



# उत्तर प्रदेश आवास एवं विकास परिषद

आवासीय प्रबंधन प्राधिकरण

सेक्टर-67, गीला रोड-एन-1, वसुधैव कुटुम्बकम्, गान्धीनगर, गान्धीनगर

भारतीय मानक मूर्ति

IS 15700



पत्र सं- 980

/ 80920 गाजिओ /

दिनांक- 01/02/14  
अग्रिम (Provisional)  
परिशिष्ट सं. 4/2

## ब्लक सेल भूखण्ड हेतु प्रदेशन/आवंटन पत्र

सेवा में

M/s Prateek Realtors India Pvt. Ltd.  
Prateek Pro-Manage, A-42, Sector-67,  
Noida (U.P.)-201301

विषय:- सिद्धार्थ विहार योजना, गान्धीनगर में स्थित ब्लक सेल भूखण्ड संख्या-4/बी0एस0-01 के प्रदेशन/आवंटन पत्र के सम्बन्ध में।

महोदय

उपरोक्त विषयक आपको सूचित करना है कि परिषद की सिद्धार्थ विहार योजना गान्धीनगर स्थित नवसूचित ब्लक सेल भूखण्डों के निस्तारण हेतु विज्ञापनीपरान्त दिनांक 17.1.2014 को इच्छुक आवेदकों से अपार/बिड आमन्त्रित किये गये थे। जिसमें आपके द्वारा दिया गया अपार/बिड को परीक्षणोपरान्त ब्लक सेल भूखण्ड संख्या-4/बी0एस0-01 के लिए सी गयी ₹0-38900.00 प्रतिवर्गमी० की उच्चतम बोली/अपार सक्षम अधिकारी द्वारा स्वीकार कर ली गयी है। जिसकी सूचना मुख्यालय के पत्र संख्या 144 / 80920-3 दिनांक 30.1.2014 द्वारा प्राप्त हुई है। जिसके क्रम में परिषद द्वारा निर्गत प्रोशर में निर्धारित सामान्य नियमों के अन्तर्गत प्रदेशन/आवंटन पत्र निर्गत किया जा रहा है। निर्गत प्रदेशन/आवंटन पत्र के अनुसार आपको निम्नानुसार भुगतान करना है:-

1	ब्लक सेल भूखण्ड का क्षेत्रफल 101175.00 वर्गमी०	
2	उच्चतम बोली ₹0-38900.00 के अनुसार भूखण्ड का मूल्य (लीजान्ट राशि)	₹0-3,93,57,07,500.00
	कुल मूल्य	₹0-3,93,57,07,500.00
3	(अ) प्रदेशन/आवंटन पत्र निर्गत होने की तिथि से 45 दिन के अन्दर स्वीकृत मूल्य की 15 प्रतिशत धनराशि ₹0-59,03,56,125.00 जिसमें टोकन धनराशि ₹0-19,60,00,000.00 के समायोजन होने के उपरान्त शेष धनराशि जोकि दिनांक 15.3.2014 तक जमा की जानी है। (ब) प्रदेशन/आवंटन पत्र निर्गत होने की तिथि से 90 दिनों के अन्दर स्वीकृत मूल्य का 10 प्रतिशत धनराशि ₹0-39,35,70,750.00 दिनांक 30.04.2014 तक देय होगी। (स) स्वीकृत मूल्य की शेष 75 प्रतिशत धनराशि ₹0-2,95,17,60,625.00 की 15 प्रतिशत ब्याज सहित 10 छमाही किस्तें देनी होंगी। किस्त की धनराशि ₹0-2,95,17,60,625.00 होगी। प्रथम किस्त दिनांक 01.07.2014 से देय होगी। 20 किस्त का न्यूनतम 06 माह के अन्दर जमा करना होगा, देय किस्तों का भुगतान समायोजित नहीं किया जाता है। यदि 02 प्रतिशत की दर से छमाही कन्सालिडेट करत हुए डिफाल्टेड समय का एण्ड ब्याज देय होगा, किसी भी किस्त का अधिकतम डिफाल्टेड समय 06 माह ही होगा, अधिकतम डिफाल्टेड समय तीन किस्तों तक अनुमत्य होगा।	₹0-39,35,70,750.00
4	विविध शुल्क	
	दिलख निष्ठावदन शुल्क	₹0- 300.00
	विकासन व्यय 0.25 प्रतिशत	₹0- 98,39,270.00
	कुल योग (दिनांक 15.3.2014 तक)	₹0- 98,39,570.00

पृष्ठ सं. 7/-

For Prateek Realtors India Pvt. Ltd.







उत्तर प्रदेश आवास एवं विकास परिषद

एन.सी. प्रो.मेन्ज (एन.सी. प्रो.मेन्ज लिमिटेड)  
 संख्या-102, टॉवर 10 एच-1, प्रमुखता जलविद्युत, प्रमुखता  
 हरियाणा



पत्र सं- 2510

/ 1090 गाजि /

दिनांक- 29.3.2014  
अन्तिम (Provisional)  
 पत्र सं. 10

संशोधित मांग पत्र

का सं.

