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P-14034/15

# INDIA NON JUDICIAL Government of Uttar Pradesh

MUKESH KUMAR SHARMA  
B.Com., LL.B., Advocate  
Sub Registrar Campus  
Greater Noida

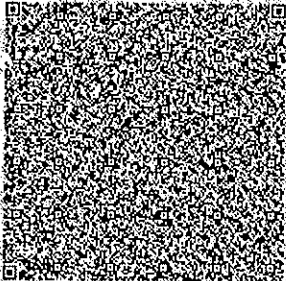
## e-Stamp

### CERTIFICATE LOCKED



सत्यमेव जयते

Certificate No.	: IN-UP01178862214092N
Certificate Issued Date	: 29 Jun 2015 12:17 PM
Account Reference	: SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0101417544478668N
Purchased by	: SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED
Description of Document	: Article 35 Lease
Property Description	: SUB DEVIDED PLOT NO.GH-3C, SECTOR-10, GREATER NOIDA, DISTT-GAUTAMBUDH NAGAR (U.P.)
Consideration Price (Rs.)	: 48,40,00,000 (Forty Eight Crore Forty Lakh only)
First Party	: G N I D A
Second Party	: SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED
Stamp Duty Paid By	: SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 2,80,25,000 (Two Crore Eighty Lakh Twenty Five Thousand only)



Sub Registrar Campus  
Greater Noida

MUKESH KUMAR SHARMA  
LL.B., Advocate  
Sub Registrar Campus  
Greater Noida

Please write or type below this line

*Raj*  
Manager (Builders)  
Greater Noida Indl. Dev. Authority

For Shirja Real Estate Solutions Pvt Ltd

*T. Bohra*  
Authorized Signatory

**XM 0002950520**

#### Statutory Alert:

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



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INDIA NON JUDICIAL

Government of Uttar Pradesh

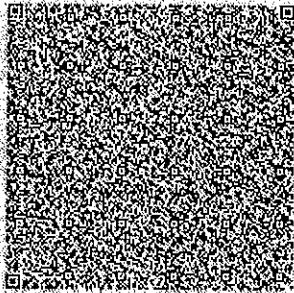
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CERTIFICATE LOCKED



सत्यमेव जयते

Base Certificate No. : IN-UP01178882214092N  
Certificate No. : IN-UP01161564432899N  
Certificate Issued Date : 30-Jun-2015 11:40 AM  
Account Reference : SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUPSHCIL0101421957505889N  
Purchased by : SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED  
Description of Document : Article 35 Lease  
Property Description : SUB-DEVIDED PLOT NO.GH-3C, SECTOR-10, GREATER NOIDA,  
DISTT-GAUTAMBUDH NAGAR (U.P.)  
Consideration Price (Rs.) : 48,40,00,000  
(Forty Eight Crore Forty Lakh only)  
First Party : GNIDA  
Second Party : SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED  
Stamp Duty Paid By : SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 3,62,000  
(Three Lakh Sixty Two Thousand only)



Please write or type below this line

Manager (Builders)  
Greater Noida Indl. Dev. Authority

For Shirja Real Estate Solutions Pvt.Ltd

Authorised Signatory

XM 0002950537

Statutory Alert:

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## LEASE DEED

This Lease Deed made on 29<sup>th</sup> day of JUNE, 2015 between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, 169, Chitvan Estate, Sector Gamma-II, Greater Noida Dist. Gautam Budh Nagar (U.P.)** 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. SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at F-28, Preet Vihar, Vikas Marg, Delhi-110092 through its Director Mr. Ritesh Bohra S/o. Mr. Gopal Bohra R/o. 1743, Aji Ganj, Hathi Khana, Bahudur Garh Road, Sadar Bazar, New Delhi-110006 duly authorized by its Board of Directors vide Resolution dated 25.06.2015 (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 / allotted to the CONSORTIUM CONSISTING OF –

- RIGHT REALTECH PRIVATE LIMITED- LEAD MEMBER
- SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED- RELEVANT MEMBER
- KINETIC BUILDTECH PRIVATE LIMITED- RELEVANT MEMBER
- GAURSONS INDIA LIMITED- RELEVANT MEMBER

the Plot No. GH-03, SECTOR-10, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/ Acceptance Letter No. PROP/BRS-01/2014-15/1445, dated 07.07.2014 and Allotment Letter No. PROP/BRS-01/2014-15/1589, dated 07.08.2014 and for the

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory

  
Manager  
**LESSOR**  
Greater Noida Indl. Dev. Authority

LESSEE 1



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 (Scheme Code BRS-01/2014-15). The registered consortium consists of following :-

