







THIS STAMP PAPER ATTACHED IN RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9th NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. L.TD.

NCIDA (LESSOR)

(LESSEE) **Authorised Signatory**  For Chewdhery Overrers I+d. Authorised Sign SUB-LESSEE)



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THIS STAMP PAPER ATTACHED IN RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9<sup>th</sup> NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

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NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For Chewdhery Oversees Itd.

FOR MAHAGUN REALTORS PVT. LTD.

(LESSEE)

Authorised Signatory

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PAPER ATTACHED STAMP RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9th NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pyt. Ltd. For Chowdhary Overseas Ltd.

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Authorised Sign

(SUB-LESSEE)

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STAMP PAPER ATTACHED IN THIS RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9th NOIDA, DISTT. GAUTAM BUDHNAGAR

For and On behalf of

(U.P.)

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.
For MAHAGUN REALPORS PVT. Life: Chewdhaty Overseas Ltd.

ESSEE) uthorised Signatory



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realters Pyty Ltd[D. For Chewdhary Overreas Ind.

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For and On behalf of

NOIDA (LESSOR)

For MAHAGUN REALTORS PVT. LID. For Chowdhary Overseas Ltd.

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(SUB-LESSEE)

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For and On behalf of

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Mahagun Realtors Pvt. Ltd.
For MAHAGUN REALTORS PVT. LTD. For Chowdhary Overseas Ltd.

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8

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For and On behalf of

NOIDA (LESSOR)

For MAHAGUN HEALTO Pyto Atd. TD. For Chowdhary Overses Ltd.

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(SUB-LESSEE) Sign



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PAPER ATTACHED STAMP RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9th NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

For MAHAGUN REALTORS PVT. LTD. For Chardhay Cherross Ltd.

(LESSEE) Authorised Signatory

(SUB-LESSEE) Sign



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

For Chowdhary Oversess Ltd.

FOR MAHAGUN REALTORS, PVT. LTD.

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

For Chowdhory Overseas Ltd.

FOR MAHAGUN REALTORS PVT. LTD.

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For and On behalf of

NOIDA (LESSOR)

For MAHAGUN REALTORS PVT. LTDfor Chewdhary Overseas Ltd.

(LESSEE) Authorised Signatory

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.
For MAHAGUN REALTORS PVT. LTD. For Chardhary Charseas I.+d.

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FOI MAHAGUN REALTORS PVT. LTD.

(LESSEE) Authorised Signatory

For Chowdhary Overseas Ltd.

Authorised (SUB-LESSEE)



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Mahagun Realtors Pvt. Ltd.
For MAHAGUN REALTORS PVT. LID. For Chowdhary Overseas Ltd.

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pyt. Ltd. LID. For Chowdhary Overseas Ltd.

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Mahagun Realtors Pvt. Ltd.
For MAHAGUN BEALTORS PVT. LTD.For Chowdhaty Overseas Ltd.

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For and On behalf of

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Mahagun Realtors Pvt. Ltd.

(LESSEE)

Authorised Signatory

For MAHAGUN REALTORS PVT. LTD. For Chowdhary Overseas Left.

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtons Pro PhytoLED. For Chewdhary Overseas Ltd.

(LESSEE) Signatory

Chowdhary Overseas Lto.



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Mahagun Realtors Pyt. Ltd. LTD. For Chowdhary Overseas Ltd.

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.
For MAHAGUN REALTORS PVT. LTD For Chandhard Overseas Ltd.

(LESSEE) Signatory



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

For MAHAGUN BEALTORS PVT. LTD or Chowdhary Overseas Ltd,

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For and On behalf of

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

NO!DA (LESSOR)

(LESSEE) Authorised Signatory

For Chardhan Overreas Lod



24

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For and On behalf of

Mahagun Realtors Pvt. Ltd. For Chowdhery Overses Led. FOR MAHAGUN REALTORS PVT. LTD.

Authorised Sign (SUB-LESSEE)

NOIDA (LESSOR)

(LESSEE) Authorised Signatory



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For Chewdhore Overseas Ltd. For MAHAGUN REALTORS PVT. LTD.

