



उत्तर प्रदेश आवास एवं विकास परिषद

संस्थित प्रबन्ध कार्यालय
संकर-105, होल नं-एच-1, बसुंधरा कॉम्प्लेक्स, बसुंधरा
गाजियाबाद



पत्र सं- (47)

/सं०२० गाजि०/

दिनांक- 22.2.14
अनन्तिम (Provisional)
कैंटिन धन इत

बल्क सेल भूखण्ड हेतु प्रवेशन/आवंटन पत्र

सेवा में

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

"क्षेत्रफल में कमी
के कारण
संशोधित"

विषय- सिद्धार्थ विहार योजना, गाजियाबाद में स्थित बल्क सेल भूखण्ड संख्या-4/बी0एस0-05 के प्रवेशन/आवंटन पत्र के सम्बन्ध में।

महोदय,

उपर्युक्त विषयक आपको सूचित करना है कि परिषद की सिद्धार्थ विहार योजना गाजियाबाद स्थित नवसृजित बल्क सेल भूखण्डों के निस्तारण हेतु विज्ञापनोपरान्त दिनांक 17.1.2014 को इच्छुक आवेदकों से आफर/बिड आमन्त्रित किये गये थे। जिसमें आपके द्वारा दिया गया आफर/बिड के परीक्षणोपरान्त बल्क सेल भूखण्ड संख्या-4/बी0एस0-05 के लिए सी गयी ₹0-38900.00 प्रतिवर्गमी० की उच्चतम बोली/आफर सक्षम अधिकारी द्वारा स्वीकार कर ली गयी है। जिसकी सूचना मुख्यालय के पत्र संख्या 144 /सं०२०-3 दिनांक 30.1.2014 द्वारा प्राप्त हुई है। जिसके धन में परिषद द्वारा निर्गत बोशर में निर्धारित समान्य नियम व शर्तों के अन्तर्गत प्रवेशन/आवंटन पत्र निर्गत किया जा रहा है। निर्गत प्रवेशन/आवंटन पत्र के अनुसार आपको निम्नानुसार भुगतान करना है-

| | | |
|---|---|----------------------|
| 1 | बल्क सेल भूखण्ड का क्षेत्रफल 57350.828 वर्गमी० | |
| 2 | उत्प्रेरक बोली ₹0-38900.00 के अनुसार भूखण्ड का मूल्य (एक्जिस्टिंग साइट) | ₹0-2,23,09,47,210.00 |
| | पूर्ण मूल्य | ₹0-2,23,09,47,210.00 |
| 3 | (अ) प्रवेशन/आवंटन पत्र निर्गत होने की तिथि से 45 दिन के अन्दर स्वीकृत मूल्य की 15 प्रतिशत धनराशि ₹0-33,48,42,082.00 जिसमें टोकन धनराशि ₹0-11,70,00,000.00 के समापोजन होने के उपरान्त शेष धनराशि जोकि दिनांक 15.3.2014 तक जमा की जानी है। | ₹0-21,78,42,082.00 |
| | (ब) प्रवेशन/आवंटन पत्र निर्गत होने की तिथि से 90 दिनों के अन्दर स्वीकृत मूल्य का 10 प्रतिशत धनराशि ₹0-22,30,94,721.00 दिनांक 30.04.2014 तक देय होगी। | ₹0-22,30,94,721.00 |
| | (स) स्वीकृत मूल्य की शेष 75 प्रतिशत धनराशि ₹0-1,67,32,10,407.00 की 15 प्रतिशत ब्याज सहित 10 छमाही किश्तें देनी होगी। किश्त की धनराशि ₹0-24,37,80,757.00 होगी, प्रथम किश्त दिनांक 01.07.2014 से देय होगी। देय किश्त का भुगतान 06 माह के अन्दर जमा करना होगा, देय किश्तों का भुगतान समयान्तर्गत नहीं किया जाता है तो 02 प्रतिशत (15+2) अर्थात् 17 प्रतिशत जोकि 03 छमाही किमाउन्डिंग फेज में हुए डिफाल्टेड समय का दण्ड ब्याज देय होगा, किसी भी किश्त का अधिकतम डिफाल्टेड समय 06 माह ही होगा, अधिकतम डिफाल्टेड समय तीन किश्तों तक अनुमत्य होगा। | ₹0-24,37,80,757.00 |
| 4 | विक्रय शुल्क | |
| | विलेख निष्पादन शुल्क | ₹0- 300.00 |
| | विज्ञापन धर 0.25 प्रतिशत | ₹0- 55,77,368.00 |
| | कुल धन (दिनांक 15.3.2014 तक) ✓ | ₹0- 55,77,668.00 ✓ |

कमरा 21

Prateck Realtors India Pvt. Ltd.

