

Z-23793



Signature..... Sharma  
ACC Name-Deepak Kumar Sharma  
ACC Code-UP-14012604  
Address-Dadri, Mob. 7011532166  
Lic. No. 502020, Teh. & Dist. Dadri (G.B. Nagar)



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP13885191011456S  
Certificate Issued Date : 25-Nov-2020 06:24 PM  
Account Reference : NEWIMPACC (SV)/ up14012604/ DADRI/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUP1401260421428063583756S  
Purchased by : RUVIK BUILD TECH PRIVATE LIMITED  
Description of Document : Article 35 Lease  
Property Description : PLOT NO.C-2,SECTOR ECOTECH-XII,BLOCK-ECOTECH-XII,GREATER NOIDA WEST (U.P) AREA-14000 SQMTR  
Consideration Price (Rs.) :  
First Party : GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY  
Second Party : RUVIK BUILD TECH PRIVATE LIMITED  
Stamp Duty Paid By : RUVIK BUILD TECH PRIVATE LIMITED  
Stamp Duty Amount(Rs.) : 5,82,80,000  
(Five Crore Eighty Two Lakh Eighty Thousand only)

E-STAMP  
LOCKED



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

For Ruvik Buildtech Pvt. Ltd.

Angad Singh

Authorised Signatory

11/11/20  
04/12/20

प्रबन्धक (वाणिज्यिक)  
बैंकर नोएडा प्राधिकरण

SR 0011618259

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1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

2023



Authorized Signatory



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## LEASE DEED

This Lease Deed is executed on **4<sup>TH</sup> December, 2020** 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. RUVIK BUILD-TECH PRIVATE LIMITED** a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **D-326, GROUND FLOOR, ANAND VIHAR COLONY, NEW DELHI-110092** through its Authorized Signatory **Mr. Angad Singh S/o. Shri Gurmeet Singh R/o. C-168, Anand Vihar, Delhi-110092** who is/are duly authorized vide Resolution dated **18.11.2020** passed by its Board of Directors, being a Company, (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.

AND WHEREAS a consortium comprising of –

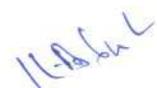
1. **M/s. Ruvik Infrastructures Private Limited (Lead Member)**
2. **M/s. Strategic Developers Private Limited (Consortium Member)**

On the basis of Allotment letter bearing **No. Commercial/CPS-VIII/Allot/2019/3211, Dt. 05.12.2019** has been allotted Commercial Builder **Plot No. C-2, Area 14000 Sqm., Sector- ECOTECH-XII, Greater Noida (U.P.)** for the purpose of Development of Commercial activities such as showrooms, retail outlets, restaurants, offices such as other commercial uses.

AND WHEREAS in terms of **Clause No. 1.2** of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. **RUVIK BUILD-TECH PRIVATE LIMITED**, a Company incorporated under the provisions of the Indian Companies Act, 2013 and having its registered office at **D-326, GROUND FLOOR, ANAND VIHAR COLONY, NEW DELHI-110092**.

For Ruvik Buildtech Pvt. Ltd.

  
Authorized Signatory

  
प्रबंधक (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण

आवेदन सं०: 202000742037629

पट्टा विलेख(30 वर्ष से अधिक)

बही सं०: 1

रजिस्ट्रेशन सं०: 23793

वर्ष: 2020

प्रतिफल- 1165586625 स्टाम्प शुल्क- 58280000 बाजारी मूल्य - 1165586625 पंजीकरण शुल्क - 11656000 प्रतिलिपिकरण शुल्क - 140 योग : 11656140

श्री रुविक बिल्ड-टेक प्राइवेट लिमिटेड द्वारा  
अंगद सिंह अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री गुरमीत सिंह  
व्यवसाय : व्यापार  
निवासी: सी-१६८, आनंद विहार, शकरपुर बरामद, ईस्ट दिल्ली

*Angad Singh*



श्री, रुविक बिल्ड-टेक प्राइवेट लिमिटेड द्वारा

अंगद सिंह अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 07/12/2020 एवं  
01:10:21 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी० के० अस्थाना . -  
उप निबंधक : दादरी  
गौतम बुद्ध नगर  
07/12/2020

के०के० शर्मा .  
निबंधक लिपिक



However, the Member of consortium have agreed that lead Member **M/s. Ruvik Infrastructures Private Limited** shall have at least 34% Shareholding, till occupancy/completion certificate of the entire project is obtained from the GNIDA. Each member of the consortium will have equity stake of at least 5%. All consortium members shall be jointly and severally responsible for the successful implementation of the Project.

