INDIA NON JUDICIAL

IN-UP38967284599744V

Government of Uttar Pradesh

सत्यमेव जयते

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I-264/25

Yash Nagar Gr. Noida G.B. Nagar L. No. 210/2021-22 YASH

Certificate No.	:	IN-UP38967284599744V
Certificate Issued Date	:	11-Oct-2023 10:23 AM
Account Reference	:	NEWIMPACC (SV)/ up14051004/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP1405100472411969979671V
Purchased by	:	PRASU DEVELOPERS LLP
Description of Document	:	Article 35 Lease
Property Description	:	PLOT NO.GH-12B,SECTOR-ZETA-1,GREATER NOIDA,AREA 23655.00 SQ.MTR.
Consideration Price (Rs.)	:	
First Party	:	GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
Second Party	:	PRASU DEVELOPERS LLP
Stamp Duty Paid By	:	PRASU DEVELOPERS LLP
Stamp Duty Amount(Rs.)	:	6,09,96,000 (Six Crore Nine Lakh Ninety Six Thousand only)

CERTIFICATE LOCKED

SOMESH CHHOKAR
ADVOCATE
GREATER NOIDA

IN-UP38967284599744V

Please write or type below this line

11/10/23

प्रबन्धक (बिल्डर्स)
ग्रेटर नौएडा प्राधिकरण

For PRASU DEVELOPERS LLP

Designated Partner

RD 0008738707

Statutory Alert:



LEASE DEED

This Lease Deed made on **11th day of October, 2023** between the **Greater Noida Industrial Development Authority**, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976 hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the one part

And

M/s. PRASU DEVELOPERS LLP (SPC OF M/s. Prasu Infrabuild Private Limited & M/s. Broadway Links Private Limited), Registered Office A-134, Corenthum Tower, Sector-62, Noida, Distt. Gautambudh Nagar, U.P. through its Authorized signatory Sh. Lalit Narayan Jha S/o Sh. Sahdeo Jha R/o E-107, Gaur Green Avenue Abhaykhand-II, Indirapuram, Ghaziabad (U.P.) duly authorized by the board of Partners vide Resolution dated 22-08-2023 (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 No. **GH-12B, SECTOR- ZETA-1, GREATER NOIDA, AREA 23655.00 SQM.** on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats and support facilities according to the setbacks and building plan approved by the lessor.

AND WHEREAS the Lessor has through an E-Bid tender System awarded to **M/s. PRASU DEVELOPERS LLP (SPC OF M/s. Prasu Infrabuild Private Limited & M/s. Broadway Links Private Limited)**, (lessee) the Plot No **GH-12B, SECTOR- ZETA-1, GREATER NOIDA, AREA 23655.00 SQM.** Greater Noida after fulfilling the terms and conditions prescribed in the brochure of group housing scheme code –BRS-02/2022-23 and its corrigendum, if any, vide /Reservation/Allotment Letter No. GN/BUILDERS/BRS-02/2022-23/2023/334, Dated 08.06.2023 for the development and marketing of Group Housing Pockets/ Flats/ on the detailed terms and conditions set out in the said allotment letter and brochure/ bid document of the said SchemeBRS-02/2022-23. As per the terms and conditions of the scheme, the Lessee is authorized to develop and market the project on demarcated plot No. **GH-12B, SECTOR- ZETA-1, GREATER NOIDA, AREA 23655.00 SQM.**

प्रबन्धक (बिल्डर्स)
ग्रेटर नौएडा प्राधिकरण

For PRASU DEVELOPERS LLP

For PRASU DEVELOPERS LLP

AND WHEREAS the Lessor and Lessee have agreed in so far as the present sub lease deed is concern the terms of the brochure shall contain a binding effect for any present or future interpretation.

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

1. CONSIDERATION

The premium (including Earnest Money / Registration Money) of Plot is **Rs. 109,90,11,300/-** (Rupees One Hundred Nine Crore, Ninety Lakhs Eleven Thousand Three Hundred Only) which has been paid.

