सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹10

e-Stamp

Certificate No.	:	IN-DL29163467075848W
Certificate Issued Date	:	17-Jan-2024 05:46 PM
Account Reference	:	IMPACC (IV)/ dl1027503/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL102750320894442234466W
Purchased by	:	ELDECO REAL ESTATE LIMITED
Description of Document	:	Article 4 Affidavit
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ELDECO REAL ESTATE LIMITED
Second Party	:	Not Applicable
Stamp Duty Paid By	:	ELDECO REAL ESTATE LIMITED
Stamp Duty Amount(Rs.)	:	10 (Ten only)

सत्यमेव जयते

₹10

Please write or type below this line

NOTARY PUBLIC App. By. Govt. of India Regd. No.7717 Area- Delhi Juris Extd Whole India Sriman Narayan Sharma

AFFIDAVIT CUM UNDERTAKING

NOTARY PUBLIC App. By. Govt. of India Regd. No.7717 Area- Delhi Juris Extd Whole India Sriman Narayan Sharma

I, Vimal Kumar Behl, Director of Eldeco Real Estate Limited ("**Promoter**") having its Registered Office at 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, New Delhi – 110025, is developing the proposed residential project 'Eldeco La Vida Bella' on land admeasuring 14998 sqm , (herein "**Project Land**") situated at GH-02C, Sector-12, Greater Noida, Uttar Pradesh, do hereby state and confirm as under:-

1. That Greater Noida Industrial Development Authority ("**GNIDA**") under Scheme for builder plots at Greater Noida (Scheme Code: 2022) had invited Bid from various Builders for development of Group Housing on land admeasuring 14998 sqm at Plot no. GH-02C, Greater Noida ("**Bid**")

2. That pursuant to clause 1.2.5 of the Bid document, the Bidder is allowed to form consortium for filing the Bid and once the Bidder is selected, the Bidder shall form a Special Purpose Company ("**SPC**") and subsequently SPC will carry out all the responsibility of the Bidder/Allotee. A copy of the Bid Document is enclosed as **Annexure – 1.**

3. That Savana Builders Company Limited (referred as "Savana" being the '**Lead Member**') and Eldeco Infrastructure & Properties Limited (referred as "EIPL" being the '**other member**') (jointly referred as "**Consortium Members**"),

4. That Savana is the wholly owned subsidiary of EIPL and in accordance both the Consortium Members have entered into a consortium agreement in line with GNIDA's standard practice for the aforementioned purpose and submitted a bid for the Project Land. A copy of the Consortium Agreement enclosed as **Annexure-2**

4. That the Consortium Members were the successful bidder of Project Land and pursuant thereof GNIDA issued the Allotment Cum Intimation, referenced as GN/BUILDERS/BRS-01/2022/2023/86, dated 17.02.2023, to the Consortium Members.

5. That the Consortium Members in terms of Bid formed a SPC named "Eldeco Real Estate Limited" for fulfilling all obligations as the Allottee/Lessee of Project Land. Consequently, on 19.06.2023, GNIDA granted permission for the lease deed execution in favor of Eldeco Real Estate Limited, a copy of same has been attached as **Annexure-3.**

6. That on 26.06.2023 GNIDA executed the Lease Deed for the Project Land in favour of "Eldeco Real Estate Limited", duly registered on 27.06.2023, at the office of the concerned Sub-Registrar, Greater Noida. The registration details are documented in book no. -1, Jild No. 23947, spanning pages 223-330, with S.No. 24763. A copy of the Lease Deed enclosed as **Annexure-4.**

7. That Eldeco Real Estate Limited (SPC/Promoter) is undertaking the development of group housing project on the Project Land, under the name "**Eldeco La Vida Bella,**" accordingly being the Lessee it submitted the building plan with GNIDA. As the Consortium Members were the successful bidder, GNIDA issued the building plan approval letter in favour of Consortium Members referenced as PLG/BP:SM-22-Aug-2023:19040, dated 17.01.2024 and release the building plan in the name of Eldeco Real Estate Ltd. The building plan encompasses various amenities such as group housing, commercial spaces, parks, utilities, and common services, with a validity extending for five years, until 16.01.2029.

NOTARY PUBLIC
App By
Govt. of India
Regd. No.7717
Area- Delhi
Juris Extd
Whole India
Sriman Narayan Sharma

Deponent

Verification

The content of my above Undertaking are true and correct and nothing material has been concealed by me therefrom.