M/s Prateek Realtors India Pvt. Ltd.  
 Prateek Pro-Menage, A-42, Sector-67,  
 Noida (U.P.)-201301

प्रमाण सं.  
 कमी के कारण

विषय- निम्नलिखित विहार योजना, गाजियाबाद में स्थित ब्लक सेल भूखण्ड संख्या-4/बी0एच0-01 के दोषपूर्ण में परिवर्तन के फलस्वरूप संशोधित मांग पत्र के सम्बन्ध में।

सादर,

प्रमाणित विभाग इस कार्यालय द्वारा निर्मित ब्लक सेल भूखण्ड संख्या-4/बी0एच0-01 के इंटेल/अपडेटेड पत्र संख्या-1010/रक00 गाजि0 दिनांक 12.2.2014 के क्रम में सूचित करना है कि ब्लक सेल भूखण्ड संख्या-4/बी0एच0-01 का क्षेत्रगत अधिशासी अभियन्ता पिछले-16 के पत्र संख्या-036/एम-73/104 दिनांक 28.2.2014 द्वारा निर्मित सर्वे पत्र के अनुसार दोषपूर्ण-101175-00 (एन.सी.) के अन्तर्गत पर-संख्या-07505.00 (एन.सी.) हो गया है। यह अवकाश सूचित किया जाता है कि संशोधित संख्या-07505.00 (एन.सी.) का गुणवत्ता निम्नवा करने का कष्ट करे-

1	कमी पत्र भूखण्ड पर [Redacted] (एन.सी.)	
2	उत्पन्न वाली ₹0-38900.00 के अनुसार भूखण्ड का मूल्य (मौलिक मूल्य)	₹0-3,79,53,04,12.00
	मूल मूल्य	₹0-3,79,53,04,852.00
3	(अ) प्रारंभ, अपडेटेड पत्र निर्माण होने की तिथि से 45 दिन के अन्दर स्वीकृत मूल्य की 15 प्रतिशत धनराशि ₹0-56,92,95,743.00 जिसमें दोषपूर्ण धनराशि ₹0-19,50,00,000.00 को समायोजन होने के उपरान्त जैसा धनराशि जॉर्ज दिनांक 15.2.2014 तक जमा की जायेगी है।	₹0-37,42,89,74,12.00
	(ब) प्रारंभ/अपडेटेड पत्र निर्मित होने की तिथि से 60 दिनों के अन्दर स्वीकृत मूल्य का 10 प्रतिशत धनराशि ₹0-37,85,30,490.00 दिनांक 30.04.2014 तक जमा होगी।	₹0-37,85,30,490.00
	(ग) स्वीकृत मूल्य की जैसा 75 प्रतिशत धनराशि ₹0-2,84,61,78,733.00 की 15 प्रतिशत खाता खोल कर 10 छमाही किन्हीं ढंगी होगी। जिस की धनराशि ₹0-49,42,31,249.00 होगी प्रथम किस्त दिनांक 01.07.2014 में जमा होगी। इस किस्त के भुगतान के बाद से अन्त तक जमा करना होगा, इस विषय का भुगतान सम्बन्धित नहीं किया जाता है की 02 प्रतिशत (18.2) अर्थात् 15 प्रतिशत की दर से छमाही कम्पाउन्डिंग करते हुए डिफाल्ट समेत का दण्ड जमा कर होगा, किन्हीं ढंगी किस्त का अधिव्यय डिफाल्ट समेत का दण्ड जमा कर होगा, किन्हीं ढंगी किस्त का अधिव्यय डिफाल्ट समेत का दण्ड जमा कर होगा, अधिव्यय डिफाल्ट समेत जैसा किस्त तक अनुभव होगा।	₹0-49,42,31,249.00
4	विशिष्ट शुल्क	
	विशेष विभाजन शुल्क	₹0- 20.00
	विभाजन लागू 1525 प्रतिशत	₹0- 4,00,000.00
	मूल मूल्य (दिव्या 15,12,118 तक)	₹0- 35,00,000.00

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For Prateek Realtors India Pvt. Ltd.

*[Signature]*  
 Authorised Signatory

एषमा उपराक्तानुसार भुगतान करन का कष्ट कर, शेष नियम व सते पूरे निर्णय प्रदेशन/ अवगतन घट संख्या-980/स0प्र0 गांधी दिनांक 01.02.2014 के अनुसार पूर्णकत रहेगी। उक्त के अतिरिक्त जमा की जाने वाली एकमुश्त/विशत की धनराशि मे से 01 प्रतिशत की दर से टीडीएस की कटौती कर केता द्वारा परिवद को पैन नम्बर-AAAJU0103A मे जमा कर स्वीक व बालान कार्यालय मे सम्यन्तगत जमा करेगा। यदि आवती द्वारा टीडीएस की धनराशि विलम्ब से जमा की जाती है तो देय तिथि से जमा की तिथि तक आयकर विभाग द्वारा निर्धारित ब्याज की दरों के अनुसार आगमित कर कुल देय धनराशि परिवद को उक्त पैन नम्बर पर जमा करवाया जावेगा। दण्ड ब्याज की देनदारी परिवद की नती होती।

भवदीय

उप जायास आयुक्त  
कृत जायास आयुक्त

संज्ञक

MAJ

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सत्यमेव जयते

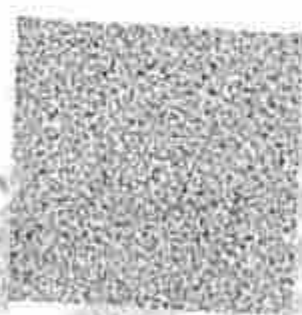
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05 Jun 2014 03:33 PM  
: SHCIL (F1) upshc101/ GHAZIABAD/ UP-GZB  
: SUBIN-UPUPSHCILD100479631403165M  
: MESSERS PRATEEK REALTORS INDIA PVT LTD  
: Article 23 Conveyance  
: PLOT NO. 4/BS-01, SIDDHARTH VIHAR GHAZIABAD  
: 379,53,04,952  
: (Three Hundred Seventy Nine Crore Fifty Three Lakh Four Thousand Nine Hundred And Filly Two only)  
: UTTAR PRADESH AWAS AVAM VIKAS PARISHAD  
: MESSERS PRATEEK REALTORS INDIA PVT LTD  
: MESSERS PRATEEK REALTORS INDIA PVT LTD  
: 26,56,71,500  
: (Twenty Six Crore Fifty Six Lakh Seventy One Thousand Five Hundred only)



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### UP HOUSING DEVELOPMENT BOARD LEASE AGREEMENT

This Lease Agreement is made on 20 day of June Year 14  
Between Uttar Pradesh Avam Evam Vikas Parishad, a body corporate constituted  
under section 3(1) of Uttar Pradesh Avam Evam Vikas Parishad adiniuam,  
1985 and having its Head Office at Lucknow through Housing Commissioner  
(here in after called the Lessor which expression shal unless the context does  
not so admit include its successors and assigns) of one part  
For Prateek Realtors India Pvt. Ltd.

