

I-22063/10



उत्तर प्रदेश UTTAR PRADESH

11AA-786270

Stamp Duty Paid in Cash Certificate in favour of
E-62 Sector-63 Noida

In Pursuance of the order of the Collector

No. 122000 Dated 05/10/10 Passed under

section 10-A of the Stamp Act. It is certified that

an amount of Rs. 2,350,300/-

(in words Rs. Two thousand three hundred only -*)

has been Paid in Cash as stamp Duty in Respect

of this instrument in the State Bank of India

Treasury/Bills Treasury at Noida

by Cheque No. 120438 Dated 07/10/10

a Copy of Which is annexed herewith.

Date 11/10/2010

Signature of Officer-in-Charge

Treasury

2 Gagan Bhat Nager

For Arihant Infra Realtors Pvt. Ltd.

For Arihant Infra Realtors Pvt. Ltd.

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

Director

Signature of Director



M/S Arihant Infra Realtors (P) Ltd.
Noida



LEASE DEED

This Lease Deed made on 12th day of OCTOBER, 2010 between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976 hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the **One Part** and **M/s ARIHANT INFRA REALTORS PVT. LTD.**, a special purpose company within the meaning of Companies Act, 1956, having its registered office at **601, 6th Floor, Plot No.17, Sachdeva Tower, Community Centre, Karkardooma, Delhi-110092** through its Director Mr. Kaushal Jain S/o Mr. K.C. Jain R/o 149, Vigyan Vihar, Delhi-110092 duly authorized by its Board of Directors vide Resolution dated 9th October 2010 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its representatives, administrators and permitted assigns of the **Other Part**.)

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

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats and/or Residential Plots according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the CONSORTIUM CONSISTING OF -

- M/s Arihant Buildcon Pvt.Ltd.
- M/s Mahalaya Infrastructure Pvt.Ltd.
- M/s Surya Merchants Ltd.
- M/s Prateek Buildtech (India) Pvt.Ltd.

the plot NO. GH-07, SECTOR-01, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-02/2010/1474 dated 30.03.2010 and Allotment Letter No.PROP/BRS/2010/1490 dated 23.04.2010 and for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme. The registered consortium consists of following :-


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

For Arihant Infra Realtors Pvt. Ltd.



Director

For Arihant Infra Realtors Pvt. Ltd.


Director

LESSEE

147,005,214.00

पट्टा विलेख

(90 वर्ष)

10,000.00

50

10,050.00

2,500

पतिपत्नी मनिपन अंगन सार्वजनिक किगया फॉम गजिट नकल व पति धुन्का धाग गज नगभग
श्री/श्रीमती राजीव कुमार शर्मा प्रतिनिधि वेओनीओओविओप्राओद्वारा सन्तोष कुमार (प्रओस)
पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी गेटर नौएडा

अस्थायी पता

ने गज नगभग डम कार्यालय दिनांक 12/10/2010 समय 3:17PM

दने निबन्धन अनु प.ओ किया।



(राजबहादुर सिंह)

उपनिबन्धक, सदर

गौतमबुद्धनगर

12/10/2010

निष्पादन लेखपत्र बाद मुनने व पुनर्दाने मजबून व प्राप्त धनराशि रु प्रलेखनसार उक्त

पट्टा दाता

श्री/श्रीमती राजीव कुमार शर्मा

प्रतिनिधि श्री वेओनीओओविओप्राओद्वारा सन्तोष कुमार

(प्रओसओ)

पुत्र/पत्नी श्री

पेशा नौकरी

पट्टा गृहीता

श्री/श्रीमती मओअरिहन्त इन्का रिबलटर्स प्राओलिओद्वारा

कौशल जैन

पुत्र/पत्नी श्री वेओनीओओजैन

पेशा व्यापार

निवासी 149 विज्ञान विहार दिल्ली-92



ने निष्पादन ग्राहक किया।

निबन्धन पत्रधान श्री राजेश जैन

पुत्र श्री सओ सीओएलओजैन

पेशा व्यापार

निवासी सी-1B1 आनन्द विहार दिल्ली-92

व श्री जीओकेओशर्मा

पुत्र श्री एमओएलओशर्मा

पेशा नौकरी

निवासी तहसील कम्पाउन्ड गजिमाबाद

ने श्री।

प्रत्यक्ष भद तहसिलों के निशान ओंगूटे नियमानुसार लिखे गये हैं।



(राजबहादुर सिंह)

उपनिबन्धक, सदर

गौतमबुद्धनगर

12/10/2010

S.No.	Name of member	Shareholding	Status
1.	M/s Arihant Build Con Pvt.Ltd.	31%	Lead Member
2.	M/s Mahalaya Infrastructure Pvt.Ltd.	20%	Relevant Member
3.	M/s Surya Merchants Ltd.	10%	Relevant Member
4.	M/s Prateek Buildtech (India) Pvt.Ltd.	39%	Relevant Member