Verified by me on this day of 2nd February, 2024

Deponent

NOTARY PUBLIC
App By
Govt. of India
Regd. No.7717
Area- Delhi
Juris Extd
Whole India
Sriman Narayan Sharma

ATTESTED

Notary Public
(INDIA)
02 FEB 2024

Greater GNIDA Industrial Development Authority

Plot No. 1, Knowledge Park IV, Greater GNIDA, Uttar Pradesh 201310

SCHEME FOR BUILDER PLOTS IN GREATER GNIDA

(SCHEME CODE: 2022)

Data sheet

#	Head	Details
1.	Date of issue of the scheme brochure	As mentioned in the portal
2.	Date of closure of the scheme/last date of submission of application form	As mentioned in the portal
3.	Contact person, designation and contact details (address and phone nos.) in the Authority office	**Builder Department** Greater GNIDA Industrial Development Authority Plot No: 01, Knowledge Park IV, Greater GNIDA Uttar Pradesh 201310 Phone No: +91-120 2336030 Website: https://www.greaterGNIDAauthority.in/
4.	Allotment method for the scheme	**e-Auction**
5.	Availability of scheme brochure (GNIDA)	Can be downloaded from the Authority's website https://www.greaterGNIDAauthority.in/ https://etender.sbi
6.	Processing Fee	For plots up to 5000 Sqm: INR 1.15 Lakhs **(inclusive of GST)** For plots more 5000 Sqm but up to 10000 Sqm: INR 2.15 lakhs **(inclusive of GST)** For plots more 10,000 Sqm: INR 4.15 lakhs **(inclusive of GST)**
7.	Earnest Money Deposit/ Registration Money	10% of premium/ cost of plot
8.	Allotment Money	100 percent of total Premium/cost of the plot after adjusting Earnest Money/Registration Money shall be deposited by the successful bidder within 90 days of the date of issuance of Allotment Letter without interest. In case, the due Allotment Money, as mentioned above, is not deposited within the stipulated period, the allotment of the plot shall be cancelled, and money deposited as Earnest Money/ Registration Money shall be forfeited.
9.	Payment Schedule	100% within 90 days form the issue of Allotment letter.
10.	Mortgage permission fee	As per the prevailing policy of the Authority, if at all, at the time of submission of Permission to Mortgage request letter by the Allottee and after payment of the prescribed Fees/Charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ GNIDA the date permission is granted.
11.	Transfer	No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor. Thereafter, Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter.
12.	Period of lease	The allotment of plot will be made on leasehold basis for a period of 90 years from the date of execution of Lease Deed.

#	Head	Details
13.	Location charges	As per Clause No. 3.4
14.	Permissible development activity	Only Residential and Support activities as per the Master Plan of Greater GNIDA are permitted on these plots.
15.	Norms of development	1. FAR: As per Building Byelaws 2. Norms related to permissible Ground Coverage, setbacks and permissible height shall be as per Building Bylaws of the GNIDA at the last date of Bid Submission. 3. Other norms for development/construction shall be as per the applicable Building Regulations of GNIDA at the last date of Bid Submission. 4. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations at the last date of Bid Submission of GNIDA shall prevail.
16.	Reserve Price	As per prevailing Sector Wise Rate List on the last date of Proposal Submission. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2022-2023. (Office order: 27314/GN/Finance/2022-23 Dated: 19/04/2022) including metro location charges, if applicable.
17.	Rate of annual Lease Rent	1% of the total premium of the plot shall be increased automatically by 50% every ten years.
18.	Construction Period	As per clause No. 2.1: The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the GNIDA 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 temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the GNIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the pro-rata land shall be applicable as per the prevailing policy, at the time of grant of such extension. 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
19.	Amalgamation or Sub- division	No amalgamation or sub-division shall be allowed on the allotted plots. The Allottee shall be solely responsible for the development/construction of all proposed activities as approved by the Authority.
20.	Consortium	Allowed but will remain unchanged till Completion of full project.