0000034015

उप आवास आवाजक  
उप आवास एक विकास परिषद

Statutory Alert:  
1. The e-Stamp on the document renders it valid  
2. The onus of checking the legitimacy is on the users of the website.  
3. In case of any discrepancy please inform the Registrar.

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and M/s PRATEEK REALTORS INDIA PVT. LTD. a company within the meaning of companies act. 1956, having its corporate office at PRATEEK PROMENAGE, A-42, SECTOR-67, NOIDA U.P through authorised signatory SH. RATAN MITTAL S/o Late. Sh. JAI PRAKASH MITTAL, R/o D-157, Sector-61, Noida, G.B. Nagar (U.P.) duly authorized by the Board of Directors vide Resolution dated 01.04.2014 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its successor, 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 housing and improvement schemes.

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 according to the U.P. Housing and Development Board regulations 1982 and building plan approved by the lessor.

AND WHEREAS Lessor has through a sealed Two Bid System selected M/s PRATEEK REALTORS INDIA PVT. LTD for awarding plot No-04/BS-01 in Siddharth Vihar Yojna Ghaziabad. The details of which are described in the schedule to this Lease Deed, on Lease after fulfilling the terms and conditions prescribed in allotment letter, brochure of the said scheme and its corrigendum circulated / advertisement.

AND WHEREAS M/s PRATEEK REALTORS INDIA PVT. LTD which is sole company has represented to the Lessor till completion of Project.

AND WHEREAS Lessor has issued the letter of intent No 980 dated 01.02.2014 and revised letter no 2370 dated 29.03.2014 (herein after referred to as "LOI") in favour of consortium for awarding of plot No-04/BS-01 (Area- 97565.68 sqm) in Siddharth Vihar Yojna, Ghaziabad on LEASE.

AND WHEREAS aforesaid consortium has, with prior written permission of lessor, formed special purpose company (SPC) under the name of ..... which is lessee in this Deed.

AND WHEREAS ..... which is lead member of aforesaid consortium has further represented to the Lessor that it shall continue to hold at least 26% of the shareholding in SPC till completion of the project.

गणेश आवास  
स एंव विकास मरिचद  
वसुधरा, गाजियाबाद

*Handwritten signature*

Cont.....3/-

For Prateek Realtors India Pvt. Ltd.

*Handwritten signature*

Authorized Signatory

गण आवास आयुक्त  
उपग्रह आवास एवं विकास मरिचद  
वसुधरा, गाजियाबाद

*Handwritten signature*



795,504,952.00

मददा विलेख

(90 वर्ष)

10,000.00

40 10,040.00

2,000

पतिफल सतिवत ओला सर्विज किराया बीप एडिक्टो  
श्री प्रतीक रिजलटर्स इन्डिया प्रा० लि० द्वारा रत्न मितल  
पुत्र श्री एच० जय प्रकाश मितल

मकान नं० 301 हनुमन्त रोड अहमदाबाद

सम्पत्त शीकरी/व्यापार/घरानी

निवासी श्री डी-157 सी०-61 मोएबा गौ० पु० नगर



अध्यायी पता

वे एच सिडपल इस कार्यालय में

दिनांक 20/6/2014

समय 3:41PM

उक्त निबन्धन हेतु पेश किया।



रजिस्ट्रार अधिकारी के हस्ताक्षर

उप निबन्धक (पंचम)

गाजियाबाद

20/6/2014

निबन्धन संशोधन बाद सुनने व सुझाने के लिये व प्राप्त धनराशि रु प्रलेखाद्वारा उक्त

मददा बाता



मददा गृहीता

श्री इजनेश शर्मा लिपिक  
प्रतिनिधि एल बी सिंह उप अयाल आयुक्त  
पुत्र श्री  
पुत्र/पत्नी श्री पेशा शीकरी/व्यापार/घरानी



श्री प्रतीक रिजलटर्स इन्डिया प्रा० लि० द्वारा रत्न  
मितल  
पुत्र श्री एच० जय प्रकाश मितल  
पेशा शीकरी/व्यापार/घरानी  
निवासी डी-157 सी०-61 मोएबा गौ० पु० नगर



ने निबन्धन स्वीकार किया।

निवासी कायल श्री सुरेश शर्मा

पुत्र श्री गिर प्रसाद शर्मा

पेशा शीकरी/व्यापार/घरानी

निवासी डी-962 गली नं०-11 अजमेर नगर हाहापरा दिल्ली

पुत्र श्री नवीन कुमार

पुत्र श्री भगवती

पेशा शीकरी/व्यापार/घरानी

निवासी सी० सी० कम्पा० ना बाब

के ली।

प्रत्येक चर बर्तियों के निबन्धन हेतु निबन्धन स्वीकार किया गये है।

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रजिस्ट्रार अधिकारी के हस्ताक्षर

उप निबन्धक (पंचम)

गाजियाबाद

20/6/2014





उप आवास समुदाय  
आवास एवं विकास परिषद  
वसुन्धरा, मांजिराबाद



For Prastek Realtors India Pvt. Ltd.

Authorized Signatory

AND WHEREAS after incorporation of SPC, aforesaid consortium has requested the lessor to accept the SPC as the Lessee which shall undertake and perform the obligations and exercise the rights of the consortium under the LOI and brochure for executing the project as per provisions of brochure.

AND WHEREAS by its letter No ..... dated ..... the SPC has also joined in the said request of the consortium to the Lessor to accept it as the lessee to undertake and perform the obligations and exercise the rights of consortium under the LOI and brochure including obligation to enter into this LEASE DEED.