Other conditions:

i. Payments can be made online through Authority's website via www.greaternoidaauthority.com. The Allottee will have to abide by all decisions of theGNIDA.

ii. The Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, GautamBudh Nagar) for execution of the Lease Deed in treasury of district GautamBudh Nagar and should produce a certificate to the affect in relevant department at GNIDA within 180 days from the issue of allotment letter.

iii. The Allottee / Lessee alone shall be liable for any shortfall or consequence for insufficient stamping of the Lease Deed.

iv. After depositing the premium and annual lease rent with the designated scheduled bank/payment gateway/online system, the Allottee shall intimate the same to GNIDA through a written intimation along with the details of amount deposited or through an email.

v. The payment made by the Allottee/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the outstanding Lease Rent, if any.

vi. In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land. The premium of this additional land shall be based on therate per sq.m. discovered during the e-auction shall be applicable and binding on the Allottee.

vii. In case of default in payment, after 30 days of communication, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable.

viii. This rate will change as per interest rate revision by GNIDA from time to time. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 =

For PRASU DEVELOPERS LLP

प्रबन्धक (बिल्डर्स)

आवेदन सं०: 202300743066900

पट्टा विलेख(30 वर्ष से अधिक)

बही स०: 1 | रजिस्ट्रेशन स०: 26425 | वर्ष: 2023

प्रतिफल- 1219902543 स्टाम्प शुल्क- 60996000 बाजारी मूल्य - 1219902543 पंजीकरण शुल्क - 12199000 प्रतिलिपिकरण शुल्क - 260 योग : 12199260

श्री मै० प्रासु डेवलपर्स एलएलपी द्वारा
ललित नारायण झा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री सहदेव झा
व्यवसाय : अन्य
निवासी: ए-134, कोरेन्थुम टावर, सैक्टर-62, नोएडा जिला गौतम बुद्ध नगर

श्री, मै० प्रासु डेवलपर्स एलएलपी द्वारा

ललित नारायण झा अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनाँक 11/10/2023
एवं 04:13:20 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के० के०शर्मा प्रभारी
उप निबंधक :सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
11/10/2023

आर0 बी0 दिवाकर
निबंधक लिपिक
11/10/2023

प्रिंट करें

For PRASU DEVELOPERS LLP

13% p.a.)compounded every half yearly for the entire default period, on the defaulted amount shall be payable.

ix. Inaddition to the premium, the allottee shall pay annual lease rent of 1% of premium, this rate shall be subject to an increase of 50% in every 10 years.The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% of the total premium of the plot) as one-time Lease Rent unless the Authority decided to withdraw this facility.

x. On payment of one-time Lease Rent, no further annual Lease Rent would be required to be paid for the balance lease period, this option may be exercised at any time during the lease period, provided the Allottee has no outstanding lease rent (applicable @1% of premium annually) arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

xi. 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 both hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot No. **GH-12B, SECTOR- ZETA-1, GREATER NOIDA** in the Greater Noida Industrial Development Authority, Distt. GautamBuddh Nagar (U.P.) contained by measurement **23655.00 SQM.** be the same a little more or less and bounded:

On the North by	:	As per lease plan attached
On the South by:		As per lease plan attached
On the East by	:	As per lease plan attached
On the West by	:	As per lease plan attached

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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the lessee for the term of 90 (ninety) years commencing from **DATE OF LEASE** 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. The alignment of the overhead electrical utilities, if required above the demised plot, will be configured in a way that shall not affect development activities within the plot.

For PRASU DEVELOPERS LLP

प्रबन्धक (विलेख)

आवेदन सं०: 202300743066900

बही स०: 1 रजिस्ट्रेशन स०: 26425 वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पट्टा दाता: 1

श्री ग्रे० नौ० औ० वि० प्रा० द्वारा आराधना के द्वारा अवधेश कुमार शुक्ला , पुत्र श्री जे. पी. शुक्ला


निवासी: ग्रे० नौ० औ० वि० प्रा०

व्यवसाय: अन्य

पट्टा गृहीता: 1

श्री मै० प्रासु डेवलपर्स एलएलपी के द्वारा ललित नारायण झा , पुत्र श्री सहदेव झा


निवासी: ए-134, कोरेन्थुम टावर, सैक्टर-62, नोएडा जिला गौतम बुद्ध नगर

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री श्याम सिंह , पुत्र श्री टेकराम सिंह