S.No.	Name of member	Shareholding	Status
1.	RIGHT REALTECH PRIVATE LIMITED	30%	Lead Member
2.	SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED	26%	Relevant Member
3.	KINETIC BUILDTECH PRIVATE LIMITED	29%	Relevant Member
4.	GAURSONS INDIA LIMITED	15%	Relevant Member

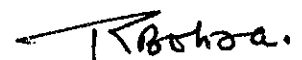
Whereas the above registered consortium who jointly qualify for the bid and secured the allotment of said plot being highest bidder. They through its lead member **M/s. Right Realtech Private Limited** has approached to the Lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl. No.	Plot No./Sector	Sub Divided area (in sq.m.)	Name of member	Status
1.	GH-3A, Sector-10	22000	M/s. BRY'S PROJECTS PVT. LTD. (Spc of M/s. Right Realtech Pvt. Ltd. & Gaursons India Ltd.)	SPC
2.	GH-3B, Sector-10	22000	KINETIC BUILDTECH PRIVATE LIMITED	Relevant Member
3.	GH-3C, Sector-10	20000	SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED	Relevant Member


Whereas the said consortium has given an undertaking dated 24-02-2015 (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. SHIRJA REAL ESTATE SOLUTIONS PVT. LTD.** on the request

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory

  
 LESSOR  
 Greater Noida Indl. Dev. Authority

LESSEE

2



30/6/2015  
 गौतमबुद्धनगर  
 उपनिबन्धक सदर  
 (तेज सिंह यादव)

रजिस्ट्रार आधिकारी के हस्ताक्षर



प्रस्तावतः मद्र साक्षियों के विधान संग्रहे नियमावली लिखे गये हैं ।

के को ।

निवासी एच-168/4 गामा-2 मीटर नौरवा

हयकेश  
 पुत्र श्री  
 मूलचन्द

व श्री  
 पुत्र श्री

निवासी की-131/ए हरि नगर एक्सटेंशन बदरपुर नई दिल्ली-44

पुत्र श्री

वीके0का

अजय कुमार झा

ने निष्पन्न स्वीकार किया ।



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-3C, Sector-10, Greater Noida measuring 20000 square metre vide letter dated 31.12.2014.

AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that M/s. SHIRJA REAL ESTATE SOLUTIONS PVT. LTD. (Lessee) having its registered office at F-28, Preet Vihar, Vikas Marg, Delhi-110092 shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No.GH-3C, Sector-10, Greater Noida. Accordingly, lease deed in favour of M/s. SHIRJA REAL ESTATE SOLUTIONS PVT. LTD. (lessee) for Builders Residential / Large Group Housing Sub Divided Plot No.GH-3C, Sector-10, Greater Noida measuring 22000 square metre is being executed through this lease deed.


The lead member of the consortium shall have to retain at least 26% of the share holding as per MOA, till the completion certificate of at least one phase of the project or 40% construction of total FAR is obtained from Greater NOIDA Authority.

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

1. This in consideration of the total premium of the sub divided plot (having area 20000 sq.m.) is Rs. 48,40,00,000.00 (Rupees Forty Eight Crore, Forty Lac only) out of which 20% amount Rs. 9,68,00,000.00 have been paid by the Lessee to the Lessor (the receipt whereof the Lessor both hereby acknowledge). The balance 80% premium i.e. Rs. 38,72,00,000.00 of the plot along with interest @ 12% p.a. shall be payable in 16 half yearly installments in the following manner :-

<u>Head</u>	<u>Due date</u>	<u>Payable Premium</u>	<u>Payable Interest</u>	<u>Total payable instalment</u>	<u>Balance premium</u>
Instalment No.1 (Paid)	05.05.2015	24200000.00	23232000.00	47432000.00	363000000.00
Instalment No.2	05.11.2015	24200000.00	21780000.00	45980000.00	338800000.00
Instalment No.3	05.05.2016	24200000.00	20328000.00	44528000.00	314600000.00
Instalment No.4	05.11.2016	24200000.00	18876000.00	43076000.00	290400000.00
Instalment No.5	05.05.2017	24200000.00	17424000.00	41624000.00	266200000.00
Instalment No.6	05.11.2017	24200000.00	15972000.00	40172000.00	242000000.00

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory

  
Manager (Builders)

Greater Noida Indl. Dev. Authority

LESSEE

3



श्रीर नोएडा  
श्रीकपी

0101 श्रीजीव कुमार शर्मा प्रतिलिपि शोधोपयोगिता संस्थान, नोएडा

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Registration No.:

14034

Year :

2,015

Book No. :