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 Arihant Build Con Pvt. Ltd. has approached to the lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl. No.	Plot No.	Sector	Divided area (in sq.m.)	Name of member	Status
1.	GH-07A	01	39400.00	M/s Arihant Infra Realtors Pvt.Ltd. (an SPC of M/s Arihant Buildcon Pvt.Ltd., M/s Mahalaya Infrastructure Pvt.Ltd. and M/s Surya Merchants Ltd.)	SPC
2.	Gh-07B	01	26157.00	M/s Prateek Buildtech (India) Pvt.Ltd.	Relevant Member

Whereas the said registered consortium has given an undertaking dated 08.10.2010 (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 and name and status of **M/s Arihant Infra Realtors Pvt.Ltd. (Special Purpose Company)** 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-07A, Sector-01, Greater


 प्रबन्धक बिल्डर्स
 गेटर नोएडा प्राधिकरण
 LESSOR

2 Director

For Arihant Infra Realtors Pvt. Ltd.

 LESSEE

घटना बाता

Registration No 22063

Year : 2010

Book No. 1

D101 संजीव कुमार शर्मा प्रतिनिधि ग्रैवौओओविओप्राओहारा सन्तीव पु

प्रेटर नौएख
नीकरी



Noida measuring 39400.00 square metre vide letter No. Builders/2010/BRS-63/75 dated 07th October 2010.

AND it has been represented to the lessor that the Consortium member have agreed amongst themselves that **M/s Arihant Buildcon Pvt.Ltd.** having its registered office at 215, Karkardooma, Delhi-92 shall remain always be the lead member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the occupancy / completion certificate of at least one phase of the project is obtained from the Lessor (Authority) shall solely develop the project on the demarcated/sub-divided Builders Residential/Group Housing Plot No. GH-07A, Sector-01, Greater Noida measuring an area 39400.00 square metre and lessee shareholding in the **Company** shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor. However, the Lessee will be allowed to Transfer/Sell up to 49% of its shareholding, subject to the conditions that the original Shareholders as indicated above (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

And it has been represented to the lessor that the CONSORTIUM member have agreed amongst themselves that **M/s Arihant Infra Realtors Pvt.Ltd.** having its registered office at **601, 6th Floor, Plot No.17, Sachdeva Tower, Community Centre, Karkardooma, Delhi-110092** shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No. GH-07A, Sector 01, Greater Noida measuring an area 39400.00 sqm.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of Rs. 40,27,07,400.00 (Rupees Forty Crore Twenty Seven Lac Seven Thousand Four Hundred Only) out of which 10% Rs. 4,02,70,740.00 (Rs. Four Crore Two Lac Seventy Thousand Seven Hundred Forty only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR


For Arihant Infra Realtors Pvt. Ltd.

Director

For Arihant Infra Realtors Pvt. Ltd.


LESSEE

पट्टा गृहीता

Registration No. 22063

Year : 2010

Book No.

0201 मैडरिहन्ना इन्फा रिचलटर्स प्राविशिवारा कौशल जैन
कौशलिका
149 विज्ञान विभाग दिल्ली-92
पुणे



90% premium i.e. Rs. 35,24,36,660 .00 (Rs. Thirty Six Crore Twenty Four Lac Thirty Six Thousand Six Hundred Sixty only) of the plot along with interest will be paid in 16 half yearly Instalments in the following manner :-

Due date	Head	Balance 90% premium			362436660
		Premium	Interest	Total	balance premium
		Balance 90% premium			362436660
22.10.2010	Instalment No.1	0	21746200	21746200	362436660
22.04.2011	Instalment No.2	0	21746200	21746200	362436660
22.10.2011	Instalment No.3	0	21746200	21746200	362436660
22.04.2012	Instalment No.4	0	21746200	21746200	362436660
22.10.2012	Instalment No.5	22652291	21746200	44398491	339784369
22.04.2013	Instalment No.6	22652291	20387062	43039353	317132078
22.10.2013	Instalment No.7	22652291	19027925	41680216	294479787
22.04.2014	Instalment No.8	22652291	17668787	40321078	271827496
22.10.2014	Instalment No.9	22652291	16309650	38961941	249175205
22.04.2015	Instalment No.10	22652291	14950512	37602803	226522914
22.10.2015	Instalment No.11	22652291	13591375	36243666	203870623
22.04.2016	Instalment No.12	22652291	12232237	34884528	181218332
22.10.2016	Instalment No.13	22652291	10873100	33525391	158566041
22.04.2017	Instalment No.14	22652291	9513962	32166253	135913750
22.10.2017	Instalment No.15	22652291	8154825	30807116	113261459
22.04.2018	Instalment No.16	22652291	6795688	29447979	90609168
22.10.2018	Instalment No.17	22652291	5436550	28088841	67956677
22.04.2019	Instalment No.18	22652291	4077413	26729704	45304586
22.10.2019	Instalment No.19	22652291	2716275	25370566	22652295
22.04.2020	Instalment No.20	22652295	1359138	24011433	0

In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

All payment should be made through a demand draft/pay order drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/GREATER NOIDA/Noida. The Lessee should clearly indicate his


ग्रॅटर नोएडा प्राधिकरण
 ग्रेटर नोएडा प्राधिकरण

LESSOR

For Arihant Infra Realtors Pvt. Ltd.

