

I-8384

# भारतीय गैर न्यायिक

## बीस रुपये

## Rs. 20



### INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH Lease-Deed

15AA 173264

Stamp Duty Paid in Cash Certificate in favor of M/s Radhey Krishna Techno Build  
 Pvt. Ltd. B-18, Sec-63, Noida  
 In Possession of the order of the Collector  
 No. 1502/19 dated 27/11/19  
 section 10 A of the Stamp Act is certified that  
 an amount of Rs. 1,10,000/- or One Lakh Eighteen thousand  
 Rupees only  
 has been paid in Cash as Stamp Duty in respect  
 of the instrument on the State Book of India  
 Town of Noida  
 by Collector M. P. Singh on 26/11/19  
 a Copy of which is annexed herewith.

M. P. Singh  
 Collector  
 Noida  
 Dist. Gaziabad

प्रदानकृत (19-11-19)  
 उत्तर प्रदेश अधिकायक

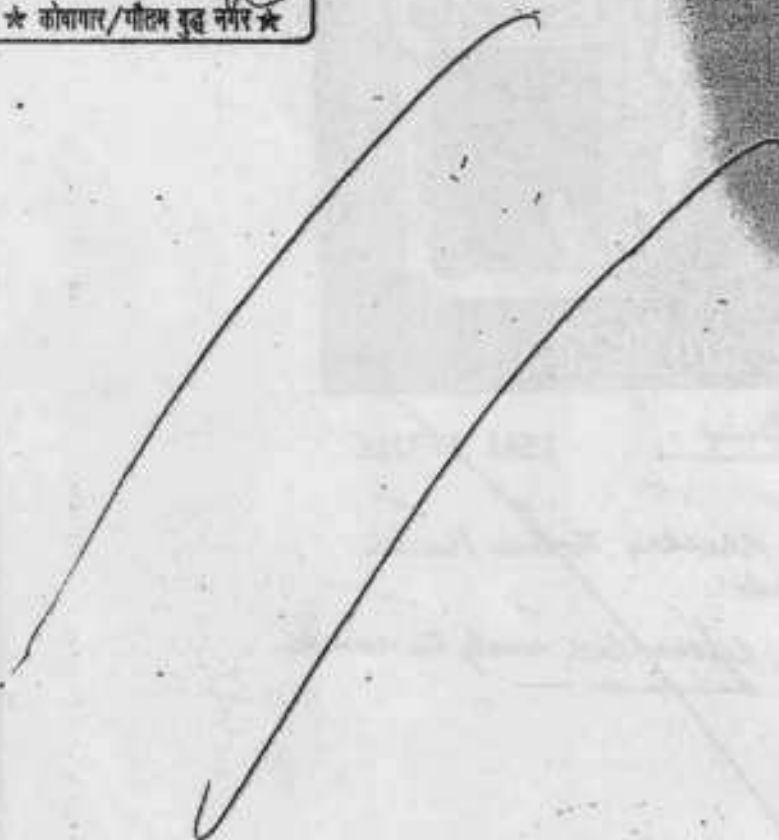
For Radhey Krishna Technobuild Pvt. Ltd.

Director

*(Handwritten signature)*

नं. 504  
दिनांक 31 MAR 2011  
कोवापार/पोलिस बुक नंबर

M/S Radhey Krishna Techno build  
Pvt Ltd, B-4P Sector 63 Noida



And it has been represented to the lessor that lessee shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No.GH-04A, Sector-16, Greater Noida measuring an area 18445.17 sq.m. which is being leased through this lease deed.