निवासी: ग्राम सुनपुरा जिला गौतम बुद्ध नगर

व्यवसाय: अन्य

पहचानकर्ता : 2

श्री अंकुर भाटी , पुत्र श्री मानसिंह


निवासी: एच-164, गामा-02, ग्रेटर नोएडा

व्यवसाय: अन्य

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के० के०शर्मा प्रभारी
उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
11/10/2023

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।

टिप्पणी :

आर0 बी0 दिवाकर
निबंधक लिपिक गौतम बुद्ध नगर
11/10/2023

प्रिंट करें

2. AND THE LESSEE BOTH 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 in the month **March** for each year the yearly lease rent indicated below:-

i. Lessee has paid **Rs. 1,09,90,113/-** as lease rent at 1% of the premium of the plot per year for the first 10 year from the date of execution of the Lease Deed.

ii. After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future. No separate notice shall be given in this regard.

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. In case of failure to deposit the due Lease Rent by the due date, penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA, from time to time (current rate shall be 10% + 3% p.a. as of January 2023 = 13% p.a.) compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate will change as per interest rate revision by GNIDA.

v. The Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @1% = 11% of the total premium of the plot) as one-time Lease Rent unless the Authority decided to withdraw this facility. On payment of one-time Lease Rent, no further annual Lease Rent would be required to be paid for the balance lease period, this option may be exercised at any time during the lease period, provided the Allottee has no outstanding lease rent arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

vi. The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such chargesare imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

vii. The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units (as built-up structures)on sublease basis to its allottee and also provide space for facilities like roads, parks etc. as per their requirements, convenience with the allotted

For PRASU DEVELOPERS LLP

प्रबन्धक (बिल्डर्स)

For PRASU DEVELOPERS LLP

plot, fulfilling requirements, convenience with allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the lessor.

viii. Further transfer/ sub lease shall be governed by the transfer policy of the Lessor.

1) No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.
2) No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.
3) Thereafter, Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after the following:
   i. payment of prescribed fees/charges,
   ii. clearance of all up-to-date dues, and
   iii. overdueinstalment towards premium of land.

4) The Allottee / lessee expressly agrees that in the event any application for transferis made and the Authority grants permission there for, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.

5) Transfer/Sub-lease of Flats (Sub-lease):

i. Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
ii. The sub-lessee undertakes to put to use the premises for the residential use only.
iii. 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.
iv. 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.
v. Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

3. NORMS OF DEVELOPMENT

The Allottee can undertake development in accordance with the prevailing Building Regulations/Byelaws of the Authority on the last day of Bid Submission.

For PRASU DEVELOPERS LLP

प्रबन्धक (बिल्डर्स)

For PRASU DEVELOPERS LLP

The lessee shall be allowed to construct the flats subject to overall maximum permissible density as per the master plan. The maximum permissible ground cover and maximum permissible FAR is as follows:

Maximum permissible Ground Coverage	35% For Plots Upto 40,000 Sq. mtr.
	40% For Plots above 40,000 Sq. mtr.
Maximum permissible FAR	3.5
Set backs	As per Building Bye-laws
Maximum Height	No Limit

Permissible Norms

i. All the infrastructural services within the plot area shall have to be provided by the Allottee.

ii. All clearances/approvals must be obtained by the Allottee from the respective competent statutory authorities prior to the commencement of the construction work.

iii. Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).

iv. The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.

v. All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater GNIDA Authority and the amendments made there in from time to time.

