2 18634/20M



उत्तर प्रिय UTTAR PRADESH Leau- Deed

18AA 045562

For Plot No. GHOSA, Sector-16

Stamp Duty Paid in Cash Certificate in levour of m/s Rudra Buildwell Homes Put. Lad.

D. 93 OKhla Phase - 1, New Delhi
In Pursuance of the order of the Collector In Pursuance of the order of the C No Memu Dated 24/29/ an amount of Res. 85 00 000 500 Rs. Four Crare Eighty Five laces only on weeds Re.

has been Paid in Cash as stamp Duty in Respect of this instrument in the State Bank of India

by Challan No/ 09000/ Dated 26-08-/2

a Copy of Which is annexed herewith.

27.09.2012

Officer in Charge Treasury

प्रंबधक (बिर्ल्डस) ग्रेटर नौएडा प्राधिकरण For RUDRA BUILDWELL HOMES PVT. LTD.

MIS Rudra Buildwell Homes Pa Her. N. Deellij े से भागील किया गया। 2 6 SEP 2012 रोकडिया गौतम बुद्ध नगर 🟃 🟃 कोषागार

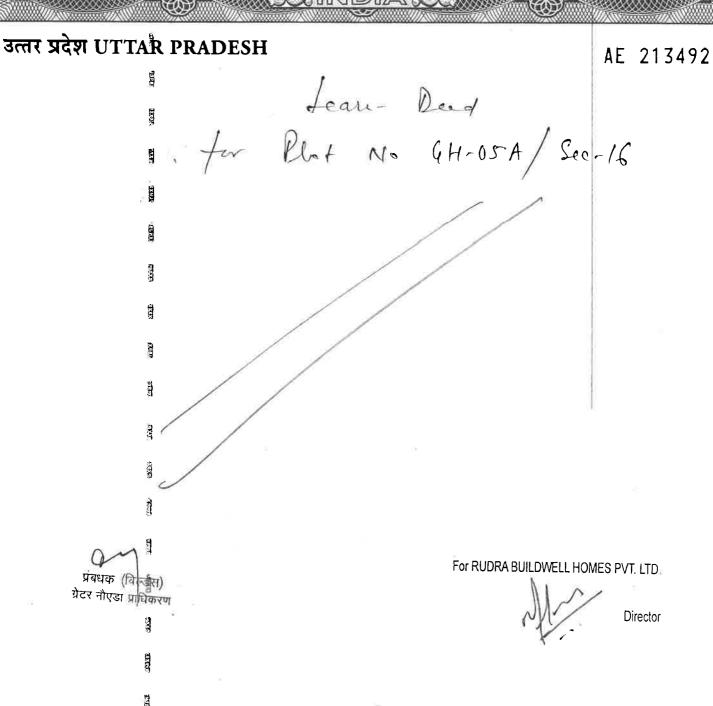
The Sell of the Land

Transform of the contract of t

Part of the Configurate

roganiti Survivi CONTRACTOR





पट्टा विलेख

(90 वर्ष )

96,988,500.00

10,000.00

50 10,050.00

2,500

प्रतिफल

मालियत ओसत वार्षिक किराया फीस रजिस्ट्री

नकल व प्रति शुल्क

योग शब्द लगभग

श्री एकशी मै0 रूद्र बिल्डवैल होम्स प्रा0िल0 द्वारा डाय्0 मुकेश खुराना

पुत्र श्री अार0पी0 खुराना

व्यवसाय व्यापार

निवासी स्थायी

डी-53 ओखला फेस-1 नई दिल्ली-110020 डी-53 ओखला फेस-1 नई दिल्ली-110020

अस्थायी पता डी-53 ओर ने यह लेखपत्र इस कार्यालयं में

दिनांक 27/9/2012

समय 4:40PM

वजे निवन्धन हेतु पेश किया।



रजिस्ट्रीकरणु अधिकारी के हस्ताक्षर

(तेज सिंह याद्वा) उपनिबन्धक सदर गौतमबुद्धनगर 27/9/2012

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

पट्टा दाता

श्री संजीव कुमार शर्मा
प्रतिनिि ग्रे0नौ0ओ0वि0प्रा0 द्वास्त्विवेक गोयल
प्र0सं0
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी

पट्टा गृहीता

श्री मै0 रूद्र बिल्डवेल होम्स प्रा0लि0 द्वारा डाय0 मुकेश

खुराना

पुत्र श्री आर0पी0 खुराना

पेशा व्यापा

निवासी डी-53 ओखला फेस-1 नई दिल्ली-110020



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री विजय कुमार शुक्ला

पुत्र श्री स्व0 आई0डी0 शुक्ला

पेशा

ए-4 खसरा नं0-258 सैदुल्लाजाब एक्स0 दिल्ली-30

निवासी व श्री

सरस कुमार एस0पी0 सक्सेना

पुत्र श्री

पेशा निवासी

158 एफएफ ज्ञान खन्ड-3 इन्द्रापुरम गाजियाबाद

नेकी ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगुठे नियमानुसार लिये गये हैं



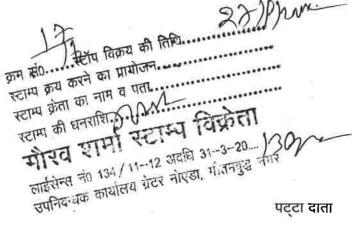


रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह गोदव) उपनिबन्धक सर्दर गौतमबुद्धनगर

AE 213493

For plut No- GH-05A/Sec-16 For RUDRA BUILDWELL HOMES PVT. LTD. प्रबंधक (बिल्ड्स) हेटर नौएडा प्राधिकरण Director



पट्टा दाता

Registration No.:

18634

Year:

2,012

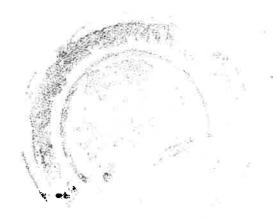
Book No.:

संजीव कुमार शर्मा प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0 द्वारा विवेक गा 0101

> ग्रे0नौ0ओ0वि0प्रा0 गौतमबुद्धनगर उ0प्र0 नौकरी









AE 213494

Lease- Devel

For Plot No- GH-05/ Sec-16 ग्रेटर नौएडा प्राधिकरण For RUDRA BUILDWELL HOMES PVT. LTD. क्रम सं० रहींप विक्रय की तिथि 29 9 9 स्टाम्प क्रय करने का प्रायोजन स्टाम्प क्रेता का नाम व पता. स्टाम्प की धनराशि अधि अन्य करने विक्रिता को नाम व पता. स्टाम्प की धनराशि अधि अन्य करने विक्रिता लाईसेन्स नं० 134/11-12 अविध अ-3-20 3 विक्रिता उपनिबन्धक कार्यालय ग्रेटर नोएडा, गौतमवुद्ध नगर

## पट्टा गृहीता

Registration No.:

18634

Year :

2,012

Book No.

0201 मै0 रूद्र बिल्डवैल होम्स प्रा0लि0 द्वारा डाय0 मुकेश खुराना

आरं0पी0 खुराना

डी-53 ओखला फेस-1 नई दिल्ली-110020

व्यापार









AE 211162

Lean deed

For Plet Nor GH-05A Sector-16 ग्रेटर नौएडा प्राधिकरण

For RUDRA BUILDWELL HOMES PVT. LTD.

क्रम संख्या स्टाम्म विक्रय की तिथि स्टाम्म क्रब करने का ऋगोजन स्टाम्म क्रेता का नाम व दूरा बता स्टाम्म की धनराशि अरिवन्द कुमार स्टाम्म विक्रेता

लाईसेन्स नम्बर-95/2003 लाईसेन्स की नबीनीकरण की अवधि-31-3-201 अधिकृत स्टाम्म बिक्रय करने स्थान उप निबन्धक कार्यालय ग्रेटर नोएडा 26 SEP 2012 D-530 200-1-1 470 2



AE 211163

Lean-Read for Plot No. 94-05A Sector-16 For RUDRA BUILDWELL HOMES PVT. LTD.

