

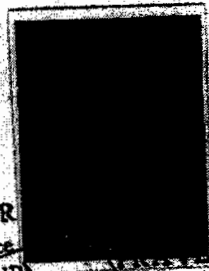
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उत्तर प्रदेश UTTAR PRADESH

LEASE DEED

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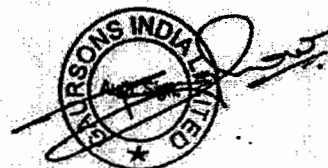


GAUTAM KUMAR
Advocate
Gautam Buch Nagar (UP)

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Advocate
Gautam Buch Nagar (UP)

Manager (Inst.)
Greater Noida Ind. Dev. Authn

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27 OCT 2010

1. कर्म स्वामी ..Min.. निम्न की तिथि.....
स्टाम्प क्रम व मूल्य का प्रमाण.....
स्टाम्प क्रम व मूल्य का प्रमाण.....
स्टाम्प की प्रमाणित. 100.

M/s Gaur Sons India Ltd. New Delhi

अद्वितीय कुमार कंसल स्टाम्प विक्रेता
संख्या 352
संख्या की मूल्य 31 रु.
संख्या का मूल्य 31 रु.

FH-02



LEASE DEED

This Lease Deed made on 2nd day of November, 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 **Gaursons India Limited.**, a company within the meaning of Companies Act, 1956, having its registered office at **D-25, Vivek Vihar, Delhi-110095** through its Managing Director/Director/Authorised Signatory **Sh. S.Raghav S/o Sh. L.S. Raghav R/o Gaurblz Park, Plot No. 182 Abhaykhand-II, Indrapuram, Ghaziabad (U.P.)** duly authorized by its Board of Directors vide Resolution dated 01.10.2012 (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 Developer's Farm Houses Plot No. FH-02, Sector-Agricultural Greens, Greater Noida District Gautam Budh Nagar (U.P.) on the terms and conditions hereinafter appearing for the purpose of developing farm houses plots or constructing farm houses according to the set backs and layout plan / building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System allotted/awarded to the lessee Developers Farm Houses Plot NO. FH-02, SECTOR- Agricultural Greens, GREATER NOIDA, area 404879 sq.m. (as per lease plan actual area of the plot is 404879sq.m., Area to be handed over Later 3168.59 Sqm., Net Area = 401710.41 Sqm.) after fulfilling the terms and conditions prescribed in the brochure/bid document and its corrigendum, if any, vide Reservation/Acceptance Letter No. INST/FARM HOUSES/2011/2676 dated 07.03.2011 and Allotment Letter No. Prop/Institutional/FH/2011/3609 dated 25.04.2011 for the development and marketing of Farm Houses Plots or Built-up Farm Houses (as the case may be) on the detailed terms and conditions set out in the said allotment letter and brochure/bid document of the said Scheme (Scheme Code Institutional(Farm Houses)-01/2011).

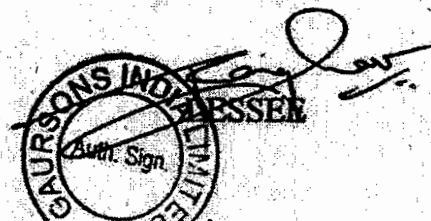
I. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total premium of the plot (having area 404879 sq.m.) is Rs. 112,73,88,000/- (Rupees One Hundred Twelve Crore Seventy Three Lac Sixty Eight Thousand only) out of which Rs. 35,92,54,603/- (Rs. Thirty Five Crore Ninety Two Lac Fifty Four Thousand Six Hundred and Three only) which have been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge). The balance premium i.e. Rs. 76,81,13,397/- (Rs. Seventy Six Crore Eighty One Lac Thirteen Thousand Three Hundred Ninety Seven only) of the plot along with interest @ 13% p.a. will be paid in 12 half yearly installments in the following manner :-

<u>Instalment</u>	<u>Due date</u>	<u>Balance payable premium</u>			<u>Rs 76,81,13,397/-</u>
		<u>Payable Premium</u>	<u>Payable Interest</u>	<u>Total payable instalment</u>	<u>Balance premium</u>

LESSOR  Manager (Inst.)
Greater Noida Indl. Dev. Author.

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Instalment No.1	25.10.2011	75157867	58623136	133781003	826736538
Instalment No.2	25.04.2012	75157867	53737875	128895741	751578667
Instalment No.3	25.10.2012	75157867	48852613	124010480	876420800
Instalment No.4	25.04.2013	75157867	43967352	119125219	601262938
Instalment No.5	25.10.2013	75157867	39082091	114239957	526105067
Instalment No.6	25.04.2014	75157867	34196829	109354696	450947200
Instalment No.7	25.10.2014	75157867	29311568	104469435	375789338
Instalment No.8	25.04.2015	75157867	24426307	99584173	300631467
Instalment No.9	25.10.2015	75157867	19541045	94698912	225473600
Instalment No.10	25.04.2016	75157867	14655784	89813651	150315733
Instalment No.11	25.10.2016	75157867	9770523	84928389	75157867
Instalment No.12	25.04.2017	75157867	4885261	80043128	0

1. All payment should be made through demand drafts/ pay orders drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida/ Greater Noida. The lessee should clearly indicate his name and details of plot allotted/leased on the reverse of the demand draft/ pay order.
2. In case of default in depositing the installments or any payment, interest @ 16% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
3. All payments should be remitted by due date. In case the due date is a bank holiday then the allottee should ensure remittance on the previous working day.
4. In case of default, the allotment and reservation offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts.
5. 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.
6. The one time Lease Rent prevalent at the time of execution of lease deed shall be payable. Lease Rent shall be paid in accordance with clause 'Lease Rent' given in the below mentioned paras.
7. Yielding and paying therefor yearly lease rent in advance during the said term into the lessor on the Day 2nd November, 2012, in each year @ 2.5% of the total premium during the first ten years. The lessee shall pay unto the lessor at its office or as otherwise directed lease rent in advance on yearly basis. The lease rent would be charged from the date of execution of lease deed. The lessee shall pay lease rent annually in advance without waiting for any demand notice or reminder thereof. The lease rent would be enhanced after every ten years from the date of execution of lease deed by 50% of the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the allottee. In case of default in payment of lease rent interest @ 16% per annum compounded every half yearly would be chargeable for the delayed period.