4. IMPLEMENTATION &TIME EXTENSION

a) The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the GNIDA 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 temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the GNIDA within a period of three years from the date of execution of lease deed. In case the lessee does not complete the 1st phase of the project within the specified period of 03 years, extension charges on the pro-rata land area shall be applicable at the time of grant of such extension as approved in 114th Board Meeting held on 31.05.2019 ofGNIDA and Office Order No. ग्रेनो / बिल्डर्स / का0आ0 / 2019 / 824dated 04.07.2019.

b) 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.

c) Extension for completion may be granted by the authority as per the Prevailing Policy of GNIDA at the time of submission of extension request letter by the allottee and after payment of prescribed

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fees/charges. The current extension charges on the pro-rata land applicable for construction period shall be applicable as per prevailing norms.

a) The current norms (First Phase – First Phase shall mean construction of minimum of the total F.A.R as per Building Byelaws.) for reference of the applicant are as follows:

Sr.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	1st Year (Fourth year after Lease deed)	1%
2	2nd Year (Fifth year after Lease deed)	2%

b) Failure to complete first phase in the first five years may lead to cancellation. Under exceptional circumstances, CEO, GNIDA at their discretion may allow a time extension beyond the 2nd year with the following charges on the pro-rata land:

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for First Phase
1	3rd Year (Sixth year after Lease deed)	3%
2	4th Year (Seventh year after Lease deed)	4%

c) However, under no circumstances shall the time extension for first phase extend beyond seven years and such cases will face cancellation.

d) The current norms for penalty for construction of balance FAR i.e. Final Phase FAR (90% of permissible FAR or sanctioned FAR, whichever is higher) minus First Phase (minimum FAR), for reference, the applicant is advised to refer to **office order No. ग्रेनो/बिल्डर्स/का0आ0/2022/09dated 06.01.2023.**and the pro rata land time extension charges mentioned below are as follows:

Sr. No.	Number of years	Time Extension charges (in percentage terms of Allotment Rate) for Balance FAR*
1	1st Year (Eighth year after Lease deed)	1%
2	2nd Year (Ninth year after Lease deed)	2%
3	3rd Year (Tenth year after Lease deed)	3%
4	4th Year (Eleventh year after Lease deed)	4%
5	5th Year (Twelfth Year after Lease deed)	5%
6	6th Year (Thirteenth Year after Lease deed)	6%

**The maximum time limit for completion of whole projects is 13 years from the date of lease deed.*

**Time extension charges for the Balance FAR shall be calculated on pro rata land after deducting the minimum permissible FAR Any decision to provide time extension beyond the 13th Year will be taken on*

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For PRASU DEVELOPERS LLP

merits by CEO, GNIDA, whose decision in this regard will be final and binding. All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

GNIDA reserves the right to make any amendments or alteration as it finds expedient in the norms/orders specified above and all such amendments or alterations shall be binding

The prevailing building bye laws for minimum built up area (% of total permissible FAR) is as follows:

Size of Plots	Min. Built up Area (% of total permissible FAR)
Up to 4,000	50
4,000 – 10,000	40
10,000 – 20,000	35
20,000 – 1,00,000	30
1,00,000 – 2,00,000	25
2,00,000 – 4,00,000	20
Above 4,00,000	15

All permission of extension and penalties will be calculated from the date of execution of Lease Deed.

1) The Allottee / lessee expressly agrees that no layout and / or building plan shall be approved and communicated unless all outstanding towards premium, lease rent etc. as on the date of submission of application and up to the date of approval have been duly paid to the Authority. Likewise, no Completion Certificate or Occupancy Certificate shall be issued by the Authority until all outstanding towards premium lease rent etc. have been duly paid to the Authority.
2) The Allottee / lessee shall not put any of its Allottee of flat space into possession forany reasons whatsoever whether for fitment etc. prior to issue of Completion Certificate / Occupancy Certificate AND without clearing all dues.
3) The Allottee / lessee shall not be entitled to seek change / alteration under approved layout plans except in line with applicable bye-laws and all applicable statutory provisions like RERA etc.
4) Real Estate (Regulation and Development Act) 2016, UP Apartments ACT where applicable, and the rules made under it will be followed by the developer. n the lessee/allottee.