(Handwritten Signature)

22.2.14

14- TENSIL COMPOUND, GHAZIABAD

ADVOCATE

(C)-3193944, (M)-981034

INDIA NON JUDICIAL

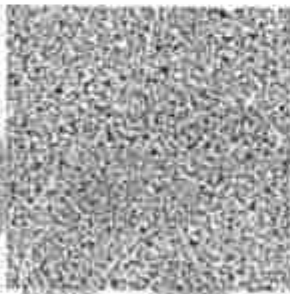


सत्यमेव जयते

Government of Uttar Pradesh

e-Stamp

| | |
|---------------------------|--|
| Certificate No. | : IN-UP00260328046901M |
| Certificate Issued Date | : 21-Feb-2014 02:19 PM |
| Account Reference | : SHCIL (FI) upshcil01/ GHAZIABAD/UP-GZB |
| Unique Doc. Reference | : SUBIN-UPUPSHCILC100298220280043M |
| Purchased by | : PRATEEK REALTORS INDIA PVT LTD |
| Description of Document | : Article 23 Conveyance |
| Property Description | : PLOT NO 4/BS-05, SIDHARTH VIHAR, GHAZIABAD |
| Consideration Price (Rs.) | : 223,09,47,200 (Two Hundred Twenty Three Crore Nine Lakh Forty Seven Thousand Two Hundred And Nine only) |
| First Party | : UTTAR PRADESH AWAS AVAM VIKAS PARISHAD |
| Second Party | : PRATEEK REALTORS INDIA PVT LTD |
| Stamp Duty Paid By | : PRATEEK REALTORS INDIA PVT LTD |
| Stamp Duty Amount (Rs.) | : 15,61,66,500 (Fifteen Crore Sixty One Lakh Sixty Six Thousand Five Hundred only) |



Uttar Pradesh Avam Vikas Parishad

Lease Agreement

This Agreement made on 22nd day of Feb. 2014 between the Uttar Pradesh Avam Vikas Parishad (UPAVP), Constructed under Uttar Pradesh Avam Vikas Parishad Act-1965, Head Office is Situated at 104, Mahatma Gandhi Marg, Lucknow hereinafter called "Parishad". Its all

Signature

Prateek Realtors India Pvt. Ltd.

0000032165

Signature



Digitized by eGangotri

M. P. Singh

work done through Housing Commissioner (hereafter is called Lessor) one party and M/S PRATEEK REALTORS INDIA PVT. LTD., a company within the meaning of Companies Act, 1956, having its registered office at PRATEEK PRO-MENAGE A-42, SECTOR-57, NOIDA (U.P.) through Authorized signatory SHRI 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 04.02.2014 (hereinafter called the Lessee which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns of the other part.)

AND WHEREAS on advertisement published by UPAVP tenders in two-bid system in the prescribed Application Form for allotment of Bulk-sale Plots in upcoming scheme of Siddharath Vihar-Ghaziabad on agreement to develop on lease period of five years which can be converted into freehold as per rules and regulations of Board).

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions as prescribed for the Bulk sale plots in Siddharath Vihar of Parishad Scheme in Ghaziabad by 226th board resolution no- 12 dated 02-12-2013, hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the lessee the plot hereinafter described, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum's, The Bulk Sale Plot NO.-4/BS-05 (Area 57350.828 sqm) allotted vide Allotment Letter No-981/EMO.GZB/ DATED 01.02.2014 & Revised Letter No-1471/EMO.GZB/ DATED 22.02.2014 for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.








