvt. Ltd.

Authorised Signatory

LESSOR

प्रबन्धक निदेश
मोहर औरंग प्रतिकरण

For Gulshan Homz Pvt. Ltd.

2 Authorised Signatory

For Gulshan Homz Pvt

Authorised Sign
LESSEE



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
169, Chitvan Estate, Sector Gamma,
Greater Noida - 201306 (U.P.)

No. Prop/IBPS-02/11

Dated: 18 May.

To

M/s. Gulshan Homz Private Limited
04, Dayanand Vihar,
Delhi-110092

Sub: Execution of Lease Deed for Builders Residential/Group Housing divided Plot No. GH-02A, Sector-16, Greater Noida.

Sir,

Please refer to your lead member's letter dated 20-03-2011 requesting to divide the aforesaid allotted plot in favour of consortium in the following manner:-

Sl. No.	Name of consortium members	Sub divided area (in sq.m)	Approved Sub divided plot no.
1.	M/s. AJNARA REAL TECH LIMITED (SPC of M/s. AJNARA INDIA LIMITED- LEAD MEMBER, M/s. SUPERTECH LIMITED- RELEVANT MEMBER & M/s. NG INFRACON PRIVATE LIMITED- RELEVANT MEMBER)	72962.28	GH-02 Sector-16
2.	M/s. GULSHAN HOMZ PRIV. LTD LIMITED- RELEVANT MEMBER	28374.22	GH-02A Sector-16

As per clause C-B(e) of the brochure, permission to sub-divide the plot, as above is granted. You are now required to pay the balance installments (proportionately) of sub divided plot No. GH-02A, Sector-16, Greater Noida as per Annexure-A and you are also required to submit undertaking as per Annexure-B duly signed by all the relevant lead members.

The following formalities are also required to be completed for execution of lease deed:-

1.	Sub divided area	28374.22 sq.m.
1A.	Clear area (As per Lease Plan)	28357.50 sq.m.
2.	Rate of allotment	11550/- per sq.mtr.
3.	Total premium (28357.50 Sqm.)	327812700.00
4.	Lease Rent If paid one time (11%)	36059397.00
5.	Lease Rent If paid annually @ 1% p.a. of total premium (till start of sub lease deed phase wise)	3278127.00
6.	Stamp duty payable 5% of total premium one time Lease Rent	18204350.00
(stamp duty should be purchased from Treasury, Gautam Budh Nagar and before purchasing stamp duty please confirm exact amount from concerned Sub-Registrar)		

For Gulshan Homz Pvt. Ltd.

Authorised Signatory

For Gulshan Homz Pvt. Ltd.

Authorised Signatory

Name M/s Gulshan Homz Private Limited
 Sub divided Plot No. GH-02A, Sector-16, Greater Noida

Rate 11560

Sub divided Plot Area 28374.22

Total premium 328005983

Regn. +
 allot money 10%
 already paid 32800598

Balance 90%
 Premium 295205385

Balance 90% premium (Proportionate)					295205385.0
Instalment	Due date	Payable Premium	Payable Interest	Total payable Instalment	Balance premium
Instalment No.1	04.08.2011	0.00	17712323.00	17712323.00	295205385.0
Instalment No.2	04.02.2012	0.00	17712323.00	17712323.00	295205385.0
Instalment No.3	04.08.2012	0.00	17712323.00	17712323.00	295205385.0
Instalment No.4	04.02.2013	0.00	17712323.00	17712323.00	295205385.0
Instalment No.5	04.08.2013	18450337.00	17712323.00	36162660.00	276753048.0
Instalment No.6	04.02.2014	18450337.00	16695303.00	35055640.00	258304744.0
Instalment No.7	04.08.2014	18450337.00	15498283.00	33948620.00	239854374.0
Instalment No.8	04.02.2015	18450337.00	14391262.00	32841599.00	221404057.0
Instalment No.9	04.08.2015	18450337.00	13284242.00	31734579.00	202953700.0
Instalment No.10	04.02.2016	18450337.00	12177222.00	30627559.00	184503363.0
Instalment No.11	04.08.2016	18450337.00	11070202.00	29520539.00	166053026.0
Instalment No.12	04.02.2017	18450337.00	9963182.00	28413519.00	147602689.0
Instalment No.13	04.08.2017	18450337.00	8856161.00	27306498.00	129152352.0
Instalment No.14	04.02.2018	18450337.00	7749141.00	26199478.00	110702015.0
Instalment No.15	04.08.2018	18450337.00	6642121.00	25092458.00	92251678.0
Instalment No.16	04.02.2019	18450337.00	5535101.00	23985438.00	73801341.0
Instalment No.17	04.08.2019	18450337.00	4428080.00	22878417.00	55351004.0
Instalment No.18	04.02.2020	18450337.00	3321060.00	21771397.00	36900667.0
Instalment No.19	04.08.2020	18450337.00	2214040.00	20664377.00	18450330.0
Instalment No.20	04.02.2021	18450337.00	1107020.00	19557357.00	0.00

A. S. Chandra
 Manager (Property)

For Gulshan Homz Pvt. Ltd.

Mang
 Authorised Signatory

(भाग १)

क्रम संख्या 38

(प्रस्तुतकर्ता अथवा प्राप्ति द्वारा रखा जाने वाला)

लेख या प्राप्ति पर प्रस्तुत करने का तिथि 06/07/2017

प्रस्तुत करने या प्राप्ति के लिए

लेख का प्रकार

प्रतिफल की प्रमाणित

1. रजिस्ट्रिकरण शुल्क

2. प्रतिनिधित्व शुल्क

3. निरीक्षक या तलाश के लिए शुल्क

4. प्रमाणपत्र के अधिप्रमाणिकरण के लिए शुल्क

5. कपीशन शुल्क

6. विविध

7. यात्रिक भत्ता

8. अन्य आवश्यकताएं

शुल्क वसूल करने की तिथि

तिथि जब लेख प्रतिनिधि या तलाश प्रमाण

पर वापस करने के लिए तैयार होगा

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

06/07/2017

रजिस्ट्रिकरण अधिकारी

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

1/07/2017