5. MORTGAGE

i. Permission to mortgage may be allowed by the Lessor as per its prevailing policy, if any, as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No

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प्रबन्धक (बिल्डर्स)

For PRASU DEVELOPERS LLP

Permission to mortgage shall be issued in case of there are outstanding payable to the Lessor/ Gnida on the date permission is granted.

ii. In the event any Permission to mortgage is issued by the lessor, then this Lessor shall always hold the first charge and will remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016 in contrast of the Bank/ Financial Institution or Allottee of flat/built-up space.

iii. Blanket permission to Mortgage (facilitate the loan process of buyers/ sub-lessee) may be granted by the Lessor/ GNIDA as per prevailing norms provided there are no dues outstanding on the date of issue of PTM

6. TRANSFER OF PLOT

1) No transfer of Allotment / leased plot / Lease Deed can take place except with prior written permission of Lessor/GNIDA.
2) No Transfer shall be allowed till Completion Certificate for the entire project has been obtained from GNIDA/Lessor.
3) Thereafter, Transfer of plot may be allowed by the GNIDA, if at all, as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Allottee and after the following:
   i. payment of prescribed fees/charges,
   ii. clearance of all up to date dues, and
   iii. overdue instalment towards premium of land
4) The Allottee / lessee expressly agrees that in the event any application for transfer is made and the Authority grants permission therefor, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.
5) Transfer/Sub-lease of Flats (Sub-lease):
   i) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
   ii) The sub-lessee undertakes to put to use the premises for the residential use only.
   iii) 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.
   iv) 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.
   v) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges

For PRASU DEVELOPERS LLP

प्रबन्धक (बिल्डर्स)

For PRASU DEVELOPERS LLP

7. MISUSE, ADDITIONS, ALTERATIONS ETC.

i. The Lessee/Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot oramalgamate it with any other plot. 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 Authority without any payment.

ii. The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.

iii. If the Lessee/Sub-Lessee fails to correct such deviations 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 the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by GNIDA in this regard.

8. LIABILITY TO PAY TAXES

The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee andassessment of every description imposed by the Lessor or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

9. OVERRIDING POWER OVER DORMANT PROPERTIES

GNIDA reserves the right to all mines, minerals, coals, goldwashing, earth oils,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 the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon, provided that, the Lessor shall make reasonable compensation to the Allottee /Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of GNIDA on the amount of such compensation will be final and binding on the applicant.

10. MAINTENANCE

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i. The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.

ii. The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) will be personally and severely liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.

iii. No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding or the Lessee or its Allottees / Sub-lessee(s).

iv. The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, Bye-laws, directions and guidelines of Greater GNIDA industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976, RERA Act and UP apartments Act 2010 and Rules made therein, and any other Act and Rules, from time to time.

v. In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

11. CANCELLATION OF LEASE DEED(SECTION-3.20 OF SCHEME BROCHURE) -

1) Cancellation of Lease Deed shall be as per the prevailing policy of the Authority. The current prevailing policy for reference of the LESSEE is as follows:

2) In addition to the other specific clauses relating to cancellation/determination,GNIDA, will be free to exercise its right of cancellation/ termination of the allotment/ the lease of plot in case of the following-

i) Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud

ii) Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.

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iii) In case of default on the part of the Applicant/Allottee/Sub-Lessee(s) or any breach/violation of the terms and conditions of the Scheme Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues or not completing the construction or making it functional within prescribed time

3) If the allotment is cancelled on the grounds mentioned in under Clause 3.20.2 (i)above, the entire deposits till date of cancellation shall be forfeited and possession of the plot shall be resumed by the Authority/ Lessor with structures thereon, if any and the allotee/ lessee will have no right to claim any compensation, thereof. Without prejudice to the aforesaid, the Authority shall also have the liberty to initiate legal action against such allottee/ lessee.

4) If the allotment is cancelled on the grounds mentioned in Clause 3.20.2 (ii) or Clause 3.20.2 (iii) above, 30% of the total premium of plot after e-auction or total premium deposited (whichever is less) shall be forfeited in favour of GNIDA. Balance amount after recovering the lease rent till date of cancellation, if any, and after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard. However, the amount deposited towards lease rent, interest, penal interest, extension charges etc. shall not be refundable at any stage.

5) After cancellation of the plot as stated above, possession of the plot will be resumed by GNIDA, along with the structure thereupon, if any, and the Bidder/ Applicant/ Allottee/ Lessee/ Sub-Lessees will have no right to claim any compensation thereon.