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Instalment No.7	05.05.2018	24200000.00	14520000.00	38720000.00	217800000.00
Instalment No.8	05.11.2018	24200000.00	13068000.00	37268000.00	193600000.00
Instalment No.9	05.05.2019	24200000.00	11616000.00	35816000.00	169400000.00
Instalment No.10	05.11.2019	24200000.00	10164000.00	34364000.00	145200000.00
Instalment No.11	05.05.2020	24200000.00	8712000.00	32912000.00	121000000.00
Instalment No.12	05.11.2020	24200000.00	7260000.00	31460000.00	96800000.00
Instalment No.13	05.05.2021	24200000.00	5808000.00	30008000.00	72600000.00
Instalment No.14	05.11.2021	24200000.00	4356000.00	28556000.00	48400000.00
Instalment No.15	05.05.2022	24200000.00	2904000.00	27104000.00	24200000.00
Instalment No.16	05.11.2022	24200000.00	1452000.00	25652000.00	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.

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory

  
Manager  
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY  
Greater Noida

LESSEE

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0201 श्रीरत्ना रिजल एस्टे सॉल्यूशंस प्राइवेट लिमिटेड द्वारा विशेष बॉटम  
श्रीपाल बोटम  
एफ-28 पीन डिस्ट्रिक्ट विकास मार्ग दिल्ली-110092  
एफएम

Registration No. : 14034 Year : 2,015 Book No. : 1

पट्टा गृहीता

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.

### EXTENSION OF TIME

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


And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that sub divided plot of land numbered as Builders Residential / Large Group Housing (Sub Divided) Plot No. **GH-3C, SECTOR-10, GREATER NOIDA** Distt. Gautam Budh Nagar (U.P.) contained by measurement **20000 Sq. mtrs.** be the same a little more or less and bounded:

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

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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years

For Shirja Real Estate Solutions Pvt.Ltd

  
Authorised Signatory

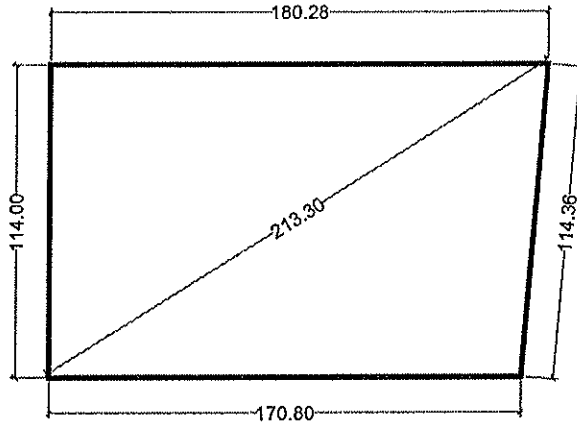
  
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PLOT NO.-GH-3-B

24 MT. WIDE ROAD



GREEN BELT

24 MT. WIDE ROAD

For Shirja Real Estate Solutions Pvt. L

*Sab*  
 Manager (Public)  
 Greater Noida Ind. Zone

*R Bohra*  
 Authorised Signat

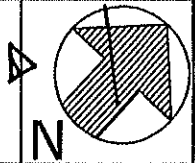
TOTAL AREA = 20000.00 SQM.

SIGN-

SIGN-

POSSESSION TAKEN OVER

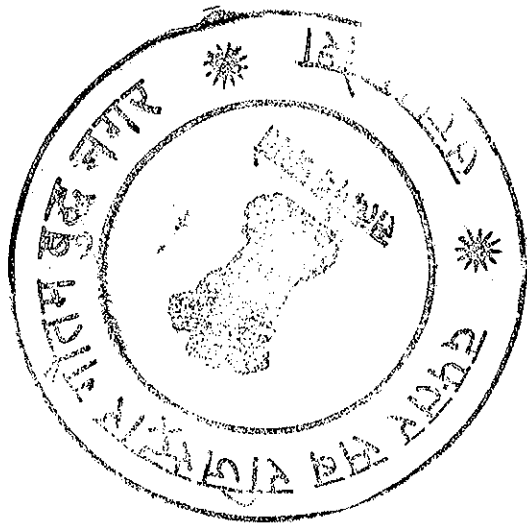
POSSESSION HANDED OVER



LEASE PLAN FOR PLOT NO-GH-3-C OF SECTOR-10 GREATER NOIDA	PROJ. DEPTT.	<i>Sab</i> 9.12.2014 ASS. MANAGER	<i>R Bohra</i> MANAGER	<i>dh</i> SR. MANAGER
	LAND DEPTT.	<i>Sab</i> LEKHPAL	N. TEHSILDAR	<i>S</i> TEHSILDAR
	LAW DEPTT.	<i>OR</i> ASS. MANAGER	<i>R Bohra</i> MANAGER	
	PLNG. DEPTT.	<i>S</i> SR. DRAFTSMAN	<i>S</i> SR. EXECUTIVE/MGR	



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**



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commencing from 29<sup>th</sup> day of JUNE, 2015 except and always reserving to the Lessor.

