NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY Main Administrative Building, Sector-VI, NOIDA-201301

M/s Sequel Buildcon Pvt. Ltd. C-23, Greater kailash, Part-I, New Delhi-110048.

Sub: Sub division of Sports City Plot No.SC-1/A1 Sector-79 and permission to sub-lease thereof.

Dear Sir,

Please refer to your letter dated 02-04-2014 regarding permission to sub divide the sports city plot No. SC-1/A1, Sector-79 in two parts (1. plot SC-01/A1- ALPHA, Sector-79, Noida measuring 30,000.00 Sq. mtr and plot No. SC-01/A1-BETA, Sector-79, Noida, measuring 20,000.00 Sq. Mtr) and also permit sub lease of sub divided plot No. SC-01/A1-BETA, Sector-79 in favour of your 100% subsidiary company M/s Pinnacle Superstructures Pvt. Ltd.

In this connection, I have been directed to inform you that on the basis of documents submitted by you, Authority is pleased to sub divide the above plot in 2 parts and also to grant permission to sub-lease of sub divided plot No. SC-01/A1-BETA, Sector-79 measuring 20.000 Sqm, in favour of your 100% subsidiary company M/s Pinnacle Superstructures Pvt. Ltd., in principle subject to submission of No Dues Certificate from Account Officer (commercial), in view of the terms and conditions of brochure of the scheme and lease deed. The other terms of allotment and lease shall remain the same.

Yours faithfully,

(L.P. Singh)

Assistant General Manager (Commercial)

सहायक महाप्रबन्धक

Copy to:-

- 1. C.A.P for information & necessary action. It may be noted that before sanctioning the maps/layout for integrated sports city, the terms and conditions of allotment/lease deed be strictly adhered to.
- 2. Accounts Officer (Commercial) for information and necessary action.

Assistant General Manager (Commercial)

PINNACLE SUPERSTRUCTURES PRIVATE LIMITED

Regd. Office: C-23, Greater Kallash Enclave-1, New Delhi-48 CIN – U70101DL2011PTC228497

Date: December 19, 2014

То

New Okhla Industrial Development Authority Main Administrative Building Sector-6, Noida- 201301

Reg: Submission of Sub-lease Deed pertaining to Plot No. SC-1/A1-Beta, Sector-79 admeasuring 20,000 sq. mtr.

Dear Sir,

This is with respect to the Scheme No. 2010-11 issued by the New Okhla Industrial Development Authority ("NOIDA Authority/Lessor") for the development of a sports city on in sector 78 and 79 in Noida ("Sports City"). In this regard the Noida Authority has allotted the land measuring approximately 50000 square meters on Plot No. SC-01/A1 in Sector 79, Noida ("Company Land") pursuant to lease deeds executed between the Noida Authority and Three C Green Developers Private Limited ("Lessee").

Reference is invited to your letter bearing No. NOIDA/ Commercial/ 2014/ 1530 dated 16.09.2014 regarding acceptance of sub-division of Sports City Plot No. SC-01/A1, Sector-79, Noida under Scheme No. 2010-11 (Sports City-II) by the Lessee into seven parts, to be developed at its own and to be developed by its Wholly Owned Subsidiary Companies.

Pursuant to your approval, the Lessee has executed a Sub-lease Deed dated 11.12.2014 for sub-lease of a portion of land bearing Plot No. SC-1/A1-Beta, admeasuring 20,000 sq. mtr. in favour of M/s. Pinnacle Superstructures Pvt. Ltd. (Sub-lessee) duly registered with Sub-registrar, Noida-III bearing Registration No. 5129.

Please find attached copy of Sub-lease dated 11.12.2014 for your kind perusal and necessary record.

Kindly acknowledge the receipt of this letter.

Thanking You,

For Pinnacle Superstructures Pvt. Ltd.

(Authorized Signatory)



New Okhla Industrial Development Authority Main Administrative Building, Sector-VI, NOIDA – 201301

No. NOIDA/Commercial/2014/1962
Dated: 22nd December, 2014

Yours faithfully,

M/s Sequel Buildcon Pvt. Ltd. C-23, Greater Kailash Part-I, New Delhi – 48

Dear Sir,

In continuation to this office letter no. NOIDA/Commercial/2014/1009 dated 16th June, 2014 with regard to sub division of Sports City Plot No. SC-01/A1, the payment schedule proportionate plot the area of whole plot is being enclosed for further necessary action at your end.

