



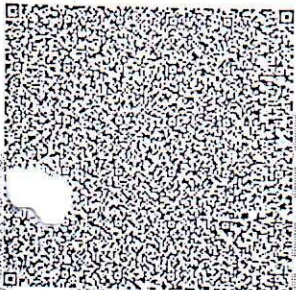
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



ificate No. : IN-UP00403472103873M
ificate Issued Date : 05-Jun-2014 03:33 PM
unt Reference : SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
ue Dcc. Reference : SUBIN-UPUPSHCIL0100479631403165M
hased by : MESSERS PRATEEK REALTORS INDIA PVT LTD
ription of Document : Article 23 Conveyance
y Description : PLOT NO. 4/BS-01, SIDDHARTH VIHAR GHAZIABAD
sideration Price (Rs.) : 379,53,04,952
(Three Hundred Seventy Nine Crore Fifty Three Lakh Four Thousand Nine Hundred And Fifty Two only)
: Party : UTTAR PRADESH AWAS AVAM VIKAS PARISHAD
ond Party : MESSERS PRATEEK REALTORS INDIA PVT LTD
np Duty Paid By : MESSERS PRATEEK REALTORS INDIA PVT LTD
np Duty Amount(Rs.) : 26,56,71,500
(Twenty Six Crore Fifty Six Lakh Seventy One Thousand Five Hundred only)



COPY COPY COPY

Please write or type below this line

UP HOUSING DEVELOPMENT BOARD LEASE AGGREMENT

This Lease Aggrement is mace on 20 day of June Year 14
Between Uttar Pradesh Avas Evam Vikas Parishad, a body corporate constituted
under section 3(1) of Uttar Pradesh Avas Evam Vikas Parishad adhiniyam,
1965 and having its Head Office at Lucknow through Housing Commissioner
(here in after callec the Lessor which expression shall unless the context does
not so admit include its successors and assigns) of one part

For Prateek Realtors India Pvt. Ltd.

0000034015

उप आवास आयुक्त



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

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of housing and improvement schemes.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the U.P. Housing and Development Board regulations 1982 and building plan approved by the lessor.

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

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

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

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

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

Cont.....3/-

For Prateek Realtors India Pvt. Ltd.

Authorised Signatory



संयुक्त आवास आयोग
उत्पन्न आवास एवं विकास परिषद
वरुन्धरा, गाजियाबाद

795,304,952.00

पट्टा विलेख

(90 वर्ष)

10,000.00

40

10,040.00

2,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
श्री प्रतीक रियलटर्स इण्डिया प्रा0लि0 द्वारा रतन मित्तल
पुत्र श्री स्व0 जय प्रकाश मित्तल

व्यवसाय नौकरी/व्यापार/ग्रहणी

निवासी स्थायी डी-157 से0-61 नोएडा गौ0बु0नगर

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 20/6/2014 समय 3:41PM
दजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक (पंचम)

गाजियाबाद

20/6/2014

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त
पट्टा दाता

पट्टा गृहीता

श्री ब्रजनेश शर्मा लिपिक
प्रतिनिधि एस बी सिंह उप आवास आयुक्त
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी/व्यापार/ग्रहणी



श्री प्रतीक रियलटर्स इण्डिया प्रा0लि0 द्वारा रतन
मित्तल
पुत्र श्री स्व0 जय प्रकाश मित्तल
पेशा नौकरी/व्यापार/ग्रहणी
निवासी डी-157 से0-61 नोएडा गौ0बु0नगर



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री नरेश शर्मा

पुत्र श्री गिर प्रसाद शर्मा

पेशा नौकरी/व्यापार/ग्रहणी

निवासी डी-962 गली नं0-11 अशोक नगर शाहदरा दिल्ली

व श्री नवीन कुमार

पुत्र श्री गंगावासी

पेशा नौकरी/व्यापार/ग्र

निवासी चतुर्हसील कम्पा0 गा वाद

ने दी।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

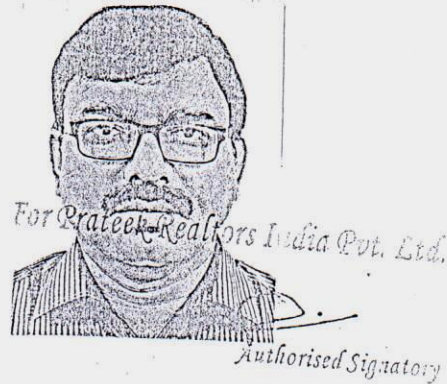


रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक (पंचम)

गाजियाबाद

20/6/2014



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

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

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

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

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

Payment of Premium

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

For Prateek Realtors India Pvt. Ltd.