**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. **RUVIK BUILD-TECH PRIVATE LIMITED** 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:**

**1 Plot Details**

- 1.1 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 lease 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 Commercial Builder **Plot No. C-2, Area 14000 Sqm., Sector- ECOTECH-XII, Greater Noida (U.P.)** 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 :

- 1.2 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:-
- 1.3 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.

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ग्रेटर नोएडा प्राधिकरण

For Ruvik Buildtech Pvt. Ltd.

Angad Singh

Authorised Signatory

आवेदन सं०: 202000742037629

बही सं०: 1

रजिस्ट्रेशन सं०: 23793

वर्ष: 2020

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पदटा दाता: 1

श्री ग्रे नौ औ वि प्रा द्वारा श्री दिगम्बर सिंह के द्वारा चंद्रशेखर बावड़ी, पुत्र श्री डी० डी० बावड़ी

निवासी: ग्रे नौ औ वि प्रा, ग्रेटर नॉएडा, गौतमबुद्धनगर, उप्र  
व्यवसाय: नौकरी

पदटा गृहीता: 1



श्री रुविक बिल्ड-टेक प्राइवेट लिमिटेड के द्वारा अंगद सिंह, पुत्र श्री गुरमीत सिंह

निवासी: सी-१६८, आनंद विहार, शकरपुर बरामद, ईस्ट दिल्ली  
व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री कुलजीत सिंह, पुत्र श्री दलीप सिंह

निवासी: ६११८, गुरु हरकिशन गली, वी टी सी गाँधी नगर, ईस्ट दिल्ली

व्यवसाय: नौकरी

पहचानकर्ता: 2



श्री महेंद्र कामत, पुत्र श्री सुबा लाल कामत

निवासी: ९० पंडित चौक, मंडावली शकरपुर बरामद, ईस्ट दिल्ली

व्यवसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।  
टिप्पणी:

पी० के० अस्थाना . -  
उप निबंधक : दादरी  
गौतम बुद्ध नगर

के०के० शर्मा .  
निबंधक लिपिक

- 1.4 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.

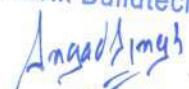
## 2 Premium of the Plot:

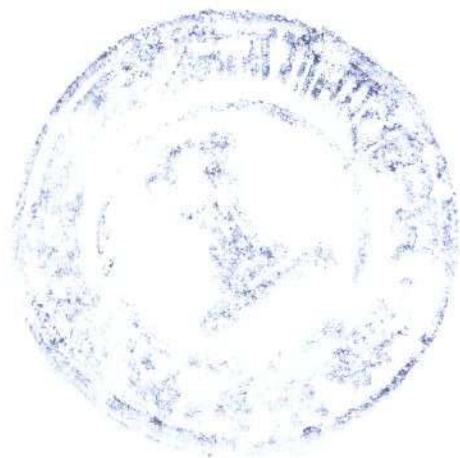
- 2.1 The total premium of the plot is **Rs. 86,52,00,000.00 (Eighty Six Crore Fifty Two Lacs Only)** out of which **Rs. 25,95,60,000.00 (Twenty Five Crore Ninety Five Lacs and Sixty Thousand Only)** have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). 70% Premium i.e. **Rs. 60,56,40,000.00 (Sixty Crore Fifty Six Lacs and Forty Thousand Only)** of the Plot along with interest will be Paid in 8 half yearly Installments in the following Manner :-

Instalment	Due date	Payable Premium	Payable Interest	Total payable instalment
Instalment No.1 (Paid)	05.06.2020	7,57,05,000	3,33,10,200	10,90,15,200
Instalment No.2	05.12.2020	7,57,05,000	2,91,46,425	10,48,51,425
Instalment No.3	05.06.2021	7,57,05,000	2,49,82,650	10,06,87,650
Instalment No.4	05.12.2021	7,57,05,000	2,08,18,875	9,65,23,875
Instalment No.5	05.06.2022	7,57,05,000	1,66,55,100	9,23,60,100
Instalment No.6	05.12.2022	7,57,05,000	1,24,91,325	8,81,96,325
Instalment No.7	05.06.2023	7,57,05,000	83,27,550	8,40,32,550
Instalment No.8	05.12.2023	7,57,05,000	41,63,775	7,98,68,775

- 2.2 Excess area Nil, amount Rs.-Nil deposited on dated Nil.
- 2.3 Premium referred to in this document means total amount payable to the Authority for the allotted plot. Payments can be made with any of the listed banks via DD or online through Authority's website [www.greaternoida authority.in](http://www.greaternoida authority.in)

  
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For Ruvik Buildtech Pvt. Ltd.  
  
