

T-20074

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY  
RUPEES



Sub Registrar Office Compound  
Greater Noida

MUKESH KUMAR SHARMA  
J. Com., LL.B  
Advocate  
Sub Registrar Office Compound  
Greater Noida

उत्तर प्रदेश UTTAR PRADESH

15AA 183583

Stamp Duty Paid in Cash Certificate in favour of m/s Regal Emporia Infotech Pvt. Ltd.  
N-5, Opp. Axis Bank Sector-18 Noida

In Pursuance of the order of the Collector  
No. memo Dated 08/08/11 Passed under

section 10-A of the Stamp Act, 1899 certified that

an amount of Rs. 5,00,000/-

(in words Rs. Five hundred only

has been Paid in Cash as stamp Duty in Respect

of this instrument in the State Bank of India

Treasury/Secy Treasury of Noida

by Chellan No. Noida/09/11

a Copy of Which is annexed herewith.

16 अगस्त 2011

Signature

Date

Officer-in-Charge  
Treasury

Gauram Buth Hagar  
16/08/11

प्रमाणित (Stamp)

For Regal Emporia Infotech Pvt. Ltd.

Auth. Signatory

Auth. Signatory

M/s Regal Emporia InfraTech  
Pvt Ltd. Sec 18 Noida





भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

18AA 045577

5

Stamp Duty Paid in Cash Certificate in favor of M/s REGAL EMPORIA INFRA TECH PVT. LTD.  
N-5, Opp. Axis Bank. Sec-18, Noida.

In Pursuance of the order of the Collector  
Noida dated 15/10/12

section 10-A of the Stamp Act, 1958, it is certified that  
an amount of Rs. 89,750-00/-

(In words Rs. Eighty Nine Lacs Seventy Five Thousand  
Seven Hundred Fifty only)

has been Paid in Cash as stamp Duty in Respect

of this instrument in the State Bank of India

Treasury, Sub-Treasury of Noida

by Chalan No. 9202 dated 15-10-12

a Copy of Which is annexed herewith.

16-10-2012

Date

Officer in Charge

Treasury

Goutam Dutt Nigam

16/10/12

For Regal Emporia Infatech Pvt. Ltd.

*[Signature]*

Auth. Secretary

Auth. Secretary

अवधक (सम्पत्ति) ।

नं. 73  
क्र. 16 OCT 2012  
रोकडिया  
कोल्हापूर गौतम बुद्ध नगर

M/s Regal Exporia InfraTech  
Pvt Ltd  
Delhi

752,845,000.00 पट्टा विलेख (90 वर्ष) 10,000.00 50 10,050.00 2,500

प्रतिफल मालियत आयत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

पुत्र श्री मीरगील इम्पोरिया इन्फ्राटेक प्रा० लि० द्वारा मी० शोएब

व्यवसाय व्यापार

निवासी पत्नी टी-70 डी०डी०ए० फ्लैट्स सी०-7 जसोला विहार नई दिल्ली  
अस्थायी पत्नी टी-70 डी०डी०ए० फ्लैट्स सी०-7 जसोला विहार नई दिल्ली  
ने यह लेखपत्र इस कार्यालय में दिनांक 19/10/2012 समय 12:58PM  
को निवेदन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

19/10/2012

निष्पादन लेखपत्र बाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

सी० नौ० ओ० वि० प्रा० द्वारा सोनिका यादव (प्र० सी०)

पेशा नौकरी  
निवासी ग्रेटर नौएडा

*[Signature]*



मीरगील इम्पोरिया इन्फ्राटेक प्रा० लि० द्वारा मी० शोएब  
पुत्र श्री मी० इकबाल  
पेशा व्यापार  
निवासी टी-70 डी०डी०ए० फ्लैट्स सी०-7 जसोला  
विहार नई दिल्ली