M/s. Prateek Realtors India Pvt. Ltd.
 Authorized Signatory

236,947,209.00

पट्टा अनुबंध विवेक

10,000.00

(50 वर्ष)

40 10,040.00

2,000

प्रीतिलाल शर्मा
 श्री प्रतीक रिपब्लिकन प्रॉपर्टी डेवेलपर्स लिमिटेड
 पुत्र श्री स्वर्ण जयप्रकाश मिश्र
 पेशा नौकरी/व्यापार/ग्रहणी

मकान व पति सुखा पोरा सभ्य भगना



निवासी स्थिति डी-157 सी-01 नोएडा गी0बु0नगर

असहयोगिता

ने यह लेखन इस तारीख से

दिनांक 25/2/2014

समय 0:19PM

रजिस्ट्रार अधिकाारी के हस्ताक्षर

उप निबन्धक (पंचम)

गाजियाबाद

25/2/2014

निष्पादन से संबंधित यह सुझाव प्रस्तुत व प्राप्त प्रस्तावित व परीक्षणकार उक्त

पट्टा प्राप्त

पट्टा गृहीता

श्री प्रतीक रिपब्लिकन प्रॉपर्टी डेवेलपर्स लिमिटेड
 पुत्र श्री स्वर्ण जयप्रकाश मिश्र
 पेशा नौकरी/व्यापार/ग्रहणी

श्री प्रतीक रिपब्लिकन प्रॉपर्टी डेवेलपर्स लिमिटेड
 पुत्र श्री स्वर्ण जयप्रकाश मिश्र
 पेशा नौकरी/व्यापार/ग्रहणी
 निवासी डी-157 सी-01 नोएडा गी0बु0नगर

ने निष्पादन स्वीकार किया।

निम्नी पक्षका श्री अनुराज कुमार अग्रवाल

पुत्र श्री स्वर्ण जी एस अग्रवाल

पेशा नौकरी/व्यापार/ग्रहणी

निवासी 425/7 जामुनी बिहार मेरठ

व श्री नदीम चौहान

पुत्र श्री श्री जमील

पेशा नौकरी/व्यापार/ग्रहणी

निवासी न्यू 8/3 शाहजीनगर मेरठ

ने की।

प्रस्तावक वद गौधरी के निवास संगठित निष्पादन किया गया है।



रजिस्ट्रार अधिकाारी के हस्ताक्षर

उप निबन्धक (पंचम)

गाजियाबाद

25/2/2014

Real Estate
 [Signature]

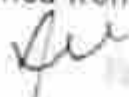


AND WHEREAS the Lessor approved the name and status of Special Purpose Company (SPC) on the request of consortium members as mentioned in accordance with the allotment, vide Allotment Letter No-981/EMO.GZB DATED 1.2.2014 2014 & Revised Letter No-1471/EMO.GZB/ DATED 22.02.2014

AND WHEREAS the lessee is a Special Purpose Company comprising of

| SI. No | Name of Member | Share Holding | Status |
|--------|----------------|---------------|--------|
| - | - | - | - |

And it has been represented to the Lessor that the consortium members have agreed amongst themselves that Nil, having its registered office at PRATEEK PRO-MENAGE A-42, SECTOR-67, NOIDA (UP.) shall remain always be the lead Member of the Special Purpose Company till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Parishad). However, the Special Purpose Company will be allowed to Transfer Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51.00% of the shareholding subject to the condition that the

"Lead Member" shall continue to hold at least 26% of the shareholding in the SPC till the completion of the project. In compliance with the Govt. Order No. 5007/11-5-2010-500(50)/IO dated 11 October, 2010, issued by the Department of Tax & Registration, Government Of Uttar Pradesh, the change in the name of shareholders does not amount to transfer of the property of the company. The change in Constitution Deed regarding change in the shareholders as a result of transfer of shares in the companies is not mandatory to be registered under Section 17 of the Registration Act, 1908. In addition to this, no stamp duty is leviable on this CIC deed under Clause 23 of Schedule Ib of the Stamp Act, 1899. No transfer charges shall be leviable on the transfer of shares in the Companies, and no prior approval of the UPAVP shall be required for transferring the shares.) and the "Lead member" shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.


 For Prateek Realizers India Pvt. Ltd.


 Prateek Realizers India Pvt. Ltd.

