

MIS Rajesh Projects [India] PAIN
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LEASE DEED

This Lease Deed made on 3rd day of **November**, **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 RAJESH PROJECTS (INDIA) PVT. LTD.**, a company within the meaning of Companies Act, 1956, having its registered office at **501**, **RG Trade Tower**, **Plot No. B-7**, **Netaji Subhash Place**, **Pitampura**, **Delhi-110034** through its Sr. Vice president (Operations) Mr. B. K. Agarwal S/o Sh. Kanahiya Lal Agarwal R/o S-9, Bhawani Singh Road, C-Scheme, Jaipur (Rajasthan) duly authorized by its Board of Directors vide Resolution dated 17th September, 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 (in case of plotted development) according to the set backs and building plan approved by the Lessor.

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

- M/s Rajesh Projects (India) Pvt.Ltd.
- M/s Bengal Silver Spring Projects Limited
- M/s Zodiac Buildwell Pvt. Ltd.
- M/s Paradise Arcade Pvt.Ltd.

the plot NO. GH-07, SECTOR-16-B, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-02/2010/1472 dated 30.03.2010 and Allotment Letter No.Builders/2010/1527 dated 10.05.2010 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/bid document of the said Scheme. The registered consortium consists of following:-

S.No.	Name of member	Shareholding	Status	
1.	M/s Rajesh Projects (India) Pvt.Ltd.	70%	Lead Member	
2.	M/s Bengal Silver Spring Projects Limited	10%	Relevant Member	

For Rajesh Projects (India) Pvt. Ltd.

(BK Agarwal)

Sr. Vice President(Operations)

LESSEE

LESSOR

प्रबर्खक बिल्डर्स ग्रेटर नौएडा प्राधिकरण 1

पट्टा विलेख

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अव्य लगभग

आसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क प्रतिफल मालियत श्री श्रीमती कामेश्वर दास प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0 द्वार्भ संतोष कुमार

पुत्र / पर्ली श्री

पेशा नौकरी

निवासी स्थायी ग्रे0नौ0ओ0वि0प्रा0 गौतमबुद्धनगर उ0प्र0

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 3/11/2010 समय 12:49PM

वजे निवन्धन हेतु पेश किया।

योग

उपनिबर्चक, सदर गौतमबुद्धनगर 3/11/2010

निष्पादन लेखपत्र वाद सुनने व समझने मजम्रून व प्राप्त धनगशि रू प्रलेखानुसार उक्त

पट्टा दाता श्री/श्रीमती कामेश्वर दास

प्रतिनिशि श्री ग्रे0नौ0ओ0वि0प्रा0 द्वारा संतोष कुमार पुत्र/पत्नी श्री पेशा नौकरी

पट्टा गृहीता

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पुत्र/पत्नी श्री कन्हैया लाल अग्रवाल

पेशा व्यापार

निवासी एस-9 भवानी सिंह रोड सी-स्कीम जयपुर

(राजस्थान)





3.	M/s Zodiac Buildwell Pvt. Ltd.	10%	Relevant Member
4.	M/s Paradise Arcade Pvt.Ltd.	10%	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 Rajesh Projects (India) 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:-

SI. No.	Plot No.	Sector	Divided area (in sq.m.)	Name of member	Status
1.	GH-07A	16-B	74731.24	M/s Rajesh Projects (India) Pvt.Ltd.	Lead member
2.	GH-07B	16-B	25305.00	M/s Anthem Infrastructure Pvt. Ltd. (an SPC of M/s Bengal Silver Springs Projects Ltd., M/s Zodiac Buildwell Pvt. Ltd. and M/s Paradise Arcade Pvt.Ltd.)	SPC

Whereas the said registered consortium has given an undertaking dated 17.09.2010 (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 Rajesh Projects (India) Pvt. Ltd.** 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-16-B, Greater Noida measuring 74731.24 square metre vide letter No. Builders/2010/BRS-71/134 dated 1st November, 2010.

AND it has been represented to the lessor that the Consortium member have agreed amongst themselves that **M/s Rajesh Projects (India) Pvt. Ltd.** having its registered office at 501, RG Trade Tower, Plot No. – B-7, Netaji Subhash Place, Pitampura, Delhi-34 shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No.GH-07A, Sector-16B, Greater Noida and lessee shareholding shall remain unchanged till the occupancy / completion certificate of at least one phase of the project is obtained from the Lessor (Authority). 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.

प्रबन्धक बिल्डस ग्रेटर नौएडा प्राधिकरण 2

LESSEE

For Rajesh Projects (India) Pvt. Ltd.

