

9
BASELINE INFRA DEVELOPERS PVT. LTD.

Regd. Office: S-506, 2nd Floor, School Block, Shakarpur, New Delhi-110092
CIN: U70101DL2010PTC205656

Dated: 14th December, 2016

To,

The Principal Officer

Ace Infracity Developers Pvt Ltd

Plot No.01-B, Sector 126, Noida- 201303

Dear Sir,


POSSESSION LETTER

Group Housing plot, Plot No. GH01A/B(Alfa), Sector-107, NOIDA, measuring an area of 20,000 SQM has been transferred in favour of Ace Infracity Developers Pvt Ltd, a company having its registered office at Plot No.01-B, Sector 126, Noida- 201303 vide this letter.


The Sub-lease deed of the above said plot has been executed today through Shri Dushyant Malik, S/o Shri D. S. Malik, R/o 26, HIG Duplex, C. Nagar, Ghaziabad, as a Director.

Transferee is directed to take physical possession of the above plot as per the site plan of the Sub-lease deed dated 14th December 2016, within 3 days from the date of issue of this letter.

For Baseline Infracity Developers Pvt Ltd


Authorised Signatory





भाग I

| प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला |

उप निबन्धक (प्रथम) कम सं० 35820

नोएडा

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 14-Dec-2016

प्रस्तुतकर्ता या प्रार्थी का नाम मै० ACE Infracity Developers Pvt Ltd द्वा

लेख का प्रकार उप पट्टा विलेख

प्रतिफल की धनराशि 415,800.00 / 1,690,000.00

1. रजिस्ट्रीकरण शुल्क 20,000.00
2. प्रतिलिपिकरण शुल्क 140
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि
7. यात्रिक भत्ता

1 से 6 तक का योग 20,140.00

शुल्क वसूल करने का दिनांक 14-Dec-2016

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया 14-Dec-2016

SUB REGISTRAR-I
NOIDA (GATEWAY NAGAR)

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग I

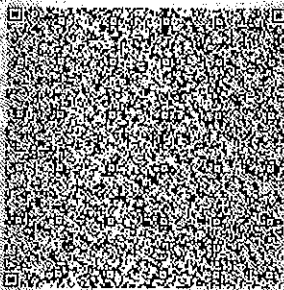
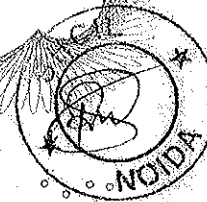


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

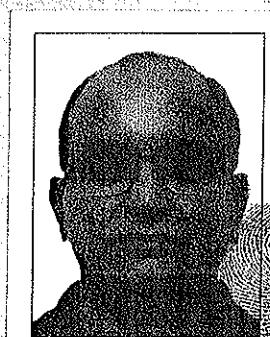
e-Stamp

Certificate No.	: IN-UP026898408870840
Certificate Issued Date	: 14 Dec 2016 12:52 PM
Account Reference	: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL01032288521207450
Purchased by	: MESSERS ACE INFRACITY DEVELOPERS PVT LTD
Description of Document	: Article 23 Conveyance
Property Description	: PLOT NO.GH-01A/B (ALFA), SECTOR-107, NOIDA
Consideration Price (Rs.)	:
First Party	: NOIDA AND MESSERS BASELINE INFRADEVELOPERS PVT LTD
Second Party	: MESSERS ACE INFRACITY DEVELOPERS PVT LTD
Stamp Duty Paid By	: MESSERS ACE INFRACITY DEVELOPERS PVT LTD
Stamp Duty Amount(Rs.)	: 8,45,00,000 (Eight Crore Forty Five Lakh only)



T-36650

Please write or type below this line



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com.
2. The responsibility of checking the authenticity is on the users of the certificate.

Baseline Infradevelopers Pvt Ltd

0005575739 PVT LTD

[Signature]

[Signature]



प्रमाणित
होता है कि
उत्तर प्रदेश सरकार
के द्वारा जारी किया गया है

SUB-LEASE DEED

VALUE AS PER CIRCLE RATE
STAMP DUTY PAID
AREA OF PLOT
PLOT NO.:

Rs.169,00,00,000/-
RS.8,45,00,000/-
20000 Sq. Mtrs.
GH-01A/B (ALFA), SECOR-
107, NOIDA, DISTRICT-GAUTAM
BUDH NAGAR, U.P.

THIS SUB LEASE DEED is made on 14th (Fourteenth) day of December, 2016 (Two Thousand And Sixteen),

BETWEEN

THE NEW OKHLA 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 referred as "**AUTHORITY**" OR "**LESSOR**"), which expression shall unless the context does not so admit include its successors and permitted assigns of the FIRST PART.