पट्टा दाता

Registration No.: 1423

Year: 2014

Book No.: 1

0101 विद्युत्पाल सिंह लिपिक प्रतिनिधि एन सी सिंह उप आचार्य आर्य

आचार्य विद्यालय का कार्य
ई-कॉन्ट्रिब्यूशन/घण्टी



For Printed Products India Pvt. Ltd.

Authorized Representative

Terms and conditions of this Agreement are as :-**Area Considerations**

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%, allottee will have the option of surrendering the allotment 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 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 G, 12 of Bulk sale document.

Payments details and its schedule

1. This in consideration of the total premium of Rs 223,09,47,210.00 (Rs. Two Hundred Twenty Three Crore Nine Lacs Forty Seven Thousand Two Hundred Ten only) (for 57350.828 sqm. x Rs.38900.00 per sqm) including 10% Lease-rent of the 90 years Lessee has paid 25% Premium of Total Cost i.e. Rs 55,77,36,803.00 (Rs. Fifty Five Crore Seventy Seven Lacs Thirty Six Thousand Eight Hundred Three only) for Bulk Sale Plot NO-4/BS-05 allotted by wide Allotment Letter No-981/EMO.GZB DATED 01.02.2014 & Revised Letter No-1471/EMO.GZB/ Dated 22.02.2014. The rest 75% premium amount Rs 167,32,10,407.00 (Rs One Sixty Seven Crore Thirty Two Lacs Ten Thousand Four Hundred Seven only) to be paid 10 six monthly installment @ 15% the installment amount is Rs. 24,37,86,757.00 which is start on 1.7.2014. Premium referred to in this document means total amount payable to the Lesser for the allotted plot.



श्री आकाश अग्रवाल
 आकाश एच डीकेएल परिसर
 गान्धीनगर



श्री आकाश अग्रवाल
 आकाश एच डीकेएल परिसर
 गान्धीनगर

घट्टा गृहीता

Registration No. : 1423

Year : 2014

Book No. :

0201 प्रदीप रिजल्टर्स प्रा० लि० द्वारा रत्न मिश्र
एच० जयप्रकाश मिश्र
डी-157 से०-81 नोएडा गौ० बु० डि० पर
सो० सी०/पब्लिशर/प्रबन्धी



For Payment Details visit <http://www.copyrightclearance.com/india/>

[Handwritten signature]

//5//

2. Scheduled for the payments will be as:-

| Sl. No | Due Date | Installment (In Lacs) |
|--------|-------------------------|-----------------------|
| 1 | 01.7.2014 to 31.12.2014 | 243786757.00 |
| 2 | 01.1.2015 to 30.6.2015 | 243786757.00 |
| 3 | 01.7.2015 to 31.12.2015 | 243786757.00 |
| 4 | 01.1.2016 to 30.6.2016 | 243786757.00 |
| 5 | 01.7.2016 to 31.12.2016 | 243786757.00 |
| 6 | 01.1.2017 to 30.6.2017 | 243786757.00 |
| 7 | 01.7.2017 to 31.12.2017 | 243786757.00 |
| 8 | 01.1.2018 to 30.6.2018 | 243786757.00 |
| 9 | 01.7.2018 to 31.12.2018 | 243786757.00 |
| 10 | 01.1.2019 to 30.6.2019 | 243786757.00 |

3. In case of default in depositing the instalments or any payment additional /penal Interest @ 02% compounded half yearly i.e. $15+2=17\%$ shall be liable for defaulted period on the defaulted amount.
4. All payment should be made through a demand draft/pay order drawn in favour of "Uttar Pradesh Avas Evam Vikas Parishad, Ghaziabad" and payable at Oriental Bank of Commerce, Mewar Institute, Sector-4, Vasundhara, Ghaziabad. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day. All payments should be remitted by due date. All payments should be remitted by We date. In case the due date is a bank holiday then the allottee should ensure remittance on the previous working day.

उत्तर प्रदेश आवास एवं विकास परिषद
सदर सचिव का कार्यालय
गhaziabad

For Prastock Realtors India Pvt. Ltd.

For Prastock Realtors India Pvt. Authorized Signatory

MAH



For Prateek Realtors India Pvt.Ltd.