**A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-**

1. This in consideration of the total proportionate premium of the 18445.17 sq.m. is **Rs. 21,43,32,875.00** (Rs. Twenty One Crore Forty Three Lac Thirty Two Thousand Eight Hundred Seventy Five Only) out of which 10% **Rs. 2,14,33,288.00** which have been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance 90% premium i.e. **Rs. 19,28,99,586.00** of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

Due date	Head	Premium	Interest	Total amount of Instalment	Balance Premium
		Balance 90% premium			
04.08.2011	Instalment No.1	0.00	11573975.00	11573975.00	192899588.00
04.02.2012	Instalment No.2	0.00	11573975.00	11573975.00	192899588.00
04.08.2012	Instalment No.3	0.00	11573975.00	11573975.00	192899588.00
04.02.2013	Instalment No.4	0.00	11573975.00	11573975.00	192899588.00
04.08.2013	Instalment No.5	12056224.00	11573975.00	23630199.00	180843364.00
04.02.2014	Instalment No.6	12056224.00	10850602.00	22906826.00	168787140.00
04.08.2014	Instalment No.7	12056224.00	10127228.00	22183452.00	156730916.00
04.02.2015	Instalment No.8	12056224.00	9403855.00	21460079.00	144674692.00
04.08.2015	Instalment No.9	12056224.00	8680482.00	20736706.00	132618468.00
04.02.2016	Instalment No.10	12056224.00	7957108.00	20013332.00	120562244.00
04.08.2016	Instalment No.11	12056224.00	7233735.00	19289859.00	108506020.00
04.02.2017	Instalment No.12	12056224.00	6510361.00	18566585.00	96449796.00
04.08.2017	Instalment No.13	12056224.00	5786988.00	17843212.00	84393572.00
04.02.2018	Instalment No.14	12056224.00	5063614.00	17119838.00	72337348.00
04.08.2018	Instalment No.15	12056224.00	4340241.00	16396465.00	60281124.00
04.02.2019	Instalment No.16	12056224.00	3616867.00	15673091.00	48224900.00
04.08.2019	Instalment No.17	12056224.00	2893494.00	14949718.00	36168676.00
04.02.2020	Instalment No.18	12056224.00	2170121.00	14226345.00	24112452.00
04.08.2020	Instalment No.19	12056224.00	1446747.00	13502971.00	12056228.00
04.02.2021	Instalment No.20	12056228.00	723374.00	12779602.00	0.00

बनाकर 17  
दिनांक 04/08/2020  
LESSOR

The Indray Krishna Technohub Pvt. Ltd.

  
LESSEE Director



## LEASE DEED

This Lease Deed made on 12<sup>th</sup> day of MAY, 2011 between the **GREATER NOIDA 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 called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the **One Part** and **M/s RADHEY KRISHNA TECHNO BUILD PRIVATE LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at **A-48, LGF, Dayanand Colony, Lajpat Nagar-IV, New Delhi-110024** through its Director Mr. Naveen Goel S/o Sh. Jagdish Chandra R/o B-2/604, Krishna Apra Garden, Indrapuram, Ghaziabad, U.P. duly authorized by its Board of Directors vide Resolution dated 11-04-2011 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its representatives, administrators and permitted assigns) of the **Other Part**.

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

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats and/or Residential Plots (in case of plotted development) according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the CONSORTIUM CONSISTING OF -

1. **M/s. RADHEY KRISHNA TECHNOBUILD PRIVATE LIMITED- LEAD MEMBER**
2. **M/s. BELGRAVIA PROJECTS PRIVATE LIMITED- RELEVANT MEMBER**
3. **M/s. ATS INFRASTRUCTURE LIMITED- RELEVANT MEMBER**

the plot NO. GH-04, SECTOR-16, GREATER NOIDA, area 60445.17 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-04/2011/287 dated 14.01.2011 and Allotment Letter No.PROP/BRS-04/2011/332 dated 04-02-2011 for the development and marketing of Group Housing Pockets/ Flats/ Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure/bid document of the said Scheme (Scheme Code BRS-04/2010). The registered consortium consists of following :-

S.No.	Name of member	Shareholding	Status
1.	RADHEY KRISHNA TECHNOBUILD PRIVATE LIMITED	47.50%	LEAD MEMBER
2.	BELGRAVIA PROJECTS PRIVATE LIMITED	47.50%	RELEVANT MEMBER
3.	ATS INFRASTRUCTURE LIMITED	5%	RELEVANT MEMBER