AND

M/s BASELINE INFRADEVELOPERS PRIVATE LIMITED, (CIN NO.U70101DL2010PTC205656 & PAN NO.AAECB1863D) a Company, within the meaning of Companies Act, 1956, having its registered office at S-506, IInd floor, School Block, Shakarpur Delhi-110092, through its authorized Signatory **Shri SATY NARAYAN PRASAD S/o Shri RAGHUNATH RAM**, R/o S-138/1, SCHOOL BLOCK, SHAKARPUR, DELHI-110092, duly authorized by its Board of Directors vide Resolution dated 17.11.2016, (hereafter referred as "**Lessee**"), which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the SECOND PART.

AND

M/S ACE INFRACITY DEVELOPERS PRIVATE LIMITED, (CIN NO.U70102UP2012PTC052254 PAN NO.AAKCA8693E) the company, duly incorporated under the provisions of Indian Companies Act, 1956 having its Registered & Corporate office Plot No.01-B, Sector-126, Noida, Uttar Pradesh, through its Director **Shri Dushyant Malik S/o Late Shri D. S. Malik**, R/o House No.26, H.I.G Duplex, Chander Nagar, Ghaziabad, U.P., duly authorized by its Board of Directors vide Resolution dated 07.12.2016, (hereafter referred as "**Sub-Lessee**") which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the THIRD PART.

WHEREAS:

A. By the Lease Deed executed on 31.03.2010 and registered in the office of the Sub-Registrar, Noida (hereinafter called the "**LEASE**") between the New Okhla Industrial Development Authority, a body corporate constituted under the

LESSOR

LESSEE

SUB-LESSEE

Auth. Sign

उप पट्टा विलेख (90 वर्ष)
 415,800,000.00 1,690,000,000.00 20,000.00 140 20,140.00 56

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग पृष्ठों की संख्या
 श्री मै0 ACE Infracity Developers Pvt Ltd द्वारा दुष्यन्त मलिक
 पुत्र श्री स्व0 डी एस मलिक
 व्यवसाय अन्य

निवासी स्थायी 26 एच आई जी डुप्लेक्स, चन्दर नगर, गा0बाद
 अस्थायी पता पेन AAKCA8693E

ने यह लेखपत्र इस कार्यालय में दिनांक 14/12/2016 समय 4:38PM
 बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

को0 को0 गंग सीमा
 नि0 लि0 नोएडा-1 उप निबन्धक (प्रथम)
 नोएडा
 14/12/2016

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

पट्टा दाता

श्री सचिन शर्मा
 प्रतिनिधि नोएडा विकास प्रा0 दीप चन्द
 पुत्र श्री
 पुत्र/पत्नी श्री पेशा अन्य

पट्टा गृहीता

श्री मै0 ACE Infracity Developers Pvt Ltd
 द्वारा दुष्यन्त मलिक
 पुत्र श्री स्व0 डी एस मलिक
 पेशा अन्य
 निवासी 26 एच आई जी डुप्लेक्स, चन्दर नगर,
 गा0बाद



श्री मै0 Baseline Infradevelopers Pvt Ltd
 द्वारा सत्य नारायण प्रसाद
 पुत्र श्री रघुनाथ राम
 पेशा अन्य
 निवासी एस-138/1 स्कूल ब्लॉक शंकरपुर दिल्ली



section 3, of the U.P. Industrial Development Act 1976 (U.P. Act No.6 of 1976), (hereinafter called the Lessor/hereinafter called the Party of the First Part) and M/s Hacienda Projects Pvt. Ltd. The Lessor has demised on Leasehold basis, the Group Housing Plot Bearing No.GH-01/A, Sector-107, Noida, U.P., admeasuring 127941.95 Sq. Mtrs. and more fully described in the Schedule hereunto for 90 Years commencing from 31.03.2010. The Land has been demised for the purposes of constructing residential units for the registrants of the Sub-Lessee, on the terms and conditions as specified in the said subsequent. Lease Deed was registered with the Sub-Registrar, Noida Vide Book No.I, Volume No.1755, Page No.163 to 524, Document No.1336, dated 01.04.2010.

B. **AND WHEREAS** the Lessor approved the sub-division of Group Housing Plot Bearing No.GH-01/A, Sector-107, Noida, U.P., (admeasuring 127941.95 Sq. Mtrs.) on the request of M/s Hacienda Projects Pvt. Ltd., as GH-01/A (ALPHA), Sector-107, Noida, U.P., in the name of M/s Baseline Infra Developers Pvt. Ltd. (100% owned subsidiary company of M/s Hacienda Projects Pvt. Ltd.(admeasuring to 60000 Sq. Mtrs.) and Group Housing Plot No.GH-01/A(BETA), Sector-107,(admeasuring 67941.95 S. Mtrs.) in the name and status of M/s Hacienda Projects Pvt. Ltd., in accordance with the order No.NOIDA/AUDYOGIK/2009/2317, dated 15.06.2010 issued on consequent to the decision of the Authority taken in its 161st Board Meeting held on 28.05.2009, on the terms and conditions of the brochure of the Scheme, to develop and marketing the project on demarcated Plot No.GH-01/A(ALPHA), Sector-107, Noida, measuring 60000 Sq. Mtrs., Vide letter No.NOIDA/GHP/GH-2010(I)/2011/1698, dated 03.01.2011.