AND WHEREAS the lessee has further represented to the effect that it has been promoted by the selected consortium for the purposes here of,

AND WHEREAS the Lessor has agreed to the said request of aforesaid consortium and lessee and has accordingly agreed to enter into this LEASE DEED subject to the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this LEASE DEED, the parties to this DEED agree as follows.

1. Payment of Premium

1.1 Total Premium of Rs. 3,79,53,04,952.00 (Three Seventy Nine Crore Fifty Three Lac Four Thousand Nine Hundred Fifty Two Only) (herein after referred to as total premium amount is payable by Lessee to Lessor, out of which Lessee has paid Rs. 94,88,26,239.00 (Ninety Four Crore Eighty EIGHT lac Twenty Six Thousand Two Hundred Thirty Nine only) (which is 25% of total premium amount) to the Lessor and rest 75% of total premium amount shall be paid by the lessee to the lessor in Ten equal Six monthly installments with interest @ 15% per annum within five years in the following manner.

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For Prastek Realtors India Pvt. Ltd.

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For Prastek Realtors India Pvt. Ltd.

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उप आवास समुदाय  
आवास एवं विकास परिषद  
वसुन्धरा, मांजिराबाद

पट्टा दाता

Registration No.: 4118

Year: 2014

Book No.: 1

0101 ब्रजनेश शर्मा शिविक प्रतिनिधि एस बी सिद्ध उष अवसर आयुक्त

*B. Shrivastava*

आवास विकास गा बाद

नीकरी/भारत/महाराष्ट्र



Registrar of Companies  
*[Signature]*

S. No	Due Date	Installment (In Lacs)
1	01.07.2014 to 31.12.2014	41,47,31,949.00
2	01.01.2015 to 30.06.2015	41,47,31,949.00
3	01.07.2015 to 31.12.2015	41,47,31,949.00
4	01.01.2016 to 30.06.2016	41,47,31,949.00
5	01.07.2016 to 31.12.2016	41,47,31,949.00
6	01.01.2017 to 30.06.2017	41,47,31,949.00
7	01.07.2017 to 31.12.2017	41,47,31,949.00
8	01.01.2018 to 30.06.2018	41,47,31,949.00
9	01.07.2018 to 31.12.2018	41,47,31,949.00
10	01.01.2019 to 30.06.2019	41,47,31,949.00

- 1.2 Total Premium of lease rent includes the total cost of plot/premium mentioned in clause 1.1.
- 1.3 In consideration of total premium amount and yearly rent here by reserved and the covenants, provisions and agreement herein contained on the part of the lessee to be respectively paid, observed and performed, the Lessor DOES HERE BY demise on LEASE to the lessee that plot of land numbered 04/BS-01 situated in Siddharth Vihar Yojna, district Ghaziabad contained by measurement 97565.68 sqm and bounded by  
 On the North by -- Plot No- 04/BS-02  
 On the South by -- Ganga Water Treatment Plant  
 On the East by -- 50m Wide Road  
 On the West by -- Plot No-04/BS-05  
 TO HOLD the said plot (herein after referred to demised premises") by lessee for the term Five years commencing from execution of this LEASE DEED. demised premises is more clearly delineated and shown in the attached plan and therein marked.
- 1.4 In case of default in depositing the installments or any payment additional/pannel Interest @ 02% compounded half yearly i.e.  $15+2=17\%$  shall be livable for defaulted period on the defaulted amount.
- 1.5 All payment should be made through a demand draft/pay order drawn in favour of "Uttar Pradesh Avas Evam Vikash Parishad, Ghaziabad" and payable at Oriental Bank of Commerce, Mewar Institute, Sector-4, Vasundhara, Ghaziabad

For Grateek Realtors India Pvt. Ltd. Cont.....5/-

उप आवास आगुस्त  
 उ०प्र० आवास एवं विकास परिषद्  
 वसुधरा, गाजियाबाद

  
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पट्टा मूहीता

Registration No.: 4118

Year: 2014

Book No.: 1

0201. भारतीय रिजर्व बैंक इण्डिया प्रा० लि० द्वारा रकम गिनात  
रु० का प्रसार गिनात  
सी-157 सी-61 नोएडा गाँव  
सी०/१/१००/१००

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- 1.6 The Lessee should clearly indicate his name and details of plots applic for / allotted on the reverse of the demand draft/pay order. Premium referred to in this Lease Deed means total amount payable to the Lessor for the allotted plot.
- 1.7 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.
- 1.8 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.
- 1.9 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 as per Uttar Pradesh Avas Evam Vikas Parishad regulation (hereinafter referred to UPAVP regulation).
- 1-10 The period of default shall be rounded half yearly form the due date of payment of such installment but subject to maximum 3 (Three) such default shall be allowed after third default. Lessor shall have right to determine this LEASE and enter into demised premises. Provided that before determining this LEASE, Lessor shall provide opportunity of hearing to lessee by giving 15 days notice to the Lessee.

2.0 **AREA**

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 20% limits, no surrender shall be allowed. However, if such variation is more than 20%, Lessee will have the option of surrendering the LEASE and taking back the entire amount deposited by him/her without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted at tender rate of the nearby area at the time of communication about the additional land or the original rate of allotment along with simple interest @ 15% from the date of allotment, whichever is higher. Payment of premium of the additional land will be made as per clause 1.9 of this lease Deed.

3.0 **AS IS WHERE IS BASIS/LEASE PERIOD**

The Demised premises will be accepted by the lessee on an 'As is where is basis' on a lease for a period 5 years starting from the due date of this LEASE DEED



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उपग्रह आवास एवं विकास परिषद  
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For Prateek Realtors India Pvt. Ltd.

  
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4.0 **POSSESSION**

- 4.1 Possession of Demised premises will be handed over to the Lessee after execution and registration of this LEASE DEED. Possession of part of demised premises shall not be allowed.
- 4.2 The Lessee will be authorized to develop and market the flats/plots only after the lawful possession of the demised premises is taken over by him.

