

I-19088/10



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उत्त



ASH KUMAR SHARMA  
B.Sc., B.A., LL.B. Advocate  
Registered, G.P.S.  
Greater Noida

Stamp Duty Paid in Cash Certificate in favour of

M/s APV REALTY LTD. Delhi

In Pursuance of the order of the Collector

No. 11/17/10 Dated 13/7/10 Passed under

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

an amount of Rs. 3,17,25,000/-

(in words Rs. Three Crores)

has been Paid in Cash as stamp Duty in Respect

of this instrument in the State Bank of India

Treasury/Sub-Treasury of 11/01/29

by Chalan No. 12 Dated 13/7/10

a Copy of Which is annexed herewith.

seventeen Lac seventy two thousand - five hundred fifty only.

Date 15.7.2010

15/7/10

Officer-in-Charge

Treasury

Gautam Budh Nagar

15.7.2010

मुख्य न्यायाधीश विकास प्रसिद्ध

Prasidh

न्यायाधीश (सम्पत्ति)

For APV Realty Ltd.

Director

M/s APV Really Ltd  
Delhi



## LEASE DEED

This Lease Deed made on **28TH** day of **JULY, 2010** (Twenty Eight July Two thousand and ten) 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 APV REALTY LTD.**, a company within the meaning of Companies Act, 1956, having its registered office at **502, 5<sup>TH</sup> FLOOR, SACHDEVA CORPORATE TOWER, PLOT NO.17, KARKARDOOMA COMMUNITY CENTRE, DELHI-110092** through its Director **Mr. ASHLESH KUMAR GUPTA S/O MR. HARI SHANKAR GUPTA R/O A-108B, SURYA NAGAR, GHAZIABAD (U.P.)** duly authorized by its Board of Directors vide Resolution dated 12.7.2010 (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 Plots according to the set backs and building plan approved by the Lessor.

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

- M/s Ajnara India Ltd.
- M/s Gulshan Developers Pvt. Ltd.
- M/s Assotech Ltd.

the plot NO. GH-03 SECTOR-16B, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-02/2010/1473 dated 30.03.2010 and Allotment Letter No.PROP/BRS/2010/1488 dated 23.04.2010 & for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme. Consortium members have proposed / applied sub-division of the allotted plot No.GH-03, Sector-16B, Allotted Area 100000.00 square metre (Actual Area 100017.96 square metre) in two parts as per provisions, clause C-8(e) of the brochure. Accordingly, SPV consisting of M/s Ajnara India Ltd. and M/s Assotech Ltd. was formed in the name of M/s APV Realty Ltd. and it was approved. Accordingly plot No.GH-03, Sector-16B, Greater Noida was sub-divided into two parts i.e. 56010.00 square metre and 44007.96 sq.m. As requested by the consortium and approved by the lessor lease deed of

  
LESSOR

1

For APV Realty Ltd.

  
DIRECTOR

335,450.813.00

पट्टा विलेख

(90 वर्ष )

10,000.00

50

10,950.00

2,500

पतिफल सानिधन आगत वार्षिक क्रिया प्रीम रजिस्ट्री नकल व पति शुल्क धोषा शब्द लगभग  
श्री/श्रीमती संजीव कुमार शर्मा प्रतिनिधि से 0 नौ 0 औ 0 वि 0 प्रा 0 द्वारा सन्तोष कुमार (प्र 0 स 0)  
पुत्र/पत्नी श्री

पेशा नौकरी

निवासी स्थान सेक्टर नौ एका

अस्थायी पत्ता

ने यत लेखपत्र इन कार्यालय दिनांक 28/7/2010 समय 5:37PM

यज निबन्धन अनु पेश किया।



राजबहादुर सिंह

उप निबन्धक गौ 0 बुद्धनगर

सदर

28/7/2010

निष्पादन लेखपत्र बाद सन्तोष व समझने मजमून व प्राप्त धनराशि स पलेखानमाग उक्त

पट्टा दाता

श्री/श्रीमती संजीव कुमार शर्मा

प्रतिनिधि श्री से 0 नौ 0 औ 0 वि 0 प्रा 0 द्वारा सन्तोष कुमार (प्र 0 स 0)