1 Section I: Instructions to the Applicants

1.1 Definitions:

i. "Authority" means the Greater GNIDA Industrial Development Authority
ii. "Authorised Bank" implies the bank that has been identified by the Authority
iii. "Allotment letter" is the letter issued by the Authority to the Allottee confirming the allotment under a particular scheme for which application was submitted
iv. "Allotment money" is the amount as prescribed in the scheme e-brochure and is expected to be deposited by the Allottee within the given time period
v. "Allottee" is the person whose bid for allotment has been approved by the competent officer
vi. "Allotment committee" is a committee constituted at the Authority for scrutiny of the applications received for allotment under the advertised scheme.
vii. "Applicant/Bidder" is the person/entity who has submitted bid in response to this scheme.
viii. "Building Byelaws/Regulations" as notified by the Authority for development of land and construction of buildings
ix. "Consortium" refers to the group of entities (not exceeding 5) jointly submitting the tender/proposal as a Tenderer. Each of the members of the Consortium shall individually be referred to as "Consortium Member".
x. "Day" means calendar day
xi. "Occupancy certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as fit for occupancy post completion
ii. "Functional certificate" refers to the certificate issued by the concerned department in Authority to declare the unit as functional/operational
i. "Government" means the Government of Uttar Pradesh
ii. "Net worth" from Financial Statement, where Net worth shall be calculated as below:
   a. In case of a Company: Net Worth is the Paid-up share capital (excluding share application money) plus Reserves and surpluses (excluding revaluation reserve) less Preliminary and pre-operative expenditure; less Miscellaneous expenditure to the extent not written off; less accumulated losses; less intangible assets. (Figures are to be taken from the last audited balance sheet of the Company)
   b. In case of a Partnership firm/ LLP Firm: Contribution by each partner taken together in the capital of the firm shall be considered as Net Worth of the firm excluding intangible assets, if any.
   c. In case of an Individual: Net Worth statement (relating to application made by proprietorship firm) certified by the applicant's statutory auditors/ Chartered Accountant along with certified true copies of income tax / wealth tax returns with all its enclosures as submitted to Income Tax Authority, should be submitted.
iii. "Lease Rent" is the amount paid by the Lessee to the Lessor as rental against the property allocated to the Lessee
iv. "Lease Deed" is a contractual agreement by which Lessor conveys a property to Lessee, for a limited period, subject to various conditions, in exchange for Lease Rent, but still retains ownership.
v. "Lessee" is the person/entity who holds the lease of a property or tenant
vi. "Lessor" refers to a person/entity who leases or rents a property to another; the owner which in this case is GNIDA.
vii. "Transfer Deed" refers to the Document (instrument) by which a property (herein land) is conveyed from its owner (in this case GNIDA) to its tenant.
viii. "Occupancy certificate" refers to the certificate issued by the Authority on completion of the building construction as per provisions of Building Regulations
ix. "Sub-Lessee" is the person/entity who holds a lease of a property which was given to another person/entity for all or part of a property.
x. "Reserve Price" is the minimum price as determined by the Authority for this scheme/property and would act as the base price at which the bidding starts.

xi. "Total Premium of the plot" is the total amount payable to the Authority calculated as the quoted bid price per sqm multiplied by the total area of the plot. (GST and Taxes if any is over and above this premium and are not included in the definition of Total Premium).

xii. "Authorized Signatory" Officer or representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.

xiii. "P.T.M." Permission to Mortgage.

xiv. "First Phase of Project" means construction of minimum permissible FAR as per minimum FAR for applying completion as defined in Building Bylaws on last date of Proposal/Bid Submission

iii. "Second/Final Phase of Project" means construction of minimum 90% of permissible FAR or Sanctioned FAR, whichever is higher/more.

1.2 Eligibility Criteria

1.2.1 Any Proprietor or Partnership Firm, Limited Liability Partnership Firm (LLP), Private or Public limited Company can submit Bid(s) for one or more than one plot. The firms and the companies should be registered in India.

1.2.2 Bidder(s)/Applicant(s)/Consortium Partner(s) or their Directors or Promoters which are defaulters or as part of the defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission are not eligible to participate and their Bids shall be automatically disqualified.

1.2.3 The Bidder should be competent to contract.

1.2.4 A separate application form shall be required to be submitted for each plot.

1.2.5 In case where the plot is greater than or equal to 10,000 Sqm, the Bidder may form a consortium as per the following conditions:

i. Members of Consortium will have to specify one Lead Member who alone shall be authorized to correspond with the Greater GNIDA Authority. Lead Member should be the single largest shareholder having equity stake of at least 30%.

ii. Each member of the consortium will have equity stake of at least 5%.

iii. The group of entities jointly submitting the Bid as a Consortium shall not exceed 5 (five).