Authorised Signatory

Cont.....4/-

उप आवास आयुक्त
प्रगति आवास एवं विकास परिषद
नक्सियाबाद

पट्टा दाता

Registration No.: 4118

Year: 2014

Book No.: 1

0101 ब्रजनेश शर्मा लिपिक प्रतिनिधि एस वी सिंह उप आवास आयुक्त



आवास विकास गा बाद

नौकरी/व्यापार/ग्रहणी



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

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

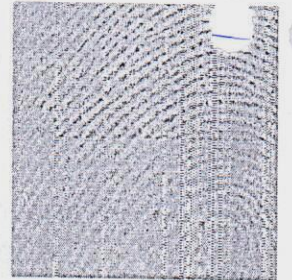
पट्टा गृहीता

Registration No. : 4118

Year : 2,014

Book No. : 1

0201 प्रतीक रियलटर्स इण्डिया प्रा०लि० द्वारा रतन भित्तल
स्व० जय प्रकाश भित्तल
डी-157 से०-61 नोएडा गौ०बु०नगर
नीलर्री/व्यापार/ग्रहणी



- 1.6 The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order. Premium referred to in this Lease Deed means total amount payable to the Lessor for the allotted plot.
- 1.7 All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee should ensure remittance on the previous working day.
- 1.8 The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
- 1.9 In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land as per Uttar Pradesh Avas Evam Vikas Parishad regulation (hereinafter referred to UPAVP regulation).
- 1.10 The period of default shall be rounded half yearly from the due date of payment of such installment but subject to maximum 3 (Three) such default shall be allowed after third default. Lessor shall have right to determine this LEASE and enter into demised premises: Provided that before determining this LEASE, Lessor shall provide opportunity of hearing to lessee by giving 15 days notice to the Lessee.

2.0 AREA

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

3.0 AS IS WHERE IS BASIS/LEASE PERIOD

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

For Prateek Realtors India Pvt. Ltd.

Authorised Signatory

Cont.....6/-

उप आवास आसुदा
उप आवास एवं विकास परिषद
बसुन्धरा, गाजियाबाद



4.0 POSSESSION

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

5.0 EXECUTION OF SALE DEED

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

6.0 INDEMNITY

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

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



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

7.0 DOCUMENTATION

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

8.0 NORMS OF DEVELOPMENT

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

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

9.0 CONSTRUCTION

- 9.1 The Lessee is required to submit building plan together with the layout plan showing the phases for execution of the Project for approval within 30 days from the date of possession and shall start construction within 3 months from the date of Sanction of plans. The Lessee shall be required to complete the construction of Project on Demised Premises as per approved layout plan and get the Completion certificate issued from Architecture and Planning Department of the UPAVP within a period of 5 years from the date of execution of this LEASE DEED. In case of plotted development, the final purchaser of plot shall have to obtain completion certificate from the Board within the period of 5 years from the date of execution of Sale deed.
- 9.2 Along with the layout plan the Detail Project Report (DPR) shall also be submitted by Lessee and DPR which shall include land use plan, specifications of infrastructure and services, plans, time table for implementation of Project in five years, financing of the project, property management and maintenance etc.

