

Allotment (15)

602/07

ANNEXURE-VII

भारतीय गैर न्यायिक

पचास
रुपये

FIFTY
RUPEES

₹.50

Rs.50



INDIA

INDIA NON JUDICIAL



उत्तर प्रदेश UTTAR PRADESH

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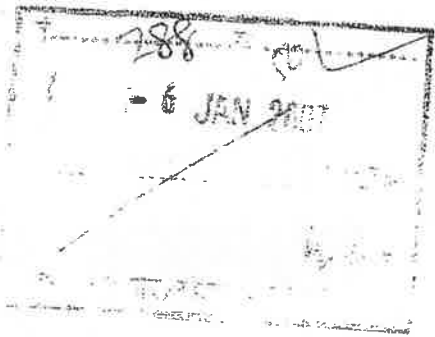
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M/s Parsynath Developers Ltd.
 6th floor Annapurna Bazaar
 Road New Delhi
 of the order of
 Memo... Dated 08/02/07
 Passed under section 10-A of the Stamp
 Act. It is certified that an amount of
 Rs. 2,97,85,500/- (In Words
 Rs. Two Crore Ninety Seven Lacs Eighty five thousand five hundred
 one) has been paid as Stamp duty in
 respect of this instrument in the State
 Bank of India/Chief-Treasury at SBI, Noida
 08/02/07



For Parsynath Developers Ltd.

[Signature]
 Director (Business Development)



Parasramath Developers Ltd
New Delhi



LEASE DEED

This lease deed made on the 12 day of Jan in the year 2007, between the Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 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 and assigns) of the One Part and **M/s. Parsynath Developers Ltd.** a company incorporated under the Indian Companies Act 1956, having their Corporate office at 6th Floor, Arunachal Building-19, Barakhamba Road, New Delhi and Correspondence Address 6th Floor, Arunachal Building-19, Barakhamba Road, New Delhi through **Sh. S.C. Wadhwa S/o Late. Sh.M.L. Wadhwa its, Vice President (Business Development)**, duly authorised by the Board of Director vide resolution dated 18.12.2006 hereinafter called the Lessee, which expression shall unless the context does not so admit, include its executors, successors in office, administrators, representatives 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 said plot of land, on the terms and conditions hereinafter appearing for the purpose of constructing residential buildings according to building plan approved by the Lessor.

I NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs 33,54,20,121.00 (Rs. Thirty Three Crores Fifty Four Lacs Twenty Thousand One Hundred Twenty one Only) out of which Rs. 7,14,40,030.00 (Rs. Seven Crores Fourteen Lacs Fourty Thousand Thirty Only) has been paid by the Lessee, the receipt whereof the Lessor do hereby acknowledge. The balance amount to be paid as per payment plan below:-

S No	Principal Amount	Interest	Installment	Total Premium	Due Date
1	26,75,97,396/-	1,33,79,870/-	2,05,84,416/-	3,39,64,286/-	10.03.2007
2	24,70,12,980/-	Calculated @ interest applicable at that time	2,05,84,416/-		10.09.2007
3	22,64,28,564/-		2,05,84,416/-		10.03.2008
4	20,58,44,148/-		2,05,84,416/-		10.09.2008
5	18,52,59,732/-		2,05,84,416/-		10.03.2009
6	16,64,75,316/-		2,05,84,416/-		10.09.2009
7	14,40,90,900/-		2,05,84,416/-		10.03.2010
8	12,35,06,484/-		2,05,84,416/-		10.09.2010
9	10,29,22,068/-		2,05,84,416/-		10.03.2011
10	8,23,37,652/-		2,05,84,416/-		10.09.2011
11	6,17,53,236/-		2,05,84,416/-		10.03.2012
12	4,11,68,820/-		2,05,84,416/-		10.09.2012
13	2,05,84,404/-		2,05,84,416/-		10.03.2013

AND IN CONSIDERATION of Rs. 3,68,96,214.00 (Rs. Three Crores Sixty Eight Lacs Ninety Six Thousand Two Hundred Fourteen Only) being one time lease rent (11% of the total premium) out of which Rs. 44,80,225/- have been paid by the lessee to the lessor (receipt of which the lessor hereby acknowledge) the balance lease rent shall be payable in the following manner:-

For Parsynath Developers Ltd.