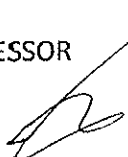
C. **AND WHEREAS** M/s Hacienda Projects Pvt. Ltd. is a Special Purpose Company comprising of:



S. No.	NAME OF MEMBERS/SHARE HOLDER	OF %AGE OF SHAREHOLDING	STATUS
1	M/S PEBBLES INFOSOFTECH PVT. LTD.	50.00%	LEAD MEMBER
2	M/S HORIZON CREST INDIA REAL ESTATE	48.68%	RELEVANT MEMBER
3	M/S TWILZON LIMITED	1.32%	MEMBER

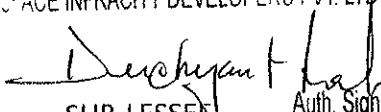
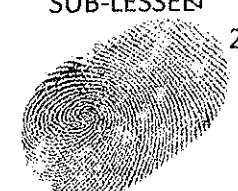
D. **AND WHEREAS** M/s Baseline Infra Developers Pvt. Ltd. is 100% owned subsidiary company of M/s Hacienda Projects Pvt. Ltd. comprising of:

S. No.	NAME OF MEMBERS/SHARE HOLDER	OF %AGE OF SHAREHOLDING
1	M/S HACIENDA PROJECTS PVT. LTD.	99.99%
2	MR. NIRMAL SINGH (AS A NOMINEE OF M/S HACIENDA PROJECTS PVT. LTD.)	00.01%

LESSOR



Baseline Infra Developers Pvt. Ltd.

 LESSEE


Baseline Infra Developers Pvt. Ltd.

 SUB-LESSEE
 Auth. Sign.
 2

ने निष्पादन स्वीकार किया ।

जिनकी पहचान ब्रज पाल

जे राम

18/3

पेशा अन्य

निवासी गाम तिगरी जिला बागपत यू0 पी0

व विशाल कुमार *Vishal Kumar*
ओर के गोयल

पेशा अन्य

निवासी तिबरा रोड, गोयल इलेक्ट्रॉनिक्स, भूपेन्द्रपुरी, मोदी नगर

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

18

क0 क0 गर्ग

[Signature]

नि0 लि0 नोएडा-1 उप निबन्धक (प्रथम)

नोएडा

14/12/2016



And it has been represented to the Lessor that the Special Purpose Company members have agreed amongst themselves that M/S PEBBLES INFOSOFTECH PVT. LTD., having its Registered office at C-23, Greater Kailash Enclave, Part-I, New Delhi-110048, shall remain always be the Lead member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the temporary occupancy/completion certificate of atleast one Phase of the Project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to transfer/Sell upto 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" shall continue to hold atleast 51.00% of the shareholding and the "Lead Member", shall remain unchanged till the temporary occupancy/completion certificate of atleast one phase of the project is obtained from the Lessor.

E. AND WHEREAS the Sub-Lease Deed is executed between New Okhla Industrial Development Authority, M/s Hacienda Projects Pvt. Ltd. and M/s Baseline Infra Developers Pvt. Ltd., wherein the Plot No.GH-01/A(ALPHA) admeasuring 60000 Sq. Mtrs. has been demised in favour of M/s Baseline Infra Developers Pvt. Ltd., vide Sub-Lease Deed dated 13.01.2011 duly registered on 13.01.2011 with the Sub-Registrar-I, Noida, Uttar Pradesh, which was registered in Book No.1, Jild No.2113 from page 67 to 108 Document No. 186, for a period of 90 years from 31.03.2010, in favour of the Lessee (hereinafter referred to as the Sub-Lease Deed).

F. AND WHEREAS the Lessor approved the further sub-division of Group Housing Plot Bearing No. GH-01/A(ALPHA), Sector-107, Noida, U.P., (admeasuring 60000 Sq. Mtrs.) on the request of M/s Baseline Infra Developers Pvt. Ltd. as GH-01/A/B(ALPHA), Sector-107, in the name of M/s Ace Infracity Developers Pvt. Ltd. (admeasuring to 20000 Sq. Mtrs.) to develop and marketing the project on demarcated Plot No.GH-01/A/B(ALPHA), Sector-107, Noida measuring 20000 Sq. Mtrs., Vide its letter No.NOIDA/GROUPHOUSING/2016/3162, dated 30.11.2016.

NOW THIS SUB-LEASE DEED IS WITNESSETH AS FOLLOWS:-

1. That in consideration of the total premium 41,58,00,000/- (Rupees forty one crores fifty eight lacs only) the sub-lessee has paid 10% of the above amount that is Rs. 4,15,80,000/- (Rupees Four crores fifteen lacs eighty thousand only), the receipt of which the lessor has already acknowledged. That on the request of Baseline Infra Developers Pvt. Ltd. the Lessor has allowed distribution of the out standing dues in three equal parts and M/s ACE INFRACITY DEVELOPERS PVT. LTD. has agreed to deposit their part of liability. That Baseline Infra Developers Pvt. Ltd. has indemnified the Lessor that in the event of failure to deposit the liability by M/s ACE INFRACITY DEVELOPERS PVT. LTD., Baseline Infra Developers Pvt. Ltd. will deposit liability of M/s ACE INFRACITY DEVELOPERS PVT. LTD. The detailed payment scheduled will be sent separately, which will form part of this Lease Deed.

