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P-14996



सत्यमेव जयते

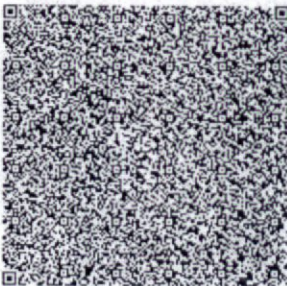
INDIA NON JUDICIAL Government of Uttar Pradesh

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CERTIFICATE LOCKED



Certificate No. : IN-UP01196165928797N
Certificate Issued Date : 07-Jul-2015 12:50 PM
Account Reference : SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPSHCIL0101439405860683N
Purchased by : AMETEK BUILDTECH INDIA PVT LTD
Description of Document : Article 35 Lease
Property Description : PLOT NO.SC-02A,SPORT CITY,SECTOR-27,GREATER NOIDA
Consideration Price (Rs.) : 130,03,03,413
(One Hundred Thirty Crore Three Lakh Three Thousand Four Hundred And Thirteen only)
First Party : GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
Second Party : AMETEK BUILDTECH INDIA PVT LTD
Stamp Duty Paid By : AMETEK BUILDTECH INDIA PVT LTD
Stamp Duty Amount(Rs.) : 7,36,20,500
(Seven Crore Thirty Six Lakh Twenty Thousand Five Hundred only)



-----Please write or type below this line-----

Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For Ametek Buildtech India Pvt. Ltd.

Director / Authorised Signatory

XM 0002950647



LEASE DEED

This Lease Deed is executed on **08** day of July **2015** at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

BETWEEN

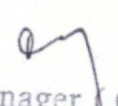
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, an Authority constituted under the provisions of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the Lessor) which expression shall unless the context does not so admit, include its successors of the One Part;

and

M/s Amtek Buildtech India Pvt. Ltd. a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 1114 Hemkunt Chambers 89 Nehru Palace New Delhi -110019 through its Authorized signatory **Sh. Ashok Bhalla S/o Sh. Ved Prakash Bhalla R/O H.No. 358 1st floor Near RajMahal Hotel Sector 2C Vashundhara Ghazaibad** duly authorized vide Resolution dated 02.07.2015 passed by its Board of Directors, being a Special Purpose Company within the meaning of Article C-7(e) of the Brochure of the Scheme Sport City/2014-15 (Sport City), (hereinafter called the "Lessee" which expression shall, unless the context does not so admit, include its administrators, executors, representatives and permitted assigns) of the Other Part. WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of planned integrated Industrial and Urban Township.

On the basis of sealed tenders vide letter bearing No. Prop/Commercial/2014/2914 DATED 21-07-2014 has been allotted Sport City plot No SC-02 Greater Noida measuring **709735.00 sq. mtrs.** for the purpose of Sport City facilities as per the specifications laid out by **GREATER NOIDA** along with other activities to support the development of the Sport City as a whole.

AND WHEREAS in terms of Article C-7(e) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. **M/s Amtek Buildtech India Pvt. Ltd.** a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **1114 Hemkunt Chambers 89 Nehru Palace New Delhi -110019** AND WHEREAS it has been represented to the LESSOR that the Special Purpose Company members have agreed amongst themselves that


Manager (Com.)
Greater Noida Ind. Dev. Authority.

For Ametek Buildtech India Pvt. Ltd.


Director / Authorised Signatory

472,116,873.00

पट्टा विलेख

(90 वर्ष)

10,000.00

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10,050.00

2,500

प्रतिफल

मालियत

ओसत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

मै0 एमटेक बिल्डटेक इण्डिया प्रा0लि0 द्वारा अशोक भल्ला

पुत्र श्री

वेदप्रकाश भल्ला

Asok B.