(BK Agarwal)

ने निष्पादन स्वीकार किया 🕕

जिनकी पहचान श्री दीपक गुप्ता

पुत्र श्री श्याम लाल गुप्ता

पेशा व्यापार

निवासी डी-9 राणा प्रताप रोड आदर्श नगर दिल्ली-33

व श्री अवनीत शर्मा

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पेशा व्यापार

निवासी ए-368 स0-31 नौएडा गौतमबुद्धनगर

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।





(राजबहाकुर सिंह) उपनिबन्धक,सदर गौतमबुद्धनगर 3/11/2010 And it has been represented to the lessor that the CONSORTIUM member have agreed amongst themselves that M/s Rajesh Projects (India) Pvt. Ltd. having its registered office at 501, RG Trade Tower, Plot No. – B-7, Netaji Subhash Place, Pitampura, Delhi-34 shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No. GH-07A, Sector 16-B, Greater Noida measuring an area 74731.24 sqm.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of Rs. 76,39,02,735.00 (Rupees Seventy Six Crore Thirty Nine Lac Two Thousand Seven Hundred Thirty Five only) out of which approx. 10% Rs. 7,66,77,675.00 (Rs. Seven Crore Sixty Six Lac Seventy Seven Thousand Six Hundred Seventy Five only) which have been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly installments. After expiry of moratorium period, the balance approx. 90% premium i.e. Rs. 68,72,25,060.00 (Rs. Sixty Eight Crore Seventy Two Lac Twenty Five Thousand Sixty only) of the plot along with interest will be paid in 16 half yearly installments in the following manner:-

			Balance 90% pre	mium	687225060.00
Head	Due Date	<u>Premium</u>	<u>Interest</u>	<u>Total</u>	<u>balance</u> premium
Instalment No.1	10.11.2010	0.00	41233504.00	41233504.00	687225060.00
Instalment No.2	10.05.2011	0.00	41233504.00	41233504.00	687225060.00
Instalment No.3	10.11.2011	0.00	41233504.00	41233504.00	687225060.00
Instalment No.4	10.05.2012	0.00	41233504.00	41233504.00	687225060.00
Instalment No.5	10.11.2012	42951566.00	41233504.00	84185070.00	644273494.00
Instalment No.6	10.05.2013	42951566.00	38656410.00	81607976.00	601321928.00
Instalment No.7	10.11.2013	42951566.00	36079316.00	79030882.00	558370362.00
Instalment No.8	10.05.2014	42951566.00	33502222.00	76453788.00	515418796.00
Instalment No.9	10.11.2014	42951566.00	30925128.00	73876694.00	472467230.00
Instalment No.10	10.05.2015	42951566.00	28348034.00	71299600.00	429515664.00
Instalment No.11	10.11.2015	42951566.00	25770940.00	68722506.00	386564098.00
Instalment No.12	10.05.2016	42951566.00	23193846.00	66145412.00	343612532.00
Instalment No.13	10.11.2016	42951566.00	20616752.00	63568318.00	300660966.00
Instalment No.14	10.05.2017	42951566.00	18039658.00	60991224.00	257709400.00
Instalment No.15	10.11.2017	42951566.00	15462564.00	58414130.00	214757834.00

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LESSOR.

प्रबन्धक बिल्डर्स ग्रेटर नौएडा प्राधिकरण LESSEE

For Rajesh Projects (India) Pwt. Ltd.

(BK Agarwal)

पट्टा दाता

Registration No

22985

Year:

2010

Book No.

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Instalment No.16	10.05.2018	42951566.00	12885470.00	55837036.00	171806268.00
Instalment No.17	10.11.2018	42951566.00	10308376.00	53259942.00	128854702.00
Instalment No.18	10.05.2019	42951566.00	7731282.00	50682848.00	85903136.00
Instalment No.19	10.11.2019	42951566.00	5154188.00	48105754.00	42951570.00
Instalment No.20	10.05.2020	42951570.00	2577094.00	45528664.00	0.00

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

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

Premium referred to in this document means total amount payable to the Lessor for the allotted plot.

All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee should ensure remittance on the previous working day.

The payment made by the Lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.

The amount deposited by the Lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the Lessee contrary to this will be entertained.

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.

LESSOR

प्रबन्धक बिल्डर्स ग्रेटर नीएडा प्राधिकरण LESSEE

For Rajesh Projects (India) Pvt,

(BK Agriwal)

पट्टा गृहीता

Registration No.

22985

Year:

2010

Book No.