LESSOR

Baseline Infra Developers Pvt. Ltd.

Director/ Auth. Sign
LESSEE



ACE INFRACITY DEVELOPERS PVT. LTD.

Director/ Auth. Sign
SUB-LESSEE



पट्टा दाता

Registration No.: 15776

Year : 2,016

Book No. : 1

0101 सचिन शर्मा प्रतिनिधि नोएडा विकास प्रा0 दीप चन्द

नोएडा

अन्य

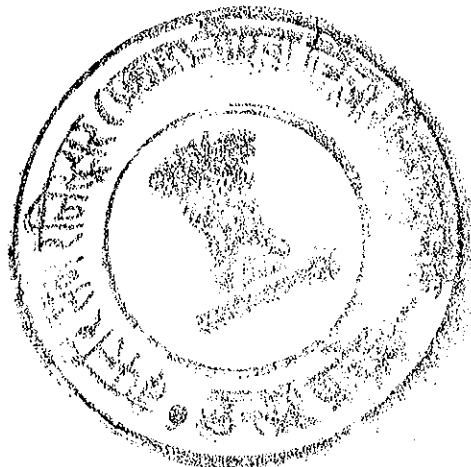


0102 मै0 Baseline Infradevelopers Pvt Ltd द्वारा सत्य नार

रघुनाथ राम

एस-138/1 स्कूल ब्लॉक शकरपुर दिल्ली

अन्य



2. In case of default in depositing the installments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
3. All payment should be made through demand drafts/ pay orders drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida. The Sub Lessee should clearly indicate its name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.
4. Premium referred to in this document means total amount payable to the Lessor for the allotted plot.
5. All payments should be remitted by due date. In case the due date is a bank holiday then the Sub-Lessee should ensure remittance on the previous working day.
6. The payment made by the Sub-Lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium and the lease rent payable.
7. 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.
8. The amount deposited by the Lessee/Sub-Lessee will be first adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the Sub-Lessee contrary to this will be entertained.

A. EXTENSION OF TIME

1. Extension of time, normally, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
2. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenant provisions and agreement herein contained and on the part of the Lessee too be respectively paid observed and performed, the Lessor doth hereby demise on Lease to the Sub-Lessee that Plot of Land numbered as Group Housing Plot No.GH-01A/B (ALPHA), Sector-107, in the Noida, Distt. Gautam Budh Nagar, (U.P.), contained by the measurement 20000 Sq. Mtrs. be the same a little more or less and bounded as:

On the North by	:	As Per site
On the South by	:	As Per site
On the East by	:	As Per site
On the West by	:	As Per site

INFRA-CITY DEVELOPERS PVT. LTD.

LESSOR

INFRA-CITY DEVELOPERS PVT. LTD.

LESSEE

SUB-LESSEE

Auth. Sign.

पट्टा गृहीता

Registration No. : 15776

Year : 2,016

Book No. : 1

0201 मे0 ACE Infracity Developers Pvt Ltd द्वारा सुपन्न म

स्व0 डी एस मलिक

26 एच आई जी डुप्लेक्स, चन्दर नगर, गा0बाद

अन्य



And the said Plot is more clearly delineated and shown in the attached plan and therein marked red. 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 31.03.2010, except and always reserving to the Lessor.

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

B. AND THE LESSEE/SUB-LESSEE DOTH HEREBY DECLARE AND COVENANTS 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 of **MARCH** for each year the yearly lease rent indicated below:
 - i. The Lessee has paid Rs. 41,58,000/-, as Lease Rent being 1% of the Plot Premium for the First Year of Lease Period.
 - ii. The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
 - 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. Delay in payment of the advance lease rent will be subject to interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.
 - v. The Sub Lessee has an option to pay lease rent equivalent to 11 years, being 1% of the total premium of the plot per year as a "One Time Lease Rent" unless the Authority decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the

LESSOR

LESSEE

SUB-LESSEE

Auth. Sign.

