

T- 6184/2011

भारतीय गैर न्यायिक

बीस रुपये
रु.20

Rs.20



उत्तर प्रदेश UTTAR PRADESH

Lease - Deed

15AA 173256

Stamp Duty Paid in Cash Certificate in favour of

In Pursuance of the order of the Collector

No. 15AA/173256 Dated 30/3/11 Passed under

section 10-A of the Stamp Act. It is certified that

an amount of Rs. 23520000/-

(In words Rs. two crore thirty five lac twenty thousand -

has been Paid in Cash as stamp Duty in Respect

of this instrument in the State Bank of India

Treasury/Sub Treasury of No. 15AA/173256

by Challan No. 1070020 Dated 30/3/11

a Copy of Which is annexed herewith.

30.3.2011

Date

Officer-In-Charge

Treasury

Gautam Budh Nagar

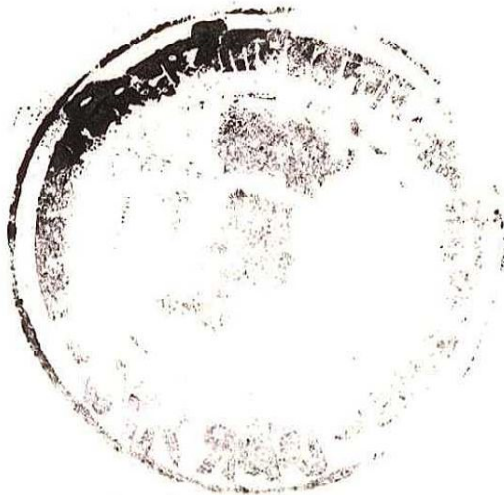
प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For Rudra Buildwell Projects Private Limited

Director

नं. 622 रु. 20/1
में शामिल
किया गया।
30 MAR 2011 ✓
रोकड़िया
★ कोषागार/गौतम बुद्ध नगर ★

M/s Rudra Buildwell
Projects P. Ltd
Gr. Noida



LEASE DEED

This Lease Deed made on 4th day of **APRIL, 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 RUDRA BUILDWELL PROJECTS PRIVATE LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at **D-53, OKHLA PHASE-1, NEW DELHI-110019** through its Director Mr. Mukesh Khurana S/o (Late) Sh. R.P. Khurana R/o B-7, Extn-100, Safdarjung Enclave, New Delhi-110029 duly authorized by its Board of Directors vide Resolution dated 24-03-2011 (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 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 -

- **M/s. Shubhkamna Buildtech Private Limited**
- **M/s. JSS Buildcon Private Limited**
- **M/s. Supertech Estate Private Limited**
- **M/s. Surya Merchants Limited**

the plot NO. GH-02, SECTOR-01, GREATER NOIDA, area 81800 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-03/2010/1677 dated 23.07.2010 and Allotment Letter No.PROP/BRS-03/2010/1729 dated 18TH AUGUST 2010 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-03/2010). The registered consortium consists of following :-

S.No.	Name of member	Shareholding	Status
1.	M/s. Shubhkamna Buildtech Private Limited	41%	Lead Member

प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

1

For Rudra Buildwell Projects Private Limited

LESSEE

Director

169,532,000.00 पट्टा विलेख (90 वर्ष) 10,000.00 50 10,050.00 2,500

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
मै0 रुद्र बिल्डवेल प्रोजेक्ट्स प्रा0लि0 द्वारा डाय0 मुकेश खुराना
पुत्र श्री स्व0 आर0पी0 खुराना
व्यवसाय व्यापार

निवासी स्थायी बी-7, एक्स0-100 सफदरजंग इंकलेव नई दिल्ली
अस्थायी पता बी-7, एक्स0-100 सफदरजंग इंकलेव नई दिल्ली

ने यह लेखपत्र इस कार्यालय में दिनांक 4/4/2011 समय 2:17PM
वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राज बहादुर सिंह)
उपनिबन्धक सदर