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0201 मै0 राजेश प्रोजेक्टस (इन्डिया) प्रा0लि0 द्वारा बी0के0 अग्रवाल

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एस-9 भवानी सिंह रोड सी-स्कीम जयपुर (राजस्थान)

व्यापार





- 3. Extension of time, in any case, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
- 4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that sub divided plot of land numbered as Group Housing Plot No.GH-07A, SECTOR-16-B, GREATER NOIDA Distt. Gautam Budh Nagar (U.P.) contained by measurement 74731.24 Sq. mtrs. be the same a little more or less and bounded:

On the North by : On the South by : On the East by :

On the West by

As per Lease Plan attached

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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from 3rd NOVEMBER, 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:

प्रबन्धकं बिल्डर्स

ग्रेटर नौएडा प्राधिकरण

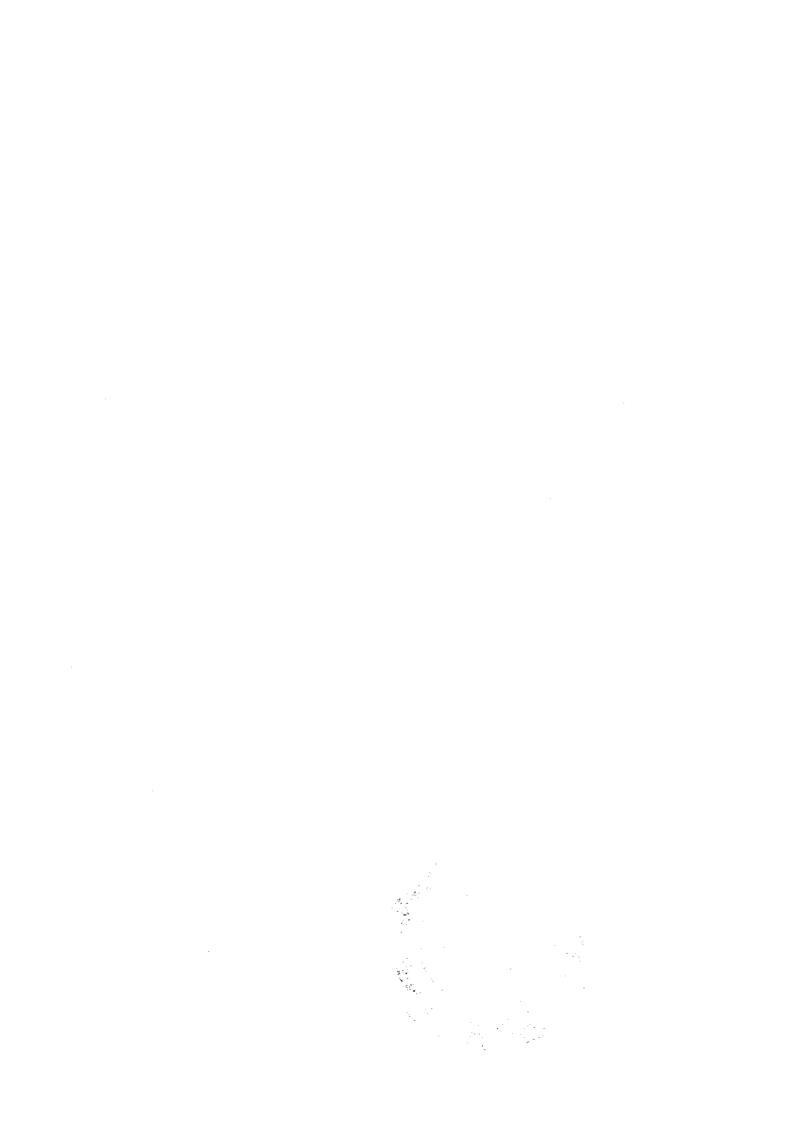
LESSOR

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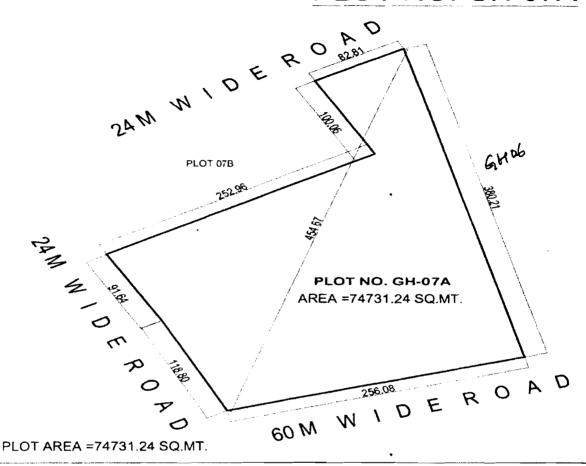
LESSEE

For Rajesh Projects (India) Pvt. Ltd.