गवाह

Registration No.: 15776

Year : 2016

Book No. : 1

W1 ब्रज पाल *Braj*

जे राम

गाम तिगरी जिला बागपत यू0 पी0

अन्य



W2 विशाल कुमार *Vishal Kumar*

आर के गोयल

तिबरा रोड, गोयल इलेक्ट्रॉनिक्स, भूपेन्द्रपुरी, मोदी नगर गा0बाद

अन्य



balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

- b. The Lessee/Sub-Lessee jointly or severally shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/Sub-Lessee to pay proportional charges for the allotted areas.
- c. The Sub-Lessee shall use the allotted plot for construction of Group Housing. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks, etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the Lessor. Further transfer/Sub-Lease shall be governed by the transfer policy of the Lessor.
 - i. Such allottee/Sub-Lessee should be citizen of India and competent to contract.
 - ii. Husband/Wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
 - iii. The permission for part transfer of plot shall not be granted under any circumstances. The Sub-Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the Sub Lease Deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The Sub-Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

LESSOR

LESSEE

SUB-LESSEE

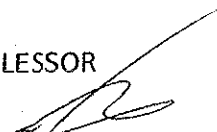
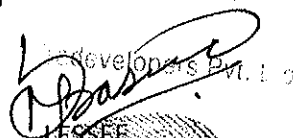
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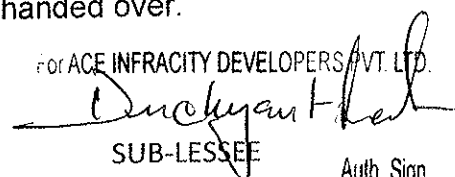
The permission to transfer the plot/flat the built up space will be granted subject to execution of tripartite Sub-Lease deed which shall be executed in a form and format as prescribed by the lessor on the fulfillment of the following conditions:

- a. The Sub-Lease Deed of Plot has been executed and the Sub-Lessee has made the payment, according to the payment schedule specified in the Sub-Lease deed of the plot, and one time lease rent.
- b. Every sale done by the Sub-Lessee shall have to be registered before the physical possession of the Property is handed over.
- c. The Sub-Lessee has obtained building occupancy certificate from Building Cell, (NOIDA).
- d. The Sub-Lease shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e. The Sub-Lessee shall have to execute tripartite Sub-Lease in favour of the final purchasers for the developed flats/plots in the form and format as prescribed by the Lessor.
- f. The Sub-Lessee undertakes to put to use the premises for the residential use only.
- g. The Sub-Lessee shall pay Rs.1000/- towards Processing fees and Proportionate (Pro-rate basis) transfer charges and Lease rent as applicable at the time of transfer and shall also execute sub-lease deed between Lessor, Sub-Lessee and Proposed transferee (Sub-Lessee). The lessee/Sub-Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessor as well as the lessee shall have to follow rules and regulations prescribed in respect of the lease hold properties and shall have to pay the charges as per rules of the Lessor/government of U.P.
- h. The Transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of flat in favour of 1st Sub-Lessee shall be allowed without any transfer charges but Sub-Lease deed will be executed between the lessor, Sub-Lessee and the final purchaser/final allottee. However, a processing fee of Rs. 1000/- will be payable at the time of transfer/execution of Sub-Lease deed. The physical possession of dwelling unit/flat/plot will be permitted or to be given after execution of tripartite Sub-Lease deed.
- i. Every Transfer done by the Sub-Lessee shall have to be registered before the physical possession of the flat/plot is handed over.

LESSOR


FOR ACE INFRA CITY DEVELOPERS PVT. LTD.

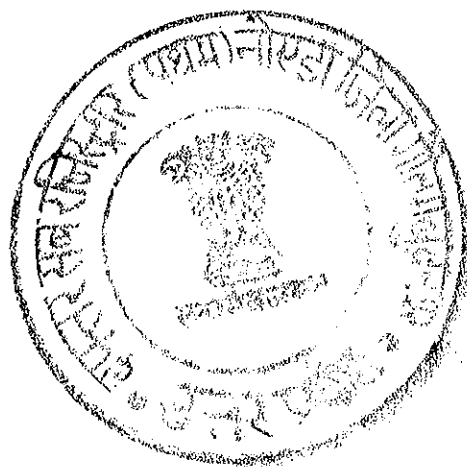


SUB-LESSEE

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Auth. Sign.





- j. Without obtaining the completion certificate, the sub-Lessee shall have option upto 31.03.2010 to divide the allotted plot and to sub-lease of transfer charges @2% of allotment rate. However, the area of such sub-divided plot should not be less than 20000 Sq. Mtrs.
- k. Rs.1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

C. NORMS OF DEVELOPMENT

- a. The Sub-Lessee is allowed to develop the Sub-Lease plot/construct the flats subject to achieving the density with the following norms.

Maximum permissible ground coverage	40%
Maximum Permissible FAR	2.75
Set backs	As per Building Bye-Laws
Maximum Height	No Limit

- b. The Ground coverage, FAR, Set Back, Height, Green area and Parking shall be allowed as per terms and conditions of brochure/allotment/lease deed and the Building Regulation and Bye Laws of the Noida.

D. CONSTRUCTION

1. The Sub-Lessee is required to submit building plan together with the detailed lay-out plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start land development, and internal development within 12 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The Sub-Lessee shall be required to complete the construction of group housing pockets on Sub-Leased plot as per approved layout plan and get the certificate issued from Building Cell Department of the Authority in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The lessee/ Sub-Lessee shall be required to complete the construction of minimum 15% per cent 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 NOIDA within a period of three years from the date of execution of the lease deed/Sub-Lease Deed.
2. The Sub-Lessee shall make the Provisions for the development of community facilities such as school, dispensary, milk booth, community centre, electric sub-station, water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building-Laws of the Noida.
3. All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may

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Developers Pvt. Ltd.
LESSEE
Director/ Auth. Sign.