पुत्र/पत्नी श्री

पेशा नौकरी



पट्टा गृहीता

श्री/श्रीमती से 0 ए पी वी रियलिटी लि 0 द्वारा अमल

कुमार गुप्ता

पुत्र/पत्नी श्री हरिशंकर गुप्ता

पेशा व्यापार

निवासी 502 पौनवा सतज धन्युनिटी सेन्टर नई दिल्ली



ने निष्पादन स्वीकार किया।

जिनकी साधन श्री अवनीश जैन

पुत्र श्री शिखरचन्द जैन

पेशा व्यापार

निवासी वी-265 रामप्रस्थ गाजियाबाद

व श्री विनोद कुमार झा

पुत्र श्री आर 0 एम 0 झा

पेशा व्यापार

निवासी फ्लाट नं 0-28 शालीमार गार्डन एक्स 0 साहिबाबाद

ने को।

प्रत्यक्ष भद मासिकों के निशान अंगुठे नियमानुसार लिखे गये हैं।

Vinod Jha



राजबहादुर सिंह

उप निबन्धक गौ 0 बुद्धनगर

सदर

28/7/2010



56010.00 sq.m. is being made in the name of SPC **M/s APV Realty Ltd.** and the rest sub divided area i.e. 44007.96 sq.m. lease deed shall be made in favour of M/s Gulshan Developers Pvt.Ltd, separately. AND WHEREAS the Lessor approved the request of the consortium members and also approved the name and status of **M/s APV REALTY LTD.** on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, to develop and market the project on demarcated/sub-divided plot No.GH-03, Sector-16B, GREATER NOIDA measuring 56010.00 sq. mtrs. Of which presently lease deed is being executed through this Lease Deed.

AND WHEREAS the Lessee is a **Special Purpose Company** comprising of-

| S. NO. | NAME OF MEMBER                                                                                                                                              | SHARE HOLDING | STATUS       |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|
| 1      | M/s Ajnara India Ltd.                                                                                                                                       | 44000         | Shareholder  |
| 2      | M/s Assotech Ltd.                                                                                                                                           | 5500          | Shareholder  |
| 3.     | Mr. Pramod Kumar Gupta, Mr. Ashok Kumar Gupta, Mr. Vinod Kumar Gupta, Mrs. Mamta Gupta and Mrs. Padma Gupta (All Beneficial Owner of M/s Ajnara India Ltd.) | 500           | Shareholders |

And it has been represented to the Lessor that the **Special Purpose Company** members have agreed amongst themselves that **M/s Ajnara India Ltd.**, having its registered office at **502, Sachdeva Corporate Tower, Plot No.17, Karkardooma, Delhi-92** shall remain always be the **Lead Member** of the Special Purpose Company and whose shareholding in the **Special Purpose Company** shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

Whereas the said registered consortium has given an undertaking dated 28.7.2010 (**Copy annexed as Annexure A 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 name and status of SPC **M/s APV Realty 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 plot No.

For Lessor  
  
 Lessor

For APV Realty Ltd.

  
 Director

पट्टा दाता

Registration No 19088

Year : 2010

Book No. 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रेड 0 नौ 0 औ 0 वि 0 प्रा 0 द्वारा सन्तोष कु

सेक्टर नौ एड

नौ करी





GH-03, Sector 16B, Greater Noida measuring 56010.00 square metre vide letter No.Prop./Builders/2010/BRS/70/1684 dated 28<sup>th</sup> July 2010.

## II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of **Rs.57,24,78,210.00 (Rs. Fifty Seven Crore Twenty Four Lac Seventy Eight Thousand Two Hundred Ten only)** out of which approx 10% i.e. **Rs. 5,73,39,810.00 (Rupees Five Crore Seventy Two Lac Thirty Seven Thousand Six Hundred only )** which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly , accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance approx. **90% premium i.e. Rs. 51,51,38,400.00 (Rs. Fifty One Crore Fifty One Lac Thirty Eight Thousand Four Hundred only)** of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