(BK Agarwal)



PLOT NO. GH-07A



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GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

प्रबन्धक बिल्डर्स ग्रेटर नीएडा प्राधिकरण For Rajesh Projects (India) Pvt. Ltd.



- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
 - (i) Lessee has paid **Rs. 76,39,027.00** (Rs. Seventy six Lac thirty nine Thousand twenty seven only) as annual lease rent being 1% of the plot premium.
 - (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
 - (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, 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% p.a. of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/sub Lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing/flats/plots. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.
 - 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.

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प्रबन्धक बिल्डर्स ग्रेटर नीएडा प्राधिकरण LESSEE

For Rajesh Projects (India) Pvt. Ltd.

(BR Agarwal)

Sr. Vice President (Operations)



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 form 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.
- 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.

7

LESSOR

प्रबन्धक बिल्डर्स ग्रेटर नौएडा प्राधिकरण LESSEE

For Rajesh Projects (India) Pvt. Ltd.

(E & Agarwa))
Sr. Vice President(Operations)



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 31.03.2011, or as decided by the Lessor, to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 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 %
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

प्रबन्धक बिल्डर्स ग्रेटर नौएडा प्राधिकरण

LESSOR

8

LESSEE

For Pojesh Projects (India) Pvt. Ltd.



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 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

LESSOR/

प्रबन्धक बिल्डर्स ग्रेटर नौएडा प्राधिकरण

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For Rajesh Projects (India) Pvt. Ltd.

(B K Agarwal)



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 preemptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/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 31.03.2011, or as decided by the Lessor, with the prior approval of LESSOR on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub-divided plots should not be less than 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.

LESSOR

प्रबन्धक बिल्डर्स ग्रेटर नीएडा प्राधिकरण 10

LESSEE

For Rajesh Projects (India) Pvt. Ltd.

(BK Agarwal)



- (vi) First sale/transfer of a flat/plot to an allottee shall be through a Sublease/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.

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.

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OVERRIDING POWER OVER DORMANT PROPERTIES

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प्रबन्धक बिल्डस ग्रेटर नीएडा प्राधिकरण LESSEE

For Pajesh Projects (India) Pvt. Ltd.

(B K Agarwal)



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

MAINTENANCE

- 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.

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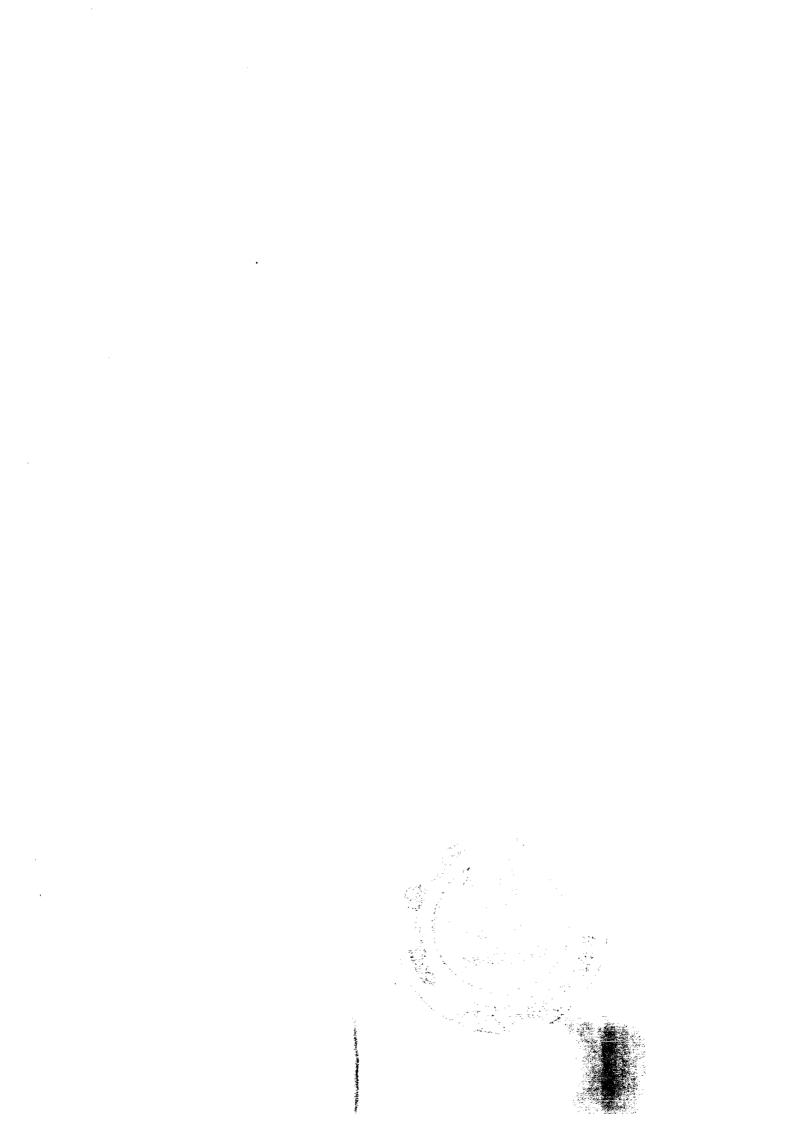
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For Rajesh Projects (India) Pvt. 1.11.

