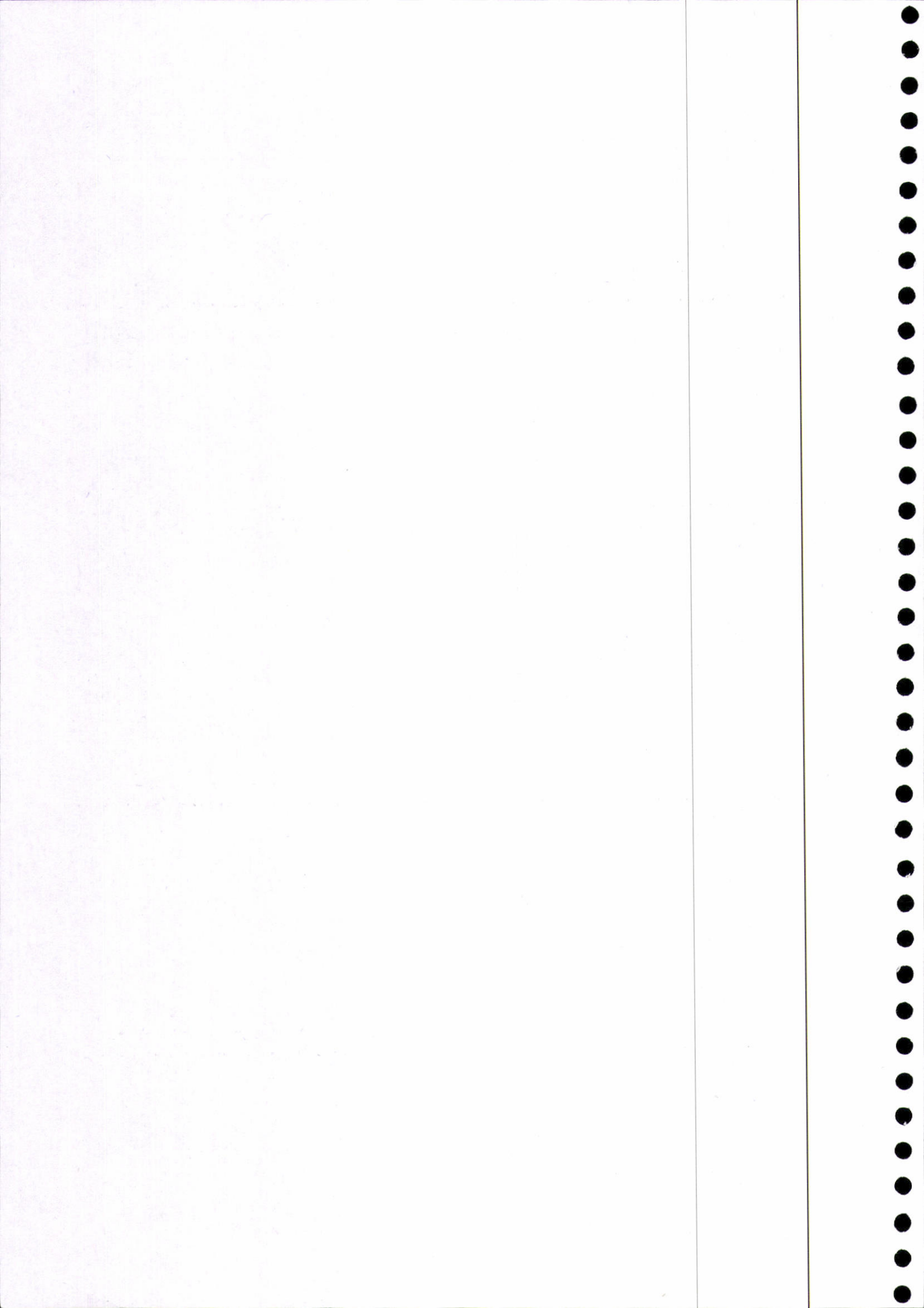


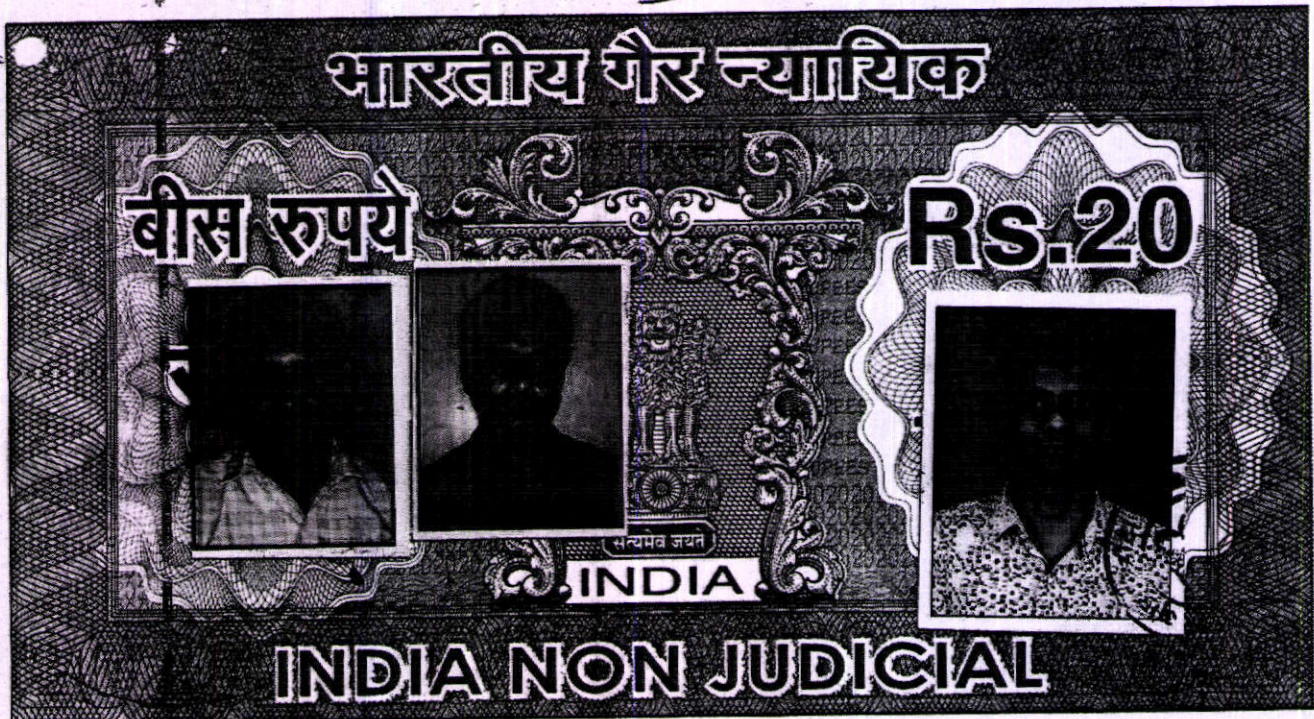
COPY OF LEGAL TITLE DEED

- As attached

copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;



P-8259



उत्तर प्रदेश UTTAR PRADESH

14AA 257978

Stamp Duty Paid in Cash Certificate in favour of *M/S Gaursons Realty Pvt. Ltd.*
Gaur Biz Park Plot No. -1 Ashay Khanda II, Indrapuram GZB.
 In Pursuance of the order of the Collector
 No. *100/102* Dated *03/05/11* Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. *465,00,000/-* (Four Crore Sixty Five Lac only) -x-
 (in words Rs. *Four Crore Sixty Five Lac only*)
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India
 Treasury/Sub-Treasury of *No. 12A*
 by Challan No. *10070042* Dated *07/05/11*
 a Copy of Which is annexed herewith.

09-5-10-11

Date

Treasurer

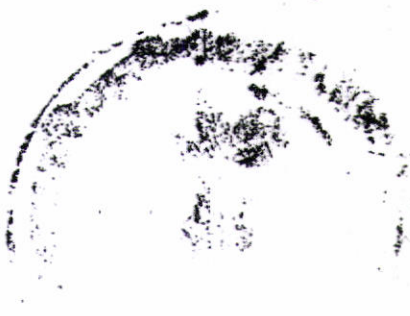
Gautam Budh Nagar
09/05/11प्रबन्धक निदेश
ग्रेटर नोएडा प्राधिकरण

For Gaursons Realty Pvt. Ltd.

Authorized Signatory

नं. 300 रु. 201
 किया गया। ✓ में शामिल
 - 9 MAY 2011 ✓
 रोकड़िया
 ★ कोषागार/गौतम बुद्ध नगर ★

M/s Gaursons Realty Pvt
 Ltd 52B



LEASE DEED