12. Surrender

Surrender may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Surrender request letter by the Allottee. The current prevailing policy for reference of the Applicant is as follows-

i. The issuance of allotment letter or before 90 days after the issuance of allotment letter then the entire EMD will get forfeited.

ii. Under no circumstances, request for surrender shall be entertained after receiving full premium discovered through e-auction within 90 days from the date of issue of Allotment Letter.

iii. During the bid process, it shall be the responsibility of the bidder to ensure that before submitting the bids on the portal, the bid amounts being entered by him in both figures and words match and are correct. Any exaggerated bid which has the capacity of thwarting the bidding process would lead to the forfeiture of 100% of the Earnest Money Deposit

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iv. The date of surrender in the above case shall be the date on which the application for surrender is received online via "NiveshMitra". No subsequent claim on the basis of any postal certificate etc. will be entertained. The Allottee has to execute surrender deed, if Lease Deed / Transfer Deed has been executed then all the original legal documents are to be surrendered unconditionally to GNIDA.

13. Restoration

GNIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorized Officer of GNIDA can restore the plots, if at all, as per the prevailing policy of the Authority as the time of submission of request letter after payment of applicable fees and charges. The prevailing policy for reference of the Applicant is as follows:

i) The application of restoration of plots shall be made within 60 days from the date of cancellation.

ii) The decision about the restoration application of the plots shall be taken within a period of 6 months after the date of cancellation.

iii) The Allottee shall have to pay restoration charges as per the prevailing policy of GNIDA (Presently, @10% of the total premium of the plot at prevailing rate on date of restoration application).

iv) The Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.

v) The Allottee has to pay time extension charges as per terms of allotment / lease.

vi) The Allottee has to submit Performance Bank Guarantee (PBG) of timeline given inSchedule, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of PBG will be 10% of the prevailing price of the plots.

vii) All legal expenses shall be borne by the Allottee.

viii) The cancelled plot is not already allotted to another developer.

ix) In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered on submission of affidavit undertaking for non-carrying out the illegal/unauthorized/non-permissible activities in future and closure/removal of illegal/unauthorized/non-permissible activities.

x) In case of restoration in prepossession cases, the Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

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14. OTHER CLAUSES

i. The Authority reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds just and expedient and such amendments, addition, deletion and alterations shall be binding on the Allottee.

ii. In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of GNIDA shall be final and binding on the Allottee / Lessee and his / her / their successor.

iii. If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the earnest money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest @ 4% per Annum.

iv. 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.

v. In case there is any change of reserve price of allotment from any order of honorable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.

vi. GNIDA 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.

vii. The Lessee/ sub-Lessee of the Lessee shall be liable to pay all taxes/ charges levied by Government of UP or any other department empowered to do so.

viii. The Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976), RERA, UP Apartment Act 2010/2016 and such rules, regulations or directions as are issued there under from time to time.

ix. Dwelling units/ flats shall be used for residential purpose only. In case of default, the allotment shall be liable for cancellation and the allottee/ Lessee/ sub lessee shall not be paid any compensation thereof.

x. Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at GautamBudh Nagar or the High Court at Allahabad (Prayagraj).

xi. The allotment will be accepted by the Allottee on "As is where is basis". The Allottee is advised to visit the site before applying. No claim whatsoever shall be entertained by the Authority in regard to the situation, location of physical status of the demised plot.

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xii. Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Allottee. Necessary approvals shall be obtained from the competent authority by the Allottee. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges.

xiii. In case an existing link road comes anywhere in the plot area, it shall be managed by the Allottee /Lessee till an alternate arrangement is made by GNIDA.

xiv. All arrears towards premium, lease rent or any other dues payable to the Authority shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.

xv. The Lessee/ sub-Lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled, and entire money deposited shall be forfeited.

xvi. GNIDA in larger public interest has the right to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of GNIDA shall be final and binding on the Allottee/Lessee, its sub-allottees / lessees.

xvii. The Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of the Lease Deed.

xviii. The Lessee / its allottee / sub Lessee shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.

xix. The Allotee/Lessee shall follow all the rules, regulation and guidelines w.r.t. Solid Waste Management.