प्रबंधक (बिर्ल्डस) ग्रेटर नौएडा प्राधिकरण

196

15e 2Eb 5015



AE 211164

Jean-Rad For Rhot No. GH-05A / Sec-16 For RUDRA BUILDWELL HOMES PVT. LTD. ग्रेटर नौएडा प्राधिकरण

क्रम संख्या......स्टाम्प विक्रम की तिथि..... स्टाम्य क्रव करने का प्रयोजन..... स्टाम्य क्रेता का नाम व बूरा पता......स्टाम्य की धनराशि..... अरविन्द कुमार स्टाम्प विक्रेता लाईसेन्स नम्बर-95/2003 लाईसेन्स की नबीनीकरण की अवधि-31-3-201 अधिकृत स्टाम्ब विक्रय करने स्थान उप निबन्धक कार्बालय ग्रेटर नोएडा



BF 363355

Jean Dead

How Phot No- GH-05 A Sec-16

प्रबंधक (बिर्न्ड्स) ग्रेह्नर नौएडा प्राधिकरण For RUDRA BUILDWELL HOMES PVT. LTD.

# 27 SEP 2012

स्टाम्प विक्रय की ताम स्टाम्प क्रेस का प्रयोजन स्टाम्प की धन्त के किए के प्रयोजन स्टाम्प की धन्त के किए प्रयोजन सहेन्द्र पाल सिंह राणा स्टास्प विक्रस का० न० 27 जा० अवधि 31-3-20% 11. 231 Nosva 21 15 9 D-53
-30124211 UU 1 40 CA.A

#### **LEASE DEED**

This Lease Deed made on 27<sup>TH</sup> day of SEPTEMBER, 2012 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. RUDRA BUILDWELL HOMES PRIVATE LIMITED, a company within the meaning of Companies Act, 1956, having its registered office at D-53, Okhla Phase-1, New Delhi-110020 through its Director Mr.Mukesh Khurana S/o. Late Mr. R.P. Khurana R/o B-7-100, Extn. Safdarjung Enclave, New Delhi duly authorized by its Board of Directors vide Resolution dated 10.09.2012 (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. RUDRA BUILDWELL DEVELOPERS PRIVATE LIMITED- LEAD MEMBER
- 2. RUDRA BUILDWELL CONSTRUCTION PRIVATE LIMITED- RELEVANT MEMBER
- 3. RUDRA BUILDWELL INFRA PRIVATE LIMITED- RELEVANT MEMBER
- 4. ASSOTECH LIMITED- RELEVANT MEMBER

the Plot NO. GH-05, SECTOR-16, GREATER NOIDA, area 83115.11 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-04/2011/285 dated 14.01.2011 and Allotment Letter No.PROP/BRS-04/2011/399, dated 01.03.2011 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 said Scheme (Scheme Code BRS-04/2010). The registered consortium consists of following:-

S.No.	Name of member	Shareholding	Status
1.	RUDRA BUILDWELL DEVELOPERS PRIVATE LIMITED	50%	LEAD MEMBER
2.	RUDRA BUILDWELL CONSTRUCTION PRIVATE LIMITED	25%	RELEVANT MEMBER
3,	RUDRA BUILDWELL INFRA PRIVATE	20%	RELEVANT MEMBER
4.	ASSOTECH LIMITED	5%	RELEVANT MEMBER

प्रंबधक (बिर्ल्डस) L**ESSDR** प्राधिकरण FOR RUDRA BUILD WELL HOMES PVT. LTD.