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



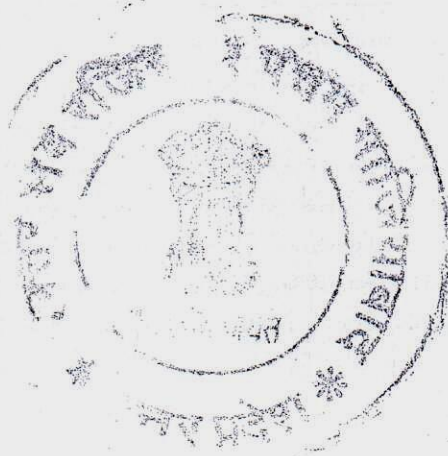
- 9.3 Approval shall be granted by lessor within 30 days once it is found in order and as per building bye laws.
- 9.4 A development agreement shall also be executed between Lessor and Lessee in which schedule of implementation, specification, and other conditions/ restrictions to ensure the quality of Internal development etc shall be included.
- 9.5 If any village abadi exists within the Project area, then all the public amenities shall be provided by the Lessee within the Abadi area .
- 9.6 The Lessee shall provide and construct 10% E.W.S and 10% L.I.G flats within the Project area and these flats shall be allotted to the benefeceries as per the provision of G.O No.- 3338/-08-1-11-80 vivid/ 2010 dated 26.11 2011 The selling cost shall also be fixed as per the provisions of G.O.'s
- 9.7 Within the Project area, provision for police station, fire station, dumping space, sewer treatment plant, police chowki, post office, telephone exchange rail booking counter etc. as per the provision of building bye law shall be made by Lessee Police station, fire station, police chowki plots along with construction shall be transferred to Lessor free of cost. while other plots can be dispose off as per norms to the concerning Department of Government of Uttar Pradesh.
- 9.8 One primary school plot and one primary health centre plot for Government Department shall also be provided by Lessee and shall be handed over free of cost to UPAVP.
- 9.9 All the peripheral external development works as may be required to be carried out up to the Demised Premises including construction of approach road, drains, culverts, electricity d strubution/transmission lines, water supply and sewerage will be provided by the Lessor / UPAVP.
- 9.10 Without prejudice to the Lessor's right of cancellation of this LEASE DEED the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under: For first year the penalty shall be 1% of the total premium.
For second year the penalty shall be 2% of the total premium
For third year the penalty shall be 3% of the total premium.
Extension for more than three years, normally will not be permitted.
- 9.11 In case the Lessee does not construct building within the time provided including extension granted, if any the LEASE DEED shall be liable to be cancelled and lessor shall have right to re-enter the Demised Premises and Lessee shall loose all rights to the Demised Premises and buildings appurtenant thereto.

उप आवास आयुक्त
उ०प्र० आवास एवं विकास परिषद
वसुन्धरा, गाजियाबाद

For Prateek Realtors India Pvt. Ltd.

Cont.....9/-

Authorized Signatory



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

10.0 MORTGAGE

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

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

- Sanction Letter of the Scheduled Bank Government Organization/ Financial Institution approved by the Reserve Bank of India.
- An affidavit on non judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).

Clearance of upto date dues of the Lessor. Lessor shall have the first charge on the plot towards payment of all dues of Lessor. Provided that in the event of foreclosure of the Demised premises shall be entitled to claim and recover such percentage, as decided by the Lessor, of the unearned increase in values of properties in respect of the market value of the said Demised Premises as first charge, having priority over the said mortgage charge. The decision of the Lessor's in respect of the market value of the said Demised Premises shall be final and binding on all the parties concerned.

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

For Praizeek Realtors India Pvt. Ltd. Cont.....10/-

उप आवास प्राप्ति
उप आवास एवं विकास परिषद्
बसुन्धरा, नाजियामाद

Authorized Signatory



11.0 TRANSFER OF PLOTS/ constructed apartment area.

Without obtaining the prior approval of Lessor the Lessee doesn't have the right (a) to sub-divide the Demised Premises into suitable smaller plots as per planning norms and to (b) transfer the same to the interested parties on payment of transfer charges @ 1% of allotment rate to the Lessor. However, individual flat/plot will be transferable with prior approval of the Lessor as per the following conditions:

- (i) The dues of Lessor towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before executing of Sale deed of the flat.
- (ii) Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.
- (iii) First sale/transfer of a flat/plot to an allottee shall be through Sublease-cum Sale Deed to be executed on the request of the Lessee to the Lessor in writing.

12.0 MISUSE, ADDITIONS, ALTERATIONS ETC.

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

12.2 The Lessee will not make, by any alteration or additions to the said building or other erections for the time being on the Demised Premises, erect or permit to erect any new building on the Demised Premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring, him to-do so, correct such deviation as aforesaid.

If the Lessee fails to correct such deviation within as pacified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying the Lessor such amounts as maybe fixed in that behalf.

