



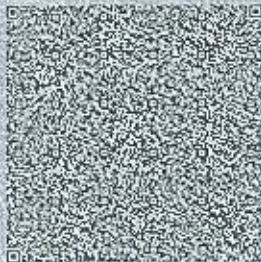
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Name: PRAKASH JHA
Designation: EXE.
Signature: *Pra*
Stock Holding Corporation of India Ltd.
118/3, Model Town East, Ghaziabad

Certificate No. : IN-UP026884857475470
Certificate Issued Date : 14-Dec-2016 10:40 AM
Account Reference : SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference : SUBIN-UPUPSHCIL01032259287116730
Purchased by : APEX HEIGHTS PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PLOT NO-4/BS-2/3 SIDDARTH VIHAR YOJNA GHAZIABAD
Consideration Price (Rs.) :
First Party : UP AWAS EVAM VIKAS PARISHAD GHAZIABAD
Second Party : APEX HEIGHTS PVT LTD
Stamp Duty Paid By : APEX HEIGHTS PVT LTD
Stamp Duty Amount(Rs.) : 7,07,00,000
(Seven Crore Seven Lakh only)



Please write or type below this line



Stamp Paper Rs.7,07,00,000.00

U.P. HOUSING DEVELOPMENT BOARD LEASE AGREEMENT

This LEASE AGREEMENT is made on 21 day of Dec Year 2016
Between Uttar Pradesh Awas Evam Vikas Parishad, a body corporate constituted under section 3(1) of
Uttar Pradesh Awas Evam Vikas Parishad adhiniam, 1965 and having its Head Office at Lucknow
through Housing Commissioner (here in after called the lessor which expression shall unless the context
does not so admit include its successors and assigns o) of one part.

उप आवास आयुक्त

उप आवास एवं विकास परिषद

ग़ाज़िआबाद

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.ancilestestup.com. Any discrepancy in the details of the Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

VO 0002699988

VO
Auctioneer

And M/s APEX HEIGHTS PRIVATE LIMITED, a Company within the meaning of companies act, 1956, having its corporate office at S-672, SCHOOL BLOCK SHAKARPUR DELHI-110092 WHICH IS ON OF THE RELEVANT MEMBER OF (CONSORTIUM FORMED BY M/S SAMS REAL ESTATES PRIVATE LIMITED being lead member of THE CONSORTIUM who awarded plot No 4/BS-2 (Area-101175.00 sqm) through authorized signatory Mr, Vikas Goel S/o Sh. Ram Kisan Goel R/o D-525/12J, Gali No-11, Ashok Nagar, Delhi-110093 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its successor, 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 housing and improvement schemes.

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 according to the U.P. Housing and Development Board regulations 1982 and building plan approved by the lessor.

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
गाजियाबाद

For Apex Heights Pvt. Ltd.

Authorized Signatory

विक्रय अनुबंध विलेख

009,450,000.00

20,000.00

100

20,100.00

38

प्रतिफल

मालियत

अगिष्ठ धनराशि

फॉस रजिस्ट्री

नकल व प्रति भुक्त

योग

पृष्ठों की संख्या

श्री

मै0 एपेक्स हाईटस प्रा0लि0 द्वारा विकास गोयल

पुत्र श्री

राम किशन गोयल

व्यवसाय नौकरी/व्यापार/ग्रहणी

निवासी स्थान

डी-525/12 जे गली नं0-11 अशोक नगर दिल्ली-110093

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक

28/12/2016

समय

4:54PM

वने निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी

उप निबन्धक (पंचम)

गाजियाबाद

28/12/2016

निष्पादन लेखपत्र वाद सन्ने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

चिक्रेता

क्रेता

श्री शिशुपाल सिंह लिपिक

प्रतिनिधि एस वी सिंह उप आवास अशुक्त

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी/व्यापार/ग्रहणी

श्री मै0 एपेक्स हाईटस प्रा0लि0 द्वारा विकास गोयल

पुत्र श्री राम किशन गोयल

पेशा नौकरी/व्यापार/ग्रहणी

निवासी डी-525/12 जे गली नं0-11 अशोक नगर

दिल्ली-110093

ने निष्पादन स्वीकार किया।

जिनकी पहचान

राजिंदर सिंह सचदेवा

सतनाम सिंह सचदेवा

पेशा

नौकरी/व्यापार/ग्रहणी

निवासी

आर-36 रमेश पार्क लक्ष्मी नगर शकरपुर दिल्ली

व

निर्मल सिंह

अमृत सिंह सचदेवा

पेशा

नौकरी/व्यापार/ग्र

निवासी

आर-7/2 रमेश पार्क लक्ष्मी नगर दिल्ली-92

ने की।

प्रत्यक्षतः प्रदत्त साक्षियों के विज्ञान अंगुदे नियमानुसार लिखे गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी

उप निबन्धक (पंचम)

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उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
गाजियाबाद



Apex Heights Pvt. Ltd.