OF ACE INFRA CITY DEVELOPERS PVT. LTD.
SUB-LESSEE
Auth. Sign.



be required to connect these services with the internal system of services of plot shall be incurred by the Lessee/Sub-Lessee.

4. Without prejudice to the Lessor right of cancellation, the extension of time for the completion of the Project, can be extended for a maximum period of another three years only with penalty as under:

- For first year the penalty shall be 4% of the total premium of the Plot.
- For second year the penalty shall be 5% of the total premium of the Plot.
- For third year the penalty shall be 6% of the total premium of the Plot.

Extension for more than three years, normally will not be permitted.

5. In case the lessee/ Sub-Lessee does not construct building within the time provided including extension granted, if any, the allotment/ lease/ Sub-Lease deed as the case may be, shall be liable to be cancelled. Lessee/ Sub-Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. The Sub-Lessee(s) may implement the project in maximum five phases and the occupancy certificate/ completion certificate shall be issued by the Lessor phase wise accordingly, enabling them to do phase-wise marketing.

E. 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/Govt. organization/financial institution approved by the Reserve Bank of India for the Purpose of raising resources, for construction on the allotted plot. The Lessee/Sub-Lessee(s) should have valid time period for construction as per terms of the Lease Deed/Sub-Lease Deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and Lease rent.


The Sub-Lessee(s) will submit the following documents:

- a. Sanction Letter of the Scheduled bank/Govt. organization/financial institution approved by the Government of India.
- b. An affidavit on Non-Judicial Stamp Paper of Rs.10/- duly notarized stating that there is no unauthorized construction and commercial activities on the residential Area (Group Housing).
- c. Clearance of upto date dues of the Lessor.

Lessor shall have the First charge on the plot towards payment of all dues of Lessor.

Provided that in the event of sale or foreclosure of the mortgaged/charged property the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties

LESSOR



Developers Pvt. Ltd.
LESSEE
Director/Auth. Sign.



SPACE INFRASTRUCTURE DEVELOPERS PVT. LTD.
SUB-LESSEE
Auth. Sign.





in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

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

F. TRANSFER OF PLOT

Without obtaining the completion certificate, the sub-Lessee shall have the right to divide the allotted plot into suitable smaller plots as per the planning norms of the L and to transfer same to the interested parties upto 31.03.2010 or till the extended date, if any, with the prior approval of the Lessor on payment of transfer charges @2% of allotment rate. However, the area of such sub-divided plot should not be less than 20000 Sq. Mtrs. However, individual flat will be transferable with prior approval of the Lessor as per the following conditions:

- i. The dues of the Lessor towards the cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed/Sub-Lease Deed before executing the Sub-Lease Deed of the flat.
- ii. The Lease Deed/Sub-Lease Deed has been duly executed.
- iii. Transfer of flat will be allowed only after obtaining temporary occupancy/completion certificate for the respective phase by the sub-Lessee.
- iv. The Sub-Lessee undertakes to put to use the premises for the residential use only.
- v. First Sale of Flat to an individual allottee shall be thorough Sub-Lease deed/Lease Deed to be executed on request of Lessee/Sub-Lessee to the Lessor in writing. 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 Lessor.
- vi. Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.
- vii. Every sale done by the Lessee shall have to be registered before the Physical Possession of the Property is handed over.

LESSOR

Grace Developers Pvt. Ltd.

Director/Auth. S.

LESSEE

GRACE INFRACITY DEVELOPERS PVT. LTD.

SUB-LESSEE



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DEPARTMENT OF AGRICULTURE
GOVERNMENT OF INDIA

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G. MISUSE, ADDITIONS, ALTERATIONS ETC.

The Sub-Lessee/Allottee shall not use flat for any purpose other than the residential purpose.

In case of violation of any of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with the structure(s) thereon, if any, shall be resumed by the Lessor.

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

If the Lessee/Sub-Lessee(s) fails to correct such deviation(s) within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee/Sub-Lessee who hereby agree to reimburse by paying to the Lessor such amounts as may be fixed in that behalf.