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Authorised Sign



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ATTACHED IN THIS STAMP PAPER RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9th NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

West seed

Mahagun Realtors Pvt. Etd. For Chandhary Crosseas Ltd.

NOIDA (LESSOR)



27

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

> (LESSEE) Authorised Signatory

Authorised Sign

- Carl Tole

For Chardhary Overseas Ltd.



28

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For and On behalf of

NOIDA (LESSOR)

FoMahagun Realtors Pyr. Ltd.

(CESSEE)

(SUB-LESSEE)

For Charedhary Overseas Ltd.



29

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

(LESSEE) Signalory

(SUB-LESSEE)

For Chawdhary Overseas Ltd.



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For and On behalf of

NOIDA (LESSOR)

For Mahagun Realtors Pvt. Ltd.

Authorised Signatory

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pyt. P. LTD.

(EESSEE) Signatory

For Chowdhary Overseas Ltd. 3



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LFD.

> LESSEE) Aumonsed Signatory

(SUB-LESSEE) ad Sign



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

(LESSEE) Signatory

(SUB-LESSEE)

For Chowdhow Overseas Ltd



34

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pyt Ltd LTD.

ALESSEE Bignatory

For Chowdhary Overseas Ltd.

(SUB-AESSEE) Sign





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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For Chowdharv Overseas Ltd. For MAHAGUN REALTORS PVT. LTD.

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36

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.
For MAHAGUN REALTORS PVT. LTD.

(LESSEE) Authorised Signatory For Chardhery Oversess Ltd.



37

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

(LESSEE) Authorised Signatory (SUB-LESSEE)

For Chowdhary Oversers Ltd.



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

FOR MAHAGUN REALTORS PVT. LTD.

(LESSEE)

**Authorised Signatory** 

For Chandhery Overseas Ltd.



39

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtons Ruts LtdT. LTD.

(LÆSSEE)d Signatory

(SUB-LESSEE)

dha-v Overseas Ltd



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For and On behalf of

Mahagun Realtors Pvt. Ltd.

For MAHAGUN REALTORS PVT. LTD.

NOIDA (LESSOR) (LESSEE)

Authorised Signatory

(SUB-LESSEE)

For Chardhary Overseas Ltd.



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NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

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(SUB-LESSEE)

rodhary Overseas Ltd.



42

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For and On behalf of

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Mahagun Realtors Pyt. Ltd. LTD.

(LESSEE)Signatory

For Chowdhary Overseas Ltd.



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

FOI MAHAGUN REALTORS PVT. LTD.

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For Chowdhary Overseas Lt

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LID.

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

For MAHAGUN REALTORS PVT. LID. For Chowdhary Oversers Ltd.

(LESSEE) Author/sed Signatory sutal Zolo

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

(CESSEE) Authorised Signatory

FOR MAHAGUN REALTORS PVT. LTD. For Chowdhary Overseas Ltd.



49

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FOR MAHAGUN REALTORS PVT. LTD.

NOIDA (LESSOR)

(LESSEE)
Authorised Signatory

(SUB-LESSEE)

For Chowdhaty Oversers I .d.



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For and On behalf of

FOMAHAGUDARADAPTORY PUTCLED.

NOIDA (LESSOR)

(LESSEE)Bignatory

Authorised John (SUB-LESSEE)

For Chaudhasy Overrent Ltd.



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt, Ltd.
For MANAGUN REALTORS PVT, LIDER Charactery Overseas Ltd.

(LESSEE)



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NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

FOR MAHAGUN REALTORS PVT. LTD.

(LESSEE)

Authorised Signatory

For Chawdhery Oversons I'd.

Authorized (SUB-LESSEE)



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For and On behalf of

For MAHABUN Realtors Pyty Ltd. TD.

Authorised (SUB-LESSEE)

For Chowdhery Overseas Ltd.

NOIDA (LESSOR)

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FOR MAHAGUN REALTORS PVT. LTD.