(BK Agerwal)



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.
- In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
- 3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
- 4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the

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LESSOR

प्रबन्धक बिल्डर्स ग्रेटर नौएडा प्राधिकरण LESSEE

For Rajesh Projects (India) Pvt. Ltd.

(BK Agarwal)



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.
- Dwelling units flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-Lessee will not be paid any compensation thereof.
- 10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
- 11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- 12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
- 13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the 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.

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LESSOR

प्रबन्धक बिल्डर्स ग्रेटर नौएडा प्राधिकरण LESSEE

For Rajesh Projects (India) Pvt. Ltd.

(B K Agarwal)





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. DEEPAK CUPTA & JH.S.L. GOPTA D9 RANA PRATAP ROAD, ADARSH NACAR, DELHI-33

2.

Aunerd Shorms Sto St. S. K. Sherry A-36d Sec. 31 NOZDA. For and on behalf of LESSOR

For Fajesh Projects (Indla) Pvt. Ltd.

ग्रेटर नीएडा प्राधिकरण

For and on behalf of LESSEE

प्रबन्धक बिल्डर्स ग्रेटर नौएडा प्राधिकरण

LESSOR

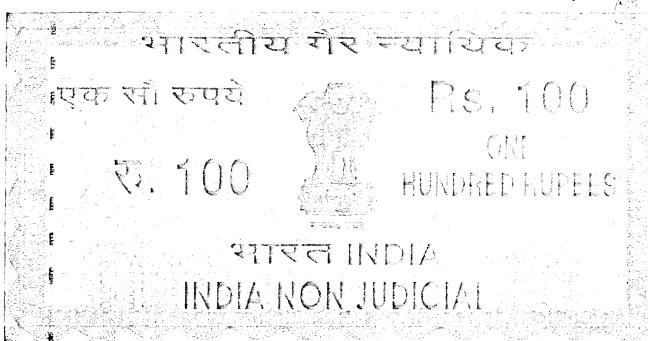
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For Rajesh Projects (Indla) Put. Lidi

LESSEE

(B E Agarwal)





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Undertaking

This undertaking is signed and executed at Delhi on 17th day of 3eptember. 2010 by: -

1. M/s Rajesh Projects (India) Pvt. Ltd., (Name of Lead Member Company), a company formed and existing under the provision of Companies Act. 1956 having its registered office at 501, RG Trade Tower. Plot No. B-7. Netaji Subhash Place. Pitampura, Delhi-110 034. (hereinafter referred to as the Lead Member of the consortium) through Mr. B. K. Agarwal Sr. VP - Operations of the lead member.

2. M/s Bengal Silver Spring Projects Ltd., (Name of the Relevant Member Company/SPC) a company formed and existing under the provision of Companies Act. 1956 having its registered office at 5/1A. Hungerford Street. Kolkata-700017 (hereinafter referred to as the Relevant Member of the consortium) through. Mr. Pradeep Baid, Vice President of the relevant member.

M/s Zodiac Buildwell Private Limited, (Name of the Relevant Member Company/SPC) a company formed and existing under the provision of Companies Act, 1956 having its registered office at 501, RG Trade Tower, Plot No. B-7, Netaji Subhash Place, Pitampura, Delhi-110 034, (hereinafter referred to as the Relevant Member of the consortium) through, through Mr. Aman Gupta Director of the relevant member.

प्रबन्धक बिल्डर्स प्रेटर नीएडा प्राधिकरका Rajesh Projects (India) Pvt. Ltdgst Silver Spring Projects Ltd.