H. LIABILITY TO PAY TAXES

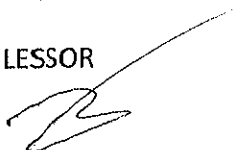
The Lessee/Sub-Lessee shall be liable to pay (on proportionate basis as per area of the said plot/land) all the rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

I. OVERRIDING POWER OVER DORMANT PROPERTIES

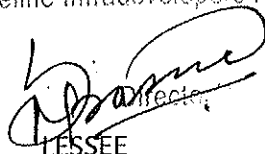
The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same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

J. MAINTENANCE

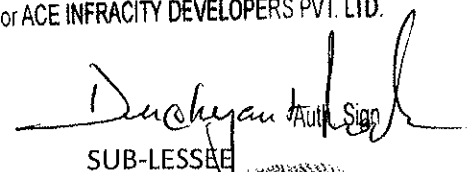
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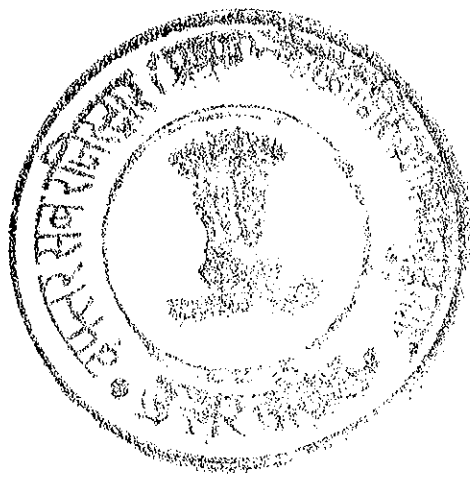


For Baseline Infradevelopers Pvt


LESSEE

For ACE INFRACITY DEVELOPERS PVT. LTD.


SUB-LESSEE



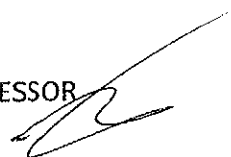
1. The Lessee/Sub-Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee/Sub-Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - a) in a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.
3. The Lessee/Sub-Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the NOIDA framed/ issued under section 8, 9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of Lessor, the Lessor shall have the right to impose such penalty as the Lessor may consider just and expedient.
5. The Sub-Lessee/Allottee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Lessor will have the power to get the maintenance done through any other Authority and recover the amount so spent from the Lessee/Sub-Lessee(s). The Lessee/Sub-Lessee(s) will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 & U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be applicable on the Sub-Lessee(s). No objection to the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Lessor in this regard shall be final.

K. CANCELLATION OF SUB-LEASE DEED


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/Sub-Lease allotment in the case of:

1. Allotment/lease being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the applicant/ allottee for breach/ violation of terms and conditions of registration/ allotment/ lease and/ or non-deposit of allotment amount.

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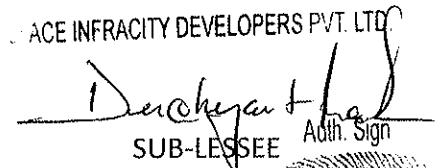
Baseline Infra Developers Pvt. Ltd.



LESSEE



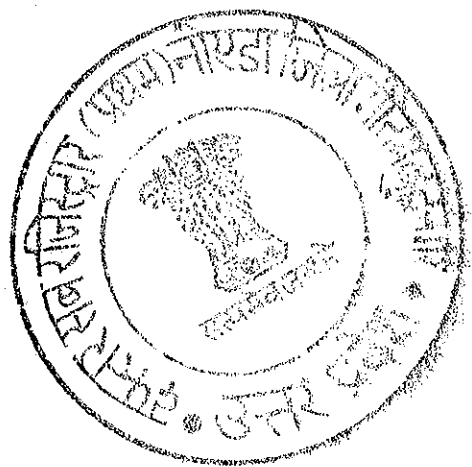
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SUB-LESSEE

Auth. Sign



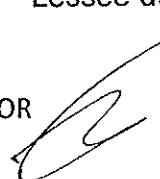
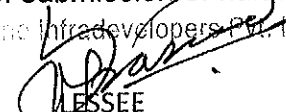


4. If at the same time of such cancellation, the plot is occupied by the Lessee/Sub-Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Sub-Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest and no separate notice shall be given in this regard.
5. If the allotment/lease is cancelled on the ground mentioned in Para N-1 above, the entire amount deposited by the Lessee/Sub-Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

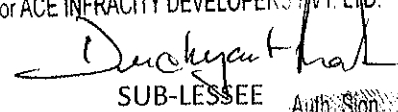
L. OTHER CLAUSES

1. The Authority/ Lessor reserves the right to make such additions/ alternations or modifications in the terms and conditions of allotment/ lease deed/ sub lease deed from time to time, as may be considered just and expedient and approved by the Lessor.
2. That the Sub-Lessee has sought exemption of stamp duty being 100% owned subsidiary company of the Lessee, in accordance with the G.O. o the subject and approved in the 161st Board Meeting held on 28.05.2009 of the Lessor and subsequently by an Order No.NOIDA/Audyogik/2009/2317, dated 15.06.2009. That in case of any adverse orders/remarks or impounding of documents i.e. Sub Lease Deed by the Registering Authority or any other Authority/Govt. all responsibilities and liabilities shall be of Sub-Lessee and without any responsibilities of the Lessor in this regard.
3. That in case of any adverse orders/remarks or impounding of documents i.e. Lease Deed by the Registering Authority or any other Authority/Govt. all responsibilities and liabilities shall be of Lessee.
4. In case of any clarification or interpretation regarding these terms and conditions, the decision of the Lessor shall be final and binding.
5. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or facilitate the Lessee/Sub-Lessee to undertake the activities in pursuance of executed Lease Deed/Sub-Lease deed, the deposits depending on the stages of payments will be refunded without any interest.
6. If the Lessee/Sub-Lessee(s) commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee/Sub-Lessee(s) to remove the nuisance within a reasonable period failing which the Lessor shall itself get the nuisance removed at the Lessee's/Sub-Lessee's cost and charge damages from the Lessee/Sub-Lessee during the period of submission of nuisance.