Authorized Signatory

AND WHEREAS Lessor has through a sealed Two Bid System selected a consortium of companies consisting of 1) SG Estates Ltd., 2) Perigee Land and Housing (P) Ltd., 3) Apex Heights (P) Ltd., 4) Envyron Infrastructure (P) Ltd., and 5) Sams Real Estates (P) Ltd. Out of which SAMS REAL ESTATES PRIVATE LIMITED is lead member of the consortium for awarding plot No. 04/BS-02 measuring 101175.00 sqmt. in Siddharth Vihar Yojna Ghaziabad. The details of which are described in the schedule to this Lease Agreement, on Lease after fulfilling the terms and conditions prescribed in allotment letter, brochure of the said scheme and its corrigendum circulated / advertisement.

AND WHEREAS SAMS REAL ESTATES PRIVATE LIMITED which is lead member of aforesaid consortium has represented to the Lessor that it's the largest shareholder of consortium and shall continue to remain a lead member of consortium and hold at least 26% share of the consortium till completion of Project.

AND WHEREAS SAMS REAL ESTATES PRIVATE LIMITED, which is a lead member of the aforesaid consortium now further represented to the lessor that it shall continue to hold at least 26% of the shareholding of consortium till completion of project and instead forming a special purpose Company mutually agreed (consent affidavit attached with Relevant Members) that execution of Lease Agreement may be effected in the name of Relevant Members and accordingly in compliance to clause 8 (e) of terms and conditions of auction a layout plan showing sub-division of plot amongst the consortium was submitted and approved by letter No. 2148/BS dated 21.08.2015 by Housing Commissioner. The details of sub-division amongst the Consortium is as under :-

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For Apex heights Pvt. Ltd.

Authorized Signatory

विक्रेता

Registration No.: 7957

Year: 2016

Block No. 1

0101 शिवराज सिंह वैदिक प्रशिक्षण केंद्र की लिखित परीक्षा आयोजन समिति

आवास विकास या याद
नौकरी/व्यापार/ग्रहणी



- | | | |
|---|------------------|---------------------|
| 1) Sams Real Estates (P) Ltd. | : 26000 SQM) | Phase -II - Bearing |
| plot No 4/BS-2/4 |) | |
| 2) SG Estates Limited | : 21907.20 SQM) | |
| 3) Apex Height (P) Ltd/
plot No 4/BS-2/3 | : 26000 SQM.) | Phase-I - Bearing |
| 4) Envyrion Infrastructure (P) Ltd.
plot No 4/BS-2/2 | : 12000 SQM.) | Phase-I- Bearing |
| 5) Perigee Land & Housing (P) Ltd.
plot No 4/BS-2/1 | : 14000 SQM.) | Phase-I - Bearing |

AND WHEREAS aforesaid consortium has requested the lessor to accept the Relevant Member / Lead Member as the Lessee which shall undertake and perform the obligations and exercise the rights of the consortium under the LOI and brochure for executing the project as per provisions of brochure.

AND WHEREAS by its letter No. Zero dated 30.9.2014 the Relevant Member / Lead Member has also joined in the said request of the consortium to the Lessor to accept it as the lessee to undertake and perform the obligations and exercise the rights of consortium under the LOI and brochure including obligation to enter into this LEASE AGREEMENT.

AND WHEREAS the lessee has further represented to the effect that it has been promoted by the selected consortium for the purposes here of.

AND WHEREAS the Lessor has agreed to the said request of aforesaid consortium and lessee and has accordingly agreed to enter into this LEASEDEED subject to the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in the LEASE AGREEMENT, the parties to this LEASE AGREEMENT agree as follows :

AS per terms and conditions of auction brochures and allotment letter bearing no. 16005 dt. 20.09.2016 was issued in favour of SAMS REAL ESTATES PRIVATE LIMITED.

AND where as Sams Real Estates Private Limited being lead members and other relevant members mutually agreed for the Sub Division of the plot as mentioned above and accordingly a plot bearing No 4/BS-2/3 of Measuring 26000.00 sq.mt. belong to APEX HEIGHTS PRIVATE LIMITED as relevant member and a allotment letter No. 18581 dt. 28.10.2016 was issued in compliance to term and conditions of original letter no. 16005 dt. 20.09.2016 and terms and condition of Brochures issued at the time of auction. Now details of payment of premium are as under -----

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उ०प्र० आवास एवं विकास परिषद
गाजियाबाद

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For Apex Heights Pvt. Ltd.