| SCHEDULE OF PAYMENT |            |          |          |                          |                 |
|---------------------|------------|----------|----------|--------------------------|-----------------|
| Head                | Due date   | Premium  | Interest | Total PAYABLE INSTALMENT | Balance premium |
| Instalment No.1     | 23.10.2010 | 0        | 30908304 | 30908304                 | 515138400       |
| Instalment No.2     | 23.04.2011 | 0        | 30908304 | 30908304                 | 515138400       |
| Instalment No.3     | 23.10.2011 | 0        | 30908304 | 30908304                 | 515138400       |
| Instalment No.4     | 23.04.2012 | 0        | 30908304 | 30908304                 | 515138400       |
| Instalment No.5     | 23.10.2012 | 32196150 | 30908304 | 63104454                 | 482942250       |
| Instalment No.6     | 23.04.2013 | 32196150 | 28976535 | 61172685                 | 450746100       |
| Instalment No.7     | 23.10.2013 | 32196150 | 27044766 | 59240916                 | 418549950       |
| Instalment No.8     | 23.04.2014 | 32196150 | 25112997 | 57309147                 | 386353800       |
| Instalment No.9     | 23.10.2014 | 32196150 | 23181228 | 55377378                 | 354157650       |
| Instalment No.10    | 23.04.2015 | 32196150 | 21249459 | 53445609                 | 321961500       |
| Instalment No.11    | 23.10.2015 | 32196150 | 19317690 | 51513840                 | 289765350       |
| Instalment No.12    | 23.04.2016 | 32196150 | 17385921 | 49582071                 | 257569200       |
| Instalment No.13    | 23.10.2016 | 32196150 | 15454152 | 47650302                 | 225373050       |
| Instalment No.14    | 23.04.2017 | 32196150 | 13522383 | 45718533                 | 193176900       |
| Instalment No.15    | 23.10.2017 | 32196150 | 11590614 | 43786764                 | 160980750       |
| Instalment No.16    | 23.04.2018 | 32196150 | 9658845  | 41854995                 | 128784600       |
| Instalment No.17    | 23.10.2018 | 32196150 | 7727076  | 39923226                 | 96588450        |
| Instalment No.18    | 23.04.2019 | 32196150 | 5795307  | 37991457                 | 64392300        |
| Instalment No.19    | 23.10.2019 | 32196150 | 3863538  | 36059688                 | 32196150        |
| Instalment No.20    | 23.04.2020 | 32196150 | 1931769  | 34127919                 | 0               |

पट्टे नीचे दी गई निम्न प्राप्ति

LESSOR

For APV Realty Ltd.

Director

पट्टा गृहीता

Registration No. 19088

Year : 2010

Book No. 1

0201 मे0 ए पी वी रियलिटी लि0द्वारा अशलेष कुमार गुप्ता  
हरिककर गुप्ता  
502 पंचवा तल कम्युनिटी सेन्टर नई दिल्ली  
व्यापार





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. 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.
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

हस्ताक्षर एवं मुद्रा के द्वारा प्रमाणित

  
LESSOR

For APV Realty Ltd.

  
LESSEE Director

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-03, Sector-16B**, in the **GREATER NOIDA**, Distt. Gautam Budh Nagar (U.P.) contained by measurement **56010.00 Sq. mtrs.** be the same a little more or less and bounded:

|                 |   |                            |
|-----------------|---|----------------------------|
| On the North by | : | As per Lease Plan attached |
| On the South by | : | 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 marked red.

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 **28th July 2010** except and always reserving to the Lessor.