Sr. Vice President (Operations)

(B K Agarwal)

Sr. Vice President (Operari

Authorised Signatory

For Zodiac Buildwell Private Limited

For Pairtle Land Tries

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4. M/s Paradise Arcade Private Limited, (Name of the Relevant Member Company/SPC) a company formed and existing under the provision of Companies Act, 1956 having its registered office at 501, RG Trade Tower, Plot No. B-7, Netaji Subhash Place, Pitampura, Delhi-110 034, (hereinafter referred to as the Relevant Member of the consortium) through, through Mr. Aman Gupta Director of the relevant member.

WHEREAS in response to the invitation for bid in the BRS-02(Scheme code) scheme of the Builder Residential / Large Group Housing Plots floated by the Greater Noida Industrial Development Authority (hereinafter referred to as GNIDA), the Lead Member of consortium M/s Rajesh Projects (India) Pvt. Ltd. ((Name of the Company/Consortium) submitted their bid for allotment of Plot No. GH-07 at sector 16-B, Greater Noida, UP area allotted 1.00,000 Square Meter (Actual Area 1.00, 036.24 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.Builders/2010/1527 Dated 10/05/2010 allotted Plot No. GH-07 at sector 16-B, Greater Noida having and area of 1.00,000 square meter in favour of consortium.

AND WHEREAS upon being called to have lease deed of the allotted plot executed in the name of the consortium the lead member M/s Rajesh Projects (India) Pvt. Ltd. and the relevant member agreed amongst themselves that as permissible under clause C-8 of the brochure of the scheme the lease deed of an area of 74.731.24 square meter be executed in favour of the M/s Rajesh Projects (India) Pvt. Ltd. and a separate lease deed of an area of 25305 square meter in favour of M/s Anthem Infrastructure Pvt. Ltd. an SPC of M/s Bengal Silver Spring Projects Ltd. M/s Zodiac Buildwell Private Limited and M/s Paradise Arcade Private Limited.

AND WHEREAS A request letter of the lead member M/s Rajesh Projects (India) Pvt. Ltd. and relevant member M/s Bengal Silver Spring Projects Ltd, M/s Zodiac Buildwell Private Limited and M/s Paradisc Arcade Private Limited through their SPC as contained in the said letter has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter including submission of an undertaking.

Now therefore this undertaking witnesses as under: -

1. That we, the lead member and the relevant member do hereby agree that, notwithstanding the execution of lease deed of an area of 74.731.24 sq.mtrs. in favour of M/s Rajesh Projects (India) Pvt. Ltd. and an area of 25305 sq. mtrs. in favour of M/s Anthem Infrastructure Pvt. Ltd. (An SPC of M/s Bengal Silver Spring Projects Ltd. M/s Zodiac Buildwell Private Limited and M/s Paradise Arcade Private Limited), we shall be liable for the due compliance of all the terms and conditions of the respective lease deed, including but not limited to payment of consideration for the area mentioned in all the lease deeds and any breach of the aforesaid, by any of us, shall constitute a breach hereby empower the GNIDA to take action against any of us.

Pajesh Projects (India) Pvt. Ltd. Rajesh Projects (India) Pvt. Ltd. प्रबन्धक बिल्डर्स ग्रेटर नौएडा प्राधिकरण

(BK Agarwal) Vice Presidentione

(BK Agarwal)

For Paradise Arcade Private Limited

For Zodiac Buildwell Private Limited



- 2. That all 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 condition set out in this undertaking shall render the permission granted in principle by GNIDA 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 the lease deed to be executed.
- 4. That, in terms of clause 8(a) of the scheme, we undertake that the lead member of the consortium shall retain at least 702% of the shareholding as per MOA till the completion certificate of at least one phase of the project is obtained from GNIDA.
- 5. That each of the signatory on behalf of Lead Member 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 Annexure 'A', Annexure 'B', Annexure 'C' and Annexure 'D' to this Undertaking and the same shall be deemed to be part of this undertaking.
- 6. That this Undertaking has been given by us voluntarily and without any threat, corrosion or duress of any kind whatsoever.

IN WITNESSES WHEREOF each of the two executants have appended their signatures in the presence of each other on the date first mentioned above.

Witnesses

Deepak Gupta Stocks Coupta Da Rama Araba Road, Adoxh Mayor, Delhi-33

ALOK ACARWAL YOSALINAGARWAL 22, Ram Mandir Mary, Kewal Park, Delhi.

प्रवन्ध्यन बिल्डर्स ग्रेटर नौएडा प्राधिकरण For Rajesh Projects (India) Pvt. Ltd.