13.0 LIABILITY TO PAY TAXES

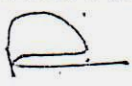
The Lessee shall be liable to pay all rates taxes, charges and assessment of every description imposed by UPAVP empowered in this behalf. in respect of the Demised Premises.



For Prateek Realtors India Pvt. Ltd.

Cont..... 11/-

उप आवास आयुक्त
उ००७० आवास एवं विकास परिषद
वसुन्धरा, गाजियामाद


Authorised Signatory



14.0 OVERRIDING POWER OVER DORMANT PROPERTIES

The Lessor reserves the right to all mines, minerals, coals, washing gold, earth, oil, quarries in on under the Demised Premises and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the flats or for the structure for the time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of Housing Commissioner of UPAVP on the amount of such compensation shall be final and binding on the Lessee.

15. MAINTENANCE

- 15.1 The Lessee shall have to plan a maintenance programme whereby the entire Demised Premises and buildings shall be kept:
- a). In a state of good condition to the satisfaction of the Lessor at all times.
- b) And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.
- 15.2 The Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the UPAVP framed/issued by the concerned authority from time to time
- 15.3 In case of non-compliance of terms and directions of this LEASE DEED, the Lessor shall have the right to impose such penalty as the Commissioner of Board may consider just and expedient.
- 15.4 The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services and if the buildings are not maintained properly, Executive Engineer or any officer authorized by Commissioner of UPAVP, will have the power to get the maintenance done through any other Agency and recover the amount so spent from the Lessee. The Lessee will be individually and severally liable for payment of the maintenance amount. The Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010 and rules and bye laws made thereunder shall be applicable on the Lessee and allottee. No objection to the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Housing Commissioner of UPAVP in this regard shall be final.

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

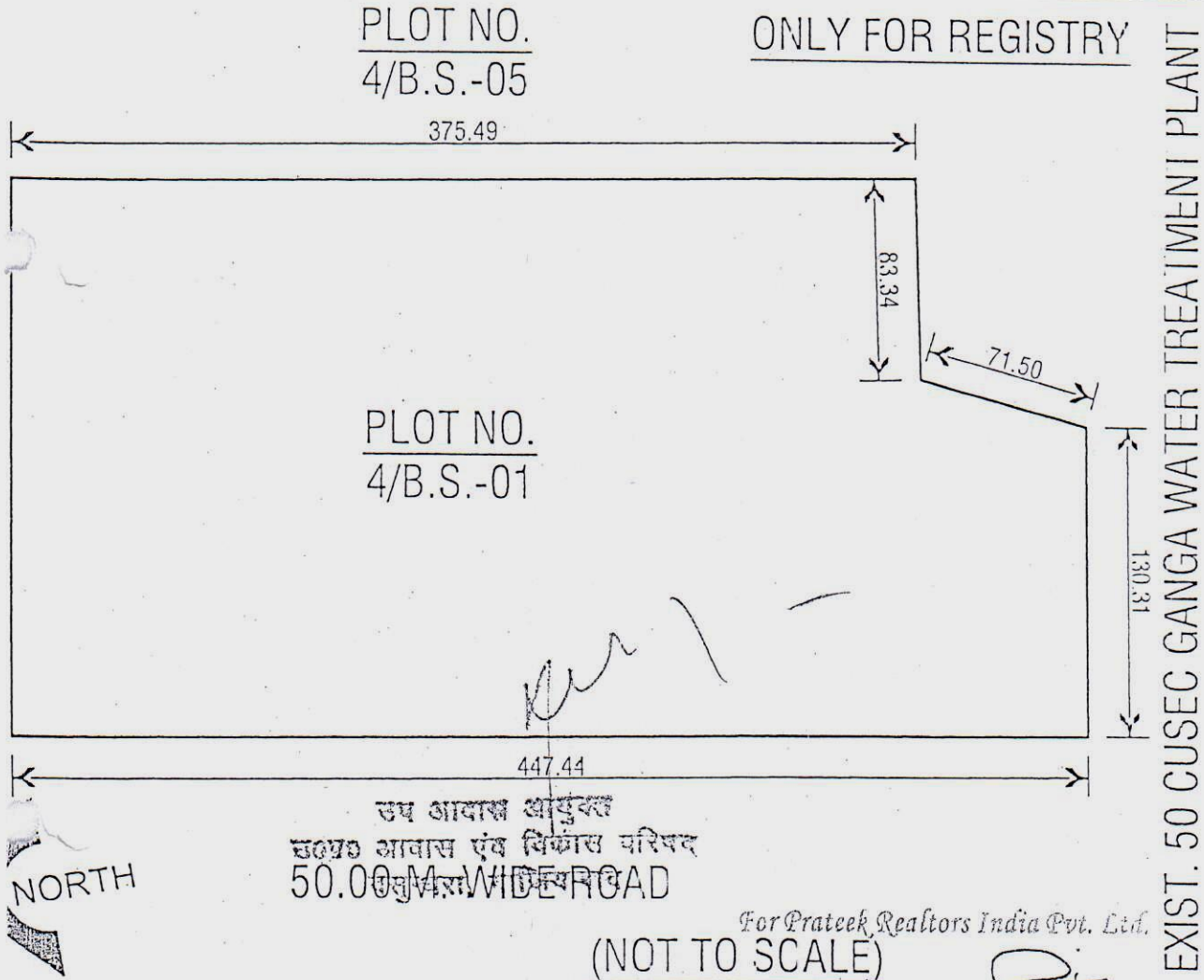
उप आवास आयोग
उप आवास एवं विकास परिषद्
वरुणेश, गोजियानाद