\_\_\_\_\_  
Director

LESSOR

\_\_\_\_\_  
Director

LESSEE

Director

215,766,162.00

पट्टा विरोध

(50 वर्ग )

10,000.00

50

10,050.00

2,500

श्रीमान

भूमिगत

अंतरा करिब किस्ता

श्रीम कोमट्टी

कनक र श्री सुक

केर

अन्य अथवा

श्री ४० रूपे कुम्भ टेकने विन्ड डाटाओ द्वारा नवीन पोस्टल

पुत्र श्री

जगदीश चन्द्र

प्राथमिक आवरण

मिस्त्री साहू

ए-48 एलजीएच दरभान्ग कालोनी साखवा नगर -4 नई दिल्ली-24

आकरी पत्र

ए-48 एलजीएच दरभान्ग कालोनी साखवा नगर -4 नई दिल्ली-24

वे पर लेखक इन कार्यालय में

दिनांक

12/5/2011

समय

12:25PM

कने निम्नलिखित हेतु भेज दिया।

रजिस्ट्रार अफिसरी के हस्ताक्षर

(राजेश कुमार सिंह)  
उपनिर्देशक सदर

भौतमबुद्धनगर

12/5/2011

निम्नलिखित लेखक को भेजने व अटकने कागज व प्रमाण पत्रों के प्रमाणित रूप

पट्टा पत्र

पट्टा पत्रिका

श्री जगदीश चन्द्र राणा

पत्तिका: श्री ४० रूपे कुम्भ टेकने विन्ड डाटाओ द्वारा नवीन पोस्टल

पुत्र श्री

पुष्पकान्ति श्री वेदा नौकर

श्री ४० रूपे कुम्भ टेकने विन्ड डाटाओ द्वारा नवीन

पोस्टल

पुत्र श्री जगदीश चन्द्र

वेदा नौकर

मिस्त्री ए-48 एलजीएच दरभान्ग कालोनी साखवा नगर -4 नई दिल्ली-24

Whereas the above registered consortium who jointly qualify for the bid and secured the allotment of said plot being highest bidder. They through its lead member M/s. Radhey Krishna Technobuild Private Limited has approached to the lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl. No.	Plot No.	Sector	Sub Divided area (in sq.m.)	Name of member	Status
1.	GH-04A	Sector-16	18445.17	RADHEY KRISHNA TECHNOBUILD PRIVATE LIMITED	Lead Member
2.	GH-04B	Sector-16	30000.00	BELGRAVIA PROJECTS PRIVATE LIMITED	Relevant Member
3.	GH-04C	Sector-16	12000.00	M/S STRATEGIC DEVELOPERS PVT.LTD. (FORMERLY KNOWN AS RADHEY KRISHNA PROP BUILD PRIVATE LIMITED) (SPC)	SPC

Whereas the said registered consortium has given an undertaking dated 10.05.2011 (Copy annexed as Annexure 1 to this Lease Deed) to indemnify the lessor which shall be part of this lease deed and shall in no way exonerate from their liability to perform and pay as per the terms of allotment till all the payments are made to the lessor.

Whereas the lessor approved vide letter No. Prop/BRS-4/2010/470 dated 09.04.2011 the aforesaid sub-division and name and status of M/s RADHEY KRISHNA TECHNO BUILD PRIVATE LIMITED on the request of consortium in accordance with the Clause C-8(e) of the brochure/bid document of the scheme, to develop and market the project on demarcated/sub-divided Plot No. GH-04A, Sector-16, Greater Noida measuring 18445.17 square metre is being leased through this lease deed.

AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that M/s RADHEY KRISHNA TECHNO BUILD PRIVATE LIMITED (Lessee) having its registered office at A-48, LGF, Dayanand Colony, Lajpat Nagar-IV, New Delhi-110024 shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No.GH-04A, Sector-16, Greater Noida and lessee shall continue to hold atleast 26% of its shareholding till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority).