Mammy

5. 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.
6. 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 UPAVP regulation.
7. 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.
8. In case of default in depositing the instalments, Penal interest @ 2% compounded half yearly i.e. $15+2=17\%$ shall be livable for defaulted period on the defaulted amount. The max defaulted compounded half yearly shall six from the due date of that installment but subject to maximum of three(3) such defaults shall only be allowed.
9. In case of further default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to earnest money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause H of Bulk sale document.

As is where is basis/Lease period

The plots will be accepted by the allottee on an 'As is where is basis' on a lease for a period starting from the due date of execution of the lease deed.

श्री. अशोक कुमार
अध्यक्ष, आवास विकास
संस्थान, दिल्ली

For Prateek Realtors India Pvt. Ltd.

Authorized Signatory
Prateek Realtors India Pvt. Ltd.



Dr. Anil Kumar Bhatnagar India Pvt. Ltd.

Anil Kumar Bhatnagar

Possession

- 1 Possession of allotted land will be handed over to the Lessee after execution and registration of lease agreement. Possession of part of land shall not be allowed.
- 2 Execution and registration of lease Agreement can be done only after minimum payment of 25% of premium is paid.
- 3 The Lessee will be authorized to develop and market the flats/plots only after the lawful possession of the allotted plot is taken over.

Execution of sale deed

- 1 The land shall be allotted on agreement to development on lease basis.
- 2 The allottee will have to construct on its own minimum twenty five (25) percent of the total permissible FAR.
- 3 The Lessee shall allot an area 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.
- 4 After the approval of the layout plan by UPAVP, 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 in progress.
- 5 The free hold registry in favour of end allottees shall be made by UPAVP but only after the development works are complete. At the time of registry, free hold charges to UPAVP and stamp duty to govt. shall be paid by the end allottee.

Handwritten signature

उप उपस्थित अधिका
 प्रमुख एवं उप निदेशक (सिटी)
 गाजियाबाद

For Prateek Builders India Pvt. Ltd.

Authorized Signatory

Handwritten signature



RECEIVED
11/11/2024
11/11/2024

- 6 In case of the registry of a flat is proposed, a tri-party deed between the Lessee the allottees and UPAVP shall be executed. The responsibility regarding the quality of the construction shall be of the lessee.
- 7 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 UPAVP as mentioned in clause-R of Bulk sale document.
 - ii. Lessee shall submit 'No Dues Certificate' in accordance with the payment schedule specified in the Lease Agreement 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 which shall be in proportion to the amount received against the total premium of the plot. Indemnity

The Lessee shall execute an indemnity bond, indemnifying the Board against all disputes arising out of:

- 1 Non-completion of Project.
- 2 Quality of construction and maintenance of area.
- 3 Any legal dispute arising out of allotment to final purchaser.

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.



प्रत्येक भूखण्ड के लिए
अनुबंधित भूखण्डों के लिए
अनुबंधित

For Prateek Realtors India Pvt. Ltd.



Authorized Signatory





For the Government of Karnataka

[Handwritten signature]

3

3

Documentation

The allottee shall deposit due stamp duty for Lease Agreement in the Treasury of Ghaziabad and should produce a certificate to that effect in UPAVP, UPAVP within 60 days from the date of issue of Check-list for execution of Lease Agreement which shall be issued after confirmation of receipt of allotment money. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the allottee/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. However in case of delay in execution of lease deed by the allottee/lessee, extension can be granted by Housing Commissioner of UPAVP, at his discretion or any other officer authorized by him subject to payment of penalty @ Rs. 1007- for 1000 Sq.Mtrs. per day. The Lessee shall be responsible to communicate to the allottees the conditions applicable to them before making any allotment.

Norms of Development

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

| | |
|--|---|
| Maximum permissible | 35% |
| Maximum Set backs | 2.50 As per Building Bylaws of UPAVP |
| Maximum Height | No Limit* subject to ATC clearance. |
| 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. |

Handwritten signature

उप-प्रबंधक, आवास
 2020 नगरपालिका विकास विभाग
 गाजियाबाद

For Prateek Realtors India Pvt. Ltd.

Handwritten signature
 Authorized Signatory

Handwritten signature

Handwritten text, possibly a signature or initials, written in blue ink.

Handwritten text, possibly a signature or initials, written in blue ink.

Handwritten mark or symbol.

Handwritten mark or symbol.