Authorized Signatory



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


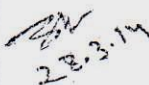

NAME OF ALLOTEE :- M/S PRATEEK REALTORS INDIA PVT. LTD.



ALL DIMENSIONS ARE IN METER.

17565.68 SQM.

SIGN. OF ALLOTEE

 D/M.	CHKD. BY -  28.3.14 J.E.	COUNTER SIGN. COUNTER SIGNATURE  28/3/14 ASSISTANT ENGINEER, C.D.-16 U.P. HOUSING & DEVELOPMENT DEPT., GZ. A.E.
--	--	--

OFFICE OF THE EXECUTIVE ENGINEER C.D.-16 U.P. AVAS



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

16.0 CANCELLATION OF LEASE DEED

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

17.0 OTHER CLAUSES

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

For Prateek Realtors India Pvt. Ltd.

उप आवास आयुक्त
उपग्रह आवास एवं विकास परिषद्
वसुधरा, गाजियाबाद

 Cont.....13/-
Authorized Signatory



- 7.3 If the Lessee commits any act of omission on the Demised Premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the Lessor shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of subsistence of nuisance.
- 7.4 Any dispute between the Lesser and Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Lucknow or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
- 7.5 The Lease Deed will be governed by the provisions of the Rules and regulations of UPAVP or directions issued.
- 7.6 Dwelling units flats shall be used for residential purpose only. In case of default, render the LEASE liable for cancellation and the Lessee will not be aid any compensation in this behalf.
- 17.7 Other buildings earmarked for community facilities cannot be used for purposes other than community requirements.
- 17.8 The Lessee shall not be allowed to assign or change his role, otherwise the Lease shall be entire money deposited shall be forfeited.
- 17.9 The Board in larger public interest may take back the possession by making payment at the prevailing rate.

उप आवास आरुक्ता
उपरो आवास एवं विकास परिषद्
बसुन्धरा, माजियाबाद

For Prateek Realtors India Pvt. Ltd.


Authorized Signatory

Cont.....14/-



SCHEDULE
(Description of Demised Premises)

Boundaries of the Property	Bulk Sale Property No-4/B.S.-01
	Area : 97565.68 Sqm
North: Plot No-4/B.S.-02	North : As Per
Scuth: Ganga water Treatment Plant	South : Site
East : 50.00M. Wide Road	East : Plan
West: Plot No. 4/B.S.-05	West : Attached

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

Witness No-1

1 Signature
2 Name
3 Address

Witness No-2

1 Signature
2 Name
3 Address

Witness No-1

1 Signature

2 Name

3 Address

Witness No-2

1 Signature

2 Name

3 Address

For and on behalf of Lessor

उप निवासी आयोग
(Deputy Housing Commissioner)
On Behalf of Deputy Housing Commissioner

For and on behalf of Lessee

For Prateek Realtors India Pvt. Ltd.