4

Director

For Arihant Infra Realtors Pvt. Ltd.

LESSEE


 Director



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.

A. EXTENSION OF TIME

1. In exceptional circumstances, the time of deposit for the payment of balance due amount may be extended by the Chief Executive Officer of the Lessor.
2. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
3. Extension of time, in any case, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.


And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that sub divided plot


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण
LESSOR For Arihant Infra Realtors Pvt. Ltd.

For Arihant Infra Realtors Pvt. Ltd.

LESSEE


Director


Director

100

100



of land numbered as Group Housing Plot **No.GH-07A, SECTOR-01, GREATER NOIDA** Distt. Gautam Budh Nagar (U.P.) contained by measurement **39400.00 Sq. mtrs.** be the same a little more or less and bounded:

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

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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from **12th October 2010** except and always reserving to the Lessor.

- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

(ii) **AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-



प्रबन्धक दिल्ली
ग्रेटर नोएडा प्राधिकरण
LESSOR

or Arihant Infra Realtors Pvt. Ltd.

 6

Director

For Arihant Infra Realtors Pvt. Ltd.


LESSEE

11



PLOT NO:-7A

24.0M WIDE ROAD

24.0M WIDE ROAD



PLOT NO-7B

VACANT AREA

प्रमुख बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

For Arihant Infra Realtors Pvt. Ltd.

[Signature]
Director

For Arihant Infra Realtors Pvt. Ltd.

[Signature]
Director

TOTAL AREA=39400.00 SQM

SIGN—

SIGN—



POSSESSION TAKEN OVER

POSSESSION HANDED OVER

LEASE PLAN FOR
PLOT NO—GH—7A
OF SECTOR—01
GREATER NOIDA

PROJ. DEPTT.

[Signature]
ASST. MANAGER

[Signature]
MANAGER

[Signature]
SR. MANAGER

LAND DEPTT.

[Signature]
LEKHPAL

[Signature]
N. TEHSILDAR

[Signature]
TEHSILDAR

LAW DEPTT.

[Signature]
A.L.O.

[Signature]
MANAGER

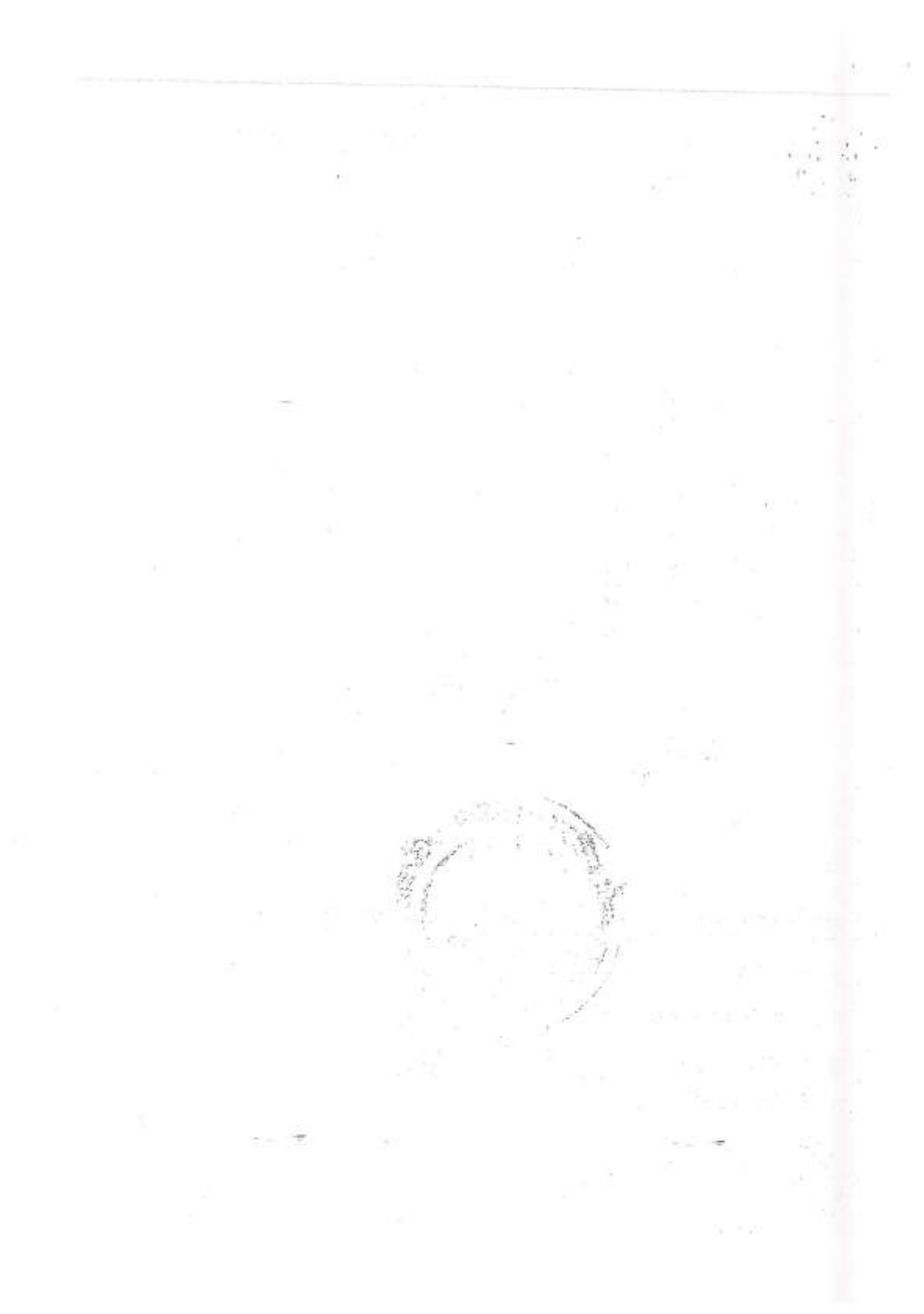
PLNG. DEPTT.