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

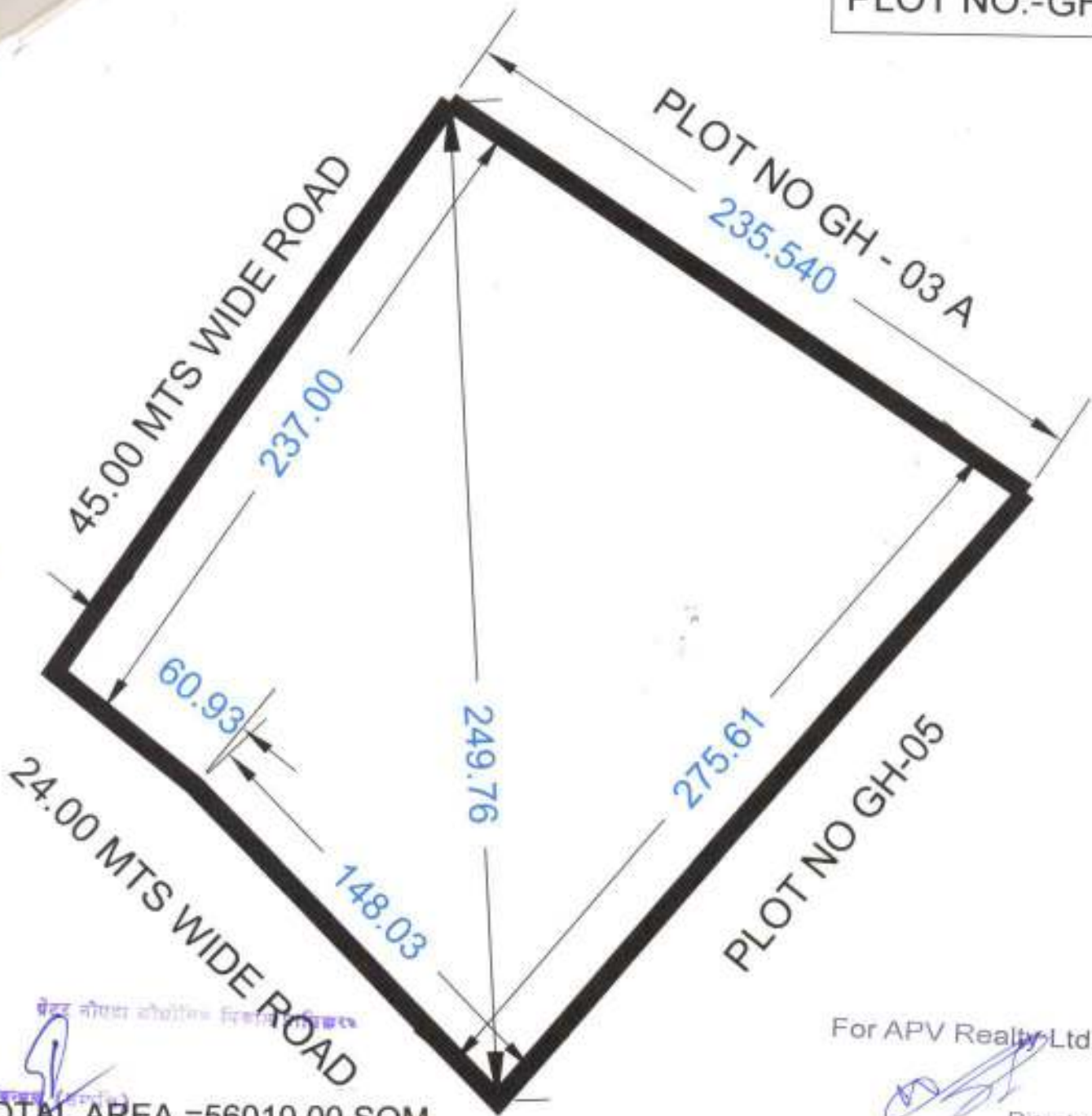
**(ii) AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
  - (i) Lessee has paid **Rs. 5724782/- (Rs.fifty seven lac twenty four thousand seven hundred eighty two only)** as annual lease rent being 1% of the plot premium for the first 10 years of lease period.
  - (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.

सह. निवासी नवीनीकृत विकास परियोजना  
  
 LESSOR

For APV Realty Ltd.  
  
 LESSEE Director





For APV Realty Ltd.

Director

SIGN-

POSSESSION TAKEN OVER

SIGN-

POSSESSION HANDED OVER



LEASE PLAN FOR

PLOT NO-GH-03

OF SECTOR- 16B

GREATER NOIDA

PROJ. DEPTT.

LAND DEPTT.

LAW DEPTT.

PLNG. DEPTT.

ASST. MANAGER

LEKHPAL

A.L.O.

SR. DRAFTSMAN

MANAGER

N. TEHSILDAR

MANAGER

SR. EXECUTIVE

SR. MANAGER

TEHSILDAR



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**



- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
  - (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
  - (v) The Lessee has to pay lease rent equivalent to 11 years @1% of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/ sub Lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing/flats/plots. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.
- i) Such allottee/sub Lessee should be citizen of India and competent to contract.
  - ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
  - iii) Normally, the permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed,

  
 LESSOR

For APV Realty Ltd.  
  
 LESSEE Director

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.
- d) The Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate
- e) The Lessee shall have to execute sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.
- f) The Sub-Lessee undertakes to put to use the premises for the residential use of residential area only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between Lessor, Lessee and proposed transferee (sub-Lessee). The Lessee/ sub Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as sub Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/ Government of U.P.