1. A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
2. 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. 48,40,000/- 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 the option to pay lease rent equivalent to 11 years, at the rate of lease rent prevailing at that time, as "One Time Lease Rent" unless the GNIDA decides to withdraw this facility. On

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory



LESSOR (Builders)

LESSEE

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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, 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

For Shirja Real Estate Solutions Pvt.Ltd



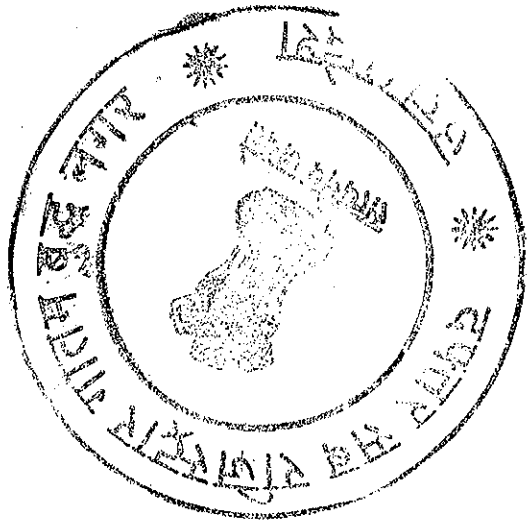
Authorised Signatory



LESSOR (Builders)

LESSEE

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to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub-lease deed which shall be executed in a form and format as prescribed by the Lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phasewise on payment of full premium (with interest upto the date of deposit) of the plot of that phase.
- b) Every sale done by the Lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Lessee has obtained building occupancy certificate from Planning Department, Greater Noida (Lessor).
- d) The Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e) The Lessee shall have to execute tripartite 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

For Shirja Real Estate Solutions Pvt.Ltd

  
Authorized Signatory

  
LESSOR

LESSEE

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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 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 to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges. 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	As per prevailing building bye-laws
Maximum permissible FAR	3.5
Set backs	As per prevailing Building Bye-laws
Maximum Height	No Limit

## CONSTRUCTION

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

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory



LESSOR

LESSEE

9





per approved layout plan and get the occupancy certificate issued from Building Cell/Planning Department of the Authority 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 completion certificate of the first phase accordingly issued from the building cell of the Authority 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 Authority within the period of 5 years from the date of execution of lease deed.

1. 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 /Authority . 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 Authority'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.
3. 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.
4. There shall be total liberty at the part of allottee /lessee to decide the size of the flats/plots or to decide the ratio of the area for flatted/ plotted development. The FAR earmarked for commercial/Institutional use would be admissible but the allottee /lessee may utilize the same for residential use as per their convenience.

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory



LESSOR

Manager (builders)  
New Delhi (Indl. Dev. Authority)

LESSEE 10



5. The allottee /lessee may implement the project in maximum five phases and the occupancy certificate/completion certificate shall be issued by the authority phase wise accordingly enabling them to do phase-wise marketing.

## MORTGAGE

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

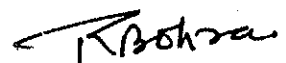
Provided that in the event of sale or foreclosure of the mortgaged/charged property the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority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

The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

## TRANSFER OF PLOT

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 with the prior approval of GNIDA on payment of transfer charges at the rate 2% of the 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

For Shirja Real Estate Solutions Pvt.Ltd



Authorized Signatory



LESSOR

LESSEE

11



be transferable with prior approval of the Authority as per the following conditions:-

- (i) The dues of GNIDA 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) Transferee should have financial qualification as fixed for the allotment i.e. as described in clause D-2 of scheme brochure in case of sub-divided plots.
- (iv) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
- (v) The sub-lessee undertakes to put to use the premises for the residential use only.
- (vi) The lessee has obtained building occupancy certificate from Building Cell, GNIDA.
- (vii) 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 Authority in writing.
- (viii) No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
- (ix) 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

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory



LESSOR

Strategic Builders

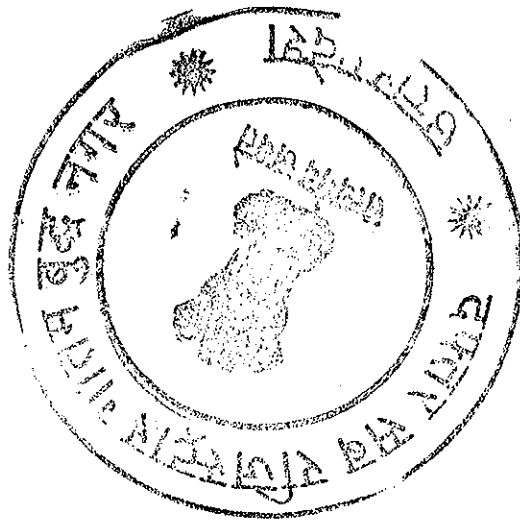
Greater Noida Ind. Dev. Authority

LESSEE

12









b) and to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.