NOIDA (LESSOR)

(LESSEE) Authorised Signatory

For Chawdhere Oversons Ltd. (SUB-LESSEE) Sed Dign.



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

(LESSEE)

Authorised Signatory

FOR MAHAGUN REALTORS PVT. LID. For Chawdhary Overseas Ltd. (SUB LESSEE) ed Sign.



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

For MAHAGUN REALTORS PVT. LTD. For Chewdhory Overseas Ltd.

(LESSEE)

Authorised Signatory

(SUBALESSEE)d Sign



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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

FOR MAHAGUN REALTORS PVT. LID.

(LESSEE)

Authorised Signatory

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For and On behalf of

Mahagun Realtors Pvt. Ltd.

For MAHAGUN REALTORS PVT. LTD. For Charachery Overseas Ltd.

NOIDA (LESSOR)

(LESSEE) Authorised Signatory



59

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For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.
For MAHAGUN REALTORS PvT. LFD. For Chardinary Overseas Ind.

(LESSEE) Authorised Signatory (SUBAESSEE)d Sign



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For and On behalf of

NOIDA (LESSOR)

For MAHAGUN REALTORS PVI. LTD.

HornSissed Signatory



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For and On behalf of

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

Charles.

Authorised Signatory

(LESSEE)

Surau Ted

For Chowdton Overcess Ltd.

(SUB-LESSEE)

NOIDA (LESSOR)



62

STAMP PAPER ATTACHED RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9th NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

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NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

FOR MAHAGUN REALTORS PVT. LIFFOR Chared to Verseas Ltd.

Authorised Signatory



63

THIS STAMP PAPER ATTACHED IN RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9<sup>th</sup> NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

Mahagun Realtors Pvt. Ltd. For MAHAGUN-REALTORS PVT. LTD.

NOIDA (LESSOR)

Authorised Signatory

For Chewdhery Overseas I'd.

SuB-LESSEE & Sign.



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E 010422

THIS STAMP PAPER ATTACHED IN RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9<sup>th</sup> NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

NOIDA (LESSOR)

(LESSEE) Authorised Signatory Sulan 729

For Chowdhary Overseas Ltd.

(SUB-LESSEE) ISE



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E 010423

STAMP PAPER **ATTACHED** THIS RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9th NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and Og behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MARAGUN BEALTORS PVT. LTD. For

CESSEE) Signatory

(SUB-LESSEE)

Chardhary Overseas Itd.



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E 010424

THIS STAMP PAPER ATTACHED IN RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9<sup>th</sup> NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LID.

(LESSEE) Signatory



N 365002

THIS STAMP PAPER ATTACHED IN RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9<sup>th</sup> NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

> (LESSEE) Authorised Signatory

For Chowdhary Oversers Ltd.
Successful Zolan
(SUB-LESSEE) and Dign.



N 365003

STAMP PAPER ATTACHED RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9th NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

FOR MAHAGUN REALTORS PVT. LTD.

(LESSEE)

Authorised Signatory

For Chowdhary Overseas L+d.



N 365004

THIS STAMP PAPER ATTACHED IN RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9<sup>th</sup> NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

> (LESSEE) Authorised Signatory

For Charding Oversens Ltd.



N 365005

THIS STAMP PAPER ATTACHED IN RESPECT OF PLOT No. 21A, BLOCK-F, SECTOR-50, FLAT No. 912 FLOOR 9<sup>th</sup> NOIDA, DISTT. GAUTAM BUDHNAGAR (U.P.)

For and On behalf of

Mahagun Realtors Pvt. Ltd.

FOR MAHAGUN BEALTORS PVT. LID.

NOIDA (LESSOR)

(LESSEE) Authorised Signatory (SUB-LESSEE)

For Chandrey Overseas Ltd.



F 591803

THIS STAMP PAPER ATTACHED
IN RESPECT OF PLOT No. 21A
BLOCK-F, SEC-50, FLAT No. NOIDA
DISTT. GAUTAM BUDH NAGAR

LESSOR



For Chowdhary Overseas Ltd.