This Lease Deed made on **10TH** 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 GAURSONS REALTY PRIVATE LIMITED** a company within the meaning of Companies Act, 1956, having its registered office at 305, ARUNACHAL BUILDING, 19, BARAKHAMBA ROAD, CONNAUGHT PLACE, NEW DELHI-110001 through its Authorised Signatory Mr. Shailendra Raghav S/o Shri L.S. Raghav R/o Gaur Biz Park, Plot No.1, Abhay Khand-II, Indirapuram, Ghaziabad (U.P.) duly authorized by its Board of Directors vide Resolution dated 25th April 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 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 LESSEE the plot No. GH-05C, SECTOR-Techzone-IV, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No. PROP/BRS-05/2010-11/441, dated 25-03-2011 and Allotment Letter No. PROP/BRS-05/2010-11/457 dated 30-03-2011 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 Scheme (Code BRS-05/2010-11). As per terms and conditions of the scheme the Lessee is authorized to **develop and market the project on demarcated plot No.GH-05C, Sector- Techzone-IV, GREATER NOIDA measuring 71000 sq. mtrs (Actual area as per lease plan 71100 Sqm.)**

However, the lessee/sub-lessee(s) will be allowed to transfer up to 100% of its shareholding, subject to the conditions that the "Lead Member" (on the date of


प्रबन्धक निरुद्ध
ग्रेटर नोएडा प्राधिकरण

LESSOR

For Gaursons Realty Pvt. Ltd.