LESSOR

LESSOR

2

LESSEE

के निम्नानुसार लिखा ।  
पिन्की कपूर श्री विवेक कुमार  
पुत्र श्री रमेश चन्द  
पेज

पिन्की शाही नगर पेज 000  
र श्री राजीव चर्चरी  
पुत्र श्री जीपीए फार्सी  
पेज गीठरी

पिन्की पुली-एच-248 नहर गांधीनगर उ०ए०

पेज ।  
प्रत्येक का उचित के निम्न अनुदे निम्नानुसार लिखे गये है।

*Racham*



रजिस्ट्रार अफिसरी के इलाका

*RCh*  
(राजबहादुर सिंह)  
उपनिबन्धक सदर  
गौतमबुद्धनगर  
12/5/2011



In case of default in depositing the instalments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

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/GREATER NOIDA/Noida. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.

Premium referred to in this document means total amount payable to the Lessor for the allotted plot.

All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee should ensure remittance on the previous working day.

The payment made by the Lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

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.

The amount deposited by the Lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the Lessee contrary to this will be entertained.

#### B. EXTENSION OF TIME

1. In exceptional circumstances, the time of deposit for the payment of balance due amount may be extended by the Chief Executive Officer of the Lessor.
2. 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.
3. Extension of time, in any case, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
4. 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 covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that sub divided plot of land numbered

LESSOR

LESSOR

LESSEE

LESSEE

पट्टा नुंहीला

Registration No. : 8389

Year : 2011

Bank No. : 1

0201 श्री लाल गुण टोपनी लिमिटेड कार्यालय कार्यालय कार्यालय

कार्यालय कार्यालय

प-२२ सुभाषीयक टोपनी कार्यालय कार्यालय - 4 नई दिल्ली-24

कार्यालय



as Group Housing Plot No.GH-04A, SECTOR-16, GREATER NOIDA Distt. Gautam Budh Nagar (U.P.) contained by measurement 18445.17 Sq. mtrs. be the same a little more or less and bounded:

On the North by  
On the South by  
On the East by  
On the West by

As per Lease Plan attached

And the said plot is more clearly delineated and shown in the attached lease plan.

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 12<sup>TH</sup> DAY OF MAY 2011 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 mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot 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 enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