(Signature)

Authorised Signatory

NARESH SHARMA

D-962 Gali No-11
Ashok Nagar, Shikdara

S K Mittal

S.K. Mittal

B-1107, Prateek fedora
Sec- 61, Noida

आज दिनांक 20/06/2014 को

बही सं. 1 जिल्द सं. 4390

पृष्ठ सं. 367 से 396 पर क्रमांक 4118

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उप निबन्धक (पंचम)

गाजियाबाद

20/6/2014



PRADEEP GUPTA

ADVOCATE

COMPOUND, CHAZIABAD (U.P.)

93944 (M)-9810345181

OFFICE OF THE TREASURY
CHAZIABAD

23 JUN 2014

Chief Treasury Officer



RS. 100

ONE

HUNDRED RUPEES

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

CA 616570

CORRECTION DEED

BETWEEN

Uttar Pradesh Avas Evam Vikas Parishad (UPAVP), constituted under
Uttar Pradesh Avas Evam Vikas Parishad Act, 1965, Head Office is
situated at 104, Mahatma Gandhi Marg, Lucknow, hereinafter referred
to as the "Lessor" Its all work done through Housing Commissioner, of
the First Part;

For Prateek Realtors India Pvt. Ltd.

Authorised Signatory

उप आवास आयोग
उत्तर प्रदेश आवास एवं विकास परिषद
लखनऊ, महत्मा गान्धी मार्ग

क्रमांक 93 स्टाम्प विक्रय की तिथि 9-2-2014
अर्ज करने का प्रयोजन
कोश का नाम व पूरा पता

त. स. पं. 1-301
विक्रेता कुमार स्टाम्प विक्रेता
1. अ. नं. 135
1. वी. नवीनीकरण की अवधि 31-3-15
विक्रय करने का स्थान गौरीवाड 40-14
गौरीवाड, गाजियाबाद

श्री- एन.एस. सिन्हा द्वारा हस्ताक्षर
श्री- ए.एस. सिन्हा

तितम्मा

100.00 40 140.00 2,000

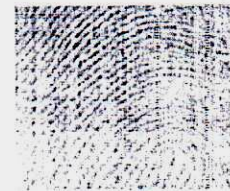
फरस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री प्रतीक रियलटर्स इण्डिया प्रा0लि0 द्वारा रतन मित्तल
पुत्र श्री त्व0 जय प्रकाश मित्तल

प्रवसाय नौकरी/व्यापार/ग्रहणी

निवासी स्थायी डी-157 सै0-61 नोएडा गौ0वु0नगर
अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 11/7/2014 समय 2:27PM
वर्ज निवन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निवन्धक (पंचम)

गाजियाबाद

11/7/2014

निष्पादन लेखपत्र वद युनने व समझने मजमून

प्रथम पक्ष

श्री शिशुपाल सिंह लिपिक
प्रतिनिधि एस वी सिंह उप आवास आयुक्त
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी/व्यापार/ग्रहणी

द्वितीय पक्ष

श्री प्रतीक रियलटर्स इण्डिया प्रा0लि0 द्वारा रतन मित्तल
पुत्र श्री त्व0 जय प्रकाश मित्तल
पेशा नौकरी/व्यापार/ग्रहणी
निवासी डी-157 सै0-61 नोएडा गौ0वु0नगर



ने निष्पादन स्वीकार किया।

निनकी पहचान श्री नरेश शर्मा

पुत्र श्री गिरप्रसाद शर्मा

पेशा नौकरी/व्यापार/ग्रहण

निवासी डी-962 गली पं0-11 अशोक नगर शाहदरा दिल्ली

व श्री नवीन कुमार

पुत्र श्री गंगावासी

पेशा नौकरी/व्यापार/ग्र

निवासी सै0सील कम्प0 गा वाद

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निवन्धक (पंचम)

गाजियाबाद

(2)

AND

M/s PRATEEK REALTORS INDIA PVT. LTD. a company within the meaning of companies Act. 1956, having its Corporate Office at Prateek Pro-Menage A-42, Setor-67, Noida (U.P.), through Authorised signatory Shri Ratan Mittal S/o Late Sh. Jai Prakash Mittal R/o D-157, Sector - 61, Noida, Gautambudh Nagar (U.P.), duly authorized by the Board of

For Prateek Realtors India Pvt. Ltd.