ने निष्पादन स्वीकार किया।

जिल्दी फाचन श्री जितेन्द्र कंसल

पुत्र श्री जयभगवान गुप्ता

पेशा

निवासी प्लॉट नं०-831 नीतिखण्ड-3 इन्दिरापुरम गाजियाबाद

व श्री मुकेश कुमार शर्मा (अधिवक्ता)

पुत्र श्री

पेशा

निवासी एच-168/4 गामा ग्रेटर नौएडा

ने की।

प्रत्यक्षतः चर्चा साक्षियों के निधान अंगुठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

19/10/2012



## LEASE DEED

This Lease Deed is executed on **17<sup>TH</sup>** day of **OCTOBER, 2012** 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 REGAL EMPORIA INFRATECH PRIVATE LIMITED**, a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **T-70, DDA Flats, Sector-7, Jasola Vihar, New Delhi**, duly authorized Signatory Mr. Mohd. Shoaib S/o Mr. Mohd. Iqbal vide Resolution dated 09.10.2012 passed by its Board of Directors, being a Special Purpose Company within the meaning of Article C-7(e) of the Brochure of the Scheme -2010-11 (Commercial Builders Plot-I), (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

- **M/s ECOTECH BUILDERS PVT. LTD. and**
- **M/s EARTHCON CONSTRUCTIONS PVT. LTD. and**
- **M/s SURPRISE SUPPLIERS PVT. LTD. and**
- **M/s LEAD INDIA PROJECT and**
- **M/s VERTICAL LIMIT INFRATECH PVT. LTD.**

On the basis of sealed tenders vide letter bearing No. Prop/Commercial/2010/387 DATED 19<sup>TH</sup> November 2010 has been allotted builders commercial plot No.C-2, Sector-4, Greater Noida measuring **20235 sq. mtrs.** for the purpose of development of Commercial Complex(s) for commercial activities such as shopping

LESSOR

For Regal Emporia Infratech Pvt. Ltd. **LESSEE**  
Auth. Signatory  
Auth. Signatory

पट्टा दातः

Registration No.: 20074

Year: 2012

Book No.

:

0101- १०-न००ओ०वि०प्र०मरु लोनिवा यक्षव (प्र०स०)

मरु लोनिवा

न०. १



malls, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses.

AND WHEREAS in terms o Article C-7(e) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. **M/s REGAL EMPORIA INFRATECH PVT. LTD.**, a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **T-70, DDA Flats, Sector-7, Jasola Vihar, New Delhi**, in which the consortium have the following shareholding -

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/s ECOTECH BUILDERS PVT. LTD.	50%	Lead Member
2	M/s EARTHCON CONSTRUCTIONS Pvt. Ltd.	10%	Relevant Member
3	M/s SURPRISE SUPPLIERS PVT. LTD.	10%	Relevant Member
4	M/s LEAD INDIA PROJECT	10%	Relevant Member
5	M/s VERTICAL LIMIT INFRATECH PVT. LTD.	20%	Relevant Member

AND WHEREAS it has been represented to the LESSOR that the Special Purpose Company members have agreed amongst themselves that **M/s REGAL EMPORIA INFRATECH Pvt. Ltd.**, having its registered office at **T-70, DDA Flats, Sector-7, Jasola Vihar, New Delhi-110025**, shall always remain the Lead Member of the Special Purpose Company. However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (as on the date of submission of the tender) shall continue to hold at least 51% of the shareholding and the "Lead member" shall remain at least 26% till the occupancy/ completion certificate of at least one phase of the project is obtained from the LESSOR.