व्यवसाय

निवासी स्थायी 1114 हेमकुन्ट चैम्बर्स 89 नेहरु प्लेस नई दिल्ली

अस्थायी पता 1114 हेमकुन्ट चैम्बर्स 89 नेहरु प्लेस नई दिल्ली

ने यह लेखपत्र इस कार्यालय में दिनांक 13/7/2015 समय 4:56PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

13/7/2015

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त

पट्टा दाता

Shri Sanjeev Kumar Sharma

श्री संजीव कुमार शर्मा

प्रतिनिधि ग्रे0नौ0औ0वि0प्रा0द्वारा विवेक गोयल

(प्र0काम0)

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी

पट्टा गृहीता

मै0 एमटेक बिल्डटेक इण्डिया प्रा0लि0 द्वारा अशोक भल्ला

पुत्र श्री वेदप्रकाश भल्ला

पेशा

निवासी 1114 हेमकुन्ट चैम्बर्स 89 नेहरु प्लेस नई दिल्ली



Asok B.



M/s Amtek Buildtech India Pvt. Ltd. having its registered office at **1114 Hemkunt Chambers 89 Nehru Palace New Delhi -110019** However, the Member of consortium will have to specify one lead member should be the single largest shareholders having at least 30 % share in the consortium shall remain at least 30% Shareholding, till completion certificate of at least one phase of the project is obtained from the GNIDA of 40 % construction of the total FAR is obtained from GNIDA. Each Member of the consortium with equal stake of at least 15% will be considered as the relevant member. the lead member of the consortium must be necessarily be a firm /Company registered in India with appropriate statutory Authority .


AND WHEREAS, at the request of the aforesaid Consortium members, the LESSOR has agreed to execute the lease of the allotted plot in the name of the Special Purpose Company i.e. the LESSEE and the LESSEE has agreed to take on lease the allotted plot on the terms and conditions hereinafter appearing for the purpose of constructing commercial building/s in accordance with the approved building plan/s utilizing the built-up space as approved by the LESSOR.

NOW THIS LEASE DEED WITNESSETH AS UNDER:-

I (a) That in consideration of the premium paid in part and the remaining agreed to be paid by the LESSEE at the time and in the manner hereinafter provided AND also in consideration of the rent hereby reserved AND observance of the covenants, provisions and the stipulations hereinafter contained and on the part of the LESSEE to be respectively paid, observed and performed, the LESSOR doth hereby demise and lease to the Lessee, all the land of Sport city Plot No **SC-02A, Sector-27, Greater Noida** admeasuring **101175.18 square metres, to be the same a little more or less and bound as under:-**

On the North by :
On the South by : As per Lease Plan attached
On the East by :
On the West by :

Which plot is more clearly delineated and shown in the attached lease plan (hereinafter referred to as "the Demised Premises") with their appurtenances to the LESSOR for the term of 90 years commencing from the date of execution of this lease deed, except and always reserving to the LESSOR:-


Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For Ametek Buildtech India Pvt. Ltd.


Director / Authorised Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री दिलीप कुमार

पुत्र श्री तारके प्रसाद

पेशा

निवासी सी-471 बीटा-1 ग्रेटर नोएडा

व

आकाश

पुत्र श्री

अब्दुल रसीद

पेशा

निवासी जे-266 बीटा-2 ग्रेटर नोएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

13/7/2015



- (i) 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.
- (ii) Full rights and title to all mines and minerals, coals, washing gold's earth oils, quarries, in or under the Demised Premises and full right and power at the 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 plots or for the structure time being standing thereon provided always, that the LESSOR shall make reasonable compensation to the LESSEE for all costs incurred, loss of profits and other damages directly or indirectly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the LESSEE.
- (b) The total premium of the plot is **Rs. 1300303413.00/- (Rs. One Hundred thirty Crore thirty Lacs three Thousand four hundred thirteen Only)** out of which **Rs. 260060683/- (Rupees Twenty Six core Sixty thousand Six hundred eighty three only)** which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). **80% premium i.e. Rs. 1040242731/- (Rs. one hundred four core two lacs forty two thousand seven hundred thirty one only)** of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