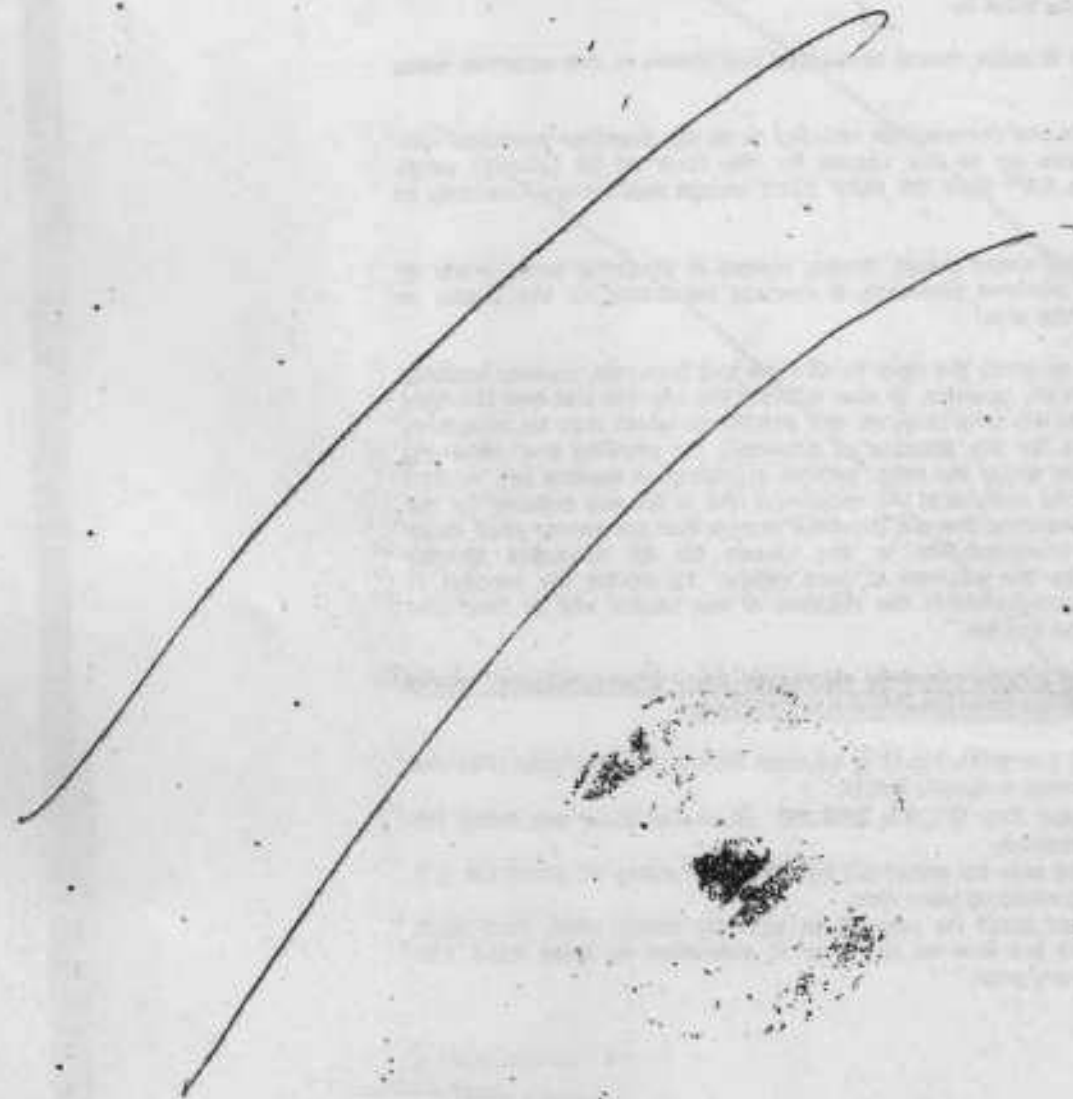
**C. THE LESSOR DOETH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
  - (i) Lessee has paid **Rs. 21,43,329.00** as annual lease rent being 1% of the plot premium.
  - (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.

LESSOR

5

LESSEE



PLOT NO.- GH-04A

60.00 mt wide road



GH-04A  
18445.17 SQM.