xx. As per prevailing Sector Wise Rate List on the last date of Proposal Submission. Prevailing policy of the Authority attached as Section V: Annexure, Land Rates 2022-2023. (Office order: 27314/ GN/Finance/2022-23 Dated: 19/04/2022) including metro location charges, if applicable.

xxi. All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & Sub-lessee. **(Annexure 1: Scheme Document)**

xxii. In case of any differences or inconsistency between conditions as occurring in this Lease Deed and Scheme Brochure, then the conditions of the Lease Deed shall override and shall be binding on the Lessees, its allottees/ sub-lessees.

xxiii. The shareholding of the SPC should not change till the completion of the project.

xxiv. The Lead Member/ Relevant Member shall be equally responsible for the completion of the project.

xxv. No sub-lease (sub division) should be allowed.

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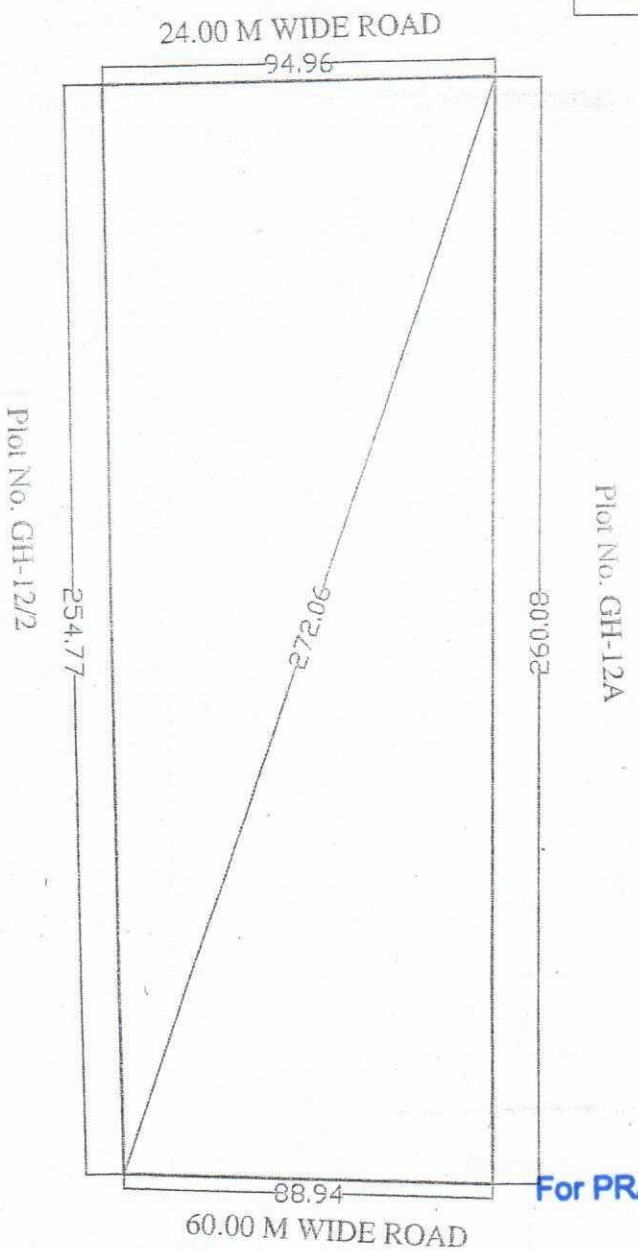
Revised

PLOT NO.-12B



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SIGN- POSSESSION TAKEN OVER	SIGN- POSSESSION HANDED OVER			
REVISED LEASE PLAN FOR PLOT NO. GH-12B, SECTOR- ZETA-I GREATER NOIDA	PROJ. DEPTT.	ASST.MANAGER 27/7/2023	MANAGER 27/7	SR. MANAGER 27/7/23
	LAND DEPTT.	LEKHPAL		TEHSILDAR/O S D 28/7/23
	LAW DEPTT.	A.L.O. 31.7.23		IN-CHARGE LAW 1/8/23
	PLNG. DEPTT.	DRAFTSMAN 27/7/23		ASST.MANAGER

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GREATER NOIDA INDUSTRIAL

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