<u>Instalment</u>	<u>Due date</u>	<u>Payable Premium</u>	<u>Payable Interest</u>	<u>Total payable instalment</u>	<u>Balance premium</u>
-	-	-	-		
Instalment No.1	15.10.2015	65015170.65	62414564.00	127429734.65	975227560.00
Instalment No.2	15.04.2016	65015170.65	58513054.00	123528824.65	910212389.00
Instalment No.3	15.10.2016	65015170.65	54612743.00	119627913.65	845197218.00
Instalment No.4	15.04.2017	65015170.65	50711833.00	115727003.65	780182047.00
Instalment No.5	15.10.2017	65015170.65	46810923.00	111826093.65	715166876.00
Instalment No.6	15.04.2018	65015170.65	42910013.00	107925183.65	650151705.00
Instalment No.7	15.10.2018	65015170.65	39009102.00	104024272.65	585136534.00
Instalment No.8	15.04.2019	65015170.65	35108192.00	100123362.65	520121363.00
Instalment No.9	15.10.2019	65015170.65	31207282.00	96222452.65	455106192.00
Instalment No.10	15.04.2020	65015170.65	27306372.00	92321542.65	390091021.00
Instalment No.11	15.10.2020	65015170.65	23405461.00	88420631.65	325075850.00
Instalment No.12	15.04.2021	65015170.65	19504551.00	84519721.65	260060679.00
Instalment No.13	15.10.2021	65015170.65	15603641.00	80618811.65	195045508.00
Instalment No.14	15.04.2022	65015170.65	11702730.00	76717900.65	130030337.00
Instalment No.15	15.10.2022	65015170.65	7801820.00	72816990.65	65015166.00
Instalment No.16	15.04.2023	65015170.65	3900910.00	68916080.65	-5.00

Manager (Com.)

Greater Noida Ind. Dev. Authority

For Ametek Buildtech India Pvt.

Director / Authorized Signatory

पट्टा दाता

Registration No.: 14996

Year : 2,015

Book No. : 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रेटर नोएडा नौकरी

ग्रेटर नोएडा

नौकरी



- (i) Premium referred to in this document means total amount payable to the Authority for the allotted plot.
 - (ii) All payment should be made through a demand draft/pay order drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/NOIDA/ GREATER NOIDA indicating the name of the Lessee and the number of plot on the reverse of the demand draft/pay order.
 - (iii) In case of default in depositing the installments or any payment interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
 - (iv) All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee/sub-lessee should ensure remittance on the previous working day.
 - (v) The payment made by the Lessee/Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.
 - (vi) In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of the Lessor.
 - (vii) In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority. In the event extension is granted interest @ 15% per annum compounded half yearly shall be payable by the Lessee on the outstanding amount for the period extension is granted.
 - (viii) For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.
- (c)** In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:
- (i) The lease rent will be 1% of the premium of the plot per year for the first 10 years from the date of execution of the lease deed. The lessee has paid a sum of Rs.13003035/- (Rs.one crore thirty lacs three thousand thirty five only) towards the lease rent for the first year which amount the LESSOR hereby acknowledges.
 - (ii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.

पट्टा गृहीता

Registration No. : 14996

Year : 2,015

Book No. : 1

0201 मै0 एमटेक बिल्डटेक इण्डिया प्रा0लि0 द्वारा अशोक भल्ला

वेदप्रकाश भल्ला

1114 हेमकुन्ट चैम्बर्स 89 नेहरू प्लेस नई दिल्ली



- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. (12% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (v) The Lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the demised plot per year as "One Time Lease Rent" unless the Lessor 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 balance lease period. This option may be exercised at any time during the lease period, provided the Lessee is not in arrears as on the date of exercising the option to pay one time lease rent has and paid the earlier lease rent due and lease rent already paid will not be considered in calculating the amount payable under the One Time Lease Rent option.
- (vi) The date of execution of the lease deed shall be treated as the date of taking over of possession.