3. The Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Authority 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 Authority, the Authority 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 maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, GNIDA will have the power to get the maintenance done through any other Authority 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 U.P. Apartment Act (Promotion of construction, ownership and maintenance) Act 2010 shall be applicable on the lessee/sub-lessee.

## CANCELLATION OF LEASE DEED

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

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the applicant/allottee/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 Authority with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory



LESSOR  
Manager (Builders)  
Greater Noida Indl. Dev. Autho. Co.

LESSEE 14



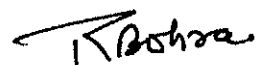
balance, if any, shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be given in this regard.

5. If the allotment is cancelled on the ground mentioned in para Y1 above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Authority 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

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory

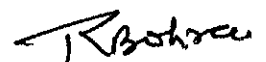
  
LESSOR (Partners)  
Greater Noida, U.P. Gov. Authority

LESSEE 15



6. The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
7. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/charges livable from time to time Lessor or any other authority duly empowered by them to levy the tax/charges.
9. Dwelling units/ flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
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. The Lease shall be subject to the provision of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act 2010.

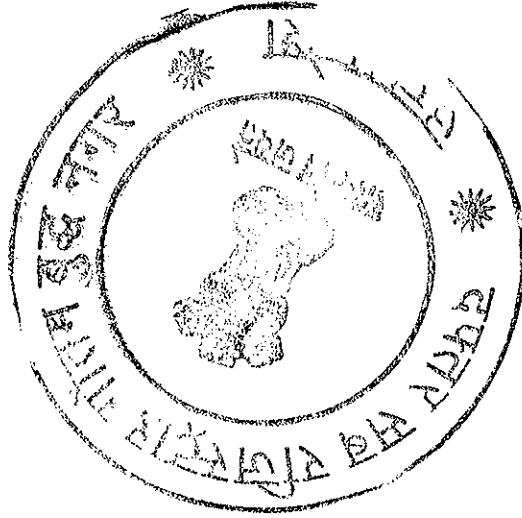
For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory

  
LESSOR (Builders)  
Greater Noida

LESSEE 16



16. All terms and conditions of brochure of **BRS-01/2014-15** and its corrigendum's, 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 Ajay Kumar Jha  
S/o Sh. G. K. Jha  
H. No. B-131, / A, Hari Nagar  
Extn. Badarpur  
N. Delhi - 110044

② Harkesh S/o Sh. Moolchand  
H. No. H-168/4, Camma, II  
G. Noida G. B. Nagar

  
For and on behalf of LESSOR

For Shirja Real Estate Solutions Pvt.Ltd

  
Authorised Signatory

For and on behalf of LESSEE



30/6/2015  
गौतमबुद्धनगर  
उपनिवेशक सदर  
(तेज सिंह यादव)