5.0 **EXECUTION OF SALE DEED**

- 5.1 The allottee will have to construct on its own minimum twenty five (25) percent of the total Demised premises as per permissible FAR.
- 5.2 After the approval of the layout plan by Lessor, the Lessee can allot plots and flats only once- the internal development work such as internal roads, sewerage drainage, culverts, water supply, electricity distribution /transmission lines, street-lighting etc in that area is in progress.
- 5.3 The free hold registry in favour of end allottees shall be made by Lessor but only after the development works are complete. At the time of registry, free hold charges to Lessor and stamp duty to govt. shall be paid by the end allottee.
- 5.4 In case of the registry of a flat is proposed, a tri-party deed between the Lessee the allottees and lessor shall be executed. The responsibility regarding the quality of the "construction" shall be of the Lessee.
- 5.5 The Lessee shall have to fulfill the following conditions before the execution of the Sale deed of the flats/plots in favour of the individual allottee(s):
- (i) Lessee shall submit the temporary occupancy (completion) certificate of the constructed flats on the allotted plot from concerned Department of the Uttar Pradesh Avas Evam Vikas Parishad (UPAVP) as mentioned in clause-O of this LEASE DEED
- (ii) Lessee shall submit "No Dues Certificate" in accordance with the payment schedule specified in this LEASE DEED from the Account /Property Department of the UPAVP.
- iii The physical possession of the dwelling units / flats/ plots will be permitted to be given only after execution of sale deed in favour of end allottee, which shall be in proportion to the amount received against the total premium amount of the Demised Premises.

6.0 **INDEMNITY**

- 6.1 The Lessee shall execute an indemnity bond, indemnifying the Lessor against all disputes arising out of: -
- (i) Non-completion of Project.
- (ii) Quality of construction and maintenance of area.
- (iii) Any legal dispute arising out of allotment to final purchaser.

For Prateek Realtors India Pvt. Ltd. Cont..... 7/-

  
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उप आवास आनुसूच  
उपरो आवास एवं विकास परिषद  
पशुनगर, गाजियाबाद





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- 6.2 The Lessee shall wholly and solely be responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and services till such time, alternate agency for such work responsibility is identified legally by the Lessee.

7.0 **DOCUMENTATION**

The cost and expenses of preparation, stamping and registering this LEASE DEED and its copies and all other incidental expenses will be borne by the lessee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Board empowered in this behalf. The Lessee shall be responsible to communicate to the allottees the conditions applicable to them before making any allotment.

8.0 **NORMS OF DEVELOPMENT**

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

Maximum permissible Ground Coverage	35%
Maximum permissible FAR	2.50
Set backs	As per building bylaws
Maximum Height	No Limit.
Provision of Public and semi public facilities	The Layout of the scheme has to be prepared as per the provisions of building bye laws applicable at the time of allotment and as such park / open spaces, schools / colleges and other facilities etc. are to be provided in the integrated scheme.

9.0 **CONSTRUCTION**

- 9.1 The Lessee is required to submit building plan together with the layout plan showing the phases for execution of the Project for approval within 30 days from the date of possession and shall start construction within 3 months from the date of Sanction of plans. The Lessee shall be required to complete the construction of Project on Demised Premises as per approved layout plan and get the Completion certificate issued from Architecture and Planning Department of the UPAVP within a period of 5 years from the date of execution of this LEASE DEED. In case of plotted development, the final purchaser of plot shall have to obtain completion certificate from the Board within the period of 5 years from the date of execution of Sale deed.

- 9.2 Along with the layout plan the Detail Project Report (DPR) shall also be submitted by Lessee and DPR which shall include land use plan, specifications of infrastructure and services, plans, time table for implementation of Project in five years, financing of the project, property management and maintenance etc.

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वसुन्धरा, माजियतवा

For Prateek Realtors India Pvt. Ltd. Cont.....8/-

  
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- 9.3 Approval shall be granted by lessor within 30 days once it is found in order and as per building bye laws.
- 9.4 A development agreement shall also be executed between Lessor and Lessee in which schedule of implementation, specification, and other conditions/ restrictions to ensure the quality of Internal development etc shall be included.
- 9.5 If any village abadi exists within the Project area, then all the public amenities shall be provided by the Lessee within the Abadi area.
- 9.6 The Lessee shall provide and construct 10% E.W.S and 10% L.I.G flats within the Project area and these flats shall be allotted to the beneficiaries as per the provision of G.O No.- 3338/-08-1-11-80 vivid/ 2010 dated 26.11.2011. The selling cost shall also be fixed as per the provisions of G.O.'s
- 9.7 Within the Project area, provision for police station, fire station, dumping space, sewer treatment plant, police chowki, post office, telephone exchange, rail booking counter etc. as per the provision of building bye law shall be made by Lessee. Police station, fire station, police chowki plots along with construction shall be transferred to Lessor free of cost. while other plots can be dispose off as per norms to the concerning Department of Government of Uttar Pradesh.
- 9.8 One primary school plot and one primary health centre plot for Government Department shall also be provided by Lessee and shall be handed over free of cost to UPAVP.
- 9.9 All the peripheral external development works as may be required to be carried out up to the Demised Premises including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply and sewerage will be provided by the Lessor / UPAVP.
- 9.10 Without prejudice to the Lessor's right of cancellation of this LEASE DEED, 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 1% of the total premium.  
For second year the penalty shall be 2% of the total premium.  
For third year the penalty shall be 3% of the total premium.  
Extension for more than three years, normally will not be permitted.
- 9.11 In case the Lessee does not construct building within the time provided including extension granted, if any the LEASE DEED shall be liable to be cancelled and lessor shall have right to re-enter the Demised Premises and Lessee shall loose all rights to the Demised Premises and buildings appurtenant thereto.