The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1<sup>st</sup> sub-Lessee shall be allowed without any transfer charges but sub lease deed will be executed between the Lessor & Lessee and allottee. However, a

For APV Realty Ltd.

बंदर भोजी औद्योगिक विकास प्राधिकरण

LESSOR

सचिव (सहायक)

7

LESSEE Director



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 transfer done by the Lessee shall have to be registered before the physical possession of the flat/plot is handed over.
- j) Except otherwise without obtaining the completion certificate, the Lessee shall have option upto 30.09.2010, or as decided by the Lessor, to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

#### NORMS OF DEVELOPMENT

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

|                                     |                          |
|-------------------------------------|--------------------------|
| Maximum permissible Ground Coverage | 35 %                     |
| Maximum permissible FAR             | 2.75                     |
| Set backs                           | As per Building Bye-laws |
| Maximum Height                      | No Limit                 |

#### CONSTRUCTION

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

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

  
LESSOR  
\*नमस्कार (सम्पत्ति)

For APV Realty Ltd.  
  
LESSEE Director

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 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

  
 LESSOR

नमस्कर (हस्ताक्षर)

For APV Realty Ltd.

  
 LESSEE Director



terms and conditions as may be decided by the LESSOR at the time of granting the permission.

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

The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before 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 31.03.2010, or as decided by the Lessor, with the prior approval of LESSOR on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub-divided plots should not be less than 20,000 sq.mtrs. However, individual flat/plot will be transferable with prior approval of the LESSOR as per the following conditions :-

- (i) The dues of LESSOR towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before executing of sub-lease deed of the flat.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
- (iv) The sub-Lessee undertakes to put to use the premises for the residential use only.
- (v) The Lessee has obtained building occupancy certificate from Building Cell/Planning Department, Greater NOIDA Industrial Development Authority.
- (vi) First sale/transfer of a flat/plot to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the LESSOR in writing.

  
 LESSOR

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For APV Realty Ltd.

  
 LESSEE Director

- (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.

#### OVERRIDING POWER OVER DORMANT PROPERTIES

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

  
LESSOR

सहस्रक (समिति)

For APV Realty Ltd.

  
LESSEE Director



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.

## 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.

  
 LESSOR

पं. राजेश (संपत्ति)

For APV Realty Ltd.

  
 LESSEE Director

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

#### OTHER CLAUSES

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District , Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.

  
 LESSOR

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For APV Realty Ltd.  
  
 LESSEE Director



7. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time Lessor or any other authority duly empowered by them to levy the tax/charges.
9. Dwelling units flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest.
15. All terms and conditions of brochure and its corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

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

Witnesses:

1. Ameesh Jain  
S/o Sh. Shikhar Chand Jain  
B-265, Ram Prastha, Hazratnagar

Signed and delivered  
for and on behalf of LESSOR

For APV Realty Ltd.

Director

For and on behalf of the LESSEE

2. Vinod Kumar Jha  
S/o. Sh. R.M. Jha.  
Plot No-28, G.M-I,  
Shalimar garden Ext-f,  
Sahibabad. U.P.

For APV Realty Ltd.

LESSEE Director

LESSOR



उत्तर प्रदेश UTTAR PRADESH

11AA 769270

Undertaking

This undertaking is signed and executed at Greater Noida on the 28th day of July 2010 by -

1. M/s Ainara India Ltd. (Name of Lead Member Company), a company formed and existing under the provisions of Companies Act 1956, having its registered office at 502, Sachdeva Corporate Tower, Karkardooma, Delhi-110092 (hereinafter referred to as the Lead Member of M/s i.e. the consortium) through Shri Mr. Ashok Kumar Gupta Director of the lead member.
2. M/s Gulshan Developers Pvt.Ltd. (Name of Relevant Member Company/SPC) a company formed and existing under the provisions of Companies Act 1956, having its registered office at 4, Dayanand Vihar, Delhi-92 (hereinafter referred to as the Relevant Member of M/s i.e. the consortium) through Shri Mr. Satish Jain, Director of the relevant member.
3. M/s Assotech Ltd. (Name of Relevant Member Company/SPC) a company formed and existing under the provisions of Companies Act 1956, having its registered office at 148-F, Pocket-IV, Mayur Vihar, Phase-I, Delhi - 110091. (hereinafter

For ASSOTECH LIMITED

*Rajiv*  
DIRECTOR

For A/V Realty Ltd.