[Signature]
SR. DRAFTSMAN

[Signature]
SR. EXECUTIVE



GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY



- (i) Lessee has paid **Rs. 40,27,074.00** (Rs. Forty Lac Twenty Seven Thousand Seventy Four only) as annual lease rent being 1% 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 lease deed and thereafter, every year, on or before the last date of previous financial year.
 - (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
 - (v) The Lessee has to pay lease rent equivalent to 11 years @1% of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part of 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.


प्रधान कार्यकारी अधिकारी
सेक्टर औरंगा प्राधिकरण
LESSOR

For Anihant Infra Realtors Pvt. Ltd.


7

Director

For Anihant Infra Realtors Pvt. Ltd.


LESSEE



- i) Such allottee/sub Lessee should be citizen of India and competent to contract.
- ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
- iii) Normally, the permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer. 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 sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.

For Arihant Infra Realtors Pvt. Ltd.

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण
LESSOR

8

Director

For Arihant Infra Realtors Pvt. Ltd.
Director
LESSEE

4

THE
FEDERAL
BUREAU OF
INVESTIGATION
UNITED STATES
DEPARTMENT OF JUSTICE
WASHINGTON, D. C.
20535

MEMORANDUM FOR THE DIRECTOR



- 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.
- j) Except otherwise without obtaining the completion certificate, the Lessee shall have option upto 30.09.2010, 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 20,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

NORMS OF DEVELOPMENT

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

Maximum permissible Ground Coverage	35 %
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For Arihant Infra Realtors Pvt. Ltd.

प्रमनक बिल्डर्स
ग्रेंडर नोएडा प्राधिकरण
LESSOR

9

Director

For Arihant Infra Realtors Pvt. Ltd.

LESSEE

Maximum permissible FAR	2.75
Set backs	As per Building Bye-laws
Maximum Height	No Limit

CONSTRUCTION

1. The Lessee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The Lessee shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the LESSOR in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of lease deed.

In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the LESSOR within the period of 5 years from the date of execution of lease deed.

2. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
3. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
 - For first year the penalty shall be 4% of the total premium.
 - For second year the penalty shall be 6% of the total premium.
 - For third year the penalty shall be 8% of the total premium.

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

4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed

For Arihant Infra Realtors Pvt. Ltd.


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण
LESSOR



Director

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For Arihant Infra Realtors Pvt. Ltd.

LESSEE



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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.

MORTGAGE

The Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his Investment in the project on receipt of payment by allottee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the LESSOR, developer and the financial institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged/charged property the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before

For Anhalt Infra Realtors Pvt. Ltd.

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

11

Director

For Anhalt Infra Realtors Pvt. Ltd.

LESSEE

Director



shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of Insolvency/court.

TRANSFER OF PLOT

1. Without obtaining the completion certificate the Lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties upto 30.09.2010, 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 20,000 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 Arihant Infra Realtors Pvt. Ltd.

प्रबन्धक विल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

Director

For Arihant Infra Realtors Pvt. Ltd.

W. S. Sin
Director

LESSEE



MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee shall not use flat for any purpose other than for residential purpose.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Lessor (Authority).

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

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

LIABILITY TO PAY TAXES

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

OVERRIDING POWER OVER DORMANT PROPERTIES

The Lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s)/flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of


प्रशांत भट्टनगर
सेक्टर बीएडा प्राधिकरण

LESSOR

For Arihant Infra Realtors Pvt. Ltd.