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For Prateek Realtors India Pvt. Ltd.

Cont.....9/-

  
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M. Anand



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- 9.12 There shall be total liberty on the part of Lessee to decide the size of the flats/plots or to decide the ratio of the area for flatted & plotted development.
- 9.13 25% of the developed property and the buildings constructed on that shall be retained by Lessor so that if there is any dues against acquisition, development works or land cost, that should be recovered from the same. The proportionate land shall be released according to the progress of development works and payments made against land cost to UPAVP.
- 9.14 The minimum width of Road within the scheme area shall be 12.0 m.
- 9.15 The Total Floor Area Ratio (FAR) on the Demised Premises shall be 2.5. In case the Demised Premises is not being utilized for Group Housing but for other uses like commercial, office, Institutional and community facilities, the FAR allowed shall be within the limit of max FAR allowed for those uses as per building By laws.

10.0 MORTGAGE

The mortgage permission shall be granted (where the plot is not-cancelled or any show cause notice is not served) in favour of a scheduled Bank Government Organization Financial Institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the Demised Premises. The Lessee should have valid time period for construction as per terms of the Demised Premises or have obtained valid extension of time for construction and should have cleared upto date dues of the Demised Premises premium.

The Lessee will submit the following documents before Lessor for seeking mortgage permission.

- a. Sanction Letter of the Scheduled Bank Government Organization/ Financial Institution approved by the Reserve Bank of India.
- b. An affidavit on non judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).
- c. Clearance of upto date dues of the Lessor. Lessor shall have the first charge on the plot towards payment of all dues of Lessor. Provided that in the event of foreclosure of the Demised premises 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 Demised Premises as first charge, having priority over the said mortgage charge. The decision of the Lessor's in respect of the market value of the said Demised Premises shall be final and binding on all the parties concerned.

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

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वसुधरा, गाजियाबाद

For Praseek Realtors India Pvt. Ltd. Cont. 10/10/10

  
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For Further Details, Contact: 1122

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**11.0 TRANSFER OF PLOTS/ constructed apartment area.**

Without obtaining the prior approval of Lessor the Lessee doesn't have the right (a) to sub-divide the Demised Premises into suitable smaller plots as per planning norms and to (b) transfer the same to the interested parties on payment of transfer charges @ 1% of allotment rate to the Lessor. 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 Sale deed of the flat.
- (ii) Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.
- (iii) First sale/transfer of a flat/plot to an allottee shall be through Sublease-cum Sale Deed to be executed on the request of the Lessee to the Lessor in writing.

**12.0 MISUSE, ADDITIONS, ALTERATIONS ETC.**

12.1 The Lessee shall not use the Demised Premises for any purpose other than mentioned in the sanctioned layout plan. In case of violation of the above conditions, Lease shall be liable to be cancelled and Possession of the premises shall be resumed by the Lessor and structure in any on the demised Premises shall be forfeited by the Lessor.

12.2 The Lessee will not make, by 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 as pacified 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 the Lessor such amounts as maybe fixed in that behalf.

**13.0 LIABILITY TO PAY TAXES**

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by UPAVP empowered in this behalf.. in respect of the Demised Premises.

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For Prateek Realtors India Pvt. Ltd.

Cont..... 11/-

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Authorized Signatory Prateek Realtors India Pvt. Ltd.

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उप आवास आयुक्त  
उप आवास एवं विकास परिषद  
बसुन्धरा, नाजियाबाद





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14.0 **OVERRIDING POWER OVER DORMANT PROPERTIES**

The Lessor reserves the right to all mines, minerals, coals, washing gold, earth, oil, quarries in on under the Demised Premises 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 flats or for the structure for the time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of Housing Commissioner of UPAVP on the amount of such compensation shall be final and binding on the Lessee.

15. **MAINTENANCE**

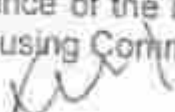
15.1 The Lessee shall have to plan a maintenance programme whereby the entire Demised Premises and buildings shall be kept:

- a) In a state of good 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 condition according to the convenience of the inhabitants of the place.

15.2 The Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the UPAVP framed/issued by the concerned authority from time to time

15.3 In case of non-compliance of terms and directions of this LEASE DEED, the Lessor shall have the right to impose such penalty as the Commissioner of Board may consider just and expedient.

15.4 The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services and if the buildings are not maintained properly, Executive Engineer or any officer authorized by Commissioner of UPAVP, will have the power to get the maintenance done through any other Agency and recover the amount so spent from the Lessee. The Lessee will be individually and severally liable for payment of the maintenance amount. The Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010 and rules and bye laws made there under shall be applicable on the Lessee and allottee. No objection to the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Housing Commissioner of UPAVP in this regard shall be final.



For Prateek Realtors India Pvt. Ltd. Cont.....12/-

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उ०१० आवास एवं विकास परिषद्  
दुबई, नाजिहाबाद

  
Authorized Signatory Prateek Realtors India Pvt. Ltd.  