II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS

(1) The possession of the demised premises has been handed over to the LESSEE and the LESSEE hereby acknowledges that it has received the actual physical possession of the demised premises. The LESSEE further acknowledges that the allotment and the demise of the plot is on "As is where is basis".

(2) This lease is for a period of ninety years from the date of lease deed.

(3) LAND USE OF Sport City

The permissible broad breakup of the total area under Sport City for different land uses shall be as under:

Sl. No.	Use	Allowed %age
A.	Recreational (sport city, instutional other facilities & open areas	not less than 70 %
B.	Commercial	Not more than 2 %
C.	Residential including Group Housing	28%

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

Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For Ametek Buildtech India Pvt.
Director / Authorisation



1. Maximum permissible ground coverage of the entire land of 175 acres shall be 30%.
2. Maximum permissible FAR on total land of 175 acres 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 setback lines.
5. There shall be no 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 of 175 acres.
6. Ground coverage and FAR permissible for Commercial use can be utilized for recreational and residential (group housing activities).
7. Unutilized portion of FAR of 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 of 100 and 130 acres.
9. The lessee shall plan development of RECREATIONAL ENTERTAINMENT PARK by adhering to the land use percentages as mentioned in the brochure and as per building regulations.
10. Composite Floor Area Ratio (FAR), of 1.5 on the total gross area of the allotted land will be permissible, which is fungible / transferable in different land use components as prescribed.
11. The obligations of the developer allottee with respect to the development of sports, institutional and other facilities alongwith their specifications are presented in Annexure 2 of this document.

(4) EXTENSION OF TIME

1. Normally extension for depositing the allotment money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned, the GNIDA may grant a maximum of 90 days extension to deposit the allotment money, subject to the payment of interest @ 15% (12% normal interest + 3% penal interest) per annum compounded half yearly on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.
2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period and 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 extension during the entire payment schedule.

3. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

(5) AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of the 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%, allottee will have the option of surrendering the allotment and taking back the entire amount deposited by allottee without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted tender rate of the nearby area at the time of communication about the additional land or the original rate of allotment alongwith simple interest @12% from the date of allotment, whichever is higher. Payment of premium of the additional land will be made in lump sum within 30 days of intimation.

(6) AS IS WHERE IS BASIS

The plot will be accepted by the allottee on "As is where is basis" on a lease for a period of 90 years starting from the due date of execution of lease deed.

(7) POSSESSION AND DOCUMENTATION

1. Possession of allotted land will be handed over to the Lessee after execution and registration of lease deed. Possession of part of land shall not be allowed.
2. Execution and registration of lease deed can be done only after a minimum payment of 20% of premium and payment of one year lease rent in advance.
3. The Lessee will be authorized to develop and market the flats/plots only after the lawful possession of the allotted plot is taken over.
4. The allottee will be required to execute the lease deed of the plot within 60 days from the date of issue of check-list, which shall be issued immediate after the confirmation of receipt of allotment money. In case of failure to do so, the allotment of plot may be cancelled and 10% of the premium (proportionate tendered amount) of the plot may be forfeited. Amount deposited towards the extension charges, interest and other penalties etc. may also be forfeited. However, in exceptional circumstances, the extension of time for the execution of the lease deed and taking over possession may be permitted. The extension will be subject to the payment of charges @ 5% p.a. of the total premium of the plot



at the tendered rate, which will be calculated on day to day basis. The relevant documents/ certificate of demarcation of the plot carried out by the concerned Project Division of the Greater Noida Authority shall be annexed with the lease deed. The date of execution of lease deed shall be considered as the date of taking over of physical possession and no plea contrary to this shall be entertained.