Director

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For Arihant Infra Realtors Pvt. Ltd.


LESSEE



the Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the Lessee/sub-Lessee.

MAINTENANCE

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. That the Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
 - a. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
 - b. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
3. That the Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor framed/issued under section 8, 9 and 10 or under any 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.

For Arihant Infra Realtors Pvt. Ltd.

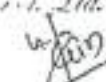

प्रमुख बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR



Director

For Arihant Infra Realtors Pvt. Ltd.


Director

LESSEE



CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of lease in the case of:-

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by Lessor or by any other statutory body.
3. Default on the part of the Lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in sub clause 1 above, then the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be

For Arihant Infra Realtors Pvt. Ltd.


अरिहंत इन्फ्रा रीटर्स प्राइवेट लिमिटेड
ग्रैंटर नॉएडा प्राधिकरण
LESSOR


Director

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For Arihant Infra Realtors Pvt. Ltd.

LESSEE



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.
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.

For Arihant Infra Realtors Pvt. Ltd.



Director



प्रधानमन्त्री बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

For Arihant Infra Realtors Pvt. Ltd.



Director

LESSEE





दिल्ली DELHI

Undertaking

L 566175

This undertaking is signed and executed at Delhi on the 8th day of October, 2010 by

1. M/s. Arihant Buildcon Pvt. Ltd., a company incorporated under the Companies Act, 1956 with its registered office at 215, Karkardooma, Delhi-110092 through its Director, Mr. Kaushal Jain hereinafter referred as lead member of consortium.
2. M/s. Mahalaya Infrastructure Private Ltd., a company incorporated under the Companies Act, 1956 with this registered office at C-181, Anand Vihar, Delhi-110092 through its Director, Mr. Rajesh Jain hereinafter referred as relevant member of consortium.
3. M/s. Surya Merchant Ltd., a company incorporated under the Companies Act, 1956 with this registered office at 30, Netaji Subhash Marg, Daryaganj, New Delhi -110002 through its Authorised Signatory, Mr. N. J. Thomas hereinafter referred as relevant member of consortium.



M/s. Prateek Buildtech (India) Pvt Ltd., a company incorporated under the Companies Act, 1956 with this registered office at 103-104, Himalaya Palace, 65, Vijay Block, Laxmi Nagar, Delhi - 110092 through its Director, Mr. Prashant Kumar Tiwari hereinafter referred as relevant member of consortium.

For Mahalaya Infrastructure Pvt. Ltd.

For Arihant Infra Realtors Pvt Ltd.

For Prateek Buildtech (India) Pvt. Ltd.

प्रबन्धक विलडर्स
ग्रेटर नोएडा प्राधिकरण

Director

35950 = 8 JUL 2010

Gr. No. Date Rn

Name *Radha Sharma*

R/n *212*

Purpose Through *unpaid*

W.r.t. 1-04-2010 to 31-03-2011

RADHA SHARMA, L. No. 458

Karkardoma Court, Shahdara, Delhi-110032



WHEREAS in response to the invitation for bid in the BRS-02/2010 (scheme Code) of the Builders Residential/Large Group Housing Plots floated by the Greater Nodia Industrial Development authority (hereinafter referred to as GNIDA) the Consortium under the banner M/s Arihant Buildcon Pvt. Ltd., (name of company/consortium) submitted their bid for allotment of Plot No. GH-7, Sector 1, Greater Nodia area measuring 65600 square meter and agreed to abide by all the terms and conditions set out in the brochure of the scheme.

AND WHEREAS the GNIDA vide letter bearing No. PROP/BRS/2010/1490 dated 23 April 2010 allotted plot No. GH-7, Sector 1 having an area of 65600 square meter in favour of Consortium. The Area available as per lease plan is 65557 square meter.

AND WHEREAS upon being called to have lease deed of the allotted plot executed in the name of the consortium, the lead member and the relevant members agreed amongst themselves that as permissible under clause C-8(e), of the brochure of the scheme the Lease Deed of an area of 39400 square meter be executed in the favour of the M/s Arihant Infra Realtors Pvt. Ltd (an SPC of lead member Arihant Buildcon Pvt. Ltd & its relevant members M/s. Mahalaya Infrastructure Private Ltd., M/s. Surya Merchant Ltd.,) incorporated under companies act 1956, with its registered office at 601, 6th Floor, Plot No-17, Sachdeva Tower, Community Center, Karkardooma, Delhi-110092 and a separate lease deed of an area of 26157 square meter be executed in favour of M/s Prateek Buildtech (India) Pvt Ltd. (relevant member) and a request letter dated 30th July 2010 was addressed to GNIDA in this regard.