S. C. WADHWA
Vice President (Business Development)

श्री १२ जनवरी २००७ को जारी किया गया है

संख्या (१२/०७)

172,316,335.00 पट्टा विलेख (90 वर्ष) 5,000.00 60 5,060.00 3,000

प्रतिफल मालियत जोसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
श्री /श्रीमती ग्रे०नो०प्रा० द्वारा विवेक गोयल प्रबन्धक
पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 12/1/2007 समय 5:24PM

बजे निबन्धन हेतु पेश किया।



जी०सी० त्रिपाठी

उप निबन्धक गौ०बुद्धनगर
सदर

12/1/2007

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

पट्टा दाता

श्री/श्रीमती ग्रे०नो०प्रा० द्वारा विवेक गोयल प्रबन्धक

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी

पट्टा गृहीता

श्री/श्रीमती मै० पार्श्वनाथ डवलपर्स लि० द्वारा एस०सी०

वाधवा

पुत्र/पत्नी श्री स्व० एम०एल० वाधवा

पेशा नौकरी

निवासी 6 फ्लोर अरुनाचल बिल्डिंग बारहखम्बा रोड
नई दिल्ली



S.No	Principal Amount	Interest	Installment	Total Premium	Due Date
2	3,42,60,770.15/-	17,13,039/-	26,35,443.85/-	43,48,483/-	10.03.2007
3	3,16,25,326.30/-	Calculated @ interest applicable at that time	26,35,443.85/-		10.09.2007
4	2,89,89,882.45/-		26,35,443.85/-		10.03.2008
5	2,63,54,438.60/-		26,35,443.85/-		10.09.2008
6	2,37,18,994.75/-		26,35,443.85/-		10.03.2009
7	2,10,83,550.90/-		26,35,443.85/-		10.09.2009
8	1,84,48,107.05/-		26,35,443.85/-		10.03.2010
9	1,58,12,663.20/-		26,35,443.85/-		10.09.2010
10	1,31,77,219.35/-		26,35,443.85/-		10.03.2011
11	1,05,41,775.50/-		26,35,443.85/-		10.09.2011
12	79,06,331.65/-		26,35,443.85/-		10.03.2012
14	8,66,505.8/-		8,66,505.68/-		10.09.2012

The Lessor doth hereby demise and lease to the lessee, all that plot of land numbered as **Plot No.-11, Chorosia Estate** situated in **Sector-Pi** in the Greater Noida District Gautam Budh Nagar contained by measurement of **1,00,095.53 Square Meters**, 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

and which said plot is more clearly-delineated and shown in the attached plan and, therein marked red.

TO HOLD the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the lessee to the term of 90 (Ninety) years commencing from (the date of execution of the lease deed) **12.01.2007** Except and always reserving to the Lessor :-

1. A right to lay water mains drains, sewers or electric wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
2. The lessor reserves the rights and title to all mines, minerals, coals, washing gold's, 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)/flat or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee / lessee for all damages directly 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

II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS WITH THE LESSOR IN THE MANNER AS FOLLOWING :-

1. That the Lessee/Sub-Lessee shall be liable to pay all rates, taxes charges and assessment livable by whatever name called for every description in respect of the plot of land or building constructed thereon, assessed or imposed from time to time by the Lessor or any Authority /Govt. in exceptional circumstances, the time of deposit for the payment due may be extended by the lessor. But in such

For Parsvnath Developers Ltd,

S. C. WADHWAN

पारसनाथ डेवलपर्स लि.

पारसनाथ (प्रा.प्र.)

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री. विनोद शुक्ला (एड0) ग्रेटर नौएडा

पुत्र श्री

पेशा वकालत

निवासी

व श्री अरुण श्रीवास्तव (एड0) ग्रेटर नौएडा

पुत्र श्री

पेशा वकालत

निवासी

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



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जी0सी0 त्रिपाठी
उप निबन्धक गौ0बुद्धनगर
सदर
12/1/2007


case of extension of time an interest (@ 14% p.a. in case of default in payment lease rent) @ 13% per annum compounded quarterly shall be charged for the defaulted amount for delayed period. In case, the lessee fails to pay the above charge, it would be obligatory on the part of its flat buyers to pay the proportional charges for the total allotted areas.


2. The lessee may allocate areas to their flat buyers on sub-lease basis as per internal requirements and also provide space for facilities like roads, paths etc., as per building bye-laws and prevailing and under mentioned terms and conditions to the lessor. Further transfer/sub-lease shall be governed by the transfer policy of the authority as prevalent at that time.
3. That whenever the sub-lease deed is executed between the lessee and the individual allottee of the lessee, the condition of lease deed executed between the lessor and lessee shall form part of the sub lease and shall be binding on the sub lease also. The lessee shall be duty bound to get the Performa of the sub lease deed approved from the lessor.
4. That the lessee shall not hand over possession of any flats to its allottees without execution of sub-lease deed.
5. The lessee is permitted to transfer built up flats or to part with the possession of the whole or any part of the building constructed on the plot subject to fulfillment of the following conditions: -
 - (i) The lease deed of the plot has been executed
 - (ii) The lessee has obtained completion certificate from building cell Greater Noida Industrial Development Authority. The lessor shall be issuing block-wise completion certificate for different blocks of the complex as and when the construction of different blocks is completed by the lessee and submit all relevant papers to the lessor for obtaining completion certificate. The completion of construction of any block shall mean construction of 100% of the proposed structure and 100% provision of all services like water supply, mechanism for electric supply, sewerage, flooring, internal plastering etc. it will not include the internal finishing of the flats which may be paced according to market condition.
 - (iii) The first transfer of flat to an allottee will be through execution of sub-lease deed by the lessee without payment of any charges of permission of the lessor.