Surface Zofon Authorised Sign.

## SALE DEED FOR SUPERSTRUCTURE OF RESIDENTIAL UNIT AND SUB-LEASE DEED FOR LAND

Sale Consideration Rs. 1,26,66,500.00

Stamp Duty

Rs. 6,33,500.00 P to 1-

This Indenture is made and executed at Noida on this day of

## Between

New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar, Uttar Pradesh, a body Corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act 1976 (U.P. Act No. 6 of 1976) (hereinafter referred to as The "Lessor" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part;

## And

M/s Mahagun Realtors Pvt. Ltd. A Company registered under the Companies Act 1956 and having its registered office at C-215, Vivek Vihar, Delhi - 110095, through its authorized signatory SH. PRADEEP SHARMA S/o LATE SH. P.K. SHARMA R/o A-19, SECTOR-63, NOIDA (U.P.) who has been duly authorized by virtue of resolution of the Board of Directors dated 03/11/2007 (hereinafter referred to as the "Lessee" Which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the Second Part;

For and On behalf of For Mahagun Realtors Pxt.

NOIDA (LESSOR)

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For Chowdhary Overseas Ltd

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## And

01. M/S CHOWDHARY OVERSEAS LIMITED R/o 150 FEET ROAD, JAJMAU, KANPUR-208010 THROUGH AUTHORISED SIGNATORY MR. SUHAIL ZAFAR S/O MOHD. AKBAR R/o 150 FEET ROAD, JAJMAU, KANPUR-208010 AUTHORISED VIDE RESOLUTION OF THE BOARD OF DIRECTORS, DATED 29<sup>TH</sup> MARCH, 2008.

(Hereinafter referred to as the "Sub-Lessee" which expression shall unless contrary or repugnant to the context or meaning thereof shall include their heirs, executors, legal representatives, permitted assigns) of the Third Part;

- A. Whereas by a lease executed on the 31<sup>st</sup> day of May, 2005 and registered in the office of the Sub-Registrar, Noida (herein after called "the said Lease") between the New Okhla Industrial Development Authority, a body corporate constituted under Section 3 of the U.P. Industrial Development Act 1976 (U.P. Act No.6 of 1976) on the First Part and the Lessee on the Second Part, the Noida has demised on lease basis for 90 years commencing from 31-05-2005, Plot No. F-021A in Sector-50 Noida admeasuring 12750 sq. meter in Noida (hereinafter referred to as the said "Land". The plot of land has been demised for the purposes of constructing and developing Group Housing Complex there upon and for the allotment of dwelling Units to the registrants of the Lessee on the terms and conditions as specified in the said Lease Deed. The Lease Deed is registered with the Sub Registrar, Sector-6, Noida on 31-05-2005 vide A.D. Book No.1, Volume No. 634 from pages 239-240 and bearing Document No: 3897/3898.
- B. And Whereas the Lessee in accordance with the terms and conditions of the said Lease planned to construct a Residential Group Housing Complex upon the said plot and named it as 'Mahagun Maestro' having various types of dwelling units in it, (hereinafter referred to as the "Complex").

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For Chewdhary Overseas Ltd. For MAHAGUN REALTORS PVT. J. D.

(LESSEE) Authorised Signatory (SUB-LESSEE)

- C. And Whereas under the terms of said Lease Deed the Lessee could allot to its registrants a dwelling unit in the Complex, including proportionate undivided share in land, common areas and facilities appurtenant to the dwelling units on sub-lease basis.
- D. And Whereas the Sub-lessee applied for allotment of a dwelling unit in the said complex and, on the faith of the statements and representations made by sub Lessee at various stages, the Lessee allotted a dwelling unit bearing No. 912 on 9<sup>th</sup> floor of the Complex (hereinafter referred to as the said "Unit") to the Sub-lessee, on the terms and conditions as specified in the Allotment Letter executed between the Sub Lessee and the Lessee.
- E. And Whereas the Lessee have since completed the construction of the Complex and have offered to the Sub Lessee to take possession of the said dwelling unit.
- F. And Whereas the Sub Lessee has carried out the inspection of the Building/the said dwelling unit, and has satisfied itself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common areas and facilities and also the nature, scope and extent of benefit of undivided interest in the common areas and facilities in the Complex.
- G. And Whereas the Lessee have called upon the Sub Lessee to execute this Deed.