(BR Agarwal)

For Rajesh Projects (India) Pvt. Ltd.

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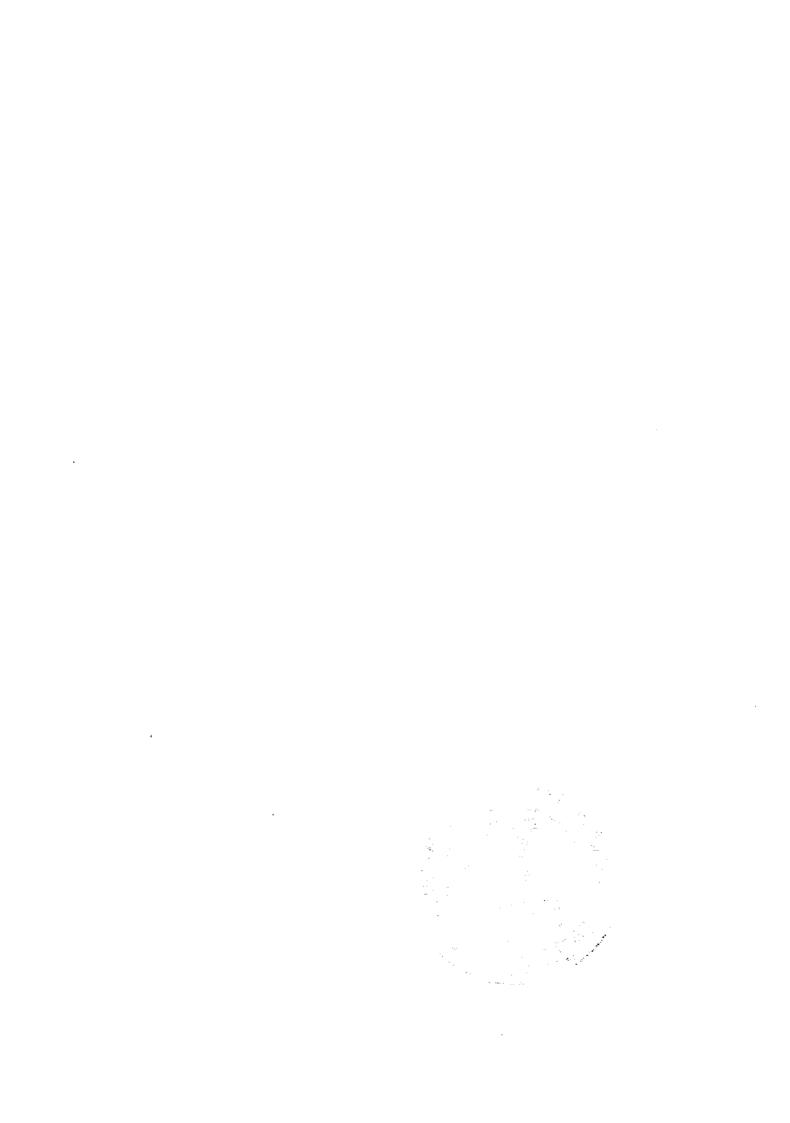
Relevant Member Signatory

For Zodiac Buildwell Private Limited

Relevant Member

For Paradise Arcade Private Limited

Director



PARADISE ARCADE PRIVATE LIMITED



Reg Off: 501, RG Trade tower, Plot No B-7, Netaji Subhash Place, Pitampura, Delhi-34

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF THE DIRECTORS OF M/S PARADISE ARCADE PRIVATE LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY AT 501, RG TRADE TOWER, PLOT NO B-7, NETAJI SUBHASH PLACE, WAZIRPUR DISTT. CENTRE, PITAMPURA, NEW DELHI-110034 ON FRIDAY, 17TH DAY OF SEPTEMBER 2010 AT 11.00 A.M.

"RESOLVED that Mr. Aman Gupta, Director of the company be and is hereby authorized to Sign, Accept and Deliver Undertaking or any other document as and when required to be executed at Greater Noida Authority in respect of Plot No GH-07, Sector 16-B, Greater Noida, UP allotted under group scheme Code-BRS-02/2010 vide Greater Noida Authority's Builders/2010/BRS-71/1527 dated 10th May 2010.

RESOLVED FURTHER that as and when required certified copy of this Board Resolution be furnished to the concerned authorities and the concerned authorities be requested to act thereon."

Certified True Copy

For Paradise Arcade Private Limited

Director

- Paicsh Projects (India) Pvt. Ltd.