1/1/1



# REVISED SITE PLAN OF BULK SALE PLOT NO. 4/B.S.-01 AT SIDDHARTH VIHAR YOJNA, GHAZIABAD.

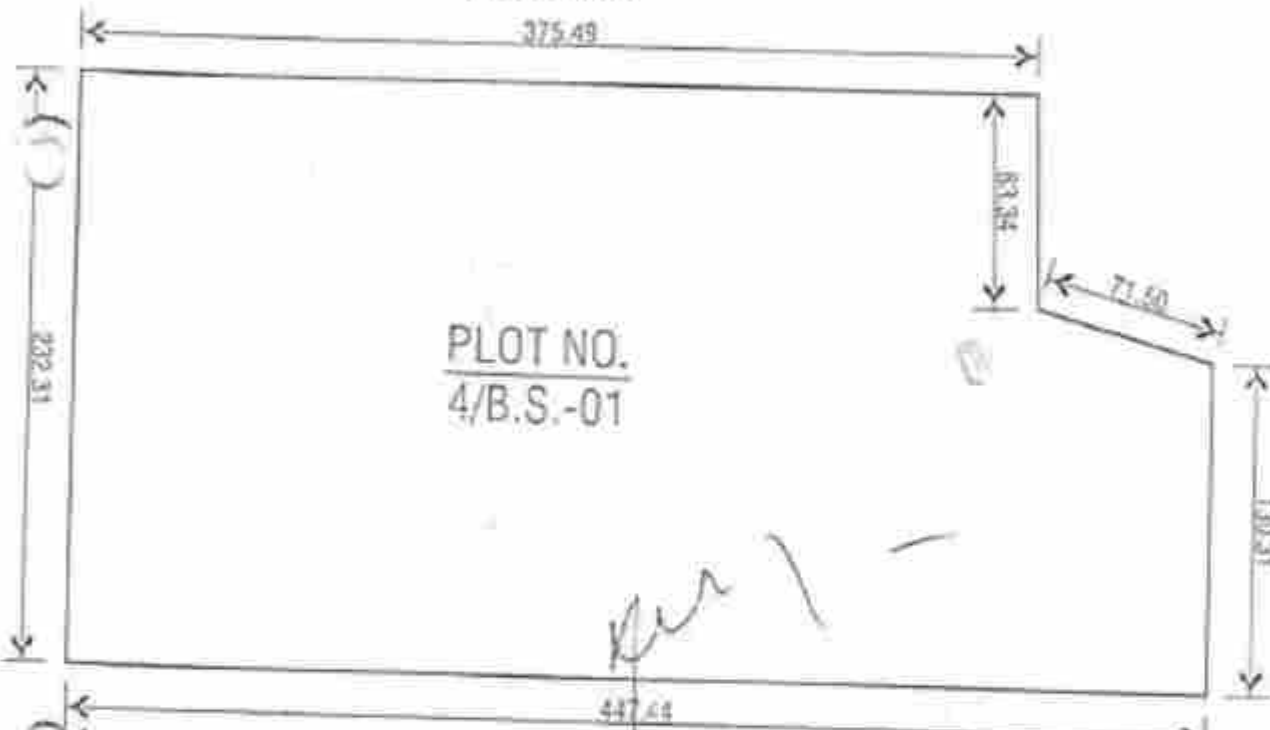
NAME OF ALLOTEE :- M/S PRATEEK REALTORS INDIA PVT. LTD.

PLOT NO.  
4/B.S.-05

ONLY FOR REGISTRY

PLOT NO.  
4/B.S.-01

EXIST. 50 CUSEC GANGA WATER TREATMENT PLANT



उप आवास आसुकर  
सर्वो आवास एवं विकास परिषद  
50.00m WIDE ROAD



(NOT TO SCALE)

RE- ALL DIMENSIONS ARE IN METER.

A=97585.68 SQM.

For Prateek Realtors India Pvt. Ltd.  
Authorized Signatory  
SIGN. OF ALLOTEE

 D/M.	CHKD. BY -  28.3.14 J.E.	COUNTER SIGN. <b>COUNTER SIGNATURE</b>  ASSISTANT ENGINEER, C.D.-16 U.P. HOUSING & DEVELOPMENT BOARD, GZC A.E.
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OFFICE OF THE EXECUTIVE ENGINEER C.D.-16 U.P AVAS VAM VIKAS PARISHAD VASUNDHRA YOJNA, GHAZIABAD.



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- 15.5 For the maintenance of township a joint venture agreement between the lessee and UPAVP shall be executed. Maintenance of external services i.e. Electric substation, Zonal roads, parks and other amenities shall be done by UPAVP.
- 15.6 The Lessee shall have the rights to charge one time user charges or maintenance charges till the town ship is handed over to the local authority. 40% of the money so recovered shall be handed over to UPAVP while balance money shall be deposited in ESCRO Account which shall be operated jointly by Lessee and UPAVP.
- 15.7 At the time of handing over the maintenance of the township to the Society / Association (RWA), the unutilized money shall be handed over to RWA.

16.0 **CANCELLATION OF LEASE DEED**

- 16.1 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 following cases:-
- (i) Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud
- (ii) Any violation of directions issued or rules and regulation framed by any UPAVP or by any other statutory body.
- (iii) Default on the part of the applicant allottee / lessee for breach / violation of terms and conditions of registration / allotment/ Lease Deed and /or non-Deposit of registration allotment amount.
- 16.2 If at the time of cancellation of LEASE DEED the Demised Premises is occupied by the Lessee thereon, the amount equivalent to 5% of the Total Premium amount of the Demised Premises shall be forfeited by the Lessor and Board with structure thereon, if any, and the Lessee will have no of the paid will be resumed by the right to claim compensation thereof. The balance, if any, shall be refunded without any interest.

17.0 **OTHER CLAUSES**

- 17.1 In case of any clarification or interpretation regarding these terms and conditions, the decision of Housing Commissioner of the UPAVP shall be final and binding.
- 17.2 If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to facilitate the Lessee to undertake the activities within one year, in pursuance of executed LEASE DEED, the deposits depending on the stages of payments will be interest which shall be calculated on the basis of saving account rate of interest.

सम आवास आयुक्त  
मध्य आवास एवं विकास परिषद  
वसुन्धरा, मावियाबाद

For Prateek Realtors India Pvt. Ltd.

  
Authorized Signatory

Cont.....13/-



The Justice Department, Lucknow, U.P., India.

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- 17.3 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 subsistence of nuisance.
- 17.4 Any dispute between the Lesser and Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Lucknow or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
- 17.5 The Lease Deed will be governed by the provisions of the Rules and regulations of UPAVP or directions issued.
- 17.6 Dwelling units flats shall be used for residential purpose only. In case of default, render the LEASE liable for cancellation and the Lessee will not be paid any compensation in this behalf.
- 17.7 Other buildings earmarked for community facilities cannot be used for purposes other than community requirements.
- 17.8 The Lessee shall not be allowed to assign or change his role, otherwise the Lease shall be entire money deposited shall be forfeited.
- 17.9 The Board in larger public interest may take back the possession by making payment at the prevailing rate.