Authorized Signatory

1. Payment of Premium :

- 1.1 Total Premium of Rs. 1,00,94,50,000.00 (Rupees One Hundred Crore Ninety Four Lacs Fifty Thousand only) hereinafter referred to as total premium amount is payable by Lessee to Lessor, out of which Lessee has paid Rs 25,23,62,500.00 (Rupees Twenty Five Crore Twenty Three Lacs Sixty Two Thousand Five Hundred only) (which is 25% of total premium amount) to the Lessor and rest 75% of total premium amount Rs. 75,70,87,500.00 shall be paid by the lessee to the lessor in Ten equal Six monthly installments with interest @ 15% per annum within five years in the following manner.

S.No.	Due Date	Installment (in Lacs)
1	01.12.2016 to 31.05.2017	11,03,07,650.00
2	01.06.2017 to 30.11.2017	11,03,07,650.00
3	01.12.2017 to 31.05.2018	11,03,07,650.00
4	01.06.2018 to 30.11.2018	11,03,07,650.00
5	01.12.2018 to 31.05.2019	11,03,07,650.00
6	01.06.2019 to 30.11.2019	11,03,07,650.00
7	01.12.2019 to 31.05.2020	11,03,07,650.00
8	01.06.2020 to 30.11.2020	11,03,07,650.00
9	01.12.2020 to 31.05.2021	11,03,07,650.00
10	01.06.2021 to 30.11.2021	11,03,07,650.00

- 1.2 Total Premium of lease rent includes the total cost of plot/premium mentioned in clause 1.1.

- 1.3 In consideration of total premium amount and yearly rent here by reserved and the covenants, provisions and agreement herein contained on the part of the lessee to be respectively paid, observed and performed, the Lessor DOES HERE BY demise on LEASE to the lessee that plot of land numbered 04/BS-02/3 situated in Siddharth Vihar Yojna, District Ghaziabad, contained by measurement (Area-26000.00 sqm) and bounded by

On the North by - 50mtrs wide road
On the South by - Plot no 4/BS-2
On the East by - Plot no 4/BS-3 & 4
On the West by - 50mtrs wide road

TO HOLD the said plot (herein after referred to demised premises") by lessee for the term Five years commencing form execution of this LEASE AGREEMENT. Demised premises is more clearly delineated and shown in the attached plan and therein marked,

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उ०प्र० आवास समुदाय
Authorised Signatory

- 1.4 In case of default in depositing the installments or any payment additional/panel interest @ 02% compounded half yearly i.e. $15 \div 2 = 17\%$ shall be leviable for defaulted period on the defaulted amount.
- 1.5 All payment should be made through a demand draft/ pay order drawn in favour of "Uttar Pradesh Avas Evam Vikas Parishad, Ghaziabad" and payable at Oriental bank of Commerce, Mewar Institute, Sector-4, Vasundhara, Ghaziabad.
- 1.6 The Lessee should clearly indicate his name and details of plots allotted on the reverse of the demand draft / pay order. Premium referred to in this Lease Agreement 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.
- 1.7 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.
- 1.8 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 as per Uttar Pradesh Avas Evam Vikas Parishad regulation.(hereinafter referred to UPAVP regulation).
- 1.9 The period of default shall be rounded half yearly from the due date of payment of such installment but subject to maximum 3 (Three) such default shall be allowed after third default. Lessor shall have right to determine this LEASE and enter into demised premises:

Provided that before determining this LEASE, Lessor shall provide opportunity of hearing to lessee by giving 15 days notice to the Lessee.

2.0 AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 20% limits, no surrender shall be allowed. However, if such variation is more than 20%, Lessee will have the option of surrendering the LEASE and taking back the entire amount deposited by him/her without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted at tender rate of the nearby area at the time of communication about the additional land or the original rate of allotment along with simple interest @15% from the date of allotment, whichever is higher. Payment of premium of the additional land will be made as per clause 1.9 of this Lease Agreement.

- ii) Lessee shall submit "No Dues Certificate" in accordance with the payment schedule specified in this LEASE AGREEMENT from the Account / Property Department of the UPAVP.
- iii) The physical possession of the dwelling units/flats/plots will be permitted to be given only after execution of sub-lease agreement in favour of end allottee, which shall be in proportion to the amount received against the total premium amount of the Demised Premises.