And whereas a request of the lead member and the relevant members as contained in the said letter dated 30-07-2010 has been agreed in principal by GNIDA subject to certain condition as communicated in GNIDA's letter dated 07-10-10 including submission of an Undertaking

Now therefore this undertaking witnesses as under:-

1. That we, the lead member and the relevant member do hereby agreed that, notwithstanding the execution of lease deed of an area of 39400 square meter in favour of M/s Arihant Infra Realtors Pvt. Ltd (an SPC of lead member Arihant Buildcon Pvt. Ltd & its relevant members M/s. Mahalaya Infrastructure Private Ltd. & M/s. Surya Merchant Ltd.,) incorporated under companies act 1956, with its registered office at 601, 6th Floor, Plot No-17, Sachdeva Tower, Community Center, Karkardooma, Delhi-110092 and an area of 26157 square meter be executed in favour of M/s Prateek Buildtech (India) Pvt Ltd. (relevant member). We shall be jointly and severally liable for the due compliance of all the terms and condition of the lease deed, including but not limited to payment of consideration for the area mentioned in both the lease deeds and any breach of the aforesaid, by one of us, shall constitute breach also by the other and thereby empower the GNIDA to take action against both of us.



प्रधान अधिकारी
ग्रेटर नोडिया प्रविकासण

For Mahalaya Infrastructure Pvt. Ltd.

Gaur
Pinnar

For Prateek Buildtech (India) Pvt. Ltd.

For Surya Merchant Ltd.



2. That each of us jointly and severally agree that this undertaking shall form part of Lease Deed to be executed and necessary clause(s) to this effect shall be stipulated in the Lease Deed to be executed.
3. That any breach of the conditions set out in this undertaking shall render the permission granted in principle vide GNIDA's letter dated 07/10/2010/withdrawn in case Lease Deed has been executed, then the breach of these present shall constitute a breach of the lease deed for which GNIDA shall be entitled to take action against us, including determination of both the lease deeds to be executed.
4. That, in terms of clause 8 (a) of the scheme, undertake that the lead member of the consortium shall retain at least 26% of the share holding as per MOA till the completion certificate of atleast one phase of the project is obtained from GNIDA.
5. That each of the signatory of on behalf of Lead Members and Relevant Member has been duly authorized by their respective Board of Directors to submit this Undertaking. A copy of the board resolution in favour of each of the signatory is being annexed as a annexure 'A', 'B', 'C' & 'D' to this Undertaking and the same shall be deemed to be part of Undertaking.



6. That this Undertaking has been given by us voluntarily and without any threat, coercion or duress of any kind whatsoever.

For Arihant Infra Realtors Pvt. Ltd.

For Mahalaya Infrastructure Pvt. Ltd.
 For Arihant Infra Realtors Pvt. Ltd.

For Pratik Builders (India) Pvt. Ltd.

प्रवन्धक बिल्डर्स
 ग्रेटर नोएडा प्राधिकरण

Director

Director
 PRATIK BUILDERS LTH

Another Signatory



IN WITNESSES WHEREOF each of the executants have appended their signature in the presence of each other on the day first mentioned above.

WITNESS:

For Arihant Buildcon Pvt. Ltd

1.

2.

(Kaushal Jain)
Director
First Party



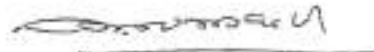
For Mahalaya Infrastructure Pvt.Ltd

For Mahalaya Infrastructure Pvt. Ltd

(Rajesh Jain)
Director
Second Party



For Surya Merchants Ltd.
a **MERCHANTS LTD**



(Mr. N. J. Thomas)
Authorised Signatory
Third Party



For Prateek Buildtech (India) Pvt. Ltd.

For Prateek Buildtech (India) Pvt. Ltd.

(Prashant Kumar Tiwari)

Director
Fourth Party

For Arihant Infra Realtors Pvt. Ltd.

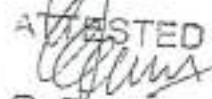
Director

For Arihant Infra Realtors Pvt. Ltd.



प्रमाणित बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

11.1 OCT 2021

ATTESTED

R. P. AZAD
Notary Public
Delhi (India)





Arihant
Build Con. (P) Ltd.

Arihant Build Con. Pvt. Ltd.

Regd. Office : 215, Karkardooma, Delhi-110092

ANNEXURE 'A'

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ARIHANT BUILDCON PVT. LTD. IN THEIR MEETING HELD ON 8TH OF OCTOBER 2010 AT 11 AM AT THE REGISTERED OFFICE OF THE COMPANY AT 215, KARKARDOOMA, DELHI - 110092.