LESSOR


or ACE INFRA CITY DEVELOPERS PVT. LTD.



SUB-LESSEE

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7. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
8. The Lease Deed/Sub-Lease deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this Act.
9. The Lessor will monitor the implementation of the project. Tenderers who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
10. The Lessee/Sub-Lessee shall be liable to pay all taxes/ charges livable from time to time Lessor or any other authority duly empowered by them to levy the tax/ charges.
11. Dwelling units/flats shall be used for residential purpose only. In case of default, render the lease/sub-lease liable to cancellation and the Lessee/Sub-Lessee(s) will not be paid any compensation thereof.
12. Other buildings earmarked for community facilities cannot be used for purposes other than community requirements.
13. All arrears due to the Lessor/Lessee/Sub-Lessee would be recoverable as arrears of land revenue.
14. The Lessee/Sub-Lessee shall not be allowed to assign or change his role, otherwise the lease/sub-lease shall be cancelled and entire money deposited shall be forfeited.
15. The Lessor in larger public interest may take back the possession of the land/ building by making payment at a reasonable rate as decided by Lessor, whose decision in this regard shall be final and binding on the Lessee/Sub-Lessee(s).
16. In case the Lessor is not able to give possession of any plot or any part thereof in any circumstances, the deposited money against that part will be refunded to the Sub-Lessee without any interest.
17. All other remaining terms and conditions of the brochure of the Scheme and the Allotment Letter and the Lease Deed executed on 31.03.2010 between Lessor and M/s HACIENDA PROJECTS PRIVATE LIMITED will be applicable and binding upon the Lessee/Sub-Lessee.

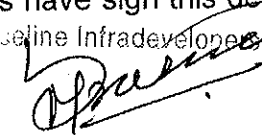
IN WITNESS WHEREOF the parties have sign this deed on the day and in the year herein first above written.

LESSOR



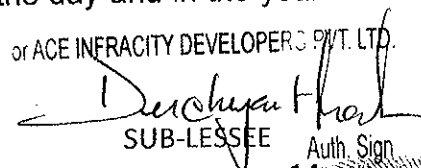
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LESSEE




or ACE INFRA CITY DEVELOPERS PVT. LTD.

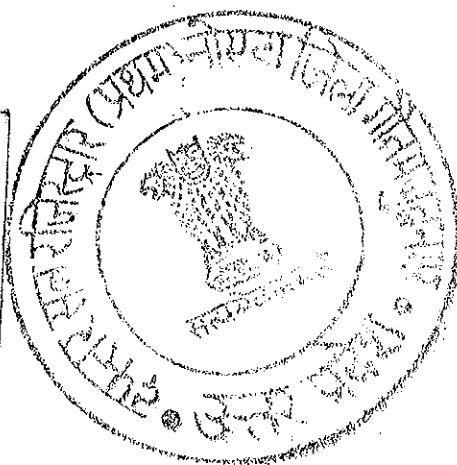
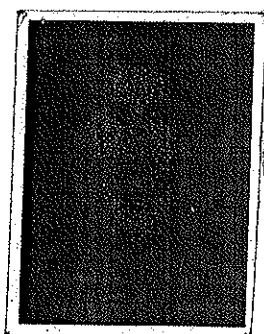
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Witnesses:

Signed and delivered
for and on behalf of LESSOR

1. BKS
BRASPAL
S/o J. RAM
PO TIBRI BANHPAT
DL No. B-1051/BPT/04

Baseline Infra Developers Pvt. Ltd.

For and on behalf of the LESSEE

2. Vishal Kumar

VISHAL KUMAR
S/O SH. R.K. GOEL,
TIBRA ROAD, GOEL ELECTRONICS,
BHUPENDRA PURI, MADINAGAR
U.P. 201204

For ACE INFRACITY DEVELOPERS PVT. LTD.

For and on behalf of the SUB LESSEE



LESSOR

Baseline Infra Developers Pvt. Ltd.

LESSEE Dillo

For ACE INFRACITY DEVELOPERS PVT. LTD.

SUB-LESSEE

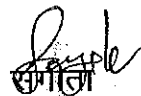
आज दिनांक 14/12/2016 को

बही सं. 1 जिल्द सं. 6845

पृष्ठ सं. 1 से 56 पर क्रमांक 15776

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


संगीत

उप निबन्धक (प्रथम)

नोएडा

14/12/2016