Construction

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 allotted plot as per approved layout plan and get the Completion certificate issued from Architecture and Planning Department of the Board within a period of 5 years from the date of execution of 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.
2. Along with the layout plan the detail project report (DPR) shall also be submitted 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.
3. Approval shall be granted within 30 days once it is found in order and as per building bye laws.
4. A development agreement shall also be executed in which schedule of implementation, specification, and other conditions/ restrictions to ensure the quality of Internal development etc shall be included.
5. If any village abadi exists within the project area, than all the public amenities shall be provided by the lessee within the Abadi area.
6. The developer /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 benefeceries as per the provision of G.O No.- 3338/-08-1-11-80 viiid/ 2010 dated 26.09.2011. The selling cost shall also be fixed as per the provisions of G.O'S.

ॐ अणुल अणुल
 ॐ अणुल अणुल अणुल
 मणुलमणुल

For Prateek Realtors India Pvt. Ltd.

Prateek Realtors India Pvt. Ltd.
 Authorised Signatory

(Handwritten Signature)



For Think Railways India!

Manoj

(3)

(3)

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 Police station, fire station, police chowki plots along with construction shall be transferred UPAVP free of cost, while other plots can be dispose off as per norms to the concerning deptt.
8. One primary school plot and one primary hearth centre plot for Govt deptt. shall also be provided and shall be handed over free of cost to UPAVP.
9. 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 Lesser/UPAVP.
10. Without prejudice to the Board'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 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.
11. 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 loose all rights to the allotted land and buildings appurtenant thereto.

(Handwritten signature)

श्री. अशोक कुमार
अध्यक्ष, श्री. विकास मण्डल
काशीबाजार

for Prateek Regulators India Pvt. Ltd.

(Handwritten signature)
Authorized Signatory

(Handwritten signature)



५

५



Digitized by eGangotri

[Handwritten signature]

- c. Clearance of upto date dues of the UPAVP. UPAVP shall have the first charge on the plot towards payment of all dues of UPAVP. Provided that in the event of foreclosure of the mortgaged charged property, the UPAVP shall be entitled to claim and recover such percentage, as decided by the UPAVP, 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 UPAVP in respect of the market value of the said land shall be final and binding on all the parties concerned.

The UPAVP's right to the recovery of the unearned increase and 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 from a court of law.

Transfer of plots/ constructed apartment area.

Without obtaining the prior approval, the lessee doesn't have the right to subdivide 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 UPAVP on payment of transfer charges @ 1 % of allotment rate. However, individual flat/plot will be transferable with prior approval of the Board as per the following conditions:

- (i) The dues of UPAVP 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) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.
- (iv) First sale/transfer of a flat/plot to an allottee shall be through a sale Deed to be executed on the request of the Lessee to the Board in writing.

रूप प्रबन्धन समिति
 राज्य सरकार
 राजस्थान

For Prateek Realtors India Pvt. Ltd.

Prateek Realtors India Pvt. Ltd.
 Rajasthani Signature



For: [Trusted Resumes India Pvt. Ltd.](http://www.TrustedResumesIndia.com)

[Handwritten Signature]

Misuse, Additions, Alterations Etc.

1. The Lessee shall not use the allotted land for any purpose other than mentioned in the sanctioned layout plan. 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 as per regulations of board.
2. The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.
3. If the Lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

Liability to pay taxes

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Board empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

Overriding power over dormant properties

The lessor reserves the right to all mines, minerals, coals, washing gold, earth, oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying

उप आगत अंशक
अथवा अंशक के लिये पत्रिका
मजिस्ट्रेट

For **Prakash Builders India Pvt. Ltd.** **Prakash Builders India Pvt. Ltd.**




Authorized Signature



ਪੰਜਾਬ ਯੂਨੀਵਰਸਿਟੀ

Handwritten signature in blue ink.

//15//

the same without providing or leaving, any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of Housing Commissioner of Board on the amount of such compensation shall be final and binding on the applicant/allottee/lessee.

Maintenance

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.
2. The Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Board framed/issued by the concerned authority from time to time.
3. In case of non-compliance of terms and directions of Board, the Board shall have the right to impose such penalty as the Commissioner of Board may consider just and expedient.
4. The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services and if the buildings are is not maintained property, Executive Engineer or any officer authorized by Commissioner of UPAVP, will have the power to

UPAVP
2000
मिडवारा

For Prateek Realtors India Pvt. Ltd.