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. 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

LESSOR

For Regal Emporia Infratech Pvt Ltd

Auth. Signatory

LESSEE  
Auth. Signatory

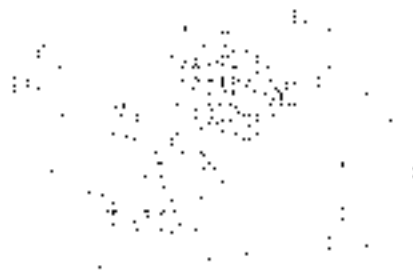
## पट्टा गृहीता

Registration No. : 25074

Year : 2012

Book No. : 1

0201 श्रीरंगल इन्फोर्सिग हुन्डस्टैक डालिओद्वारा गौडसोणब  
मच्छिप्याल  
जन्ता डोल्डोडुगु पडेडक ठेगाने बसोडु विडाल नई दिखी  
जालि





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:-**

**I (a)** 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 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 Plot No. C-2, Sector- 4, Greater Noida admeasuring 20235 sq. mtrs, 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 :

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:-

- (i) 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.
- (ii) 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.

  
LESSOR

For Regal Emporia Infratech Pvt. Ltd.

Auth. Signatory  LESSEE  
Auth. Signatory

- (b) The total premium of the demised plot is Rs.46,74,28,500.00 **(Rs. Forty Six Crore Seventy Four Lac Twenty Eight Thousand Five Hundred only)** out of which **Rs. 4,67,42,850/- (Rupees Four Crore Sixty Seven Lac Forty Two thousand Eight Hundred Fifty 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 installments. After expiry of moratorium period, the balance approx. 90% premium i.e. **Rs. 42,06,85,650/- (Rs. Forty Two Crore Six Lac Eighty Five Thousand Six Fifty only)** of the plot along with interest will be paid in 16 half yearly installments in the following manner:-

Head	Due date	Premium	Interest	Total amount of Installment	Balance premium
Instalment No.1	19.5.2011	0	25241139	25241139	420685650
Instalment No.2	19.11.2011	0	25241139	25241139	420685650
Instalment No.3	19.5.2012	0	25241139	25241139	420685650
Instalment No.4	19.11.2012	0	25241139	25241139	420685650
Instalment No.5	19.5.2013	26292853	25241139	51533992.1	394392797
Instalment No.6	19.11.2013	26292853	23663568	49956420.9	368099944
Instalment No.7	19.5.2014	26292853	22085997	48378849.8	341807091
Instalment No.8	19.11.2014	26292853	20508425	46801278.6	315514238
Instalment No.9	19.5.2015	26292853	18930854	45223707.4	289221384
Instalment No.10	19.11.2015	26292853	17353283	43646136	262928531
Instalment No.11	19.5.2016	26292853	15775712	42068565	236635678
Instalment No.12	19.11.2016	26292853	14198141	40490994	210342825
Instalment No.13	19.5.2017	26292853	12620570	38913423	184049972
Instalment No.14	19.11.2017	26292853	11042998	37335851	157757119
Instalment No.15	19.5.2018	26292853	9465427	35758280	131464266
Instalment No.16	19.11.2018	26292853	7887856	34180709	105171413
Instalment No.17	19.5.2019	26292853	6310285	32603138	78878559
Instalment No.18	19.11.2019	26292853	4732714	31025567	52585706
Instalment No.19	19.5.2020	26292853	3155142	29447996	26292853
Instalment No.20	19.11.2020	26292853	1577571	27870424	0

- (i) Premium referred to in this document means total amount payable to the Authority for the allotted plot.
- (ii) 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/NOIDA/ GREATER NOIDA

LESSOR

For Regal Emporia InfraTech Pvt. Ltd.

LESSEE

Auth. Signatory

Auth. Signatory



indicating the name of the Lessee and the number of plot on the reverse of the demand draft/pay order.

- (iii) 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.
- (iv) All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee/sub-lessee should ensure remittance on the previous working day.
- (v) The payment made by the Lessee/Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.
- (vi) 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 the Lessor.
- (vii) In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority. In the event extension is granted, interest @ 15% per annum compounded half yearly shall be payable by the Lessee on the outstanding amount for the period extension is granted.
- (viii) For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

**Note:** Land compensation amount against this plot will be paid by the allottee if asked/demanded by the Authority in case of enhancement in the compensation the enhance rate will be applicable.