III. BOOKING OF FLATS AND EXECUTION OF LEASE DEED

1. That the plot has been allotted to the Developer for a period of 90 years with a facility to get the lease deed executed either in their own name or in the name of their individual allottees of developed flats/dwelling units.
2. The Developer shall work as license till all the tripartite lease deed are executed and is authorized to develop/construct building and is allowed to only book the dwelling units/flats to their prospective purchasers on the terms and conditions approved by the Authority in this regard at their own cost, price and risk.

For Parsvnath Developers Ltd,


S. C. WADHWA
President, Business Development

एन. सी. वाड्हावा अध्यक्ष (विकास) प्राइवेट लिमिटेड

अध्यक्ष (विकास)

पट्टा दाता

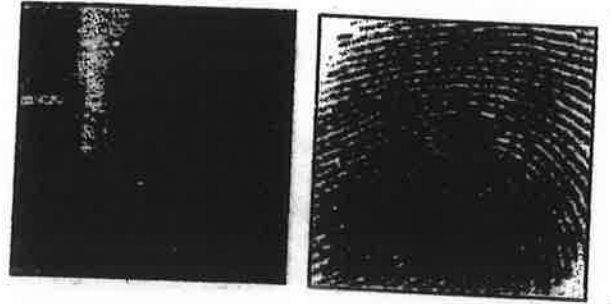
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नीकरी




3. The Developer only after obtaining the completion certificate block wise from the Authority can transfer the flats to their allottee by executing Tripartite Lease Deed of a unit in that block, wherein the prospective purchaser (allottee) shall be the lessee, the Authority will be the lessor and Developer shall sign it as a confirming party. The Authority will be transferring the proportionate undivided interest in the land while the Developer will be transferring the interest in the built-up space.
4. The Authority will be executing the Tripartite Lease Deed in a particular allottee's favour on the request of the Developer in writing. It will be the prime responsibility of the Developer to get the Tripartite Lease Deed approved from the Authority- and get it executed. The Developer has to do so. within one year from the date of obtaining completion certificate. In case the Developer fails to get executed Tripartite Agreement to their allottees, they shall get the lease deed executed in their own favour after paying due charges.
5. The physical possession of the dwelling units/flats can only be given after execution of Tripartite Lease Deed.
6. If in future circumstances so arise and the Developer wishes to execute the lease deed in his own name before the execution of any Tripartite Lease Deed, he can do so with the condition that :-
 - (a) The Developer can get the lease deed in their own favour and take over possession of the plot as per terms & condition of Scheme Brochure (BRS-06)
 - (b) Whenever the Sub-Lease is executed between the Developer and the individual allottee, the condition of the lease executed between the Developer and the Authority shall form part of sub-lease and shall be binding on the sub-lessee also.
 - (c) It is made clear that whether the Developer gets the lease deed executed in favour of their allottees or in their own name, the promoter/developer as well as allottees of the Developer shall have to follow the rules and regulation prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Authority.

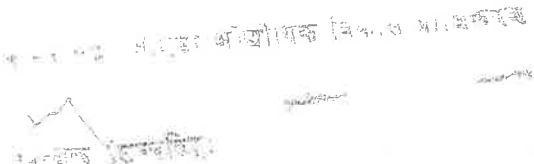
IV. TRANSFER OF PLOT

1. Subsequent transfer will be with the prior approval of the lessor in writing and on such terms and conditions including payment of transfer charges as decided by the lessor. The transfer of allotted lease hold plots shall not be allowed under any circumstances. However, dwelling unit(flat) shall be transferable with prior approval of the Authority as per the following conditions :-
 - (a) Transfer of dwelling unit (flat) would only be allowed after obtaining completion certificate by the promoter/developer.
 - (b) The transfer charges and other terms would be as applicable from time to time.

The sub lessee undertakes to put to use the premises for the residential use only. In case of default, a penalty extended upto Rs.500/-- per day may be

For Parsynoth Developers Ltd.


Vice President (Business Development)



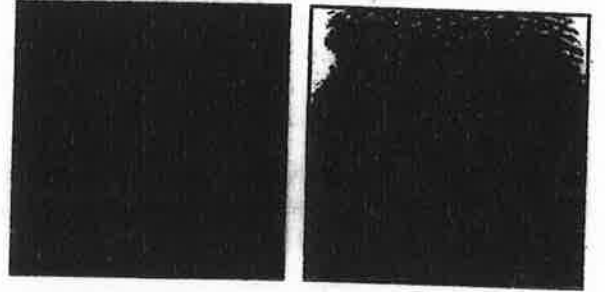
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Year : 2007

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नौकरी



imposed upon the defaulter. However, the minimum penalty would be Rs.50/- per day. Use of the premise/ flat other than residential will render lessee/ sub lessee liable for cancellation and the allottee sub lease will be paid no compensation thereof.