Authorized Signatory





For Postack Rentless India

Mani

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 rules/regulation of Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010 shall be applicable on the lessee/end 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.

5. For the maintenance of township a joint venture agreement between the lessee/ developer and UPAVP shall be executed, maintenance of external services i.e. Electric sub station, Zonal roads, parks and other amenities shall be done by UPAVP.
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.
7. At the time of handing over the maintenance of the township to the society (RWA), the unutilized money shall be handed over to RWA, Cancellation of lease deed.

In addition to the other specific clauses relating to cancellation, the Board/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 Board 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.

श्री अशोक कुमार
होम, अशोक, नगर परिषद
राजिंदर

Jur Prateek Reshmi India Pvt. Ltd.


Authorized Signatory

Jur Prateek Reshmi India Pvt. Ltd.


Authorized Signatory



For Justice's Residence India

[Handwritten signature]

y

D'

4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 5% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Board with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any, shall be refunded without any interest.

Arbitration

In the event of any dispute, difference or any question with regard to the Planning, construction, development or interpretation of this agreement or anything connected there with and contained in this agreement with regard to the rights and liabilities and duties of the parties hereto, the same shall be referred to for arbitration to Housing Commissioner and his decision on behalf shall be final and binding on the lessee. However, it is hereby provided that the arbitrator aforesaid shall make his award within one year from the date of arbitration entering into reference.

Other clauses

1. The Board / Lessor reserves the right to make such additions alternations or modifications in the terms and conditions of allotment/lease deed/sale 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 Commissioner of the Board shall be final and binding.
3. If due to any 'Force Majeure' or such circumstances beyond the Board's control, the Board is unable to make allotment or facilitate the Lessee to undertake the activities with in one year, in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with interest which shall be calculated on the basis of saving account rate of interest.

एच. आर. आर. आर. आर.
आर. आर. आर. आर. आर. आर.
आर. आर. आर.

[Handwritten Signature]
आर. आर. आर.

For Urstacek Realtors India Pvt. Ltd.

[Handwritten Signature]
Authorized Signatory

10/11/2018

10

10



Dr. Prateek Kaurora Dulla Vet. Col.

Prateek Kaurora

4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Board to ask the Lessee to remove the nuisance within a reasonable period failing which the Board 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 Board 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.
6. The Lease Deed / allotment will be governed by the provisions of the* Rules and regulations of UPAVP or directions issued.
7. The Board 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 lease shall be liable to pay all taxes/charges livable from time to time by UPAVP or any other Board 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 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. The Lessee shall not be allowed to assign or change the rules, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

all-

2011-12-10 11:10:11
 2011-12-10 11:10:11
 2011-12-10 11:10:11

The District Registrar, Lucknow

M. K. Singh



Prateek Realtors India Pvt. Ltd.

atory

//19//

12. The Board in larger public interest may take back the possession by making payment at the prevailing rate.

13. In case the Board is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest, the rate, of which shall be saving account interest rate.

DETAIL OF PROPERTY

Boundaries of the Property

Bulk Sale Property No-4/B.S.-03

Area : 57350.828 Sqm

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

North: As Per

South: Ganga water Treatment Plant

South: Site

East : 75.00M. Wide Road

East : Plan

West: Plot No. 4/B.S.-01

West: Attached

Witness No-1

lessor on behalf of U.P. Avas
Eva m Vikas Parishad

1 Signature

2 Name

3 Address

Witness No-2

1 Signature

2 Name

3 Address

(Deputy Housing Commissioner)
On Behalf of Housing Commissioner

Witness No-1

1 Signature

2 Name

3 Address

Lessee on behalf of Company

(ANUS KRAMA DAL)
4317 JAWAHAR Vihar
Meerut

Witness No-2

1 Signature

2 Name

3 Address

For Enclack Realtors India Pvt. Ltd.

(Signature)

Authorized Signatory

Nadeem
NADEEM CHAUHAN
40 B/13 SHASTRI NAGAR
MEERUT

For Enclack Realtors India Pvt. Ltd.