राजकीकरण अधिकारी के हस्ताक्षर

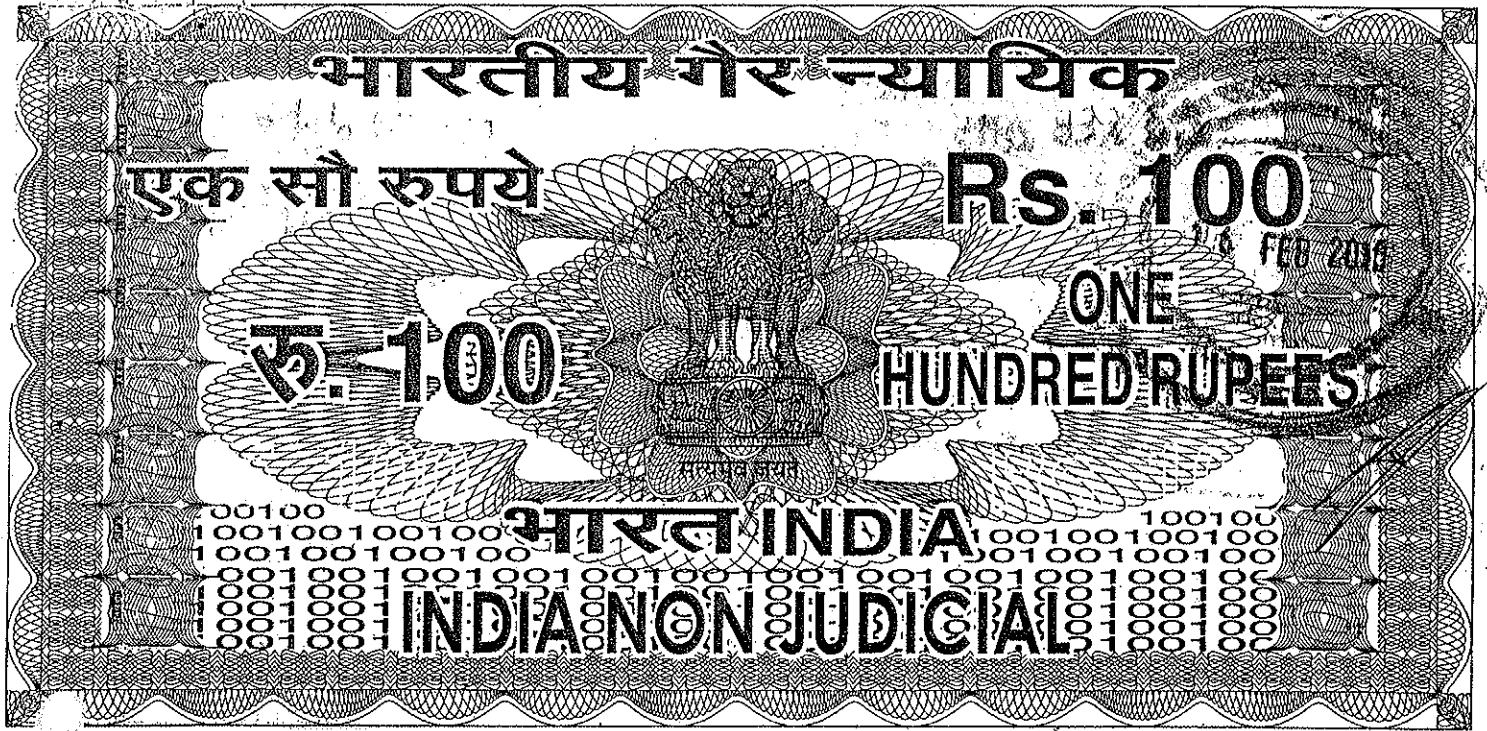
राजकीकरण किया गया।

पूज सं. 211 से 284 पर कमाक 14034

बही सं. 1 लिख सं. 18346

आज दिनांक 30/06/2015 को





उत्तर प्रदेश UTTAR PRADESH

CM 081723

UNDERTAKING

This undertaking is signed and executed at Greater Noida on the 24th Day of Feb., 2015 by:-

1. M/s. BRYS Projects Private Limited a Company formed and existing under the provisions of Companies Act, 1956, having its registered office at 305 Arunachal Building , 19 Barakhamba Road , Connaught Place , New Delhi - 110001 (herein referred to as the SPC of M/s Right Realtech Private Ltd- Lead Member & Gaursons India Ltd.- Relevant Member through Shri. Anuj Kumar Tyagi R/o K-107 , Sector -12 , Pratap Vihar , Ghaziabad U.P. Authorized Signatory of the SPC.
2. M/s. Kinetic Buildtech Private Limited a Company formed and existing under the provisions of Companies Act, 1956, having its registered office at 21, Aamarpali Apts., Plot No. 56, I.P.Extension, Delhi-110092 (herein referred to as the Relevant Member of consortium) through Shri. Rajeev Tangri S/o. Mr. Satya Prakash Tangri R/o. 21, Aamarpali Apts., Plot No. 56, I.P.Extension, Delhi-110092 Authorised Signatory of the Relevant Member.
3. M/s. Shirja Real Estate Solutions Private Limited a Company formed and existing under the provisions of Companies Act, 1956, having its registered office at F-28, Preet Vihar, Vikas Marg, Delhi - 110 092 (herein referred to as the Relevant Member of consortium) through Shri. Sandip Kumar Pandit S/o. Late Shri Shiv Kumar Sharma R/o. B-3/801, Olive County, GH-9, Sector-5, Vasundhara, Ghaziabad, UP, Authorised Signatory of the Relevant Member.

For BRYS PROJECTS PRIVATE LIMITED

AUTHORIZED SIGNATORY

For Kinetic Buildtech Pvt. Ltd.

Director Shirja Real Estate Solutions Pvt. Ltd. AUTHORIZED SIGNATORY

Contd... Page-2

For Shirja Real Estate Solutions Pvt. Ltd.