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

- (i) The ground rent/lease rent @ Rs. 1/- per sqm. per year for the first three years from the date of execution of the lease deed. The lessee has paid a sum of Rs.20235/- (Rs. Twenty thousand Two Hundred Thirty Five Only) towards the lease rent for the first one years which amount the LESSOR hereby acknowledges.
- (ii) Thereafter, the ground/lease rent shall be payable @ 1% p.a. of the total premium of the plot for next seven years of the first ten years.

  
LESSOR

For Regal Emporia Infotech Pvt Ltd.

Auth. Signatory

Auth. Signatory

  
LESSEE



- (iii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iv) 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.
- (v) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. (12% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (vi) The Lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the demised plot per year as "One Time Lease Rent" 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 is not in arrears as on the date of exercising the option to pay one time lease rent has and paid the earlier lease rent due and lease rent already paid will not be considered in calculating the amount payable under the One Time Lease Rent option.
- (vii) After execution of the tripartite sub-lease deed, sub-lessee shall be liable to pay the proportionate annual lease rent of sub leased area unless by such time the one time lease rent has been paid by the LESSEE.

## **II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS**

(1) The possession of the demised premises has been handed over to the LESSEE and the LESSEE hereby acknowledges that it has received the actual physical possession of the demised premises. The LESSEE further acknowledges that the allotment and the demise of the plot is on "As is where is basis".

(2) This lease is for a period of ninety years from the date of lease deed.

### **(3) DEVELOPMENT NORMS**

  
LESSOR

For Regal Emporia Infotech Pvt Ltd.

Auth. Signatory

Auth. Signatory

  
LESSEE

The LESSEE, subject to what is set out in the chart below, can carry out on the demised plot, the development as per the norms specified in the Building Regulations and Directions of LESSOR.

Maximum permissible Ground Coverage	30%			
Maximum permissible FAR	4	4	4	4
Set backs	As per Building Bye-laws of GNIDA			
Maximum Height	No Limit (subject to fulfillment of statutory requirements by the lessee).			

#### **(4) PERMISSIBLE CONSTRUCTION**

- (i) Construction shall be permissible as per details given in the Development Norms above only after the prior approval of the building plans by LESSOR.
- (ii) All the infrastructural services shall have to be provided by the LESSEE within the plot area only.
- (iii) All clearances/approvals must be obtained by the LESSEE from the respective competent statutory authorities prior to the commencement of the construction work.
- (iv) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority (ies).
- (v) All other provisions, not specified in this lease deed shall be in accordance with the Building Regulations and Directions of the LESSOR and shall include the amendments made thereto from time to time.

#### **(5) UTILITY**

The demised plot shall be used for development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the construction

LESSOR

For Regal Emporia Infotech Pvt Ltd.

LESSEE

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activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall be the responsibility of the LESSEE to obtain all statutory clearances from the concerned authority(ies) prior to commencement of the functioning in the premises. LESSOR shall not be responsible for any consequences arising out of the failure of the LESSEE to receive any such statutory clearance.

**(6) IMPLEMENTATION AND COMPLETION OF THE PROJECT**

- (i) The LESSEE shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from LESSOR in maximum 5 phases within a period of 5 years from the date of execution of lease deed. The LESSEE shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get completion certificate of the first phase accordingly issued from the building cell/planning section of the LESSOR within a period of three years from the date of execution of lease deed.

Provided that, in exceptional circumstances, extension of time may be granted by the LESSOR subject to the payment of extension charges applicable as per the prevailing policy, at the time of grant of such extension.

- (ii) In case the LESSEE does not construct building within the time provided, including extension granted, if any, for above, the allotment/ lease deed shall be liable to be cancelled. In such an event the LESSEE shall lose all rights to the allotted land buildings appurtenant thereto.

**(7) COMPLETION**

The "Completion Certificates(s)" will be issued by LESSOR on the completion of the project and on submission of the necessary documents required for certifying the completion of the project as per prevailing rules.