Encl: As above.

Asstt. General Manager (Commercial)

CC-

M/s Pinnacle Superstructures Pvt Ltd

Asstt. General Manager (Commercial)

1.	Name of highest tenderer	:	M/s Pinnacle
			Superstructures Pvt. Ltd.
2.	Allotment Mode	:	Tender basis
3.	Plot No. /Sector	:	SC - 01/A1-Beta Sector - 79
4.	Area of Plot	:	20000 Sqm.
5.	Tender/bid price Per Sqm.	:	Rs. 12075
6.	Total Premium of shop	:	Rs. 241500000
7.	Earnest Money Deposited alongwith tender	;	Rs. 5498282
	form		
8.	Allotment Money –10%	. ;	Rs. 24150000
9.	Balance allotment money payable after	:	Rs. 18651718
	adjustment of earnest money deposited as		
	per sl. No.7 above		
10	Payment mode	:	Instalment basis
11.	Balance 90% premium payable in 8 equal	:	Rs. 217350000
	half yearly instalments alongwith interest		
12.	One year lease rent @ 1/- per sqm. from 1st to	:	Rs. 20000
	3 rd year		
13.	One year lease rent @ 1.0% of total premium	:	Rs. 2415000
	(from 4 th to 10 th year) - thereafter the same		
	may be increased as per terms of scheme		
14.	Legal documentation charges	:	Rs. 50/-
15.	Stamp duty @ 5% as on date (the same may	:	Rs. 13403300
	be got verified from Sub Registrar, sector-33,		
	NOIDA)		·

Details of each instalment & due date

Instalment No.	Due date	Principal amount	Interest @ 11%	Total
Moratorium interest	-	•	11954250	11954250
for 1 st half yearly	04.11.2011			
Moratorium interest			11954250	11954250
for 2 nd half yearly	04.05.2012		11051050	44054050
Moratorium interest for 3 rd half yearly	04.11.2012		11954250	11954250
Moratorium interest	04.11.2012		11954250	11954250
for 4 th half yearly	04.05.2013			11001200
1 st	04.11.2013	13584375	11954250	25538625
2 nd		13584375	11207110	24791485
	04.05.2014	<u> </u>		
3 rd	04.11.2014	13584375	10459969	24044344
4 th	04.05.2015	13584375	9712829	23297204
5 th		13584375	8965688	22550063
1 .	04.11.2015			
6 th	04.05.2016	13584375	8218547	21802922
7 th	04.11.2016	13584375	7471407	21055782
8 th	04.05.2017	13584375	6724266	20308641
9 th	04.11.2017	13584375	5977125	19561500
10 th	04.05.2018	13584375	5229985	18814360
11 th	04.11.2018	13584375	4482844	18067219
12 ⁱⁿ	04.05.2019	13584375	3735704	17320079
13 th ·	04.11.2019	13584375	2988563	16572938
14 th	04.05.2020	13584375	2241422	15825797
15 th	04.11.2020	13584375	1494282	15078657
16 th	04.05.2021	13584375	747141	14331516





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LEASE DEED IN RESPECT OF COMMERCIAL SPORT CITY PLOT No. SC-01/A SITUTATED AT SECTOR-79 NOIDA DISTT-GAUTAM BUDH NAGAR U.P.

Samuel Buildson Fig. 141

FOR AND ON BEHALF OF NOIDA (LESSOR)

Directive Septend Signatory

LEASE DEED

This Lease Deed is made on the 24th day of October in the year 2011 between the New Okhla Industrial Development Authority a body corporate constituted Under Section 3 of the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successor assigns on the one part and M/s Sequel Buildcon Pvt. Ltd. having its Regd. Office at C – 23, Greater Kailash Enclave, Part – I, New Delhi – 110 048 through its authorized signatory Shri Dinesh Pahwa S/o Late Shri H.R.Pahwa R/o 104, Street No. 2, Thapar Nagar, Meerut (U.P.) duly Authorized vide Board Resolution dated 11th October, 2011 (hereinafter called the 'Lessee' which expression shall, unless context does not so admit, include his/her/their/its heirs, executors, administrators, representatives and permitted assigns on the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land ACQUISITION Act 1894 and developed by the Lessor for the purpose of setting up industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the said plot for development of Sports City for recreational, commercial and residential including group housing, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the lessee to obtain all statutory clearances from the concerned Authorities for his