(8) TRANSFER OF PLOTS AND EXECUTION OF SUB LEASE DEED

~~Without obtaining the completion certificate the lessee shall have rights to sub divide the allotted plot where the lessee is utilizing the FAR for commercial and residential purpose into suitable smaller plots as per planning norms upto 70% and to transfer the same to the interested parties with the prior approval of GNIDA on payment of transfer charges @ 2% of the allotment rate. However the area of such sub divide plot should not be less than 8000 Sqm. Rest 30% FAR for residential and commercial purpose should be developed by the lessee/allottee himself.~~

However, individual flat/plot will be transferable with prior approval of the Authority as per the following conditions:-

- (i) The dues of GNIDA towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before execution of sub-lease deed.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.
- (iv) The lessee has obtained building occupancy certificate from planning department, GNIDA.
- (v) First sale/transfer of a flat to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the Authority in writing.
- (vi) No transfer charges will be payable in case of first sale of the flat. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
- (vii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.
- (viii) The Lessee shall sub-lease an area 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.
- (ix) The Lessee shall have to execute the sub-lease deed in favour of the Sub-Lessee for the developed plot/flat in the form and format as prescribed by the GNIDA.

- (x) On execution of such sub-lease deed(s), the sub-lessee(s) will be bound to comply with the provisions of payment of proportionate share of the lease premium, lease rent and all other charges payable to the GNIDA in the proportionate share of the land area so sub-leased.
Any default on the part of sub-lessee to fully implement the terms and conditions of the lease deed/sub lease deed/ scheme shall not be automatically considered as default of the Lessee. The GNIDA shall be entitled to take any action against the sub-lessee as well, including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of this Brochure.
- (xi) The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats in favour of the individual allottee(s):
- Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate of the constructed flats on the allotted plot from the Planning Department of the GNIDA as mentioned.
 - Lessee/sub-lessee(s) shall submit "No Dues Certificate" in accordance with the payment schedule specified in the Lease Deed/sub-lease deed from the Account/Property Department of the GNIDA.
 - The physical possession of the dwelling units/flats will be permitted to be given only after execution of sublease deed which shall be in proportion to the amount received against the total premium of the plot.

(9) MISUSE, ADDITIONS AND ALTERATIONS ETC.

The Lessee shall not use land for any purpose other than for specified purpose. In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Authority.

The Lessee 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 fails to correct such deviation 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 who hereby agrees to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

(10) LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect


Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For Ametek Buildtech India Pvt. Ltd.

Director / Authorised Signatory



of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

(11) OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth or 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 for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer / Authority on the amount of such compensation shall be final and binding on the applicant/allottee/lessee.

(12) LEASE RENT

In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

- (i) The lease rent will be 1% of the premium of the plot per year for the first 10 years from the date of execution of the lease deed.
- (ii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. compounded half yearly, on the defaulted amount and for the defaulted period.
- (v) The allottee/ lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the plot per year as "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 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.

NOTE:



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.

(13) IMPLEMENTATION & COMPLETION OF PROJECT

1. The Lessee shall be required to complete the construction of minimum 15% of the permissible area earmarked for sports, institutional & other facilities within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases within 5 years. However, the residential and commercial development/ construction may be completed in phases within 7 years. Furthermore, the lessee has to develop residential and commercial component in the project in proportion to area earmarked for recreational uses. However, extension in exceptional circumstances can be granted by GNIDA, on payment of extension charges applicable as given below:

Without prejudice to the Authority's right of cancellation, 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:

- a. For first year the penalty shall be 4% of the total premium.
 - b. For second year the penalty shall be 6% of the total premium.
 - c. For third year the penalty shall be 8% of the total premium.
 - d. Extension for more than three years, normally will not be permitted.
2. The construction on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions of the GNIDA.
 3. The 'Completion Certificate' will be issued by the GNIDA on the completion of the project or part thereof in phases and on the submission of the necessary documents required for certifying the completion of the project or part thereof.
 4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

(14) INDEMNITY

The lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/constructions, subsequent operations and maintenance of the facilities and services, till such time as the alternate agency for such work is identified and legally appointed by the lessee after prior written approval of GNIDA. The lessee shall execute an indemnity bond, indemnifying the GNIDA against all disputes arising out of:


Manager (Com.)
Greater Noida Ind. Dev. Authority

For Ametek Buildtech India Pvt. Ltd.