Authorised Signatory



- 2.4 The Lessee/Allottee shall be liable to pay stamp duty (Stamp duty calculation should also be verified from the concerned sub registrar, Gautam Budh Nagar) for execution of the Lease Deed in treasury of district Gautam Budh Nagar and should produce a certificate to the affect in relevant department at GNIDA within 180 days from the issue of allotment letter.
- 2.5 After depositing the installment with the designated scheduled bank, the Lessee/Allottee shall intimate the same to GNIDA through a written intimation along with the copy of challan of amount deposited or through an email.
- 2.6 In case of default in payment, a penal interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 8.5% p.a. as of 1st of July 2020 = 11.5% p.a.) compounded every half yearly for the entire default period. This rate will change as per interest rate revision by GNIDA.
- 2.7 In case of default in three consecutive installments, allotment/lease shall be cancelled by the Authority. However, in exceptional circumstances an extension of time for payment of installment may be granted by the CEO for which Allottee/Lessee shall have to pay the penal interest as mentioned in Clause 2.6.
- 2.8 The payment made by the Allotte/Lessee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the Lease Rent payable and then towards premium due.
- 2.9 The Allotte/Lessee shall not claim/entitled for any benefit/ relaxation on the ground that the contiguous land has not been made available/handed over. In such an event, the due date of payment of installment shall not be changed in any case and Allotte/Lessee shall have to pay due installment along with interest on due date.
- 2.10 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 GNIDA on the rate as applicable on the date of allotment of additional land. The rate calculated by GNIDA will be final and binding on the Lessee/Allottee.
- 2.11 In case of any increase in the rate of land acquisition/land purchase cost/ex-gratia/No-litigation incentive to the farmers by order of the Court, by the Authority or by the State Government or by way of any settlement, the Allottee/Lessee shall be bound to pay the additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

For Ruyik Buildtech Pvt. Ltd.

*Angad Singh*

Authorised Signatory

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चेटर नोएडा प्राधिकरण

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### 3 Lease Rent

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

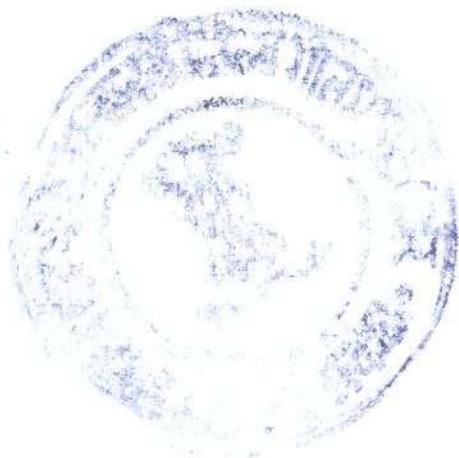
- 3.1 The lease rent will be 2.5% of the premium of the plot per year for the first 10 years from the date of execution of the lease deed. The lessee has paid a sum of **Rs.2,16,30,000.00** towards the lease rent for the first year which amount the LESSOR hereby acknowledges.
- 3.2 After ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased @50% and the rate will be applicable for the next ten years and this process of enhancement will continue for future.
- 3.3 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.
- 3.4 In case of failure to deposit the due Lease Rent by the due date, interest of 3% p.a. in addition to the prevailing interest rate of GNIDA (3% + 8.5% p.a. as of 1st of July 2020 = 11.5% p.a.) compounded every half yearly for the entire default period, on the defaulted amount. This rate will change as per interest rate revision by GNIDA
- 3.5 The Lessee/Allottee/ Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @2.5% = 27.5% of the total premium of the plot) as One Time Lease Rent unless the Authority decided 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/Allottee has no outstanding lease rent arrears. It is made clear that Lease Rent already paid will not be considered for adjustment in the amount payable towards One Time Lease Rent.

### 4 Implementation & Extension:

- 4.1 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of GNIDA on the last day of Bid submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of GNIDA shall prevail. It is made clear that in case there is any upward revision in the building byelaws/regulations after the allotment is made then the same shall not be available to the Lessee/Allottee under this scheme unless the Lessee/Allottee pays further amount towards purchase of additional FAR i.e. beyond that mentioned in the allotment letter.

  
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For Ruvik Buildtech Pvt. Ltd.  
  