## NOW THIS DEED OF SALE/SUB-LEASE WITNESSETH AS FOLLOWS:

O1.(a) That subject to the premises contained herein and to be observed by the Sub Lessee and in consideration for the sum of Rs. 1,26,66,500.00 (Rupees One Crore Twenty Six Lakh Sixty Six Thousand Five Hundred Only) Comprising of the price of the built-up Dwelling Unit and the undivided proportionate interest in the said land payable by the Sub Lessee to the Lessee as stipulated hereinafter the Lessee do hereby

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

For MAHAGUN REALTORS PVT. LTD. For Chowdhary Overseas L\*

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sell, transfer and convey to the Sub Lessee the super structure/built-up area of the Dwelling Unit Bearing No. 912 measuring 2250.00 SQFT or 209.03 SQ.MTR. & Terrace area of 890.00 SQ.FT. or 82.63 SQ.FT. Super area on 9<sup>th</sup> floor in the Group Housing Scheme 'Mahagun Maestro' developed by the Lessee on the said land i.e. Plot No: F-021A, Sector 50, Noida and more particularly defined in Schedule-I hereunder written, and plan annexed hereto.

- (b) The Lessee simultaneously do hereby also sub-lease unto the said Sub-Lessee for the unexpired period of 90 years lease granted by Lessor which commenced on 31-05-2005, the undivided, unpartitionable, unidentified title to the Land proportionate to the area of the dwelling unit to the total built up area of the Complex.
- O2. That the entire sale consideration of Rs. 1,26,66,500.00 (Rupees One Crore Twenty Six Lakh Sixty Six Thousand Five Hundred Only) as mentioned in clause 01 above has been paid by the Sub Lessee to the Lessee the receipt of which the Lessee do hereby admit and acknowledge and discharge the Sub Lessee against payment of the same.
- O3.(a) That peaceful vacant physical possession of the super-structure of the Dwelling Unit has been given by the Lessee to the Sub Lessee simultaneously with the execution of this Deed. The Sub Lessee after inspecting the Unit has satisfied himself/herself/ theirself about the quality of workmanship and materials used, and undertakes not to raise any dispute or claim against the Lessee in respect thereof.
  - (b) On the execution of this Deed, no disputes or differences relating to the registration, booking, allotment of the Unit and in all such other matters as are instruments to these and are likely to effect the mutual right, interest, privileges and claim of the Lessee and the Sub Lessee shall survive or be entertained by the Lessee.

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

FOR MAHAGUN REALTORS PVT. LTD.

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- The Lessee have deposited with the Lessor in lumpsum one time lease rent being equivalent to 11 times of the present annual lease rent. That the Sub Lessee without any rebate or deductions whatsoever shall pay to the Authority any and all other rates, taxes, charges, levies and impositions, payable for the time being by the Lessee in relation to proportionate share of the Sub Lessee in the Land in terms of the Lease or otherwise.
  - (b) That the Sub-Lessee shall in terms of the Lease or otherwise from time to time and at all times pay directly to the Lessor, the Government, or any Authority, Local Bodies existing or to exist in future all rates, taxes charges and assessments leviable by whatever name called for every description in respect of the Land or the Dwelling Unit which are now or may at any time hereafter during the continuance of this Deed be assessed, charged or imposed upon the dwelling unit hereby transferred and or the proportionate area of the Land under the Sub-Lease. The Sub-Lessee alone shall be responsible for consequences of nonpayment.
  - That the Sub-Lessee shall pay all annual rates, taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said dwelling unit as and when the same become due and payable.
- 05.(a) That the Sub-Lessee shall at all times duly perform and observe all the covenants and conditions which are contained in the said Lease and shall observe the same as applicable and relating to the land pertaining to the Dwelling Unit demised to the Sub Lessee.
  - (b) That the Sub Lessee shall in all respect comply with and be bound by all the rules and regulation and bye-laws of the Lessor or other Government Departments or Authorities/Local Bodies as applicable from time to time to the Land and the Dwelling unit.