6.0 INDEMNITY

6.1 The Lessee shall execute an indemnity bond, indemnifying the Lessor against all disputes arising out of :-

- i) Non-completion of Project
- ii) Quality of construction and maintenance of area.
- iii) Any legal dispute arising out of allotment to final purchaser

6.2. 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 such work responsibility is identified legally by the Lessee.

7.0 DOCUMENTATION

The cost and expenses of preparation, stamping and registering this LEASE AGREEMENT and its copies and all other incidental expenses will be borne by the lessee, 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 Board empowered in this behalf. The Lessee shall be responsible to communicate to the allottees the conditions applicable to them before making any allotment.

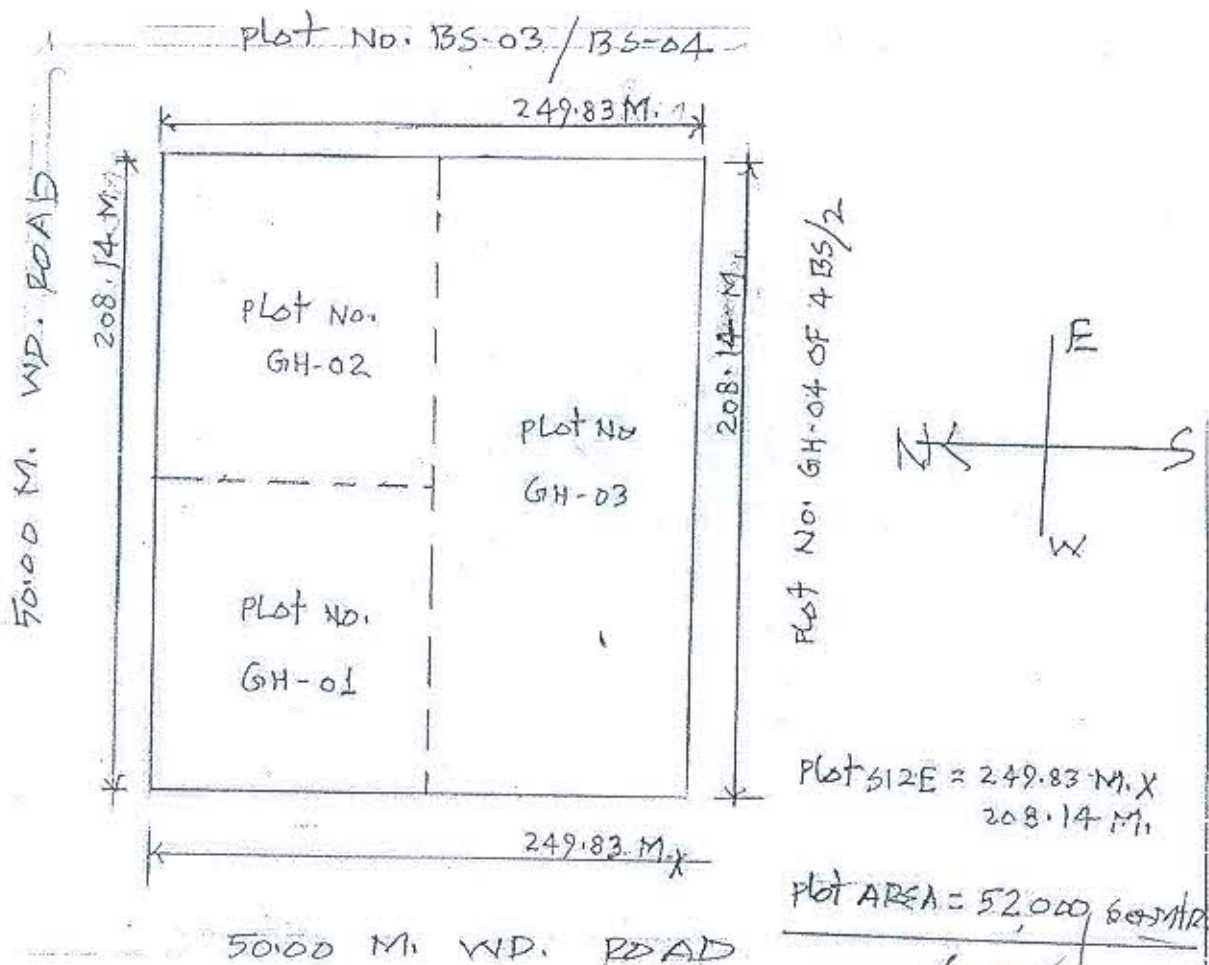
8.0 NORMS OF DEVELOPMENT

The Lessee is allowed to develop the plots/construct the flats subject to the following norms :-

Maximum permissible Ground Coverage	35%
Maximum permissible FAR	2.50
Set Backs	As per building bye-laws
Maximum Height	No Limit
Provision of Public and Semi Public facilities	The Layout of the scheme has to be prepared as per the provisions of building bye-laws applicable at the time of allotment and as such park/open spaces, schools /colleges and other facilities etc., are to be provided in the integrated scheme.