ग्रेटर नौएडा प्राधिकरण



ZODIAC BUILDWELL PRIVATE LIMITED

Reg Off: 501. RG Trade tower, Plot No B-7, Netaji Subhash Place. Pitampura. Delhi-34

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF THE DIRECTORS OF M/S ZODIAC BUILDWELL PRIVATE LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY AT 501, RG TRADE TOWER, PLOT NO B-7. NETAJI SUBHASII PLACE, WAZIRPUR DISTT. CENTRE, PITAMPURA. NEW DELHI-110034 ON FRIDAY, 17TH DAY OF SEPTEMBER 2010 AT 11.00 A.M.

"RESOLVED that Mr. Aman Gupta. Director of the company be and is hereby authorized to Sign, Accept and Deliver Undertaking or any other document as and when required to be executed at Greater Noida Authority in respect of Plot No GH-07, Sector 16-B, Greater Noida, UP allotted under group scheme Code-BRS-02/2010 vide Greater Noida Authority's Letter Builders/2010/BRS-71/1527 dated 10th May 2010.

RESOLVED FURTHER that as and when required certified copy of this Board Resolution be furnished to the concerned authorities and the concerned authorities be requested to act thereon."

Certified True Copy

Director

For Zodiac Buildwell Private Limited

ग्रेटर नौएडा प्राधिकरण

For Rajesh Projects (India) Pvt. Ltd.

Sr. Vice President (Operations)



RAJESH PROJECTS
Real Estate Developers & Promoters

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EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF THE DIRECTORS OF M/S RAJESH PROJECTS (INDIA) PRIVATE LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY AT 501, RG TRADE TOWER, PLOT NO B-7, NETAJI SUBHASH PLACE, WAZIRPUR DISTT. CENTRE, PITAMPURA. NEW DELHI-110034 ON FRIDAY, 17TH DAY OF SEPTEMBER 2010 AT 10.30 A.M.

"RESOLVED that Mr B K Agarwal (Sr. Vice President-Operations) of the Company be and is hereby authorized to Sign, Accept and Deliver Undertaking or any other document as and when required to be executed at Greater Noida Authority in respect of Plot No GH-07, Sector 16-B, Greater Noida, UF allotted under group housing scheme Code-BRS-02/2010 vide Greater Noida Authority's Letter No. Builders/2010/BRS-71/1527 dated 10th May 2010.

RESOLVED FURTHER that as and when required certified copy of this Board Resolution be furnished to the concerned authorities and the concerned authorities be requested to act thereon."

Certified True Copy

For Rajesh Projects (India) Private Limited

Director

For Rajesh Projects (India) Pvt. Ltd.,

प्रबन्धक बिल्डर्स ग्रेटर नौएडा प्राधिकरण Sr. Vice President (Operations)



BENGAL SILVER SPRING PROJECTS LIMITED

Phone: 2289-0193 / 0194

2323-1050 / 1052

Fax: . 2287-5783, 2323-1052

5/1A. HUNGERFORD STREET

KOLKATA-700 017

E-mad info@thesilverspring.com

EXTRACTS OF THE MINUTES OF THE MEETING OF THE BOARD OF THE DIRECTORS OF M/S BENGAL SILVER SPRING PROJECTS LIMITED HELD AT THE REGISTERED OFFICE OF THE COMPANY ON FRIDAY, 16TH DAY OF SEPTEMBER 2010 AT 10.30 A.M.

"RESOLVED that Mr. Pradeep Baid (Vice President) of the Company be and is hereby authorized to Sign, Accept and Deliver Undertaking or any other document as and when required to be executed at Greater Noida Authority in respect of Plot No GH-07, Sector 16-B, Greater Noida, UP allotted under group housing scheme Code-BRS-02/2010 vide Greater Noida Authority's Letter No. Builders/2010/BRS-71/1527 dated 10th May 2010.

RESOLVED FURTHER that as and when required certified copy of this Board Resolution be furnished to the concerned authorities and the concerned authorities be requested to act thereon."

Certified True Copy For Bengal Silver Spring Projects Limited

Director

For Rajesh Projects (India) Pvt. Ltd.

Fr. Vice President(Operations

प्रबन्धक बिल्डर्स ग्रेटर नीएडा प्राधिकरण आज दिनांक <u>03/11/2010</u> को वहीं सं <u>1</u> जिल्द सं <u>7520</u> पृष्ठ सं <u>157</u> से <u>206</u> पर कमांक <u>22985</u> रजिस्ट्रीकृत किया गया ।

> (राजबहादुर सिंह) उपनिबन्धक, सदर गौतमबुद्धनगर 3/11/2010