Authorised Signatory

01/02/2015

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USA

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WHEREAS in response to the invitation for the bid in the BRS-01/2014-15 scheme of the Large Group Housing/ Builders residential Plots Scheme floated by the Greater Noida Industrial Development Authority herein referred as "GNIDA", the consortium M/s Right Realtech Private Ltd.(Lead Member) submitted bid for allotment of Plot no. GH-3, Sector 10, Greater Noida, area 64000 Sq. Meter and agreed to abide by all terms and conditions as mentioned in the brochure of the scheme.

AND WHEREAS the GNIDA vide letter dated 07-08-2014 allotted plot no. GH-3, Sector 10 , Greater Noida in favour of consortium.

AND WHEREAS upon being called to have lease deed of allotted plot executed in the name of the consortium, the lead member and the relevant member agree amongst themselves that as permissible under clause 8(E)of the brochure of the scheme the lease deed of an area 22000 square metre be executed in favour of M/s. BRYS Projects Private Limited a SPC of M/s Right Realtech Private Ltd- Lead Member & Gaursons India Ltd.- Relevant Member, a separate lease deed of an area of 22000 square metre be executed in favour of M/s. Kinetic Buildtech Private Limited - Relevant Member and lease deed of an area of 20,000 square metre be executed in favour M/s. Shirja Real Estate Solutions Private Limited - Relevant Member, a request letter dated 10-09-2014 addressed to GNIDA in this regard.

AND WHEREAS A request of the lead member and the relevant member as contained in the said letter dated 10-09-2014 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 31-12-2014, 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 the lease deed of an area 22000 square metre be executed in favour of M/s. BRYS Projects Private Limited a SPC of M/s Right Realtech Private Ltd- Lead Member & Gaursons India Ltd.- Relevant Member, a separate lease deed of an area of 22000 square metre be executed in favour of M/s. Kinetic Buildtech Private Limited - Relevant Member and lease deed of an area of 20,000 square metre be executed in favour M/s. Shirja Real Estate Solutions Private Limited - Relevant Member, we shall be jointly and severally liable for the due compliance of all terms and conditions of the lease deed, including but not limited to the payment of consideration for the area mentioned in 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 us.
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.

For Kinetic Buildtech Pvt. Ltd.

For BRYS PROJECTS PRIVATE LIMITED

AUTHORIZED SIGNATORY

Director

For Shirja Real Estate Solutions Pvt. Ltd. Authorized Signatory

Contd. Page-3

For Shirja Real Estate Solutions Pvt. Ltd.

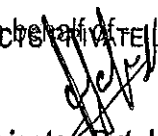
Authorised Signatory



3. That any breach of conditions set out in this undertaking shall render the permission granted in principle vide GNIDA letter dated 31-12-2014 withdrawn in case lease deed has been executed, then GNIDA shall be entitled to take action against us, including determination of the said lease deeds.
4. That, in terms of the Clause 8(a) of the Scheme, we undertake that the lead member company shall retain minimum 26% of the share/shareholding/rights in the Consortium as per MOA till the completion certificate of at least one phase or 40% construction of total FAR of the project is obtained from the Greater Noida Authority
5. That each of the signatory on behalf of lead member and relevant member has been duly authorised 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,' 'B' 'C' 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 WITNESS WHEREOF each of the executants have appended their signatures in the presence of each others on the date first mentioned above.

For BRY'S PROJECTS PRIVATE LIMITED

  
BRY'S Projects Pvt. Ltd.  
SPC of M/s Right Realtech  
Private Ltd- Lead Member &  
Gaursons India Ltd.- Relevant  
Member


For Kinetic Buildtech Pvt. Ltd:

  
Kinetic Buildtech Pvt. Ltd.-  
Relevant Member

For Shirja Real Estate Solutions Pvt. Ltd.

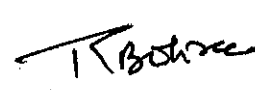
  
M/s. Shirja Real Estate  
Solutions Private Limited  
Relevant Members

Witness-

  
Manager (Gaursons)

Greater Noida Indl. Dev. Auth. (G.N.I.D.A.)

For Shirja Real Estate Solutions Pvt.Ltd

  
Authorised Signatory





**BRYs PROJECTS PVT. LTD.**

*A Rahul Gaur Enterprise*

Anx - A

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S BRYs PROJECTS PRIVATE LIMITED, HELD ON TUESDAY, FEBRUARY 24, 2015 AT 11:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT 305, ARUNACHAL BUILDING, 19, BARAKHAMBIA ROAD, CONNAUGHT PLACE, NEW DELHI, DELHI - 110001

"RESOLVED THAT Mr. Anuj Kumar Tyagi, Authorised Signatory of the Company, be and is hereby authorized to sign Undertaking, Lease Deed and other deeds/documents in relation to BRS-01/2014-15 scheme of the Large Group Housing/ Builders residential Plots Scheme floated by the Greater Noida Industrial Development Authority (GNIDA) for Plot No. GH-3/sub-divided Plot 3A, Sector 10, Greater Noida."