Authorised Signatory



- 4.2 The Lessee/Allottee will commence the construction after taking over physical possession of the plot as per duly approved building plan and inform in writing to GNIDA about timely completion of the approved project.
- 4.3 The Lessee/Allottee will adhere to the schedule of construction and completion of the project as given in the Data Sheet (As per Scheme Brochure) and inform the Authority in writing in the prescribed format.
- 4.4 **Extension for completion:** Normally, no extension for completion would be granted; However, in exceptional circumstances, extension may be granted by the Authority as per the prevailing policy of GNIDA at the time of submission of extension request letter by the Lessee/Allottee and after payment of prescribed fees/charges. The current extension charges applicable for construction period for reference of the Applicant are as follows:

Sr. No.		Time extension charges
1	For fourth year the penalty shall be	1% of the total Premium per year
2	For fifth year the penalty shall be	Additional 1% of the total Premium per year

Note: Maximum extension for completion given to Lessee/Allottee shall be five (5) years. After this period, the allotment would automatically stand cancelled in reference to the GO number: 1117 (2)/LXXIX-V-1-2020-2(ka)-17-2020. All permission of extension and penalties will be calculated from due date of execution of lease deed.

- 4.5 The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the completion certificate issued from Planning Department of the GNIDA phase wise as per the building regulations and directions of the GNIDA for minimum built-up area as per table mentioned below:

For Ruvik Buildtech Pvt. Ltd.

*Anand Singh*

Authorised Signatory

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प्रबन्धक (वाणिज्यिक)  
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Minimum requirement for sanction/completion: Minimum covered area required for completion shall be as follows:

Sr. No.	Plot Area (in Sqm)	Min. Built-up as percentage of total FAR
1	Up to 4000 sqm	50%
2	Exceeding 4,000 sqm but not exceeding 10,000 sqm.	40%
3	Exceeding 10,000 sqm but not exceeding 20,000 sqm.	35%
4	Exceeding 20,000 sqm but not exceeding 10,0000 sqm.	30%
5	Exceeding 100000 sqm but not exceeding 200000 sqm.	25%
6	Exceeding 200000 sqm but not exceeding 400000 sqm.	20%
7	Above 400000 sq. mtrs.	15%

## 5 List of activities permissible on the plot

- 5.1 Development of Commercial Complex(s) for commercial activities such as Retail outlet/shops and service shops, Grocery, Milk and Vegetable Outlet, Beauty Parlour, Restaurant, Banks and other such commercial activities as permitted in the zonal regulations and Phase I Master Plan 2021 of GNIDA, subject to the condition that the activities considered to be a public nuisance/ hazardous shall not be carried out.

## 6 Development Norms:

- 6.1 The Lessee/Allottee can do development for as per the prevailing Building Regulations/Byelaws of the Authority on the last day of Bid Submission. The prevailing Building Regulations for reference of the Applicant are as follows:

Maximum permissible Floor Area Ratio (FAR)	4.0
Maximum permissible Ground Coverage	40%
Maximum permissible Height	No Limit

## 7 Permissible Norms

- 7.1 All the infrastructural services within the plot area only shall have to be provided by the Lessee/Allottee.

  
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Authorised Signatory



- 7.2 All clearances/approvals must be obtained by the Lessee/Allottee from the respective competent statutory authorities prior to the commencement of the construction work.
- 7.3 Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).
- 7.4 The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.
- 7.5 All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in from time to time.

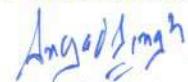
## 8 Possession of the plot

- 8.1 Possession of allotted plot will be handed over to the Lessee/Sub-Lessee(s) upon execution of Lease Deed(s).
- 8.2 Execution of Lease Deed(s) can be done only after a minimum payment of 30% of premium and one-year Lease Rent, in advance. On the date of execution of the Lease Deed there remains no outstanding amount payable to the GNIDA whether on account of installment towards the premium or any account head whatsoever.
- 8.3 For the purpose of payment of Lease Rent and other statutory or scheme compliance, possession shall be deemed from the due date of execution of Lease Deed and not more than 60 days from the issuance of checklist. In case possession is not taken by Lessee/Allottee within 30 days of execution of Lease Deed than a charge of INR 10 per Sqm per day shall be payable by the Lessee/Allottee.

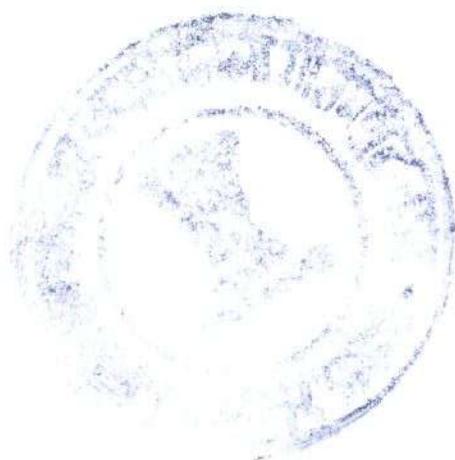
## 9 Variation in actual area of allotted plot

- 9.1 The Area of the commercial plots stated in the Brochure is approximate. The Bidder/Applicant whose Bid is accepted, shall have to accept any variation, up to 20% either way in the area of the commercial plot, for which the Bid has been offered. The premium of the commercial plot will accordingly be calculated due to such variation in the area.