*[Signature]*  
Director

For AJNARA INDIA LTD.

*[Signature]*  
Director

For GULSHAN DEVELOPERS PVT. LTD.

*[Signature]*  
Director





उत्तर प्रदेश UTTAR PRADESH

11AA 769271

referred to as the Relevant Member of M/s i.e. the consortium) through Shri Mr. Rajiv Srivastava, Director of the relevant member.

WHEREAS in response to the invitation for bid in the BRS-02 (scheme code) scheme of the Builders Residential / Large Group Housing Plots floated by the Greater Noida Industrial Development Authority (hereinafter referred to as GNIDA), the Consortium M/s Ajnara India Ltd.(name of company/consortium) submitted their bid for allotment of Plot No.GH-03, Sector-16B, Greater Noida area allotted 100000.00 square metre (Actual Area 100014.96) and agreed to abide by all the terms and conditions set out in the brochure of the scheme.

AND WHEREAS the GNIDA vide letter bearing No.PROP/BRS/2010/1488 dated 23<sup>RD</sup> April 2010 allotted plot no.03, Sector-16B having an area of 100000.00 square metre 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 and the relevant member M/s Assotech Ltd. agreed amongst themselves that as permissible under clause C-8 of the brochure of the scheme the Lease Deed of an area of 56010.00 square metre be executed in favour of the SPC M/s APV Realty Ltd. and a separate lease deed of an area of 44007.96 square metre be executed in favour of relevant member M/s Gulshan Developers Pvt.Ltd. and a request letter dated

For AJNARA INDIA LTD.

For ASSOTECH LIMITED

For GULSHAN DEVELOPERS PVT. LTD.

For APV Realty Ltd.

Director

DIRECTOR

Director



भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY  
RUPEES

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

11AA 769272

18.06.2010 (received in the Authority on 21.6.2010) was addressed to GNIDA in this regard.

AND WHEREAS A request of the lead member M/s Ajnara India Ltd. and the relevant members M/s Gulshan Developers Pvt.Ltd. and M/s Assotech Ltd. as contained in the said letter dated 18.6.2010/21.6.2010 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 27<sup>th</sup> day July 2010, 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 56010.00 sq.m. in favour of APV Realty Ltd. (An SPC of Ajnara India Ltd. and M/s Assotech Ltd.) and an area of 44007.96 square metre in favour of the relevant member M/s Gulshan Developers Pvt.Ltd., we shall be jointly and severally liable for the due compliance of all the terms and conditions of the lease deed, including but not limited to payment of consideration for the area mentioned in both the lease deeds and any breach of the aforesaid, by one of us, shall constitute breach also by the other and thereby empower the GNIDA to take action against both of us.

For AJNARA INDIA LTD.

*[Signature]*

Director

For GULSHAN DEVELOPERS PVT. LTD.

*[Signature]*

Director

For ASSOTECH LIMITED

*[Signature]*  
DIRECTOR

For APV Realty Ltd.

*[Signature]*

Director

गुप्त नगरा नगरपालिका विकास प्राधिकरण  
नगरपालिका (गुप्त नगर)



भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY  
RUPEES

INDIA

INDIA NON JUDICIAL

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11AA 769273

2. That each of us jointly and severally agree that this undertaking shall form part of Lease Deed to be executed and necessary clause(s) to this effect shall be stipulated in the Lease Deed to be executed.
3. That any breach of the conditions set out in this undertaking shall render the permission granted in principle vide GNIDA's letter dated 27<sup>th</sup> July 2010 withdrawn in case Lease Deed has been executed, then the breach of these present shall constitute a breach of the lease deed for which GNIDA shall be entitled to take action against us, including determination of both the lease deeds to be executed.
4. That, in terms of clause 8(a) of the scheme, we undertake that the lead member of the consortium shall retain at least 26% of the shareholding as per MOA till the completion certificate of atleast 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' and Annexure 'B' 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.

For AJNARA INDIA LTD.

Director

For GULSHAN DEVELOPERS PVT. LTD.

For ASSOTECH LIMITED

  
DIRECTOR

For ADV Realty Ltd.