**(8) INDEMNITY**

The LESSEE shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent maintenance of the

  
LESSOR

For Regal Emporia Infotech Pvt. Ltd.  
LESSEE

Auth. Signatory 

Auth. Signatory



building and services, till such time as the alternate agency for such work is identified and legally appointed by the LESSEE after prior written approval of LESSOR. The LESSEE shall execute an indemnity bond, indemnifying LESSOR and its officers and employees against all disputes arising out of:

- (i). The non-completion of the project
- (ii). The quality of development, construction and maintenance.
- (iii). Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser (s).

#### **(9) MORTGAGE**

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/ Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The LESSEE/sub-LESSEE(s) should have valid time period for construction as per terms of the lease deed/sub lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will submit the following documents:

- a) Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
- b) Clearance of upto date dues of the GNIDA.

The LESSEE accepts that in the event permission to mortgage is granted then the GNIDA shall have the first charge on the plot towards payment of all dues of GNIDA.

Provided that in the event of sale or foreclosure of the mortgaged/charged property, the GNIDA shall be entitled to claim and recover such percentage, as decided by the GNIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the GNIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

  
LESSOR

For Regal Emporia Infotech Pvt Ltd.

Auth. Signatory  LESSEE  
Auth. Signatory

The GNIDA's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

## **(10) TRANSFER**

The allottee/LESSEE can transfer the whole plot and the buildings constructed thereon with the prior permission of written approval of the LESSOR after payment of transfer charges as per the prevailing policy of LESSOR. However, the LESSOR reserves the right to reject any such transfer application without assigning any reason whatsoever.

In addition to the transfer charges as per prevailing policy of LESSOR, the allottee/LESSEE shall also pay an amount of Rs.10,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment letter, the permission for grant of transfer and this lease deed shall be binding on the LESSEE, as well as the sub-lessees/transferees.

No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of Rs.10,000/- will be payable on such transfer.

Change in Constitution of the allottee/Lessee shall not be permitted before the execution of the lease deed. In case the change in constitution is allowed after the execution of the lease deed, the Lessee shall pay the proportionate transfer charges as applicable on the transferred equity shares and execute Change in Constitution deed as applicable. However, the Change in Constitution of the Lessee shall be permissible subject to the condition that a minimum of 51% of the original total equity shares of the company, on the date of submission of the tender shall be retained till the completion of the project i.e. upto obtaining the Completion Certificate from the LESSOR.

No transfer charges shall be applicable if built up space of commercial plot is transferred within two years from the date of issuing of the completion certificate by LESSOR. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The Lessee shall be

  
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For Regal Emporia Infratech Pvt. Ltd.

LESSEE

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entitled to transfer the built-up space on the fulfillment of the following conditions:-

- (i). The Lessee has made full payment of the plot premium along with interest thereon and the up-to-date lease rent along with interest, if any, due thereon.
- (ii). No transfer / sub lease of the built up space shall be effective and binding on the LESSOR unless a tripartite sub lease deed as the Performa approved by the LESSOR has been duly executed between the LESSOR, the LESSEE and the SUB-LESSEE. The Lessee / Sub-Lessee shall also ensure adherence to the building regulations and directions of the LESSOR. All the terms and conditions of the allotment and lease deed shall be applicable and binding on SUB-LESSEE as well. It is made clear that the consideration for the SUB LEASE DEED shall be payable exclusively to the LESSEE.
- (iii). The Lessee has obtained the building completion certificate for the 1<sup>st</sup> phase from the LESSOR.
- (iv). The sub-lessees/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred shall be as per completion certificate and are not part of any common area.
- (v). The sub-lessee shall also be liable to pay pro-rata lease rent as applicable. The sub-lessee shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to LESSOR as proof thereof. Thereafter, extension charges, as applicable, shall be payable.
- (vi). All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee /lessee and sub-lessees.

**(11) USER / MISUSER**

- (i). The allottee, Lessee and sub-lessees shall use the demised plot / premises only for the use set out in this Deed and for no other purpose whatsoever, whether in full or in part for any purpose.