iv. The Lead Member and the Consortium Members should jointly qualify the minimum financial requirement of net worth, solvency and turnover in proportion to their percentage shareholding in the consortium created and shall be calculated as illustrated in the following example:

a. In case of a consortium with the following shareholding:
   - Lead Member = 51% Share
   - Consortium Member = 20% Share
   - Consortium Member = 20% Share
   - Consortium Member = 9% Share

b. In this case, the Net Worth/ Solvency/ Turnover for the consortium shall be sum of Eligible Net Worth/ Solvency/Turnover in proportion to their percentage shareholding in the consortium. The Eligible Net Worth/ Solvency/ Turnover for the individual Consortium Members shall be calculated as follows:
   - Eligible Net Worth/Solvency/Turnover for a Consortium Member = Shareholding Percentage x Net worth of Consortium Member

c. For example, if the Total Net Worth of Consortium members is as follows:
   - Lead Member = 50 Crore
   - Consortium Member = 20 Crore
   - Consortium Member = 20 Crore
   - Consortium Member = 20 Crore

d. The Eligible Net Worth shall be as follows:
   - Lead Member = 51% x 50 Crore = 25.5 Crore

- Consortium Member = 20% x 20 Crore = 4 Crore
- Consortium Member = 20% x 20 Crore = 4 Crore
- Consortium Member = 20% x 9 Crore = 1.8 Crore

In this case, the Total Eligible Net Worth of Consortium shall be: 25.5 + 4 + 4 + 1.8= 35.3 Crore

v. In case of a Consortium, the members shall submit an Irrevocable Memorandum of Agreement (MOA) conveying their intent to jointly apply for the scheme(s), and in case the plot is allotted to them, the MOA shall clearly define the role and responsibility of each member in the consortium, particularly with regard to arranging debt and equity for the project and its implementation duly registered/notarized with appropriate authority.

vi. Special Purpose Company (SPC)

a. In case a plot is allotted to a Consortium, they have to form a Special Purpose Company (SPC) that will subsequently carryout all its responsivities as the Allottee. The SPC must be necessarily be Firm/Company registered in India with the appropriate Statuary Authority. The shareholding and Lead Member of the SPC shall be same as the MOA signed between all Consortium Members. Lease deed shall be made in favor of the Special Purpose Company (SPC).

b. All SPC Members/Shareholders shall be jointly and severely responsible for the successful implementation of the Project.

c. All Members/Shareholders of the SPC shall have to maintain 100% shareholding/ownership and their shareholding/ownership percentage shall remain same till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

1.3 Financial Eligibility

1.3.1 The applicants must qualify the following financial eligibility criteria:

#	Parameters	For plots up to 1 lakh Sqm	For plots more 1 lakh Sqm
I	**Minimum Net Worth as on end of previous financial year (31.3.2021 or 31.3.2022) from the date of application** duly certified by the Bidder/Applicant's statutory auditors/ Chartered Accountant	**INR 30 Crores**	**INR 60 Crores**
II	**Minimum Solvency as per Certificate not more than 6 months** old, from a Nationalised/ Scheduled Bank	**INR 5 Crores**	**INR 10 Crores**
III	**Minimum Total Cumulative Turnover** for the any last 3 accounting years duly audited by the Bidder/Applicant's Statutory Auditors / Chartered Accountant i.e. **2018-19, 2019-20, 2020-21 and 2021-22** as per the last published balance sheets.	**INR 100 Crores**	**INR 200 Crores**

1.3.2 Note: Bidder(s)/Applicant(s)/Consortium partners or their Directors or Promoters which are part of the defaulters' lists as per record of GNIDA on the last date of Bid / Proposal Submission are not eligible to participate and their Bids shall be automatically disqualified.

1.4 How to Apply

1.4.1 Portal for e-auction https://etender.sbi can also be accessed through a link at GNIDA website www.greaterGNIDAauthority.in

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₹100

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Certificate No.	:	IN-DL34068087026986U
Certificate Issued Date	:	20-Dec-2022 11:24 AM
Account Reference	:	IMPACC (IV)/ dl1027503/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL102750312306357756812U
Purchased by	:	Savana Builders Company Limited
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Savana Builders Company Limited
Second Party	:	Not Applicable
Stamp Duty Paid By	:	Savana Builders Company Limited
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

सत्यमेव जयते

₹100

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CONSORTIUM AGREEMENT

This Consortium Agreement ("Agreement") is executed at New Delhi on this 23rd day of December, 2022

For Savana Builders Company Limited

Director/ Authorised Signatory

For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

BETWEEN

M/s. Savana Builders Company Limited, a Company incorporated under the Companies Act, 2013 and having its Registered Office at 201-212, Splendor Forum, Second Floor, Jasola District Centre, New Delhi-110025, acting through its Director, Mr. Varun Kapoor duly authorized by a resolution of the Board of Directors dated 12th December, 2022

(hereinafter referred to as the "Savana" which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the **ONE PART ;**

AND

M/s Eldeco Infrastructure and Properties Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Shop No. S-16, Second Floor, Eldeco Station 1, Site No. 1, Sector 12, Faridabad, Haryana-121007 acting through its Authorised Signatory, Mr. Parag Dimri, duly authorized by a resolution of the Board of Directors dated 16th December, 2022.