For Ruvik Buildtech Pvt. Ltd.

  
Anand Singh  
Authorised Signatory

  
प्रबन्धक (वाणिज्यिक)  
गेटर नोएडा प्राधिकरण



## 10 As is where basis/ Lease period

10.1 The plots are offered for allotment on a "as is where is basis" on a lease for a period of 90 years starting from the due date of execution of the lease deed. The Lessee/Allottee shall be responsible for appropriate due diligence by visiting the plot before Bid submission. No claim whatsoever is admissible on account of physical status of the land of the plot offered for allotments.

## 11 Surrender

11.1 The Lessee/Allottee can surrender the allotment with an online application 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.

11.2 In case the allotment is surrendered after 30 days from the date of allotment, the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount after adjustment of all dues of authority if any, will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refundable.

NOTE: The date of surrender in the above case shall be the date on which the application for surrender is received online via email @ [authority@gnida.in](mailto:authority@gnida.in). No subsequent claim on the basis of any postal certificate etc. will be entertained. The Lessee/Allottee has to execute surrender deed, if Lease Deed/Transfer Deed has been executed then all the original legal documents are to be surrendered unconditionally to GNIDA.

## 12 Change in Constitution (CIC)

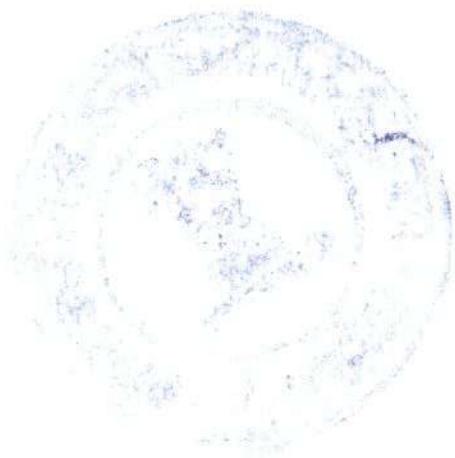
12.1 Change in Constitution may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of CIC request letter by the Lessee/Allottee and after payment of prescribed fees/charges.

12.2 In case of change in constitution of the Lessee/Allottee or the consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 30 days, penalties may be imposed as per the prevailing policy.

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### 13 Change in Shareholding (CIS)

13.1 Change in Shareholding may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Lessee/Allottee and after payment of the prescribed Fees/charges.

13.2 In case of change in shareholding of the Lessee/Allottee or the consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 30 days, penalties may be imposed as per the prevailing policy.

### 14 Transfer of Plot

14.1 Transfer of plot may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of transfer request letter by the Lessee/Allottee and after payment of prescribed fees/charges.

### 15 Role of GNIDA as per IBC 2016

15.1 Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, GNIDA will be treated a Secure Financial Creditor and the lease deed executed shall be a Capital Lease Deed.

15.2 Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, GNIDA will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottee shall be recovered through this procedure, treating GNIDA as a Secure Financial Creditor.

### 16 Maintenance

16.1 The Allottee/Lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of GNIDA or from the competent authority in this regard.

16.2 The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the allotted plot. If the buildings and the common services are not maintained properly, the GNIDA shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) will be personally and severally liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.

  
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- 16.3 No objection will be entertained on the subject of amount spent on maintenance of the buildings and the common services, and the decision of GNIDA in this regard shall be final and binding.
- 16.4 The Allottee/Lessee/Sub-Lessee(s) shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent Authorities at his own expenses.
- 16.5 The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place.
- 16.6 The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of Greater Noida Industrial Development Authority framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.
- 16.7 In case of non-compliance of these terms of conditions and any other directions of GNIDA, GNIDA shall have the right to impose such penalty as it may consider just and/or expedient.

## 17 Mortgage

- 17.1 Mortgage permission may be allowed by the GNIDA as per the prevailing policy of the Authority at the time of submission of Mortgage permission request letter by the Lessee/Allottee and after payment of prescribed fees/charges. GNIDA can refuse Mortgage permission in case of any default.
- 17.2 As per the mortgage permission issued by GNIDA, GNIDA will always hold the first charge and will remain Secure Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code) 2016.

## 18 Issue of Mutation Letter

- 18.1 Application can be submitted by the Transferee at the concerned department along with the following documents:
- A certified copy of the Transfer Deed duly executed by the Transferor.
  - Copy of original challan against payment of transfer charges in one of the Authorized Bank shall be required.

  
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## 19 Misuse, Additions, Alterations, etc.

- 19.1 The Lessee/Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot. 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 without any payment.
- 19.2 The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.
- 19.3 If the Lessee/Sub-Lessee fails to correct such deviations 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 the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by GNIDA in this regard.