The Chairman informed that the Consortium consisting of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd. and Prateek Buildtech (India) Pvt Ltd. has been allotted Group Housing Plot No. GH-07, Sector 1, Greater Noida measuring 65557 sq. mtrs. It has been decided between the Consortium Members that M/s Arihant Buildcon Pvt. Ltd., M/s Mahalaya Infrastructure Private Ltd. & M/s Surya Merchant Ltd. will get registered 39400 Sq. Mtrs. Land in the name of M/s Arihant Infra Realtors Pvt. Ltd. (A SPC of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd.) and the balance 26157 Sq. Mtrs. Land will be got registered by M/s Prateek Buildtech (India) Pvt Ltd., and both the parties shall implement their projects independently. On the request of all the companies, Greater Noida Authority has approved sub - division of the land accordingly. The Chairman informed that for the purpose of getting the land registered in the name of the company, an undertaking that the Consortium shall abide by the terms of allotment till all payments are made to the Authority has to be given by the Company for which authorization of the Board is required. After detailed discussion, the following Resolution has been passed:

"RESOLVED THAT the Company do get the land allotted to it by Greater Noida Industrial Development Authority of Plot No. GH-7A, Sector - 1, Greater Noida, measuring 39400 Sq. Mtrs. duly sub divided and registered in the name of the Company M/s Arihant Infra Realtors Pvt. Ltd. (A SPC of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd.) as approved by the said Authority."

"RESOLVED FURTHER THAT Shri Kaushal Jain, Director, be and is hereby authorized to sign the Undertaking on behalf of the Company."


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

For Arihant Infra Realtors Pvt. Ltd.

Certified True Copy

For Arihant Buildcon Pvt. Ltd.

Director
Director

For Arihant Infra Realtors Pvt. Ltd.

Signature of Shri Kaushal Jain

Director

Attested





MAHALAYA INFRASTRUCTURE PVT LIMITED

E-62, Sector-63, Noida, U.P., India
Tel-Fax : +91-120-4542411, +91-120-4542412
email : mahalayainfra@gmail.com/ info@mahalayainfra.com
www.mahalayainfra.com
Regd. Off.: - C-181, Anand Vihar, Delhi - 110092

ANNEXURE 'B'

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF MAHALAYA INFRASTRUCTURE PVT. LTD. IN THEIR MEETING HELD ON 8TH OF OCTOBER 2010 AT 11 AM AT THE REGISTERED OFFICE OF THE COMPANY AT C-181, ANAND VIHAR, DELHI - 110092.

The Chairman informed that the Consortium consisting of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd. and Prateek Buildtech (India) Pvt Ltd. has been allotted Group Housing Plot No. GH-07, Sector 1, Greater Noida measuring 65557 sq. mtrs. It has been decided between the Consortium Members that M/s Arihant Buildcon Pvt. Ltd., M/s Mahalaya Infrastructure Private Ltd. & M/s Surya Merchant Ltd. will get registered 39400 Sq. Mtrs. Land in the name of M/s Arihant Infra Realtors Pvt. Ltd. (A SPC of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd.) and the balance 26157 Sq. Mtrs. Land will be got registered by M/s Prateek Buildtech (India) Pvt Ltd., and both the parties shall implement their projects independently. On the request of all the companies, Greater Noida Authority has approved sub - division of the land accordingly. The Chairman informed that for the purpose of getting the land registered in the name of the company, an undertaking that the Consortium shall abide by the terms of allotment till all payments are made to the Authority has to be given by the Company for which authorization of the Board is required. After detailed discussion, the following Resolution has been passed:

"RESOLVED THAT the Company do get the land allotted to it by Greater Noida Industrial Development Authority of Plot No. GH-7A, Sector - 1, Greater Noida, measuring 39400 Sq. Mtrs. duly sub divided and registered in the name of the Company M/s Arihant Infra Realtors Pvt. Ltd. (A SPC of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd.) as approved by the said Authority."

"RESOLVED FURTHER THAT Shri Rajesh Jain, Director, be and is hereby authorized to sign the Undertaking on behalf of the Company."

Certified True Copy

For Mahalaya Infrastructure Pvt. Ltd.

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

For Arihant Infra Realtors Pvt. Ltd.

Director

Signature of Shri Rajesh Jain

Director

For Arihant Infra Realtors Pvt. Ltd.

Director

Attested

Director

100



Surya Merchants Limited

Head Office : Plot No. 1, Sector-5, Vaishali, Ghaziabad (U.P.) - 201010
Tele/Fax : 95120-2770672

ANNEXURE 'C'

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF SURYA MERCHANTS LTD. IN THEIR MEETING HELD ON FRIDAY THE 1st OF OCTOBER 2010 AT 11 AM AT THE REGISTERED OFFICE OF THE COMPANY AT 1010, FAIZ ROAD, KAROL BAGH, NEW DELHI 110 005

The Chairman informed that the Consortium consisting of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd. and Prateek Buildtech (India) Pvt. Ltd. has been allotted Group Housing Plot No. GH-07, Sector 1, Greater Noida measuring 65557 sq. mtrs. It has been decided between the Consortium Members that M/s Arihant Buildcon Pvt. Ltd., M/s Mahalaya Infrastructure Private Ltd. & M/s Surya Merchant Ltd. will get registered 39400 Sq. Mtrs. Land in the name of M/s Arihant Infra Realtors Pvt. Ltd. (A SPC of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd.) and the balance 26157 Sq. Mtrs. Land will be got registered by M/s Prateek Buildtech (India) Pvt. Ltd., and both the parties shall implement their projects independently. On the request of all the companies, Greater Noida Authority has approved sub - division of the land accordingly. The Chairman informed that for the purpose of getting the land registered in the name of the company, an undertaking that the Consortium shall abide by the terms of allotment till all payments are made to the Authority has to be given by the Company for which authorization of the Board is required. After detailed discussion, the following Resolution has been passed:

"RESOLVED THAT the Company do get the land allotted to it by Greater Noida Industrial Development Authority of Plot No. GH-7A, Sector - 1, Greater Noida, measuring 39400 Sq. Mtrs. duly sub divided and registered in the name of the Company M/s Arihant Infra Realtors Pvt. Ltd. (A SPC of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd.) as approved by the said Authority."

"RESOLVED FURTHER THAT Shri N. J. Thomas, Authorised Signatory, be and is hereby authorized to sign the Undertaking on behalf of the Company."

Certified True Copy
For Surya Merchants Ltd.

Signature of Shri N.J. Thomas
Authorised Signatory
Attested

Director

प्रबन्धक-बिल्डर्स
ग्रेंडर नोएडा प्राधिकरण

For Arihant Infra Realtors Pvt. Ltd.

Director

For Arihant Infra Realtors Pvt. Ltd.

Director



ANNEXURE 'D'

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PRATEEK BUILDTECH (INDIA) PVT. LTD. IN THEIR MEETING HELD ON 8TH OF OCTOBER 2010 AT 11 AM AT THE REGISTERED OFFICE OF THE COMPANY AT 103-104, HIMALAYA PALACE, 65, VIJAY BLOCK, LAXMI NAGAR, DELHI - 110092.

The Chairman informed that the Consortium consisting of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd. and Prateek Buildtech (India) Pvt Ltd. has been allotted Group Housing Plot No. GH-07, Sector 1, Greater Noida measuring 65557 sq. mtrs. It has been decided between the Consortium Members that M/s Arihant Buildcon Pvt. Ltd., M/s Mahalaya Infrastructure Private Ltd. & M/s Surya Merchant Ltd. will get registered 39400 Sq. Mtrs. Land in the name of M/s Arihant Infra Realtors Pvt. Ltd. (A SPC of Arihant Buildcon Pvt. Ltd., Mahalaya Infrastructure Private Ltd., Surya Merchant Ltd.) and the balance 26157 Sq. Mtrs. Land will be got registered by M/s Prateek Buildtech (India) Pvt Ltd., and both the parties shall implement their projects independently. On the request of all the companies, Greater Noida Authority has approved sub - division of the land accordingly. The Chairman informed that for the purpose of getting the land registered in the name of the company, an undertaking that the Consortium shall abide by the terms of allotment till all payments are made to the Authority has to be given by the Company for which authorization of the Board is required. After detailed discussion, the following Resolution has been passed:

"RESOLVED THAT the Company do get the land allotted to it by Greater Noida Industrial Development Authority of Plot No. GH-7B, Sector - 1, Greater Noida, measuring 26157 Sq. Mtrs. duly sub divided and registered in the name of the Company as approved by the said Authority."

"RESOLVED FURTHER THAT Shri Prashant Kumar Tiwari, Director, be and is hereby authorized to sign the Undertaking on behalf of the Company."

Certified True Copy


प्रबन्धक-बिल्डर्स
ग्रेटर नोएडा प्राविकरण

For Arihant Infra Realtors Pvt. Ltd.

For PRATEEK BUILDTECH (INDIA) PVT. LTD.





Director

Signature of Shri Prashant Kumar Tiwari

Director

Attested




For Arihant Infra Realtors Pvt. Ltd.

Director




12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest.
15. All terms and conditions of brochure and its corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.


IN WITNESS WHEREOF the parties have see their hands on the day and in the year herein first above written.
In presence of:

Witnesses:

1. 
(RAJESH JAIN)
S/o Late S. D. L. JAIN
R/o C-181, Anandvihar, Delhi-92


प्रत्यक्ष विल्लर्स
सेटर नोएडा प्राधिकरण

For and on behalf of LESSOR


2. 
G.K. Sharma
S/o M.L. Sharma
T.C. 123

For and on behalf of LESSEE

For Arihant Infra Realtors Pvt. Ltd.



Director


प्रत्यक्ष विल्लर्स
सेटर नोएडा प्राधिकरण

LESSOR

For Arihant Infra Realtors Pvt. Ltd.


Director

LESSEE

आज दिनांक 12/10/2010 को

वही सं 1 जिल्द सं 7437

पृष्ठ सं 315 से 372 पर कमांक 22063

रजिस्ट्रीकृत किया गया।


(राजबहादुर सिंह)

उपनिबन्धक, सदर

गौतमबुद्धनगर

12/10/2010