Director / Authorised Signatory



- a) The non-completion of the project
- b) The quality of development, construction, operations and maintenance
- c) Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser(s).

(15) DOCUMENTATION CHARGES

The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses shall be borne by the lessee, who shall also pay the stamp duty levied on the transfer of immovable property or any other duty or charges that may be levied by any statutory authority empowered in this behalf.

(16) SURRENDER

1. The lessee can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited and the balance, if any, deposited against the premium of plot, will be returned without interest.
2. In case the land is surrendered after 30 days from the date of allotment, the total deposited amount or 10% of the 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.

Note: The date of surrender in the above case shall be the date on which the application for surrender is received at the GNIDA's office. No subsequent claims on the basis of any postal certificate etc. will be entertained.

(17) 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 Lessee/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) Clearance of upto date dues of the GNIDA.

GNIDA shall have the first charge on the plot towards payment of all dues of GNIDA.



Provided that in the event of foreclosure of the mortgaged/charged property, the GNIDA shall be entitled to claim and recover such percentage, as decided by the GNIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the GNIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The GNIDA'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 from a court of law.

(18) MAINTENANCE


1. The Lessee at his own expense shall take permission for sewerage, electricity, and water connections from the concerned departments of the Authority or from the competent authority in this regard.
2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,
 - ii) and the available facilities as well as the surroundings neat and clean and in good health and safe condition to the convenience of the inhabitants of the place.

If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and the expenses incurred in carrying out such works will be borne by the lessee. The decision of the Authority will be final as regards to the expenses incurred in the maintenance work.

That the Lessee shall abide by all Regulations, Bye-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.

In case of non-compliance of these terms & conditions of this deed or any Directions of the Lessor, the Lessor shall have the right to impose such penalty as the C.E.O. may consider just and/or expedient.

The lessee/sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, GNIDA will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee/sub-lessee. The lessee/sub-lessee will be individually and severally liable for payment of the maintenance


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For Ametek Buildtech India Pvt. Ltd.




amount. The rules/regulation of U.P. Apartment Act (Promotion of construction ownership and maintenance) Act 2010 shall be applicable on the lessee/sub-lessee.

(19) CANCELLATION

In addition to the other specific clauses relating to cancellation/determination, GNIDA/the lessor, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of this Sport City plot in case of the followings:

- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false-statement and/ or fraud.
- ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
- iii. In case of default on the part of the tenderer/ allottee/ sub-lessee(s) or any breach/ violation of the terms and conditions of the tender, allotment, lease and/ or non-deposit of the allotment amount, installments or any other dues.

If the allotment is cancelled on the grounds mentioned in para (i.) above, the entire amount deposited by the tenderer, allottee, lessee and sub-lessee(s) till the date of cancellation/ determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (ii.) AND (iii) above 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

After forfeiture of the amount as stated above, possession of the plot will be resumed by GNIDA, along with the structures thereupon, if any, and the tenderer, allottee, lessee and sub-lessees will have no right to claim any compensation thereon.

(22) GENERAL TERMS AND CONDITIONS

1. Land will be given to the lessee free from all encumbrances lease for a period of 90 years for which appropriate lease deed shall be executed between GNIDA and the lessee.
2. Subject to provision of Master Plan and regulation of GNIDA:
 - i. The lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of GNIDA/Lessor.
 - ii. Commercial and residential area can be sub-leased as per conditions of brochure on tripartite agreement basis.
 - iii. Multiple renting shall be admissible to the lessee and for the sub-lessee as per prevailing policy.
 - iv. The lessee shall make necessary arrangements of finances for development of SPORTS CITY to the satisfaction of GNIDA.
 - v. The lessee shall make necessary arrangements for designing, engineering, and construction of the Project in accordance with the provisions of the Master Plan and regulations of GNIDA.