## 20 Indemnity

- 20.1 The Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying GNIDA and its officers and employees against all disputes arising out of
- The non-completion of work
  - The quality and validity of development, construction, operations and maintenance
  - Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser

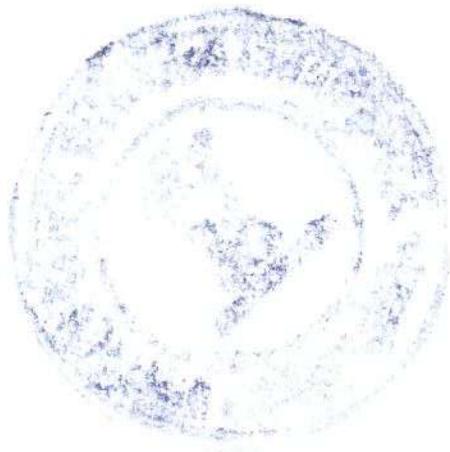
## 21 Liability to Pay Taxes

- 21.1 The Lessee/Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the lessor or any other 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.

  
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## 22 Overriding Power over Dormant Properties

22.1 GNIDA reserves the right to all mines, minerals, coals, washing gold, earth oils, 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 plot(s) or for the structure time being standing thereon, provided that, the Lessor shall make reasonable compensation to the Lessee/Allottee /Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of GNIDA on the amount of such compensation will be final and binding on the applicant.

## 23 Consequences of misrepresentation

23.1 If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Applicant/ Bidder/ Lessee/Allottee/ Lessee/ Sub-Lessees, the allotment of plot shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Bidder/Applicant/ Lessee/Allottee/ Lessee/ Sub-Lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

## 24 Cancellation of Lease Deed

24.1 In addition to the other specific clauses relating to cancellation/determination, GNIDA, will be free to exercise its right of cancellation/ determination of the allotment/ the lease of commercial plot in case of the following-

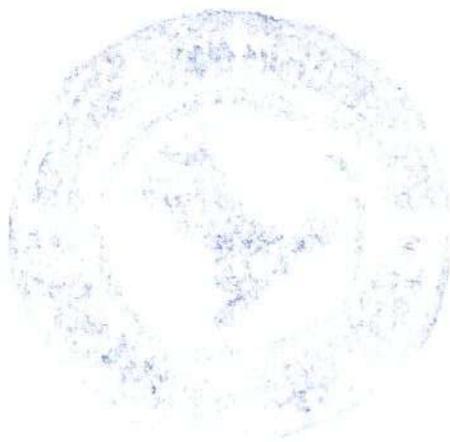
- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
- ii. Any violation of the directions issued or of the rules and regulations framed by GNIDA or by any other statutory body.
- iii. In case of default on the part of the Bidder/Applicant/ Lessee/ Allottee/Sub-Lessess(s) or any breach/violation of the terms and conditions of the Bid, Scheme Document, allotment, lease and/or non-deposit of the allotment amount, installments or any other dues.

24.2 If the allotment is cancelled on the grounds mentioned in Clause 24.1 (i) above, the entire amount deposited by the Bidder/ Applicant/ Lessee/Allottee/ Lessee/ Sub-Lessee(s) till the date of cancellation/determination, shall be forfeited by GNIDA and no claim, whatsoever, shall be entertained in this regard.

  
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24.3 If the allotment is cancelled on the grounds mentioned in Clause 24.1 (ii) or Clause (iii) above, 30% of the total premium of plot or total premium deposited (whichever is less) together with due lease rent, interest, extension charges till the date of cancellation shall be forfeited in favour of GNIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard.

24.4 After forfeiture of the amount as stated above, possession of the plot will be resumed by GNIDA, along with the structure thereupon, if any, and the Bidder/ Applicant/ Lessee/Allottee/ Lessee/ Sub-Lessees will have no right to claim any compensation thereon.

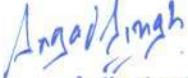
## 25 Restoration

25.1 GNIDA can exercise cancellation of plots for breach of Terms and Conditions of Allotment letter /Lease Deed/Transfer Deed. However, CEO or Authorised Officer of GNIDA can restore the plots. The restoration will be subject to the following conditions:

- i. The application of restoration of plots shall be made within 60 days from the date of cancellation.
- ii. The decision about the restoration of the plots will be taken by the CEO or Authorised Officer of GNIDA within a period of 6 months after the date of cancellation.
- iii. The Lessee/Allottee shall have to pay restoration charges @10% of the total premium of the plot at prevailing rate calculated on the date of restoration.
- iv. If restoration is due to court order, the Lessee/Allottee has to close the case first.
- v. The Lessee/Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable.
- vi. The Lessee/ Allottee has to pay time extension charges as per terms of allotment / lease.
- vii. The Lessee/Allottee has to submit Performance Bank Guarantee (PBG) of timeline given in Schedule, which shall be valid for a duration of 3 months more than the Project Implementation Schedule and the value of PBG will be 10% of the prevailing price of the plots.
- viii. No Court case is pending on the Lessee/Allottee.
- ix. All legal expenses would be borne by the Lessee/Allottee.
- x. In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered

  
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on submission of affidavit undertaking for non-carrying out the illegal/ unauthorized/non-permissible activities in future and closure/ removal of illegal/unauthorized/non-permissible activities.