(hereinafter referred to as the "EIPL") which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the **SECOND PART;**

(Hereinafter jointly referred to as "**Consortium**" or "**Parties**" and individually as "**Party**")

WHEREAS in terms of E-auction of the Online Bidding scheme Code -- BRS-01-2022 (hereinafter referred as "Scheme/Bid"), Greater Noida Industrial Development Authority (hereinafter referred to as '**GNIDA**') has invited Bid for the Builder Plot for land admeasuring 14,998 sq m. located at "Plot no GH-02C situated at Sector 12 Greater Noida, Uttar Pradesh" on lease basis (referred as "Project"). The Bidders shall meet the eligibility conditions as stipulated by **GNIDA** for participating in the Bid for executing the Project as floated by **GNIDA.**

AND WHEREAS in terms of the Bid Documents the Parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the Bid process by forming a Consortium between themselves.

AND WHEREAS the Parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid Scheme/Bid and have decided to reduce the agreed terms to writing.

AND WHEREAS it is necessary for the members of the Parties to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Parties, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THIS CONSORTIUM AGREEMENT HEREBY WITNESSES;

For Savana Builders Company Limited

Varun Kapoor

Director/ Authorised Signatory

For Eldeco Infrastructure & Properties Ltd.

Authorised Signatory

1. **Definitions and Interpretations**

In this Agreement, the capitalized term shall, unless the context otherwise requires, have the meaning ascribed thereto under the Bid.

2. **Consortium**

a) The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purpose of jointly participating in the Bid for the Project.

b) The Parties hereby undertake to participate in the Bid only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly or through any of their Constituents.

c) EIPL believes that it has the necessary qualification to fulfill the technical capability for development of the Project and has the necessary financial capability as detailed in the Scheme.

3. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Bid/Project, it shall incorporate a new special purpose company (the "SPC") under the Indian Companies Act, 2013 for entering into a Lease Deed with GNIDA and for performing all its obligations as the Lessee in terms of the Allotment letter as well as terms of the Lease Deed to be executed for the Project. All terms and conditions contained in this Agreement will, (if required) insofar as they are relevant, be specifically incorporated in the Memorandum/ Articles of Association of the SPC.

4. **Roles of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Savana shall be the Lead member of the Consortium and shall have the power of attorney from the Parties for conducting the business for and on behalf of the Consortium during the Bid and until the signing of the Lease Deed when all the obligations of the SPC shall become effective.

b) EIPL shall be {the Technical/financial Member(s) of the Consortium}.

5. **Shareholding in the SPC**

The Parties agree that the proportion of shareholding among the Parties in the SPC shall be as follows:

Savana: 70% of SPC
EIPL: 30% of SPC

6. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of this knowledge:

i. require any consent or approval not already obtained;

For Savana Builders Company Limited

Director/ Authorised Signatory

For [illegible] Ltd.

Authorised Signatory

ii. violate any Applicable Law presently in effect and having applicability to it;
iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
v. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

8. Termination

In case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by **GNIDA** to the Bidder.

9. Miscellaneous

a) This Agreement shall be governed by laws of India.
b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of **GNIDA**.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of Lead Member by:

For Savana Builders Company Limited

Signature: Director/ Authorised Signatory

Name & Designation: Varun Kapoor
Director

Address: 262, First Floor, Defence Colony
Near Bata Building, Sector 17A, Gurgaon,
Haryana – 122001

For and on behalf of Second Part by:

For Eldeco Infrastructure & Properties Ltd.