- vi. The lessee shall adhere to Government policies and relevant codes BIS/IS relating to disaster management and energy conservation in land use planning and construction works.
- vii. The lessee shall obtain applicable permits/sanctions/approvals etc. from relevant Government agencies or local bodies or other authorities, as applicable. GNIDA shall assist and facilitate the lessee to procure the sanction/approval/ license etc. expeditiously
- viii. After the written approval of the Lessor/Greater Noida Authority, the lessee can implement / develop the project through its multiple subsidiary companies in which the allottee/lessee company shall have minimum 90% equity share holdings (such subsidiaries are exempted from stamp duty for transaction between parent company and subsidiary company under the provisions of Indian Stamp Act as per State Government notification).
- ix. The lessee/allottee who develop the project through its subsidiary company shall be entitled for sub leasing the portion of allotted/leased land/built-up area in favour of the subsidiary companies and the first transfer by such subsidiary company, of the said allotted/leased land/built up area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor/GNIDA Authority shall be payable.
- x. The subsidiary company(ies) in whose favour sub lease deed is permitted shall be entitled to mortgage the portion of land which is being developed by them, as per rules of the Authority.
- xi. The allottee/lessee shall abide by the suggestions of State Government, if any, in the master plan of GNIDA.
- xii. The Authority / Lessor reserves the right to make such additions, alterations 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.
- xiii. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Authority shall be final and binding.
- xiv. 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 to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
- xv. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.


Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For Ametek Buildtech India Pvt. L


Director / Authorised Signatory





AREA=101175.18 SQM.

Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

NOTE-DEVELOPMENT WORK IS IN PROGRESS LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND
AREA OF PLOT MAY BE INCREASE/DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

SIGN-

SIGN-

POSSESSION TAKEN OVER

POSSESSION HANDED OVER



LEASE PLAN FOR
PLOT NO-SC-02A
NEAR SEC- KP-V
OF SECTOR-27
GREATER NOIDA

PROJ. DEPTT.

ASST.MANAGER

MANAGER

SR. MANAGER

LAND DEPTT.

LEKHPAL

N. TEHSILDAR

TEHSILDAR

LAW DEPTT.

A.L.O.

MANAGER

PLNG. DEPTT.

ASST.MANAGER

SR. MANAGER / MGR



GREATER NOIDA INDUSTRIAL


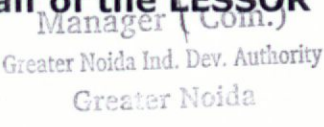



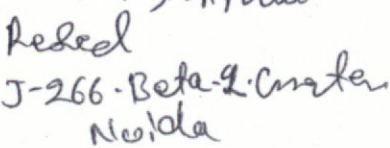


- xvi. Any dispute between the Authority and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
- xvii. The Lease Deed/allotment will 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.
- xviii. The Authority will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- xix. The lessee/sub-lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time by GNIDA or any other authority duly empowered by them to levy the tax/charges.
- xx. Dwelling units flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-lessee will not be paid any compensation thereof.
- xxi. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
- xxii. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- xxiii. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
- xxiv. The Authority in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
- xxv. In case the Authority is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest @ 4% per annum.

IN WITNESS WHEREOF the parties have set their hands on the day and in the year herein first above written.

In presence of:

Witnesses:

1. Witness  **For and on behalf of the LESSOR**

Address  **Manager (Com.)**
C-471-Beta-2 - Greater Noida
Greater Noida Ind. Dev. Authority
Greater Noida
2. Witness  **For and on behalf of the LESSEE**

Address  **Director / Authorised Signatory**
J-266-Beta-2 - Greater Noida
For Ametek Buildtech India Pvt. Ltd.



आज दिनांक 13/07/2015 को
वही सं. 1 जिल्द सं. 18418
पृष्ठ सं. 47 से 82 पर क्रमांक 14996
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

13/7/2015