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For Sequel Buildcon Pvt. Ltc

Director Authorised Signa 'ary

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M/s Sequel Buildoon Pvt. Ltd. द्वारा दिनेश पहवा

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व्यवसाय व्यापार

निवासी स्थायी 104 स्ट्रटी नं0-2 थापर नगर मेरह ी

अस्थायी पता उक्त

ने यह लेखपत्र इस कार्यालय में

दिनांक 24/10/2011

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सीं0 पीर्ण फिंह (प्रमारी) उप-निबंधक चुतीय

नीएडा

24/10/2011

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पेशा व्यापार

निवासी 104 स्ट्रटी नं0-2 थापर नगर मेरठ



ने निष्पादन स्वीकार किया ।

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functioning. Lessor shall not be responsible for any consequences arising out of failure of the lessee to receive any such statutory clearance.

The lessee shall carry out development as per norms specified in the Building Regulations and Directions of the NOIDA.

LAND USE OF SPORTS CITY

The permissible broad break up of the total area under SPORTS CITY for different land uses shall be as under:

- A. Recreational (Sports, Institutional & Other Facilities and open areas) not less than 70 %
- B. Commercial

not more than 2 %

C. Residential including Group Housing (1650 persons per hect.On residential / group housing area only)28 %

Considering the above land use pattern following planning norms shall be applicable:-

- 1. Maximum permissible ground coverage of the entire land shall be 30%
- 2. Maximum permissible FAR on total land shall be 1.5.
- 3. FAR & Ground Coverage in recreational land uses shall be as per prevailing bye-laws.
- 4. Permissible FAR for land use shall be allowed in the entire area within set back lines.
- 5. There shall not be any restrictions on the ground coverage and FAR in Residential including Group Housing and Commercial land use within the overall permissible limit of 30% ground coverage and 1.5 FAR on total land.
- 6. Ground coverage and FAR permissible for commercial use can utilized for recreational and residential (group housing activities).

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- 7. Unutilized portion of FAR on recreational component on completion of sports, institutional, other facilities and open areas can be utilized towards residential developments.
- 8. The open/green areas on the recreational component (i.e. sports activities such as Golf Course stadium etc, and open spaces) will be considered as open/green areas for entire land.

1. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 120,75,00,000/-(Rupees one hundred twenty crores seventy five lacs only) out of which Rs. 12,07,50,000/- (Rupees twelve crores seven lacs fifty thousand only) have been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance Rs. 108,67,50,000/- (Rupees one hundred crores sixty seven laca fifty thousand only) which is to be paid by the Lessee in the manner hereinafter provided in instalments on dates specified below alongwith interest @ 11% per annum or as amended by the Lessor from time to time compounded every half yearly from the date of allotment, on the balance outstanding on timely payment. Schedule of payment of instalments is as given below:-

Instalment No.	Due date	Principal amount	Interest @ 11%	Total
Moratorium interest for 1 st half yearly	04-11-2011	·	59771250	59771250
Moratorium interest for 2 nd half yearly	04-05-2011		59771250	59771250
Moratorium interest for 3 rd half yearly	04-11-2012		59771250	59771250
Moratorium interest for 4 th half yearly	04-05-2012		59771250	59771250
1 s 1	04-11-2013	67921875	59771250	127693125
2 nd	04-05-2013	67921875	56035547	123957422
3 rd	04-11-2014	67921875	52299844	120221719
4 th	04-05-2014	67921875	48564141	116486016





For Sequel Buildoon Pvt. Ltd

Director/ Authorised & Chalety

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Registration No.:

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Year:

Book No.