"RESOLVED FURTHER THAT that a certified copy of this resolution be forwarded to GNIDA under the signature of any one of the Directors of the Company."

The specimen Signature of Mr. Anuj Kumar Tyagi, duly attested is appended below

//CERTIFIED TO BE TRUE//  
For BRYs PROJECTS PRIVATE LIMITED

NAVNEET BHADLA  
(Director)

Attested Signature of Mr. Anuj Kumar Tyagi

NAVNEET BHADLA  
(Director)

For Shirja Real Estate Solutions Pvt.Ltd

  
Authorised Signatory  
Greater Noida Industrial Development Authority





# KINETIC BUILDTECH PRIVATE LIMITED.

Ann - B

Flat No- 21, Aamrapali Apartments, Plot No -56, I. P. Extension, Patparganj, Delhi-110092.

EXTRACTS OF THE MEETING OF BOARD OF DIRECTORS OF M/s KINETIC BUILDTECH PRIVATE LIMITED HELD AT 10.30 A.M. ON THURSDAY THE 19<sup>TH</sup> DAY OF FEBRUARY, 2015 HELD AT REGISTERED OFFICE OF THE COMPANY AT FLAT NO. 21, AAMRAPALI APARTMENTS, PLOT NO.-56, I. P. EXTENSION, PATPARGANJ, DELHI-110092.

"RESOLVED THAT Mr. Rajeev Tangri , Director of the Company , be and is hereby authorized to sign Undertaking. Lease Deed and other deeds/ document in relation to BRS -01/2014-15 scheme of the Large Group Housing / Builders residential Plots Scheme floated by the Greater Noida Industrial Development Authority (GNIDA) for Plot No . GH- 3/sub-divided Plot 3B, Sector 10, Greater Noida ."

"RESOLVED THAT that a certified copy of this resolution be forwarded to GNIDA under the signature of any one the Directors of the Company."

The Specimen Signature of Mr. Rajeev Tangri, dully attested is appended below

// CERTIFIED TO BE TRUE//

For KINETIC BUILDTECH PRIVATE LIMITED



ANIL BUTAN  
(Director)

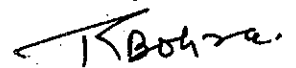


Attested Signature of Mr. Rajeev Tangri



ANIL BUTAN  
(Director)

For Shirja Real Estate Solutions Pvt.Ltd



Authorised Signatory



Handwritten signature of Anil Butan and a circular stamp with text: "Managing Director", "KINETIC BUILDTECH PRIVATE LIMITED", "REGD. OFFICE: FLAT NO. 21, AAMRAPALI APARTMENTS, PLOT NO. 56, I.P. EXTENSION, PATPARGANJ, DELHI-110092."



Anx-C

# Shirja Real Estate Solutions Private Ltd

Corporate office : 605, Krishna Apra Plaza, Sector -18, Noida 0120-3052746,  
Email: [Priyankgarg30@gmail.com](mailto:Priyankgarg30@gmail.com) CIN : U70101DL2012PTC244539

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CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED, HELD ON TUESDAY, FEBRUARY 24, 2015 AT 11:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT F-28, PREET VIHAR, VIKAS MARG, DELHI - 110 092.

"RESOLVED THAT Mr. Sandip Kumar Pandit, Authorised Signatory of the Company, be and is hereby authorized to sign Undertaking, Lease Deed and other deeds/documents in relation to BRS-01/2014-15 scheme of the Large Group Housing/Builders residential Plots Scheme floated by the Greater Noida Industrial Development Authority (GNIDA) for Plot No. GH-3/sub-divided Plot 3A, Sector -10, Greater Noida."

'RESOLVED FURTHER THAT a certified copy of this resolution be forwarded to GNIDA under the signature of Mr. Sandip Kumar Pandit, duly attested is appended below

// CERTIFIED TO BE TRUE //


For SHIRJA REAL ESTATE SOLUTIONS PRIVATE LIMITED

Priyank Garg  
(Director)  
DIN 05128515


Address : Bhagat Singh Road, Hansi Teh.,  
Hansi, Hisar-125033, Haryana

  
Attested Signature of Mr. Sandip Kumar Pandit

For Shirja Real Estate Solutions Pvt.Ltd

  
Authorised Signatory

Priyank Garg  
(Director)

  
Manager (in Charge)  
Greater Noida Ind. Dev. Authority

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Regd office : F-28, Preet Vihar, Vikas Marg, Delhi-110092