Mahagun Realtors Pvt. Ltd.

For MAHAGUN REALTORS PYT. L.ID. For Chowdhory Overseas Ltd.

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- O6.(a) That the Sub Lessee shall not use the said dwelling unit or permit the same to be used for purpose other than residential or for any purpose which may or be likely to cause nuisance or annoyance to the occupants of other dwelling units of for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said dwelling unit which may cause damage to any flooring or ceiling of any dwelling unit below, above or in any manner interfere with the use thereof or of open spaces, passages or facilities or amenities available for common use.
  - (b) That the Sub Lessee shall obey and submit to all directions issued or regulations made by the Lessor now existing or hereinafter to exist so far as the same are incidental to the possession/enjoyment of the dwelling unit or so far as they affect the health, safety or convenience of the other inhabitants of the Complex.
- 07.(a) That under the terms of the lease executed in favour of the Lessee by the Lessor the lessee/Sub-Lessee shall make arrangements for the maintenance of complex and common open areas and services provided therein by the Lessee for the common use of all the occupants of the Complex. For this purpose the Lessee may appoint any body corporate/association of the occupants as their nominee Maintenance Agency. The Sub Lessee Shall enter into a separate Maintenance Agreement with the Maintenance Agency and agrees to abide by the terms of the same. In case of failure Lessor may act as per terms of original Lease Deed executed on 31-05-2005 between Lessor and Lessee.
  - (b) That the Sub Lessee and all other persons claiming under him shall ensure that the Dwelling Unit as kept in good shape and repairs and that no substantial/material damages are caused to the Unit or the sanitary works therein.
  - (c) That the Sub Lessee will permit the officers and subordinates of the Lessor, Lessee and or of the Maintenance Agency from time to time and

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Mahagun Realtors Pvt. Ltd.

FOR MAHAGUN BEALTORS PVT. LID. FOR C

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at all reasonable times of the day during the term of the lease to enter into and upon the building/Dwelling Unit in order to inspect the same and carry out necessary works.

- (d) That the Sub Lessee shall insure the Dwelling Unit/Building comprehensively either singly or collectively with other Sub Lessee and keep the insurance current at all times. The Sub Lessee shall be bound in this respect to the terms of the maintenance agreement with the Maintenance Agency.
- (e) The Sub-lessee shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except at a place specified for the purpose by the Lessor in the architectural controls.
- 08. That the Lessee have provided certain recreational facilities for the common use of the occupants of the complex. The Sub-Lessee shall be entitled to use the same and shall at all times abide by the rules/regulations framed by the Lessee for the use of such facilities.
- O9. That a single point electricity connection for the entire complex has been provided by U.P. Power Corporation Ltd. An electricity connection and consumption meter for the recording of electricity consumption has been provided for the demised Dwelling Unit. The Sub Lessee shall pay the electricity consumption charges, other charges, security deposit etc timely and regularly as per bills to be received from the Lessee/Maintenance Agency.
- 10.(a) That further transfer/sub-lease of the Unit shall be governed by the transfer policy of the Lessor. Any subsequent transfer, sale, assignment, or otherwise parting with the dwelling unit by the Sub Lessee shall attract

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For Chowdhary Overseas Ltd.

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payment of the then prevailing transfer charges, and no objection certificate from the lessee.

In addition to whatsoever other amount may be payable to the Lessor, the decision of the Lessor in respect of transfer permission & transfer charges will be final and binding upon the Sub Lessee.