Handwritten signature

आज दिनांक 25/02/2014 को

खटी सं. 1 लिख सं. 4191

पृष्ठ सं. 15 से 54 पर क्रमांक 1423

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उप निबन्धक (पंचम)

गाण्डियाबाद

25/2/2014



Digitally signed by [Signature]



IS 15700:2005



संवोत्तम प्रमाणित



कार्यालय अधिशासी अभियन्ता,
निर्माण खण्ड-16

उत्तर प्रदेश आवास एवं विकास परिषद

सैक्टर-16ए, वसुन्धरा काम्प्लेक्स, गाजियाबाद
दूरभाष सं० 0120-2882112, ई-मेल- gzbcd_16gzb@yahoo.com

भारतीय मानक ब्यूरो

IS 15700



पत्रांक:-

663

/ एम-22

/ 70

दिनांक:- 06-3-14

भौतिक कब्जा पत्र

सम्पत्ति प्रबन्ध अधिकारी, गाजियाबाद के कार्यालय पत्र संख्या 1592/स0प्र0गाजि0/दिनांक 03.03.2014 द्वारा प्राप्त प्रमाणित हस्ताक्षर एवं फोटो के आधार पर सिद्धार्थ विहार योजना गाजियाबाद के सैक्टर-04 में स्थित वल्क सेल भूखण्डों में भूखण्ड संख्या 4/बी0एस0-05 का भौतिक कब्जा दिनांक 06.03.2014 में M/s Prateek Realtors India Pvt. Ltd का दिया गया। भूखण्ड का कुल क्षेत्रफल 57350.828 वर्ग मीटर है। भूखण्ड की स्थल पर स्थिति निम्नवत है -

| | | |
|-------|----------------------|--|
| NORTH | 175.81 Mt. | भूखण्ड संख्या-4/बी0एस0-04 |
| SOUTH | (49.93 + 177.84) Mt. | 50 क्यूसेक गंगा वाटर ट्रीटमेन्ट प्लांट |
| EAST | 246.01 Mt. | 75.00 मीटर चौड़ी सड़क |
| WEST | 375.98 Mt. | भूखण्ड सं०-4/बी0एस0-01 |

आवंटी/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

पता Prateek Realtors India Pvt. Ltd

Prateek Pro-Menage, A-42, Sector-67 Noida (U.P)

कब्जा देने वाले के हस्ताक्षर

06/3/14
(ए0बी0 अंसारी) (राधेश्याम)

पदनाम--अवर अभियन्ता

काउन्टर हस्ताक्षर

(ए0के0 गुप्ता)

Assistant Engineer
Construction Division-16
पदनाम-- आवासीय अभियन्ता
Vasundhara, Ghaziabad

घोषणा :-प्रमाणित किया जाता है कि मैंने उक्त भूखण्ड सं०-4/बी0एस0-05 का स्थल निरीक्षणोपरान्त दिनांक 06.03.2014 को भौतिक कब्जा पूर्ण संतुष्टि सहित प्राप्त कर लिया है। अब इसका सम्पूर्ण उत्तरदायित्व मेरे पास है।

दिनांक:-.....

हस्ताक्षर

नाम M/s Prateek Realtors India Pvt. Ltd
द्वारा नियुक्त प्राधिकृत हस्ताक्षरी श्री रतन मित्तल

पत्रांक 663 / एम-22 / 70 दिनांक 06-3-14

प्रतिलिपि:

1. M/s Prateek Realtors India Pvt. Ltd द्वारा नियुक्त प्राधिकृत हस्ताक्षरी श्री रतन मित्तल नाम पुत्र स्व० श्री जय प्रकाश मित्तल, Prateek Realtors India Pvt. Ltd Prateek Pro-Menage, A-42 Sector-67 Noida (U.P.)
2. सम्पत्ति प्रबन्ध अधिकारी, उ०प्र० आवास एवं विकास परिषद, गाजियाबाद।
3. खण्ड कार्यालय की पत्रावली हेतु (सम्पत्ति प्रबन्ध कार्यालय के पत्रांक 1592/स0प्र0गाजि0/दिनांक 03.03.2014 सहित)
4. अवर अभियन्ता के रिकार्ड हेतु।

For Prateek Realtors India Pvt. Ltd

Authorised Signatory