ESSEE Director



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. RUDRA BUILDWELL DEVELOPERS 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:-

SI.	Plot No.	Sector	Sub Divided	Name of member	Status
No.			area		
			(in sq.m.)		
1,	GH-05A	16	43115.11 (as per lease plan total area 43137.85 sqm. & clear area 43105.85)	RUDRA BUILDWELL HOMES PVT. LTD. (SPC of M/s. Rudra Buildwell Developers Pvt. Ltd Lead Member & Assotech Limited- Relevant Member)	SPC
2.	GH-05B	16	20000.00	RUDRA BUILDWELL CONSTRUCTION PRIVATE LIMITED	Relevant Member
3.	GH-05C	16	20000.00	RUDRA BUILDWELL INFRA PRIVATE LIMITED	Relevant Member

Whereas the said registered consortium has given an undertaking dated 27.09.2012 (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 the aforesaid sub-division vide letter No. Prop/BRS-4-2010/332, dated 20.09.2012 and name and status of **M/s. RUDRA BUILDWELL HOMES PRIVATE LIMITED (SPC)** on the request of consortium in accordance with the Clause C-8(e) of the brochure/bid document of the scheme. Accordingly lessee has to develop and market the project on demarcated/sub-divided **Plot No. GH-05A, Sector-16, Greater Noida measuring 43137.85 square metre** (out of which presently 43105.85 sq.m. land area is being leased through this lease deed and accordingly consideration is determined) vide letter No. Builders/BRS-04/2010-11/332, dated 20.09.2012. Rest encroached/affected area i.e. 32.00 sq.m. shall be offered for possession after execution of supplementary lease deed to the lessee as and when it becomes clear. For staking claim on this affected area, lessee shall pay the instalments as per letter dated 20.09.2012. The difference of increase in area shall be payable by the lessee alongwith dues if any.

LESSOR

4

For RUDRA BUILDWELL HOMES PVT. LTD.
LESSEE
Director

प्रंबधक (बिर्ल्डस) ग्रेटर नौएडा प्राधिकरण



AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that **M/s. RUDRA BUILDWELL HOMES PRIVATE LIMITED (Lessee)** having its registered office at D-53, Okhla Phase-1, New Delhi-110020 shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No.GH-05A, Sector-16, Greater Noida. Shareholding conditions on the lessee company/ companies shall be applicable on lessee as per clause C-8 & C-10 of the brochure of BRS-04/2010 scheme.

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

1. This in consideration of the total proportionate premium of the 43105.85 sq.m. is **Rs.** 49,79,15,673.00 (Rs. Forty Nine Crore Seventy Nine Lac Fifteen Thousand Six Hundred Seventy Three Only) out of which 10% **Rs.** 4,97,91,567.00 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 installments. After expiry of moratorium period, the balance 90% premium i.e. **Rs.44,81,24,106.00** of the plot along with interest will be paid in 16 half yearly installments in the following manner:-

Due date	Head	<u>Premium</u>	<u>Interest</u>	Total amount of Instalment	Balance Premium
100		Balance 90% premium			
01.09.2011	Instalment No.1	0.00	26887446.00	26887446.00	448124106.00
01.03.2012	Instalment No.2	0.00	26887446.00	26887446.00	448124106.00
01.09.2012	Instalment No.3	0.00	26887446.00	26887446.00	448124106.00
01.03.2013	Instalment No.4	0.00	26887446.00	26887446.00	448124106.00
01.09.2013	Instalment No.5	28007757.00	26887446.00	54895203.00	420116349.00
01.03.2014	Instalment No.6	28007757.00	25206981.00	53214738.00	392108592.00
01.09.2014	Instalment No.7	28007757.00	23526516.00	51534273.00	364100835.00
01.03.2015	Instalment No.8	28007757.00	21846050.00	49853807.00	336093078.00
01.09.2015	Instalment No.9	28007757.00	20165585.00	48173342.00	308085321.00
01.03.2016	Instalment No.10	28007757.00	18485119.00	46492876.00	280077564.00
01.09.2016	Instalment No.11	28007757.00	16804654.00	44812411.00	252069807.00
01.03.2017	Instalment No.12	28007757.00	15124188.00	43131945.00	224062050.00
01.09.2017	Instalment No.13	28007757.00	13443723.00	41451480.00	196054293.00
01.03.2018	Instalment No.14	28007757.00	11763258.00	39771015.00	168046536.00
01.09.2018	Instalment No.15	28007757.00	10082792.00	38090549.00	140038779.00

प्रबंधक (बिर्त्ड्स) ग्रेटर्र मेर्ड्ड प्रीधिकरण For RUDRA BUILDWELL HOMES PVT. LTD.