- (b) That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub Lessee shall be entitled to sub-let the whole of the dwelling unit for the purpose of private dwelling for residential only.
- (c) That wherever the title of the Sub Lessee in the dwelling unit is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions contained herein and or as contained in the said Lease Deed and will be responsible in all respects thereof in so far as the same may be applicable or relate to the Land or the dwelling unit.
- (d) That in the event of death of the Sub Lessee the person on whom the title of the deceased devolves shall within three months of the devolution shall give notice of such devolution to the Lessor.
- 11. That the Sub-Lessee shall not mortgage the dwelling unit for the purpose of securing any loan at any stage except with the prior permission of the Lessor in writing as per the terms of the Lease. Provided that in the event of the sale or forfeiture of the mortgaged or charged property the Lessor shall be entitled to claim and recover the amount payable to the Lessor on account of the unearned increase in the value of the proportionate land as aforesaid. The amount of Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the land shall be final and binding upon all concerned parties.

For and On behalf of

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For Chowdhary Overseas Ltd. For MAHAGUN REALTORS PVT. LTD.

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- 12.(a) That the Sub Lessee shall not without the sanction and permission in writing of the Lessor erect any building, or make any alteration, temporary or permanent or subdivide or amalgamate the transferred dwelling unit and shall also not make any changes whatsoever in the elevations of the building.
  - (b) That the Sub lessee shall not in any manner whatsoever encroach upon the common land, areas, facilities and services etc. All unauthorized encroachments made shall be removed at the cost of the Sub Lessee.
  - (c) That the Sub Lessee shall Park his vehicle at the open/covered space allotted for the purpose and no where else within the complex. Visitors to the Sub Lessee shall park their vehicles outside the complex.
- 13.(a) That the Sub Lessee of Ground Floor Unit in the Complex will be entitled to the use of the front sit outs and rear sit outs area earmarked for such units, for the limited purpose of keeping the same as green. However, the nominees/staff/workmen of the Lessee shall have the rights to enter into or upon the sit out areas for the purposes of repairs, inspection, replacement of the service lines passing through the same.
  - (b) That Sub Lessee of Top Floor Unit shall not have any exclusive rights of use of the terrace above his Unit but all the Sub Lessee of the building shall have right to install water storage tanks, T.V. Antenna etc. and to visit the terrace during reasonable hours of the day for the purpose of inspection and repairs to the water storage tanks etc. No construction, temporary or permanent, is permitted upon the terrace or any part thereof.
- 14.(a) The Chief Executive Officer/Chairman of the Lessor reserve the rights to make such addition alteration or modification in terms and conditions of this Deed from time to time as one may consider just and reasonable.

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For MAHAGUN REALTORS PVT. LTD.

> (LESSEE) Authorised Signatory

(SUB-LESSEE)

For Chowdhery Overseas Ltd

- (b) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer/Chairman of the Lessor shall be final and binding on both the Sub Lessee & Lessee.
- That all power exercisable by the Lessor under this Deed may be exercised by the Chairman/Chief Executive Officer of the Lessor. The Lessor may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chairman/Chief Executive Officer shall include the Chief Executive Office for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chairman/Chief Executive Officer.
- 15. That the Lessee/Sub-Lessee shall on the expiry of the sublease of the land, peacefully hand over said land unto the Lessor after the Sub Lessee removing the superstructure of the Unit within the stipulated period.
- 16. The Lessor has reserved the right to all mine and minerals, coals, oils, quarries, etc. in, over, or under the Land in terms of the Lease. The Sub-Lessee agrees to abide by the terms of the Lease in this regard.
- 17.(a) In case of any breach of the terms and conditions of this Deed by the Sub Lessee the Lessor will have the right to re-enter upon the demised dwelling unit after determining the sub lease, on re-entry of the demised dwelling unit, if any structure is build un-authorisedly by the Sub-Lessee the Lessor will remove the same at the expense and cost of the Sub Lessee. On re-entry of the demised dwelling unit the Lessor may reallot the same to any other person.
  - That if the Sub Lessee is found to have obtained the sub-lease of the dwelling unit by any misrepresentation/mis-statement or fraud this Deed may be cancelled and the possession of the unit may be taken over by the Lessor and the Sub Lessee in such an event will not be entitled to claim any compensation in respect thereof.

NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

For MAHAGUN BEALTORS PVT. LTD.

(LESSEE)

**Authorised Signatory** 

For Chowdhory Overseas Lts Sie Fail 75

(SUB-DESSEE)d

## Schedule-I

Dwelling Unit No. 912 on 9th Floor in the Complex known as "Mahagun Maestro" constructed upon Plot No. 21A, Block- F, Sector-50, Noida having Super Area of 2250.00 SQFT or 209.03 SQ.MTR. & Terrace area of 890.00 SQ.FT. or 82.63 SQ.FT. Comprising of Living Room, Dinning Room, Master Bed+2 Bedrooms, Den Room, Pooja/Store Room, Three Toilets, Kitchen, Servant Room with Toilet & with Balconies & Terrace together with proportionate undivided impartiable interest in land on sub-lease basis, and usage rights for One Open Car parking.

Signed and delivered by Witnesses

A.P. Rwari Stoffini P.D. Rwari

For & on behalf of the Lessor

New Okhla Industrial Development Authority

Signed and delivered by

2. Y.K. Rajpost 4/0 Ch. v. P. Singh A-19, Scelor. 80

For and On behalf of Managon Otto Real Ports Put. Ltd.

Author SSPS gnatory

For Chawdhary Overseas Itd. Sub-Lassee sed Sign

For and On behalf of

Mahagun Realtors Pvt. Ltd.

For MAHAGUN REALTORS PVT. LTD. For Chowdhory Overseas Ltd.

NOIDA (LESSOR)

(LESSEE) **Authorised Signatory**  (SUB-LESSEE) DIST

आज दिनांक <u>05/09/2008</u> को बही सं <u>1</u> जिल्द सं <u>1298</u> पृष्ठ सं <u>629</u> से <u>798</u> पर कमांक <u>3066</u> रजिस्ट्रीकृत किया गया ।

Authorised Signatory

K.K.MISHAA उप निबन्धक (प्रथम)

नोएडा 5/9/2008

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- 18. That all notices, orders and other documents required under the terms of the sub-lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) Act 1974 (U.P. Act No. 30 of 1974). The rules and regulations of U.P. Flats Ownership Act 1975 shall be applicable on the Lessee/sub-Lessee.
- 19. That all clauses of the Lease Deed dated 31<sup>st</sup> May 2005 executed by the Lessor in favour of the Lessee shall be applicable to this Deed. In case of any repugnancies of any provision of the Lease Deed and this Deed the provisions of the Lease Deed shall prevail.
- That the Stamp duty, registration charges and other incidental charges required for execution and registration of this deed have been borne by the Sub Lessee.
- That disputes, if any, arising with regards to this Deed shall be subject to the jurisdiction of the civil courts at Gautam Budh Nagar or the High Court of Judicature at Allahabad.
- 22. The Lessor shall entitled to recover all dues payable to it under the deed by the lessee/sub-lessee as arrears of land revenue without prejudice to its other right under any other law for the time being enforce.

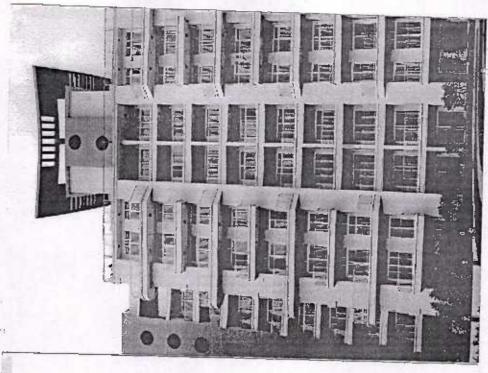
NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd. For Chowdhary Overseas Ltd. For MAHAGUN REALTORS PVT. LTD.

(LESSEE)

Authorised Signatory







NOIDA (LESSOR)

Mahagun Realtors Pvt. Ltd.

LESSEE)

For Chowdhary Overseas Ltd.

(SUBLESSEE)