GH-04C

GH-04B

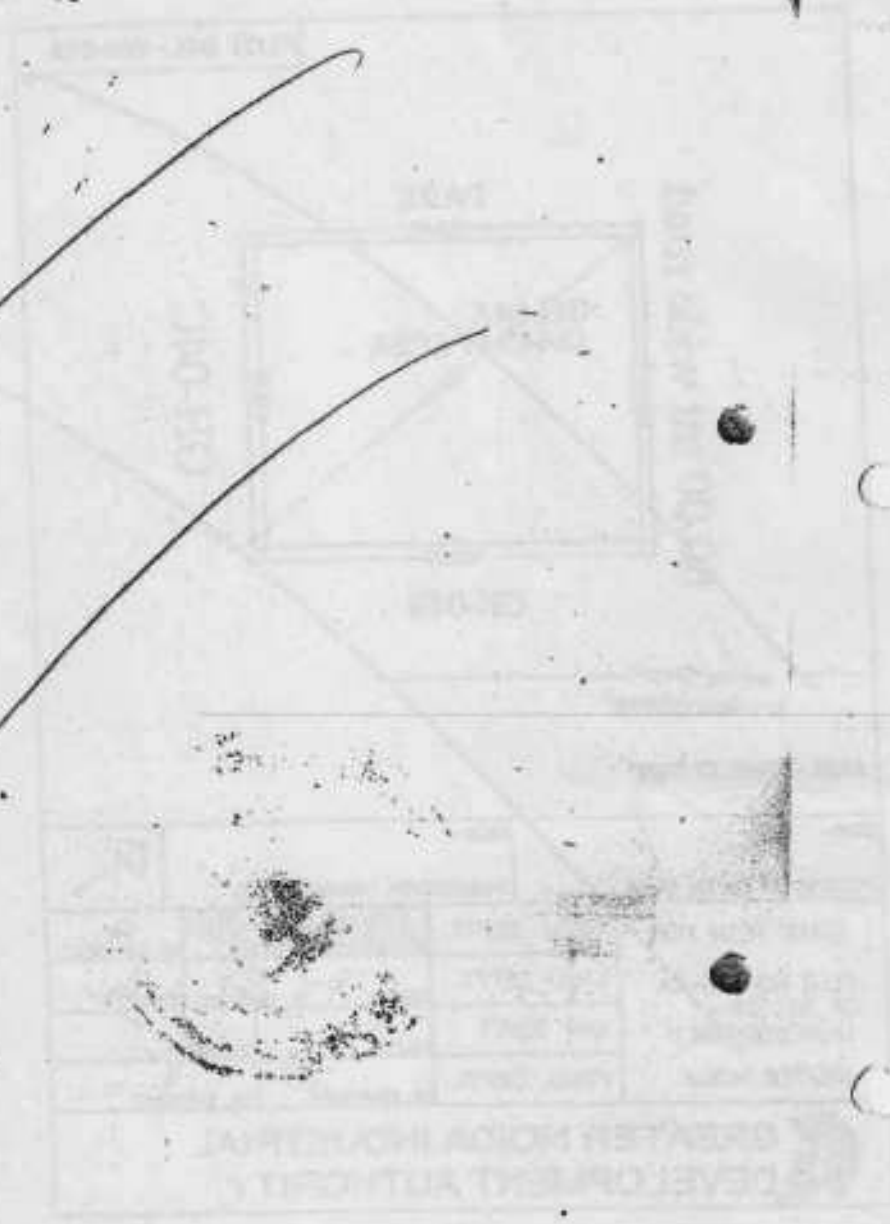
AREA -18445.17 SQM

SIGN-	SIGN-	
POSSESSION TAKEN OVER	POSSESSION HANDED OVER	
LEASE PLAN FOR PLOT NO-GH-4A OF SECTOR- 15(RESIDENTIAL) GREATER NOIDA	PROJ. DEPTT.	SR. MANAGER
	LAND DEPTT.	SR. MANAGER
	LAW DEPTT.	MANAGER
	PLNG. DEPTT.	SR. EXECUTIVE



GREATER NOIDA INDUSTRIAL  
DEVELOPMENT AUTHORITY

Director



10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. 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.
13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest.
15. All terms and conditions of brochure and its corrigendum, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

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

In presence of:

Witnesses:

1. R. P. Pachari  
Rajeev Pachari S/o. P. Pachari  
31 H-246 Nehru Nagar, G.B.
- 2.

*[Signature]*  
For and on behalf of LESSOR

*[Signature]*  
For and on behalf of LESSEE

*[Signature]*  
For Radhey Krishna Technobuild Pvt. Ltd.  
Director

*[Signature]*  
For Radhey Krishna Technobuild Pvt. Ltd.  
Director  
LESSEE

*[Signature]*  
LESSOR

Registry



आज दिनांक 12/05/2011 को  
बही नं 1 जिल्द नं 8521  
पृष्ठ नं 313 से 356 पर क्रमांक 8389  
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
(राजबहादुर सिंह)

उपनिबंधक सदर  
गीतमबुद्धनगर  
12/5/2011