3. A preliminary layout plan shall be submitted by the lessee showing the area/location of each allottee and details of roads parks and other facilities to be provided within the plot. In case the proposed layout plan requires some modifications as per the building bye-laws at the time of allotment the same may be modified by the lessor and would be binding upon the lessee.
4. The lessee will be responsible for carrying out internal development work comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, street electrification and lighting, water supply, sewage and road side agriculture, development of park, adequate provision of parking space and any other items as may be desired by the lessor according to norms and specification prescribed from time to time.
5. The lessee shall prepare specifications of all the internal development works and submit the same for the approval of the lessor. This internal development work will be completed by the lessee within the time allowed by the lessor for which a Part Chart/Work Schedule specified in Annexure 'A' will be prepared by the lessee for completion of works and the same shall be submitted to the lessor to enable the lessor to check the progress of work for its satisfaction. In case the quality and progress of internal development works are found to be not upto the mark by the lessor at the time of inspection as pointed by the lessor the same shall be rectified by the lessee within the specific period.
6. That in case the lessee fail to construct building (all blocks) within the time provided for above, the Lease Deed shall be liable to be cancelled and the lessee's interest in the property will be determined as per the policy of the lessor. However, in exceptional circumstances, extension can be allowed by the lessor or any officer authorized by the lessor subject to the fulfillment of such conditions/charges as lessor may impose for the same.
7. The lessee shall bear the proportionate/ full installation expenses of the requisite size of transformers etc. for power connection to the demised premises from Noida Power Company Ltd.
8. 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 Executive Officer, Greater Noida or any officer authorized by him have the power to get the maintenance done through the lessor 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 amount. The rules / regulations of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/sub-lessee.
9. The dwelling units/construction, on plot shall be used for residential purpose only. No other activity shall be permitted in the dwelling unit. Other building constructed for community facilities shall used for community requirements only. The lessee shall not be entitled to divide the plot or amalgamate it with any other plot/flat without the prior written permission of C.E.O. or any officer authorized by C.E.O.
10. That the lessee will obey and submit to all directions issued or regulations made by the lessor now existing or hereinafter to exist so far as the same are

For Parsvnath Developers Ltd.


S. C. WADHWA
Vice President (Business Development)

भास्कर प्रेम नौराज आर्थीक विकास प्राधिकरण
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अध्यक्ष (विकास)








Lessee removing the erections building fixtures and things within a period herein before specified, the demised premises shall be re-allotted and the lessor shall be refunded such amounts as may work but in accordance with the principle given in clause (a) above. Provided that the Lessor may at its option agree to purchase the said erection building and fixtures upon payment to the Lessee price thereof and for his interest in the premises as may be mutually agreed upon.


Any loss suffered by the Lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor from the Lessee.

- (c) The lessor shall be entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
- (d) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. act No. 6 of 1976) and/or any rule or regulations made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973 as reenacted and modified by the Uttar Pradesh President's Act (Re enactment with modification Act 1974 Act No. 30 of 1974).
- (e) The provisions of U.P. Industrial Area Development Act 1976 and any rules/regulations framed under the Act or any direction issued shall be binding on the Lessee.
- (f) All powers exercised by the lessor under the lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this lease. Provided that the expression Chief Executive Officer shall include Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the Chief Executive Officer.
- (g) The cost of stamp duty, registration charges and all other incidental expenses of the lease deed shall be borne by the lessee.
- (h) Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal rights of the lessor.
- (h) Any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of judicature at Allahabad.
- (i) The Chief Executive Officer of the lessor reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable.
- (k) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer of the lessor shall be final and binding on both the parties
- (l) The terms and conditions of the Brochure of the Scheme shall form part of this lease deed.

For Parsvnath Developers Ltd,


S. C. WADHWA
Vice President (Business Development)

उत्तर प्रदेश नगरपालिका औद्योगिक विकास प्राधिकरण


विकासक (संयोजक)



(Annexure 'B')

Provision of Social and Physical Infrastructure on Plot No. -11, Chorosia Estate in Sector-Pi Allotted to M/s. Parsvnath Developers Ltd.

S.No.	Use Premises	
1	Convenient Shopping & Community Facilities	As per Bylaws

For Parsvnath Developers Ltd.


S. C. WADHWA
Vice President (Business Development)

डास्ट ग्रेटर नॉएडा बौद्धिक विकास प्राधिकरण
अध्यक्ष (सम्पत्ति)