उप आवास आनुकर  
उ०१० आवास एवं विकास परिषद्  
बसुन्धरा, गाजियाबाद

For Prateek Realtors India Pvt. Ltd.

Authorized Signatory

Cont.....14/-

For Prateek Realtors India Pvt. Ltd.



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SCHEDULE  
(Description of Demised Premises)

Boundaries of the Property

Bulk Sale Property No-4/B.S.-01

Area : 97565.68 Sqm

North: Plot No-4/B.S.-02

North : As Per

South: Ganga water Treatment Plant

South : Site

East : 50.00M. Wide Road

East : Plan

West: Plot No. 4/B.S.-05

West : Attached

IN WITNESS WHEREOF parties to this LEASE DEED have set their hands on the date first above written.

Witness No-1

1 Signature

2 Name

3 Address

For and on behalf of Lessor

Witness No-2

1 Signature

2 Name

3 Address

उप राज्य आयुक्त  
(Deputy Housing Commissioner)  
आवास एवं विद्या परिषद  
On Behalf of Deputy Housing Commissioner

Witness No-1

1 Signature

2 Name NARESH SHARMA

3 Address D-962 Gali No-11  
Ashok Nagar, Saket

For and on behalf of Lessee

Witness No-2

1 Signature S.K. Mittal

2 Name S.K. Mittal

3 Address B-1107, Prateek fedora  
Sec 61, Noida

For Prateek Realtors India Pvt. Ltd.

(Signature)

Authorized Signatory

For Prateek Realtors India Pvt. Ltd.

आज दिनांक 20/06/2014 को

बही सं. 1 जिल्द सं. 4390

पृष्ठ सं. 367 से 396 पर कर्नांक 4118

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रेशन अधिकारी के हस्ताक्षर

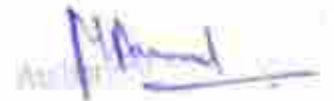


उप निबन्धक (पंचम)

गाजियाबाद

20/6/2014







कार्यालय अधिशासी अभियन्ता,  
निर्माण खण्ड-16  
उत्तर प्रदेश आवास एवं विकास परिषद

संख्या/दिनांक

पत्रांक- 1533 / एम-22 / 197 दिनांक 23/6/14

भौतिक कब्जा पत्र

सम्पत्ति प्रबन्ध अधिकारी (गाजियाबाद) के कार्यालय पत्र संख्या 4891/2014/2306/2014 प्रमाणित हस्ताक्षर एवं फोटो के अन्तर्गत पर सिद्धार्थ विहार योजना गाजियाबाद का सेक्टर-84 में (प्लान नं-01) का भूखण्ड संख्या 4/बी0एस0-01 का भौतिक कब्जा दिनांक 23.06.2014 में M/s Prateek Realtors India Pvt. Ltd. दिया गया। भूखण्ड का कुल क्षेत्रफल 97565.68 वर्ग मीटर है। भूखण्ड की स्थल पर स्थित स्थिति (as per Side plan)

NORTH	232.31 Mt.
SOUTH	(83.34+71.50+130.31) Mt.
EAST	447.44 Mt.
WEST	376.49 Mt.

भूखण्ड संख्या 4/बी0एस0-01 का कुल क्षेत्रफल 97565.68 वर्ग मीटर है। भूखण्ड की स्थल पर स्थित स्थिति (as per Side plan)

आपटी/कब्जा प्राप्तकर्ता के हस्ताक्षर  
नाम M/s Prateek Realtors India Pvt. Ltd  
द्वारा नियुक्त प्राधिकृत हस्ताक्षरी श्री रतन मित्तल  
पुत्र स्व० श्री जय प्रकाश मित्तल  
Prateek Realtors India Pvt. Ltd  
Prateek Pro-Menage, A-42, Noida (U.P)  
निवासी डी-157, सेक्टर-81, नोएडा गौतमबुद्धनगर।

Authorized Signatory

कब्जा देना प्राप्त की जानकारी

(साक्षर/सम)

पदनाम - अधीन अभियन्ता

(संज्ञक मित्तल)

दिनांक 23/6/14

घोषणा - प्रमाणित किया जाता है कि मैंने उक्त भूखण्ड सं-4/बी0एस0-01 का भूखण्ड संख्या 4/बी0एस0-01 का भौतिक कब्जा पूर्ण समुष्टि सहित प्राप्त कर लिया है। अब इसका समुचित (संज्ञक/सम) है।

दिनांक -

हस्ताक्षर -

नाम M/s Prateek Realtors India Pvt. Ltd.  
द्वारा नियुक्त प्राधिकृत हस्ताक्षरी श्री रतन मित्तल  
दिनांक 23-6-14

संख्या 1533 / एम-22 / 197

- 1. M/s Prateek Realtors India Pvt. Ltd, Prateek Pro-Menage, A-42, Sector Noida द्वारा नियुक्त प्राधिकृत हस्ताक्षरी श्री रतन मित्तल पुत्र स्व० श्री जय प्रकाश मित्तल निवासी- डी-157, सेक्टर-81, नोएडा गौतमबुद्धनगर।
- 2. सम्पत्ति प्रबन्ध अधिकारी, 3090 आवास एवं विकास परिषद गाजियाबाद।
- 3. खण्ड कार्यालय की पत्रावली हेतु (सम्पत्ति प्रबन्ध अधिकारी) के पत्र संख्या 4891/2014/2306/2014 सहित।
- 4. अधीन अभियन्ता के रिपोर्ट हेतु।
- 5. मानचित्रक, निर्माण खण्ड-16 की अभिलेखार्थ।

Mittal