  
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Auth. Signatory



- (ii). Without prejudice to any other provision of this lease deed, in case of violation of the condition (i) above shall constitute misuse for which the allotment / lease shall be liable to be cancelled and the possession of the premises along with structures thereon, if any, shall be resumed by the lessor.

**(12) LIABILITY TO PAY TAXES ETC.**

The Lessee, including the Sub-Lessees, shall be liable to pay all rates, taxes, charges and assessment of every description imposed by the Lessor and/ or any Authority empowered in this behalf, in respect of the demised plot, whether such charges are imposed or may be imposed in future, from time to time, on the plot or on the building(s) constructed thereon.

**(13) MAINTENANCE**

- (i) The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the demised plot. If the building(s) and the common services are not maintained properly, the LESSOR shall have the right to get the maintenance done and recover the amount so spent from the lessee and/or sub-lessees. The lessee and sub-lessee(s) shall be jointly and severally liable for payment of the maintenance amount. In case of default in payment of the amount, the dues shall be recovered as arrears of land revenue.
- (ii) No objection will be entertained on the quantum of amount spent on maintenance of the buildings and the common services, and the decision of LESSOR in this regard shall be final and binding on the Lessee/Sub-Lessee.
- (iii) The Lessee/sub-lessee(s) shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at its own expense.
- (iv) The 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.

  
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For Regal Emporia Infotech Pvt Ltd.

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Auth. Signatory

- (v) The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by the LESSOR.
- (vi) In case of non-compliance of these terms & conditions and any other directions by the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and/or expedient.

**(14).** The allottee/Lessee/sub-lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of LESSOR 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.

### III. CANCELLATION

In addition to the other specific clauses relating to cancellation/determination, the lessor shall be free to exercise its right of cancellation/ determination of the allotment/ the lease of the demised plot in case of the followings:

- 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 LESSOR or by any other statutory body.
- iii. In case of default on the part of the tenderer/ allottee/ sub-lessee(s) or any breach/violation of the terms and conditions of the tender, allotment, this lease deed and/or non-deposit of the allotment amount, installments or any other dues.

If the allotment is cancelled on the grounds mentioned in para (i) above, the entire amount deposited by the tenderer, allottee, Lessee and sub-lessee(s) till the date of cancellation/ determination, shall be forfeited by the LESSOR and no claim, whatsoever, shall be entertained in this regard.

प्रबंधक (सम्पत्ति)  
LESSOR

For Regal Emporia Infotech Pvt. Ltd.  
LESSEE

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If the allotment is cancelled on the grounds mentioned in paras (ii.) or (iii.) above, 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

After forfeiture of the amount as stated above, possession of the plot will be resumed by LESSOR, along with the structures thereupon, if any, and the tenderer, allottee, Lessee and sub-lessees will have no right to claim any compensation thereon.

#### IV. OTHERS

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding.
3. If due to any "Force Majeure" or any circumstances beyond control, the LESSOR is unable to make allotment or handover the possession of the allotted plot, entire earnest money and/or the deposits, as the case may be, will be refunded, as per the prevailing policies of LESSOR.
4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the LESSOR to ask the Lessee/ sub-lessee(s) to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's/ sub-lessee(s) cost and charge damages from the Lessee/ sub-lessee(s) during the period of existence of the nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee(s) shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.

  
LESSOR

For Regal Emporia/Infotech Pvt. Ltd.