- xi. In case of restoration in prepossession cases, the Lessee/Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

## 26 Other Clauses

- 26.1 The Authority reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds expedient and such amendments, addition, deletion and alterations shall be binding on the Lessee/Allottee.
- 26.2 If due to unavoidable circumstances/force majeure, the Authority is unable to allot the plot, the earnest money deposited by applicant would be refunded. However, in case the period of deposit exceeds one year then the amount shall be refunded along with simple interest @ 4% per Annum.
- 26.3 In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of GNIDA shall be final and binding on the Lessee/Allottee / Lessee and his / her / their successor.
- 26.4 In case there is any change of reserve price of allotment from any order of honorable High Court/Supreme Court or Government/Board of Uttar Pradesh, the Lessee/Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Lessee/Allottee/ Lessee and his / her / their successor.
- 26.5 GNIDA 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.
- 26.6 The Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there under from time to time.
- 26.7 Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court at Allahabad.

  
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- 26.8 The allotment will be accepted by the Lessee/Allottee on "As is where is basis". The Lessee/Allottee is advised to visit the site before applying.
- 26.9 Provisions related to the fire safety, environmental clearance, NGT directives shall be observed by the Lessee/Allottee. Necessary approvals shall be obtained from the competent authority by the Lessee/Allottee.
- 26.10 In case an existing link road comes anywhere in the plot area, it shall be managed by the Lessee/Allottee /Lessee till an alternate arrangement is made by GNIDA.
- 26.11 All arrears due to the Lessor are recoverable as arrears of land revenue.
- 26.12 The Lessee/ sub Lessee(s) shall not be allowed to assign or change his role, otherwise the Lease may be cancelled and entire money deposited shall be forfeited.
- 26.13 GNIDA in larger public interest has the Authority to take back the possession of the land/ building by making payment at the prevailing rate after giving the Allottee/Lessee an opportunity of being heard. However, the decision of the CEO of GNIDA shall be final and binding on the Allottee/Lessee.
- 26.14 The Lessee/Allottee / Lessee shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted.
- 26.15 The Lessee/Allottee/ Lessee shall follow all the rules and regulations of RERA and the Building Bye Laws of GNIDA.
- 26.16 All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee. In case of any differences between condition as mentioned in this lease deed and Scheme Brochure, Scheme Brochure condition shall supersede and shall be applicable on the Allottee, Lessees, sub-lessness.

For Ruvik Buildtech Pvt. Ltd.

  
Anand Singh  
Authorised Signatory

  
प्रबन्धक (वाणिज्यिक)  
बोर्डर नोएडा प्राधिकरण



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

In presence of:

Witnesses:

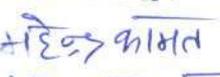
1. Witness  Kuljeet Singh  
Address S/o S. Dalip Singh  
6118 Gali Gurushtar Krishan  
Gandhi Nagar  
Delhi - 110031

  
04/12/2020  
प्रबन्धक (वाणिज्यिक)  
बैंडर नोएडा प्राधिकरण  
For and on behalf of the LESSOR

For Ruvik Buildtech Pvt. Ltd.