Signature: ____________________
Authorised Signatory

Name & Designation: Parag Dimri
Authorised Signatory

Address: 503, Raison Armor Home, Ahinsa
Khand- 2, Indirapuram, Ghaziabad,
Uttar Pradesh-201010

ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण

[illegible]
website : www.greaternoidaauthority.in

पत्रांक- ग्रेनो/बिल्डर्स/2023/353 2073
दिनांक : 19.06.2023 2073 06/19/202
06/19/2023, 18:41:35

सेवा में,

M/s Eldeco Real Estate Limited,
201-212, 2nd Floor, Splendor Forum
Jasola District Centre, Jasola
New Delhi-110025

संदर्भ– चेकलिस्ट संख्या–ग्रेनो/बिल्डर्स/2023/313, दिनांक 30.05.2023

विषय– बिल्डर्स भूखण्ड संख्या– जीएच–02सी, सैक्टर–12, क्षेत्रफल 14998 वर्ग मीटर की लीजडीड कंसोरशियम मेम्बर्स द्वारा गठित स्पेशल परपज कम्पनी के पक्ष में कराने की अनुमति के सम्बन्ध में।

महोदय,

कृपया अपने पत्र दिनांक 05.06.2023 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा आपने प्राधिकरण की बिल्डर्स भूखण्डो की योजना– बीआरएस–01/2022 के अंतर्गत कंसोरशियम के पक्ष में आवंटित बिल्डर्स भूखण्ड संख्या जीएच–02सी, सैक्टर–12, क्षेत्रफल 14998 वर्ग मीटर की लीजडीड कंसोरशियम मेम्बर्स द्वारा गठित स्पेशल परपज कम्पनी M/s. Eldeco Real Estate Limited के पक्ष में कराने का अनुरोध किया गया एवं लीजडीड हेतु प्रपत्र प्रस्तुत किये गये हैं।

उपरोक्त के क्रम में मुख्य कार्यपालक अधिकारी महोदया के अनुमोदन दिनांक 18.06.2023 के क्रम में आपको कंसोरशियम मेम्बर्स M/s. Savana Builders Company Limited (Lead Member) तथा M/s. Eldeco Infrastructure and Properties Limited (Relevant Member) द्वारा संयुक्त रूप से गठित स्पेशल परपज कम्पनी M/s. Eldeco Real Estate Limited के पक्ष में बिल्डर्स भूखण्ड संख्या जीएच–02सी, सैक्टर–12, क्षेत्रफल 14998 वर्ग मीटर की लीजडीड कराने की अनुमति प्रदान की जाती है।

आवंटन की अन्य नियम एवं शर्तें यथावत रहेंगी।

भवदीया,

Signed by
Aradhana
Manager
19/06/23 18:25:13
प्रबन्धक (बिल्डर्स)

builder/HB/BRS-01202200[illegible]/2018/2019

Vinod Kumar Shukla
(Advocate)
Distt G.B Nagar

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

P- 24763

₹2,94,25,000

Certificate No.	:	IN-UP44124173377149V
Certificate Issued Date	:	26-Jun-2023 11:54 AM
Account Reference	:	NEWIMPACC (SV)/ up14056204/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP14056204769036711190895V
Purchased by	:	ELDECO REAL ESTATE LIMITED
Description of Document	:	Article 35 Lease
Property Description	:	PLOT NO. GH-02C, SECTOR-12,GREATER NOIDA,G.B NAGAR, U.P.
Consideration Price (Rs.)	:	
First Party	:	GNIDA
Second Party	:	ELDECO REAL ESTATE LIMITED
Stamp Duty Paid By	:	ELDECO REAL ESTATE LIMITED
Stamp Duty Amount(Rs.)	:	2,94,25,000 (Two Crore Ninety Four Lakh Twenty Five Thousand only)

सत्यमेव जयते

E-STAMP
LOCKED

IN-UP44124173377149V

Please write or type below this line

LEASE DEED

BUILDERS PLOT NO. GH-02C, SECTOR-12, GREATER NOIDA

AREA- 14998 SQM

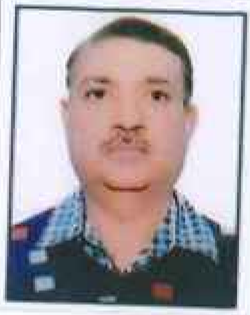
Sadhana
/6/23
प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

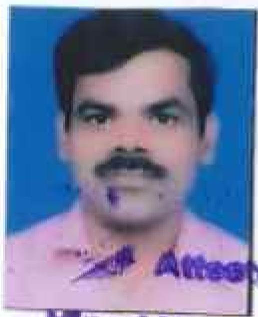
For ELDECO REAL ESTATE LIMITED

Authorised Signatory

0006162823

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.





Attested
Vinod Kumar Shukla
(Advocate)
Distt G.B Nagar (U.P.)