Authorised Signatory


LESSEE

submission of the tender) shall continue to hold at least 26% of the shareholding in the SPC till the completion of the project is obtained from the lessor.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total premium of **Rs. 83,93,35,500.00** (Rs. Eighty Three Crore Ninety Three Lac Thirty Five Thousand Five Hundred Only) out of which **Rs. 8,49,96,000.00** (Rs. Eight Crore Forty Nine Lac Ninety Six Thousand Only) which have been paid by the Lessee to the Lessor (the receipt where of 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 premium i.e. **Rs. 75,43,39,500.00** (Rs. Seventy Five Crore Forty Three Lac Thirty Nine Thousand Five Hundred 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>Balance 90% premium (Proportionate)</u>			754339500.00
		<u>Payable Premium</u>	<u>Payable Interest</u>	<u>Total payable instalment</u>	<u>Balance premium</u>
Instalment No.1	30.09.2011	0.00	45260370.00	45260370.00	754339500.00
Instalment No.2	30.03.2012	0.00	45260370.00	45260370.00	754339500.00
Instalment No.3	30.09.2012	0.00	45260370.00	45260370.00	754339500.00
Instalment No.4	30.03.2013	0.00	45260370.00	45260370.00	754339500.00
Instalment No.5	30.09.2013	47146219.00	45260370.00	92406589.00	707193281.00
Instalment No.6	30.03.2014	47146219.00	42431597.00	89577816.00	660047062.00
Instalment No.7	30.09.2014	47146219.00	39602824.00	86749043.00	612900843.00
Instalment No.8	30.03.2015	47146219.00	36774051.00	83920270.00	565754624.00
Instalment No.9	30.09.2015	47146219.00	33945277.00	81091496.00	518608405.00
Instalment No.10	30.03.2016	47146219.00	31116504.00	78262723.00	471462186.00
Instalment No.11	30.09.2016	47146219.00	28287731.00	75433950.00	424315967.00
Instalment No.12	30.03.2017	47146219.00	25458958.00	72605177.00	377169748.00
Instalment No.13	30.09.2017	47146219.00	22630185.00	69776404.00	330023529.00
Instalment No.14	30.03.2018	47146219.00	19801412.00	66947631.00	282877310.00
Instalment No.15	30.09.2018	47146219.00	16972639.00	64118858.00	235731091.00
Instalment No.16	30.03.2019	47146219.00	14143865.00	61290084.00	188584872.00
Instalment No.17	30.09.2019	47146219.00	11315092.00	58461311.00	141438653.00
Instalment No.18	30.03.2020	47146219.00	8486319.00	55632538.00	94292434.00
Instalment No.19	30.09.2020	47146219.00	5657546.00	52803765.00	47146215.00
Instalment No.20	30.03.2021	47146219.00	2828773.00	49974992.00	0.00


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ग्रेटर नोएडा प्राधिकरण

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For Gaursons Realty Pvt. Ltd.


Authorised Signatory

LESSEE

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.

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. 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.

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ग्रेटर नोएडा प्राधिकरण

LESSOR

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For Gaursons Realty Pvt. Ltd.


Authorised Signatory

LESSEE

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 plot of land numbered as Group Housing **Plot No. GH-05C, Sector-Techzone-IV**, in the **GREATER NOIDA**, Distt. Gautam Budh Nagar (U.P.) contained by measurement **71100 Sq. mtrs.** be the same a little more or less and bounded:

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

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

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 **10th 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.


प्रबन्धक निस्तर
ग्रेटर नौएडा प्राधिकरण

LESSOR

For Gaursons Realty Pvt. Ltd.


Authorised Signatory
LESSEE

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 of BRS-05/2010-11 scheme 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:

लक्ष्मीशर्मा


प्रबन्धक बिल्डिंग
ग्रेटर नोएडा प्राधिकरण

1. Prathiraj S/o Deenan Singh
R/o Gaursons City, Dehradun
Uttarakhand


For and on behalf of LESSOR

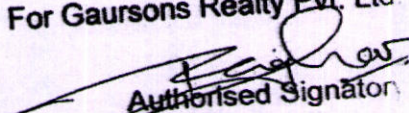
For Gaursons Realty Pvt. Ltd.



Authorised Signatory
For and on behalf of LESSEE

2. Anshu S/o Abdul Rasid
R- H-194/2 Gamma - Greater Noida


प्रबन्धक बिल्डिंग
ग्रेटर नोएडा प्राधिकरण

For Gaursons Realty Pvt. Ltd.

Authorised Signatory

LESSOR

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LESSEE

आज दिनांक 10/05/2011 को

बही सं. 1 जिल्द सं. 8510

पृष्ठ सं. 53 से 102 पर क्रमांक 8259

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


(राजबहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

10/5/2011