Director

डिप्टर मीमर जोडोनिक विकास समितिक

COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF AJNARA INDIA LIMITED IN THEIR MEETING HELD ON TUESSDAY, THE 27th DAY OF JULY 2010 AT ITS REGISTERED OFFICE, DELHI

---

"RESOLVED THAT the consent of Board of Director be and is hereby accorded to authorised Shri Ashok Kumar Gupta, Director to accept, sign, deliver undertaking or other documents executed at Greater Noida for and on behalf of the company"

Certified True Copy

  
Director

For APV Realty Ltd.

  
Director

पेटर ऑफिस नोटिफिकेशन विभाग प्रमाणित  
  
सचिव (संगठन)





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**COPY OF RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS  
OF THE COMPANY, HELD ON 27<sup>TH</sup> DAY OF JULY, 2010.**

"RESOLVED THAT Company being a relevant member of consortium with M/s Ajnara India and M/s Gulshan Developers Private Limited be and is hereby authorize Shri. Rajiv Srivastva, Director of the Company to accept, sign, deliver undertakings or other documents to be executed with Greater Noida for and on behalf of the Company and also authorised do all such act and to ratify any of the deeds in the interest of the Company."

"FURTHER RESOLVED THAT a duly certified copy of this resolution be forwarded to the Greater Noida Authority by Mr. Rajiv Srivastva, director and Mr. Amit Kumar, Company Secretary of the Company."

Certified True copy

For and on behalf of Assotech Limited

(RAJIV SRIVASTVA)  
Director

(AMIT KUMAR)  
Company Secretary

For APV Realty Ltd.

Director

पटर नोडा नौवोटिक विकास प्राधिकरण

अधिकारी (अवकाश)

COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF GULSHAN DEVELOPERS PVT. LTD. IN THEIR MEETING HELD ON TUESSDAY, THE 27th DAY OF JULY' 2010 AT ITS REGISTERED OFFICE 4, DAYANAND VIHAR, DELHI-110092

"RESOLVED THAT the consent of Board of Director be and is hereby accorded to authorised SHRI SATISH JAIN, Director to accept, sign, deliver undertaking or other documents executed for lease deed of Plot No. 3A, Sector-16B, Greater Noida (U.P.) at Greater Noida Industrial Development Authority for and on behalf of the company"

For APV Realty Ltd.

  
Director

Certified True Copy

For Gulshan Developers Pvt. Ltd.

  
Chairman



  
सह-निर्देशक (प्रशासनिक)  
सह-निर्देशक (प्रशासनिक)

Gulshan Developers Private Limited

Corporate Office : 4, Dayanand Vihar, Delhi 110092 Tel : 91-11-22375246

Website : www.gcgroup.co.in, Email : gdp@gcgroup.co.in

Site Office : Ramprastha Greens, Sector-7, Vaishali Extn., Ghaziabad - 201012 (U.P.)





उत्तर प्रदेश UTTAR PRADESH

11AA 769274

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

Witnesses

1. Anneesh Kumar  
S/o Sh. Shikhar Chandra Jais  
B-205, Ravi Prasad Nagar, Ghaziabad

2. Vinod Kumar Jha  
S/o Sh. R.M. Jha  
Plot No-28, Shalimar Garden Estate,  
Sahibganj

3. सहाय नौपदा नौपदा विकास प्राधिकरण

4. [Signature]  
[Signature] (सहाय)

For AINARA INDIA LTD.

[Signature]  
Director  
Lead Member  
For GULSHAN DEVELOPERS PVT. LTD.

Relevant Member Director

Relevant Member  
For ASSOTECH LIMITED

[Signature]  
DIRECTOR

For APV Realty Ltd.

[Signature]  
Director

26 27/7/10

राजवहादुर सिंह का निवास  
 निवास का पता.....  
 निवास का नाम.....  
 निवास की राशि.....  
 निवास का स्तर.....  
 निवास नं. 95/2002 राशि 31-5-20

आज दिनांक 28/07/2010 को  
 वही नं. 1 जिल्ला नं. 7169  
 पृष्ठ नं. 399 से 454 पं क्रमांक 19088  
 रजिस्ट्रार किया गया।

*Raj*  
 राजवहादुर सिंह  
 उप निबन्धक गो0बुद्धनगर  
 सदर  
 28/7/2010