LEASE DEED

This Lease Deed made on 26th day of June, 2023 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. ELDECO REAL ESTATE LIMITED (SPC OF M/s. Savana Builders Company Limited & M/s. Eldeco Infrastructure & Properties Limited), Registered Office 201-212, 2nd Floor, Splender Forum, Jasola District Centre, Jasola, New Delhi-110025 through Authorized signatorySh. Vidhan Chand JhaS/o Sh.Madhu Kant JhaR/oH.No. 68, GadhiChaukhandi, Sector-68, Noida (U.P.) duly authorized by the board of Directors vide Resolution dated 01.06.2023(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 No. **GH-02C, SECTOR- 12, AREA 14998 SQM.** on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats and support facilities according to the setbacks and building plan approved by the lessor.

AND WHEREAS the Lessor has through an E-Bid tender System awarded to **M/s. ELDECO REAL ESTATE LIMITED (SPC OF M/s. Savana Builders Company Limited & M/s. Eldeco Infrastructure & Properties Limited)**,(lessee) the Plot No**GH-02C, SECTOR- 12, AREA 14998 SQM.**Greater Noida after fulfilling the terms and conditions prescribed in the brochure of group housing scheme code –BRS-01/2022 and its corrigendum, if any, vide /Reservation/Allotment Letter No. GN/BUILDERS/BRS-01/2022/2023/86, Dated17.02.2023 for the development and marketing of Group Housing Pockets/ Flats/ on the detailed terms and conditions set out in the said allotment letter and brochure/ bid document of the said SchemeBRS-01/2022. As per the terms and conditions of the scheme, the Lessee is authorized to develop and market the project on demarcated plot No. **GH-02C, SECTOR- 12, AREA 14998 SQM.**Greater Noida, (actual area as per lease plan 14998sqm)

AND WHEREAS the Lessor and Lessee have agreed in so far as the present sub lease deed is concern the terms of the brochure shall contain a binding effect for any present or future interpretation.

प्रबन्धक (बिल्डर्स)
ग्रेटर नौएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED

Authorised Signatory

(I) **NOW THIS LEASE DEED WITNESSETH AS FOLLOWS: -**

1. CONSIDERATION

The premium(including Earnest Money / Registration Money) of Plot is **Rs. 53,01,79,300/-** (Rupees Fifty Three Crore One Lac Seventy Nine ThousandThree Hundred Only) which has been paid.

Other conditions:

i. Payments can be made online through Authority's website via www.greaternoidaauthority.com. The Allottee will have to abide by all decisions of theGNIDA.

ii. The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, GautamBudh Nagar) for execution of the Lease Deed in treasury of district GautamBudh Nagar and should produce a certificate to the affect in relevant department at GNIDA within 180 days from the issue of allotment letter.

iii. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.

iv. After depositing the premium and annual lease rent with the designated scheduled bank/payment gateway/online system, the Allottee shall intimate the same to GNIDA through a written intimation along with the details of amount deposited or through an email.

v. The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the outstanding Lease Rent, if any.

vi. 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 premium of this additional land shall be based on therate per sq.m. discovered during the e-auction shall be applicable and binding on the Allottee.

vii. In case of default in payment, after 30 days of communication, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable.

viii. This rate will change as per interest rate revision by GNIDA from time to time. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.)compounded every half yearly for the entire default period, on the defaulted amount shall be payable.

ix. Inaddition to the premium, the allottee shall pay annual lease rent of 1% of premium, this rate shall be subject to an increase of 50% in every 10 years.The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% of the total premium of the plot) as one-time Lease Rent unless the Authority decided to withdraw this facility.

For ELDECO REAL ESTATE LIMITED

Authorised Signatory

प्रबन्धक (बिल्डर्स)
ग्रेटर नौएडा प्राधिकरण

x. On payment of one-time Lease Rent, no further annual Lease Rent would be required to be paid for the balance lease period, this option may be exercised at any time during the lease period, provided the Allottee has no outstanding lease rent (applicable @1% of premium annually) arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

xi. 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 both hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot No.**GH-02C, SECTOR-12**in the Greater Noida Industrial Development Authority, Distt. GautamBuddh Nagar (U.P.) contained by measurement **14998 SQM.**be the same a little more or less and bounded:

On the North by	:	As per lease plan attached
On the South by:		As per lease plan attached
On the East by	:	As per lease plan attached
On the West by	:	As per lease plan attached

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

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**DATE OF LEASE**except and always reserving to the Lessor.