  
Authorised Signatory

For and on behalf of the LESSEE

2. Witness  Hitesh Kumar   
Address सुवा. लाल कामत  
90-पंजाब चौराहा कला शंकरपुर बरामडा  
दिल्ली-92

  
प्रबन्धक (वाणिज्यिक)  
बैंडर नोएडा प्राधिकरण

आवेदन सं०: 202000742037629

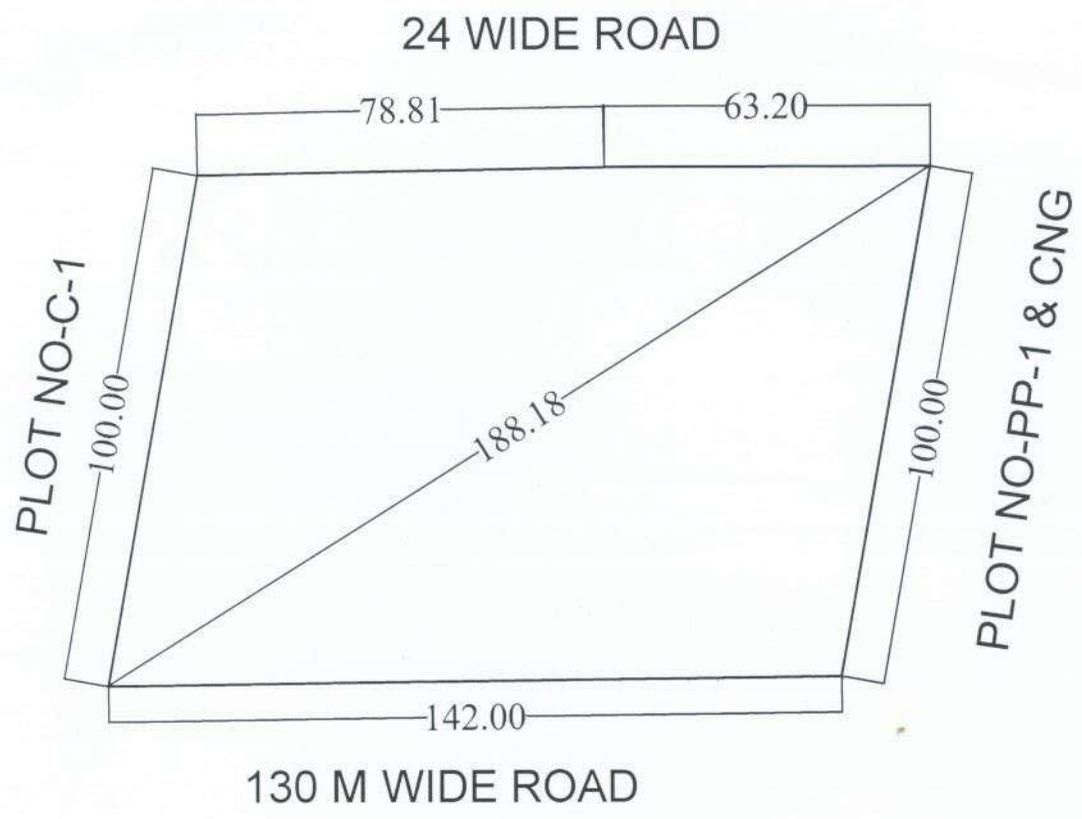
बही संख्या 1 जिल्द संख्या 16416 के पृष्ठ 1 से 52 तक क्रमांक  
23793 पर दिनांक 07/12/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी० के० अस्थाना . -  
उप निबंधक : दादरी  
गौतम बुद्ध नगर  
07/12/2020



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ग्रेंटर नोएडा प्राधिकरण

For Ruvik Buildtech Pvt. Ltd.

*Anand Singh*  
Authorised Signatory

TOTAL AREA-14000.00 sqm

SIGN-		SIGN-			
POSSESSION TAKEN OVER		POSSESSION HANDED OVER			
LEASE PLAN FOR PLOT NO-C-2 SECTOR-ECOTECH-12 GREATER NOIDA	PROJ. DEPTT.	<i>[Signature]</i> ASST.MANAGER	<i>[Signature]</i> MANAGER	<i>[Signature]</i> SR. MANAGER	
	LAND DEPTT.	<i>[Signature]</i> LEKHPAL	<i>[Signature]</i> N. TEHSILDAR	<i>[Signature]</i> TEHSILDAR	
	LAW DEPTT.	A.L.O. <i>[Signature]</i>		MANAGER	
	PLNG. DEPTT.	<i>[Signature]</i> SR. DRAFTSMAN		<i>[Signature]</i> SR. EXECUTIVE	



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**

PLOT NO. 2

WIDE ROAD

WIDE ROAD

For Bank Building Pvt. Ltd.

Authorized Signatory



GREATER NOIDA INDUSTRIAL

DEVELOPMENT AUTHORITY



10

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक दादरी गौतम बुद्ध क्रम संख्या 2020149044528

आवेदन संख्या : 202000742037629

123793

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2020-12-07 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम अंगद सिंह

लेख का प्रकार पट्टा विलेख(30 वर्ष से

प्रतिफल की धनराशि 1165586625 / 1165586625.00

1. रजिस्ट्रीकरण शुल्क 11656000
2. प्रतिलिपिकरण शुल्क 140
3. निरीक्षण या तलाश शुल्क
4. मुख्तार के अधिप्रमाणी करण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 11656140

शुल्क वसूल करने का दिनांक 2020-12-07 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार

होगा

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

2020-12-07 00:00:00  
दादरी