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LESSEE

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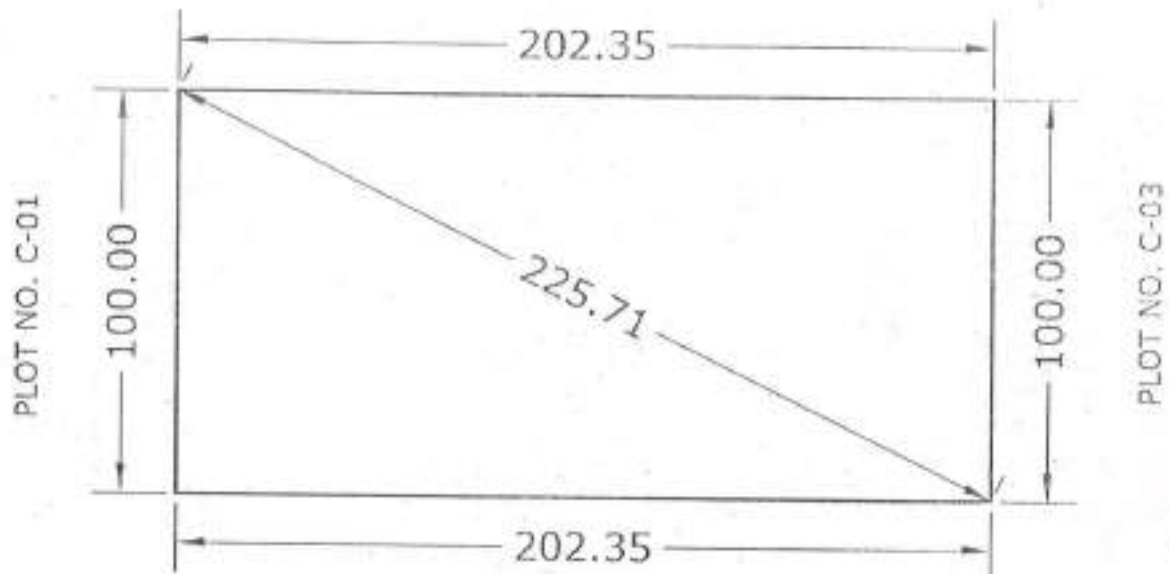


266

113

PLOT NO. C-02

24.00 MTR WIDE ROAD



AREA OF PLOT = 20235.00 sqm

For Regal Emporia Infrastructure Pvt. Ltd.

4444 (पास्ता) N

SIGN  
POSSESSION TAKEN  
OVER ALLOTTEE

SIGN  
POSSESSION  
HANDLED OVER

LEASE PLAN FOR  
PLOT NO. C-02  
FOR SEC. 4  
GREATER NOIDA

PROJ. DEPTT.

ASSTT. MANAGER

MANAGER

SR. MANAGER

LAND DEPTT.

SR. DEPTT.

NAYAB TAJSTEEL DAR

SR. DEPTT.

LAW DEPTT.

ASSTT. MANAGER

MANAGER

PLNG. DEPTT.

SR. DRAFTSMAN

SR. EXECUTIVE



GREATER NOIDA INDUSTRIAL  
DEVELOPMENT AUTHORITY

6. The Lease Deed/allotment shall be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under the said Act.
7. The LESSOR shall monitor the implementation of the project.
8. Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
9. All arrears due to the Lessor/Lessee(s) shall constitute a charge over the demised plot and shall be recoverable as arrears of land revenue.
10. The Lessee/ sub-lessee(s) shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
11. The LESSOR in larger public interest may take back the possession of the land/building by paying reasonable (s) compensation. The decision of the Lessor in this regard shall be final and binding on the lessee/sub-lessee(s).

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

In presence of:

**MUKESH KUMAR SHARMA**  
 Witnesses: B.Com., LL.B  
 Advocate  
 BPO Registrar Office Compound  
 Greater Noida

1. Witness

**For and on behalf of the LESSOR**

Address

*Indira Kensor*  
*S/o Mr. Jai Bhagwan Gupta*  
*R/o Plot - 631, Mitkhand III*  
 2. Witness *Indira Kensor*

Address

**LESSOR**

*For Regal Emporia Infotech Pvt. Ltd.*

*Auth. Signatory*

*Auth. Signatory*

**For and on behalf of the LESSEE**

*For Regal Emporia Infotech Pvt. Ltd.*

**LESSEE**

*Auth. Signatory*

*Auth. Signatory*