1. 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. The alignment of the overhead electrical utilities, if required above the demised plot, will be configured in a way that shall not affect development activities within the plot.

2. AND THE LESSEE BOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month **March**for each year the yearly lease rent indicated below:-

i. Lessee has paid **Rs. 53,01,793/-** as lease rent at 1% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.

ii. After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future. No separate notice shall be given in this regard.

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.

प्रबन्धक (बिल्डर्स)
ग्रेटर नौएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED

Authorised Signatory

iv. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision by GNIDA.

v. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% of the total premium of the plot) as one-time Lease Rent unless the Authority decided to withdraw this facility. On payment of one-time Lease Rent, no further annual Lease Rent would be required to be paid for the balance lease period, this option may be exercised at any time during the lease period, provided the Allottee has no outstanding lease rent arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

vi. The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such chargesare imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

vii. The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units (as built-up structures)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, convenience with allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the lessor.

viii. Further transfer/ sub lease shall be governed by the transfer policy of the Lessor.

1) No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.

2) No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.

3) Thereafter, Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after the following:

i. payment of prescribed fees/charges,

ii. clearance of all up-to-date dues, and

iii. overdueinstalment towards premium of land.

4) The Allottee / lessee expressly agrees that in the event any application for transferis made and the Authority grants permission there for, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.

5) Transfer/Sub-lease of Flats (Sub-lease):

i. Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.

प्रबन्धक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For ELDECO REAL ESTATE LIMITED
Authorised Signatory

xx. As per prevailing Sector Wise Rate List on the last date of Proposal Submission. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2022-2023. (Office order: 27314/GN/Finance/2022-23 Dated: 19/04/2022) including metro location charges, if applicable.

xxi. All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee. (Annexure 1: Scheme Document)

xxii. In case of any differences or inconsistency between conditions as occurring in this Lease Deed and Scheme Brochure, then the conditions of the Lease Deed shall override and shall be binding on the Lessees, its allottees / sub-lessees.

IN WITNESS WHEREOF the parties have seen their hands on the day and in the year herein first above written.

In presence of:

For and on behalf of LESSOR

Witnesses: -

6/24

प्रबन्धक (बिल्डर्स)
ग्रेटर नौएडा प्राधिकरण

1. ____________ 2. ____________

R/o ____________ R/o ____________

For ELDECO REAL ESTATE LIMITED

Authorised Signatory

For and on behalf of the LESSEE

Witnesses: -

1. VINOD KUMAR SHUKLA
S/o Sh. J. P. SHUKLA
R/o H-156, GAMMA-II,
GREATER NOIDA
VOTER ID No.: NDT3756467
(Mob: 9810283723)

2. Rajesh
Rajesh Sahu
S/o: SH. P R Sahu
R/o H-156, Sec- Gamma-2
Greater Noida, U.P

आवेदन सं०: 202300742031733

बही संख्या 1 जिल्द संख्या 23947 के पृष्ठ 223 से 330 तक क्रमांक 24763 पर दिनाँक 27/06/2023 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पूनम सिंह .
उप निबंधक : दादरी
गौतम बुद्ध नगर
27/06/2023

प्रिंट करें

ACKNOWLEDGEMENT

(NOT TO BE TREATED AS CHALLAN)

(Stamp And Registration Department)

Government of Uttar Pradesh

Application Id: **202300742031733**	Tehsil : **दादरी**
Type of Document:	Unique Id:
Transaction No. : **NIB230577477**	Transaction Date: **26-06-2023**
Assessment Year: : **2023-2024**	Tax Period:: **A**
Name of Bank	*NA*
Depositor Name:	**श्री विधान चन्द झा**
Depositor Address:	**विलेज- गढ़ी चौखंडी, जिला-गौतमबुद्ध नगर, उत्तर प्रदेश**

Head	Description	Serial No	Amount (in Rs.)
003003104010000	For Property Registration	**18**	**5885240**
	Total of the above Heads	--	**5885240**

A SUM OF Rs. **5885240** AGAINST THE HEADS MENTIONED ABOVE --[THROUGH NET-PAYMENT TRANSACTION]-- ON *NA* HAS BEEN DEPOSITED BY THE DEPOSITOR. THE BANK REFERENCE NO. RECEIVED AFTER THE TRANSACTION IS **CPACVZOSZ3**,Scroll Date:-NA

Note:- Please contact SBI Government Business Branch, Lucknow or Director Treasury, Jawahar Bhawan, Lucknow referring CPACVZOSZ3 for status of the deposit.