Authorised Signatory

उप आवास आयुक्त
उप आवास एवं विकास परिषद
वसुन्धरा, गौतम बुध नगर

प्रथम पक्ष

Registration No.: 4572

Year 2,014

Book No. : 1

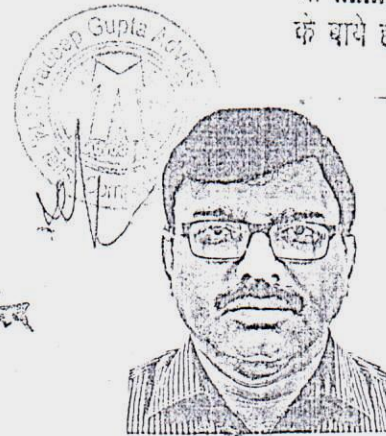
101 शिशुपाल सिंह लिपिक प्रतिनिधि एस वी सिंह उप आवास आयुक्त

आवास विकास गा बाद
नौकरी/व्यापार/ग्रहणी



श्री
के बाये हाथ की उंगलियों के चिन्ह

श्री
के बाये हाथ की उंगलियों के



(3)

Directors vice Resolution dated 01-04-2014 hereinafer referred to as the "Lessee", which expression shall, unless it be repugnant to the context or meaning thereto, means and includes it's successors-in-interests and assign, of the Other Part;

That the Lessor executed a lease deed with respect to Plot No. 04/BS-01, admeasuring 97565.68 Sq. Mtr. situated at Siddharth Vihar, Ghaziabad vide dated 20 June 2014 in favour of the Lessee which was

For Prateek Realtors India Pvt. Ltd.

Authorised Signatory

उप. आवास आगुदय
आवास एवं विकास परिषद्
पुनर्वास, गाजियाबाद



द्वितीय पक्ष

Registration No. : 4572

Year : 2,014

Book No. : 1

01 प्रतीक रियलटर्स इण्डिया प्रा0लि0 द्वारा रतन गित्तल
रच0 जय प्रकाश गित्तल
डी-157 सै0-61 नोएडा गौ0बु0नगर
नौकरी/व्यापार/ग्रहणी



(4)

registered in the office of Sub Registrar-5th in Bahi No.- 01, Jild No.- 4390 on pages 367 to 396 at No.- 4118 on 20-06-2014 .

In clause No.- 1.3 contained in the above said Lease Deed^{Agreement}, the term of lease has been mistakenly mentioned as five (5) years commencing from execution of the Lease Deed/Agreement/.



For Prateek Realtors India Pvt. Ltd.



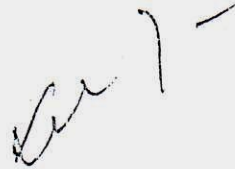
Authorised Signatory

उप निवासी प्रमुख
प्रमुख निवासी एवं निदेशक प्रमुख
प्रमुख, नवी नगर



(5)

The term of Lease is Ninety (90) years commencing from execution of the said Lease ^{Agreement} ~~Deed~~. Hence the said clause No.-1.3 is suitably amended by way of this correction deed hence the term of Lease in clause No.-1.3 of the said Lease ^{Agreement} ~~Deed~~ shall be read as Ninety (90) years and rest of the language of the clause shall remain as it is.



For Prateek Realtors India Pvt. Ltd.



Authorised Signatory

उप आचार्य आचार्य
रुद्र आचार्य एवं विद्या एनिल
महाराष्ट्र, महाराष्ट्र

गवाह :- श्री

नेहा कुमार

का फोटो



गवाह :- श्री

नील कुमार

का फोटो



(5)

The term of Lease is Ninety (90) years commencing from execution of the said Lease ^{Agreement} ~~Deed~~. Hence the said clause No.-1.3 is suitably amended by way of this correction deed hence the term of Lease in clause No.-1.3 of the said Lease ^{Agreement} ~~Deed~~ shall be read as Ninety (90) years and rest of the language of the clause shall remain as it is.

For Pradeep Reddy's India Pvt. Ltd.