01.03.2019	Instalment No.16	28007757.00	8402327.00	36410084.00	112031022.00
01.09.2019	Instalment No.17	28007757.00	6721861.00	34729618.00	84023265.00
01.03.2020	Instalment No.18	28007757.00	5041396.00	33049153.00	56015508.00
01.09.2020	Instalment No.19	28007757.00	3360930.00	31368687.00	28007751.00
01.03.2021	Instalment No.20	28007757.00	1680465.00	29688222.00	0.00

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/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.

प्रंबधक (बिर्ल्ड्स) ग्रेटर नौएज् प्राधिकरण

ار ار ا For RUDRA BUILDWELL HOMES, PVT. LTD.

Director

LESSOR

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 sub divided plot of land numbered as Group Housing Plot No.GH-05A, SECTOR-16, GREATER NOIDA Distt. Gautam Budh Nagar (U.P.) contained by measurement 43105.85 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

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 27<sup>TH</sup> DAY OF SEPTEMBER 2012 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 LESSEE DOTH 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:-

प्रंबधक (बिर्ल्डस) ग्रेटर नौएडा प्राधिकरण For RUDRA BUILDWELL

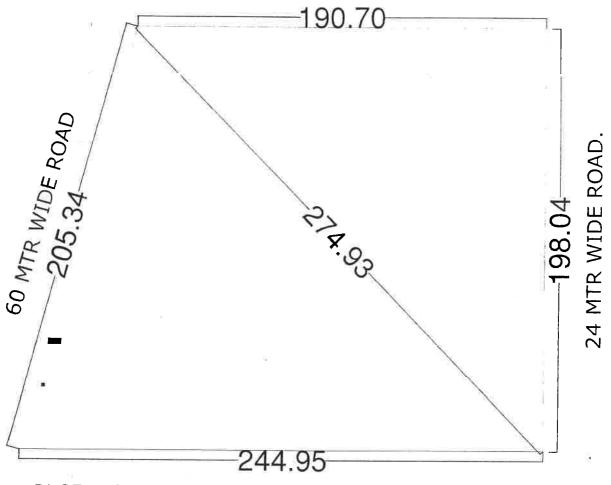
LESSEE Director



## PLOT NO-GH-05A



45 MTR WIDE ROAD.



### PLOT NO-GH-05C

PLOT NO-GH-05B

TOTAL AREA = 43137.85SQM. ENCROACHED AREA = 32.0SQM. NET AREA = 43105.85SQM.

प्रंबधक (बितुर्डस) ग्रेटर नौएडा प्राधिकरण For RUDRA BUILDWELL HOMES

SIGN-

SIGN-

POSSESSION TAKEN OVER

POSSESSION HANDED OVER



Director

LEASE PLAN FOR

PROJ. DEPTT.

9/9 SR.

PLOT NO-GH-5A

LAND DEPTT.

N. TEHSILDAR TEHSILDAR

OF SECTOR-16

ALO OK

EKHPAL

MATER

GREATER NOIDA

PLNG. DEPTT.

LAW DEPTT.

SR. DRAFTSMAN

SR. EXECUTIVE/Mg0



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY





- (i) Lessee has paid **Rs. 49,79,157.00** 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.
- (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (v) The Lessee has to pay lease rent equivalent to 11 years @1% p.a. (total 11%) of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable 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/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/sub Lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing/flats/plots. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or 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 Lessor.
  - i) Such allottee/sub Lessee should be citizen of India and competent to contract.
  - ii) Normally, the permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed,

प्रंबधक (बिर्ल्डस) ग्रेटर नीएडा प्राधिकरण

EE Director

For RUDRA BUILDWELL HOMES, PVT. LTD.



Add the recognition of the contract to

arasiid .

in Rodya Buddweit inte 251 Ltd

ंआज दिनांक <u>27/09/2012</u> को जिल्द सं <u>305</u> पृष्ठ सं <u>147</u> से <u>166</u> पर कमांक <u>1271</u> रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह ग्रादव) उपनिबन्धक सदर गौतमबुद्धनगर 27/9/2012