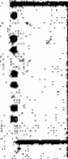
LESSOR

Manager (Inst.)
Greater Noida Indl. Dev. Authority



The Lessor doth hereby demise on lease to the Lessee that plot of land numbered as Developers Farm House Plot No.FH-02, SECTOR-Agriculture Greens, GREATER NOIDA Distt. Gautam Budh Nagar (U.P.) contained by measurement 404879 Sqm. be the same a little more or less and bounded:

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



As per Lease Plan attached

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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from 2nd DAY OF November, 2012 except and always reserving to the Lessor.

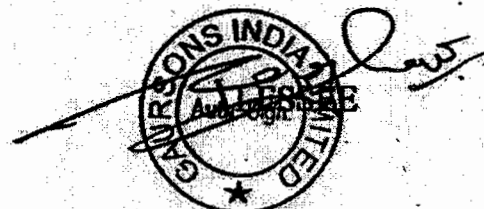
- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot 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 farm house or for the structure time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee/Sub-lessee for all damages directly occasioned by the exercise of such rights hereby reserved. The decision of the GNIDA on the amount of such compensation shall be final and binding on the Lessee/Sub-lessee.

II. THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

- A) a) Yielding and paying therefore yearly lease rent in advance during the said term unto the Lessor yearly lease rent indicated below:-
 - (i) Lessee has paid Rs. 2,81,84,200/- (Rs. Two Crore Eighty One Lac Eighty Four Thousand Two Hundred only) as annual lease rent being 2.5% 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.
 - (iv) Delay in payment of the advance lease rent will be subject to interest @16% per annum compounded half yearly on the defaulted amount for the defaulted period.
- b) The Lessee/Sub-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

LESSOR
Manager (Inst.)
Greater Noida Indl. Dev. Authority

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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 @ 16% 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 development of farm houses plots and / or construction of farm houses. However, the Lessee shall be entitled to allot the farm houses Individual plots or built up farm houses, as fixed in the bid document/brochure, on Tripartite 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 of building bye-laws and prevailing terms and conditions to the Lessor. Further transfer/ Tripartite sub lease shall be governed by the prevailing policy of the Lessor.

B. NORMS OF DEVELOPMENT

The land use breakup for the plots on offer shall be as follows:

MINIMUM SIZE, PERMITTED FAR, GROUND COVERAGE, HEIGHT IN FARM HOUSE	
GROUND COVERAGE	10%
FAR	0.15
MAXIMUM HEIGHT	10 MTRS
Other Provisions including minimum size of each farm house shall be as per prevailing Building Bye-laws of GNIDA.	

B-1 PERMISSIBLE ACTIVITIES / USE IN THE FARM HOUSE ON AGRICULTURAL LAND

The Lessee / Sub Lessee, in each farm house developed by the Lessee / Sub-Lessee, shall be allowed to use the farm house plot allotted under this "Farm House Scheme" only for the below mentioned activities for personal use only and no other activity on the land allotted under the scheme shall be permissible -

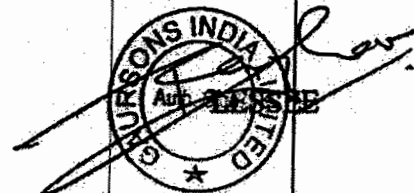
- One dwelling unit
- Staff / Servant Quarter
- Guard Room
- Swimming Pool
- Dairy Farming / Poultry Farms
- Orchard
- Parks and Play Grounds
- Parking Facilities
- Plant Nursery

C. CHANGE OF CONSTITUTION OF LESSEE / SUB-LESSEE

However, the lessee/ Sub-lessee(s) will be allowed to transfer up to 100% of its shareholding, subject to the condition that the "Lead Member"(on the date of submission of the tender) shall continue to hold at least 26% of the shareholding in

LESSOR Manager (Inst.)
Greater Noida Indl. Dev. Authority

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deposit, if any, made by the allottee against that portion of the land of which possession could not be delivered to the allottee by the GNIDA.

17. All terms and conditions of brochure/bid document of Developer Farm Houses Scheme, of the lessor under which plot is allotted, and its corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee / Sub Lessee. *NOTE: The words "LEASED OUT" written by Person on page-3 in 1986*

between Net 1 area and on page-4 in lease plan between Net 2 area is admitted.
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.

Ataulh Sp Abdul Kallid
E. 403 A Greater Noida house I

For and on behalf of LESSOR

2.

Arin Khan Sp Brum Khan
B2 DUA Street No 11
Durga pur N. D. W. 46

For and on behalf of LESSEE

Certified that this true and extract copy of the original in all respect.

Manager (Inst.)
Greater Noida Ind. Dev. Authority
LESSOR

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PERSONS INDIA LIMITED
LESSEE

आज दिनांक 03/11/2012 को

बही सं 1 जिल्द सं 11920

पृष्ठ सं 393 से 422 पर क्रमांक 21325

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


(तेज सिंह यादव)

उपनिबन्धक सदर

गीतमबुद्धनगर

3/11/2012