OFFICE OF THE EXECUTIVE ENGINEER
C.D. Ist. U.P. AYAS EVAM VIKAS PARISHAD
PART SITE PLAN OF BULK SALE
Plot No. 4 BS/2, SIDHART VIHAR, GZB.

N.T. 5006



For Apex Heights Pvt. Ltd.

Authorised Signatory

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
गाजियाबाद

Assistant Engineer

C.D.-I

U.P. Ayas Evam Vikas Parishad
Gazipur, Ghazipur

30/4/16

30/4/16

30/04/16

J.E.

A.E. D.S.

फोटो प्रपत्र

बही नं०	जिल्द	पृष्ठ सं०	लेखपत्र सं०	निबन्धन दिनांक	
					पक्षकारों के फोटो

नाम:-

(एस०बी० सिंह)

उप आवास आयुक्त

पता:-स०प्र० कार्यालय, उ०प्र० आवास एवं विकास परिषद्, हॉल
संख्या-एस-1, सेक्टर-16ए, वसुन्धरा काम्पलैक्स, वसुन्धरा
गाजियाबाद, (उ०प्र०) पिन नं०-201012

उ०प्र० आवास



गाजियाबाद

नाम- M/s APEX HEIGHTS PRIVATE LIMITED, a Company
within the meaning of companies act, 1956, having its corporate office
at S-672, SCHOOL BLOCK SHAKARPUR DELHI-110092
WHICH IS ON OF THE RELEVANT MEMBER OF
(CONSORTIUM FORMED BY M/S SAMS REAL ESTATES
PRIVATE LIMITED being lead member of THE CONSORTIUM
who awarded plot No 4/BS-2 (Area-101175.00 sqm) through
authorized signatory Mr. Vikas Goyal S/o Sh. Ram kisan Goyal R/o
D-525/12J, Gali No-11, Ashok Nagar, Delhi-110093



For Apex Heights Pvt. Ltd.

Vikas
Authorized Signatory

Vijendra

वापद नं०-८० बाजिंदर सिंह सचदेवा
श० सननाथ सिंह सचदेवा
आर-36 2 भेश पाकी लक्ष्मी नगर
अमरपुर दिल्ली

Nimish

वापद-६० निमेष सिंह
श० अभूत सिंह सचदेवा
आर-3/2 2 भेश पाकी लक्ष्मी
नगर दिल्ली

डा. वा. नं०-११



डा. वा. नं०-१२



SCHEDULE
(Description of Demised Premises)

Boundaries of the Property Bulk Sale Property NO. 4/BS-2/3

North:	50mtrs wide road	Area: 26000.00 SQM
South:	Plot no 4/BS-2	North: As
East: Plot no 4/BS-3 & 4		South: Per
West: 50mtrs wide road		East: Site
		West: Plan

IN WITNESS WHEREOF parties to this LEASE AGREEMENT have set their hands on the date first above written.

Witness No.-1

For and on behalf of Lessor

1 Signature

2 Name

3 Address

Witness No.-2

1 Signature

2 Name

3 Address

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
(Deputy Housing Commissioner)
On Behalf of Housing Commissioner

Witness No.-1

1 Signature

2 Name RAJNISH KUMAR

3 Address # 810, INDIGO TOWER, RAJNAGAR EXT., GHAZIABAD

For Apex Heights Pvt. Ltd.

Witness NO.-2

For and on behalf of Lessee

1 Signature

2 Name RAJINDER SINGH SACHDEV

3 Address R-36, RAMESH PARK, LAXMI NAGAR, DELHI - 110092

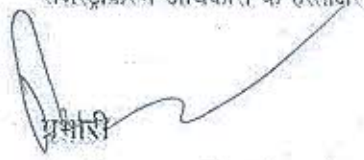
आज दिनांक 28/12/2016 को

वही सं 1 जिल्द सं 5904

पृष्ठ सं 165 से 202 पर कर्मांक 7957

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


प्रभारी

उप निबन्धक (पंचम)

गाजियाबाद

28/12/2016