0201 M/s Sequel Bulldoon Pvt. Ltd. द्वारा दिनेश पहवा

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5 th	(04-11-2015	67921875	44828438	112750313
6 th	04-05-2015	67921875	41092735	109014610
7111	04-11-2016	67921875	37357032	105278907
8 th	04-05-2016	67921875	33621329	101543204
Ģ ^{lb}	04-11-2017	67921875	29885625	97807500
1 Qth	04-05-2017	67921875	26149922	94071797
1] th	04-11-2018	67921875	224.142.19	90336094
12 th	04-05-2018	67921875	18678516	86600391
13 th	04-11-2019	67921875	14942813	82864688
14 th	04-05-2019	67921875	11207110	79128985
15 th	04-11-2020	67921875	7471407	75393282
16 th	04-05-2020	67921875	3735704	71657579

No separate notices for deposit of the installment/ lease rent shall be issued by Lessor. The LESSEE shall ensure that the due installments along with interest are deposited on the due date or the previous working day if the due date is a bank holiday.

In case of failure to deposit the due installment by the due date, the LESSOR may cancel the allotment. However, in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of interest @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.

Provided further that Lessor shall accept all payments rendered otherwise by the Lessee but of the payments made by the Lessee shall first adjusted towards the interest due, if any, and thereafter, the balance shall be adjusted towards the lease rent payment along with the due interest and the balance, if any, shall be adjusted towards the due installments.

And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreement herein contained on the part of the Lessee to be respectively paid, observed and performed, the Lessor doth hereby demise on lease to the Lessee, all that plot of land numbered as Commercial Plot No. SC - 01/A situated in Sector - 79 (sub divided plot of sports city plot no. SC-01 Sector-79 which is part of the sports city plot No. SC-01-01 Sector-78 & 79) New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement 100000 square metres and bounded:

For Segment Buildoon Pyr. Ltd

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ON THE NORTH BY

ON THE SOUTH BY

ON THE EAST BY

As per site

As per site

ON THE WEST BY

To hold the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee to the term of Ninety years on "AS IS WHERE IS BASIS" commencing from , 24th. October, 2011 on the terms and conditions as given below:-

As per site

- (a) In addition to the premium of plot, the lessee shall have to pay an yearly ground rent/ lease rent in the manner indicated below:-
- (i) The ground rent/ lease rent @ Re 1/- per sqm. per year for the first three years from the date of execution of the lease deed.
- (ii) Thereafter, the ground/lease rent shall be charges @ 1% p.a. of the total premium of the plot for next seven years of the first ten years. After ten years from the date of execution of the lease deed, the lease rent will be increased @ 50% and that rate will be applicable from the next ten years and this process will continue for future. Lessee can deposit one time lease rent equivalent to eleven time the lease rent calculated @ 1% per annum, subject to the clearance of the arrears of the lease rent, if any. Supplementary deed shall be executed after expiry of every 10 years.
- (iii) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (iv) For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.

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For Sequel Buildson Pyt. Ltd

Director/ Authorised Signator

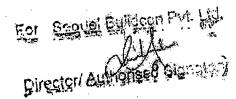
(v) The Lessee shall have the option to pay 11 (eleven) years lease rent
@ 1% per annum as one time lease rent or as per prevailing policy of the Lessor at the time of deposit

II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- (a) The lead member should be the single largest shareholder having at least 30% shares in the consortium. The percentage of shareholding of the lead member shall remain minimum of 30% till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.
- (b) THAT the Lessee will pay to the Lessor the balance of the premium in the installments mentioned in clause I above by the dates mentioned therein. If the Lessee shall fail to pay any installment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the installment in arrears from the due date till the date of payment provided that failure to pay three consecutive installments the Lessor may determine the lease with penalties and consequences thereof.
- (c) That the Lessee will pay unto the Lessor at its office on as otherwise directed the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor shall be entitled to recover the same with 14% interest per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.
- (d) The Lessee will bear, pay and discharge all rates, assessments of every descriptions which during the said term to be assessed, charged or

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- imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon
- (e) That Lessee will obey and submit to all direction issued or regulations made by the Lessor now existing or hereafter to exist so far as the same as incidental to the possession of immovable property so far as they affect the health, safety or convenience of the other inhabitants of the place.
- (f) The LESSEE can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest. If the Lessee surrenders the allotted plot after 30 days from the date of allotment, in such an event the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refunded.
- (g) 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 Lessee/Sub-lessee(s) will submit the following documents:

- Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
- 2. Clearance of upto date dues of the NOIDA.

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For Sequel Buildeen Pvt Ltd.

Director/ Authorises Signalory