गौतमबुद्धनगर

4/4/2011

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

पट्टा दाता

पट्टा गृहीता

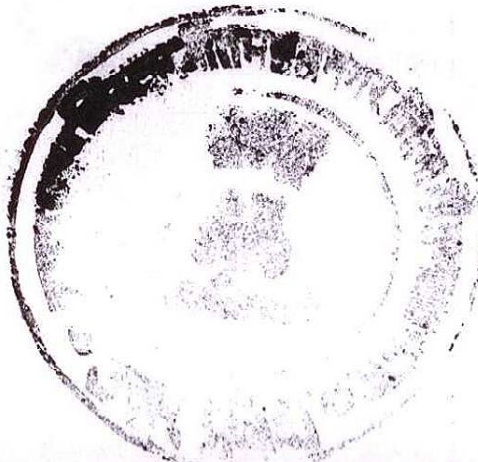
श्री संजीव कुमार शर्मा
प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0 द्वारा संतोष कुमार
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी

Signature of Santosh Kumar



मै0 रुद्र बिल्डवेल प्रोजेक्ट्स प्रा0लि0 द्वारा डाय0
मुकेश खुराना
पुत्र श्री स्व0 आर0पी0 खुराना
पेशा व्यापार
निवासी बी-7, एक्स0-100 सफदरजंग इंकलेव नई दिल्ली

Signature of Mukesh Khurana



2.	M/s. Rudra Buildwell Projects Pvt Ltd. (SPC of M/s. Shubhkamna Buildtech Pvt. Ltd., Supertech Estates Pvt Ltd. And Surya Marchants Ltd.)	41%	SPC
3.	M/s. JSS Buildcon Private Limited	18%	Relevant Member

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. Shubhkamna Buildtech 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:-

Sl. No.	Plot No.	Sector	Sub Divided area (in sq.m.)	Name of member	Status
1.	GH-02A,	Sector-01	33538	M/s. Shubhkamna Buildtech Private Limited	Lead Member
2.	GH-02B,	Sector-01	33538	M/s. Rudra Buildwell Projects Private Limited (SPC of M/s. Shubhkamna Buildtech Pvt. Ltd.- Lead member & Supertech Estate Pvt. Ltd., Surya Marchants Ltd.- Relevant Members)	SPC
3.	GH-02C.	Sector-01	14724	M/s. JSS Buildcon Private Limited	Relevant Member

Whereas the said registered consortium has given an undertaking dated 01.04.2011 (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 and name and status of **M/s RUDRA BUILDWELL PROJECTS PRIVATE LIMITED (Special Purpose Company)** on the request of consortium in accordance with the Clause C-8(e) of the brochure/bid document of the scheme, to develop and market the project on demarcated/sub-divided **plot No. GH-02B, Sector-01, Greater Noida measuring 33538 square metre** is being leased through this lease deed vide letter No. Prop / BRS-74/2011/468, dated 04.04.2011.


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण
LESSOR

2

For Rudra Buildwell Projects Private Limited


LESSEE

Director

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री राहुल चमौला

पुत्र श्री गीताराम चमौला

पेशा व्यापार

निवासी सी-901 शुभकामना अपार्ट0 सै0-50 नौएडा

व श्री आकाश

पुत्र श्री अब्दुल रशीद

पेशा व्यापार

निवासी एच-194 गामा ग्रेटर नौएडा गौतमबुद्धनगर

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राज बहादुर सिंह)
उपनिबन्धक सदर
गौतमबुद्धनगर
4/4/2011



AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that **M/s RUDRA BUILDWELL PROJECTS PRIVATE LIMITED (Lessee)** having its registered office at **D-53, OKHLA PHASE-1, NEW DELHI-110019** shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No.GH-02B, Sector-01, Greater Noida and lessee shareholding shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Lessee will be allowed to Transfer/Sell up to 49% of its shareholding, subject to the conditions that the original Shareholders as indicated above (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

And it has been represented to the lessor that lessee shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No.GH-02B, Sector 01, Greater Noida measuring an area 33538 sq.m. is being leased through this lease deed.

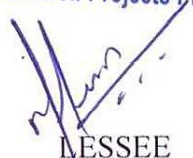
And it has been further represented to the lessor that the CONSORTIUM member have agreed amongst themselves that **M/s Shubhkamna Buildtech Private Limited** shall remain lead member of the consortium/SPC and lessee shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No. GH-02B, Sector-01, Greater Noida. The shareholding of the lead member in the consortium shall remain atleast 26% till the completion certificate of at least one phase of the project is obtained from the Greater Noida Authority.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of the 33538 sq.m. is **Rs. 38,82,02,350.00** (Rupees Thirty eight crore eighty two lac two thousand three hundred fifty only) out of which 10% Rs. 3,88,20,235.00 (Rs. Three crore eighty eight lac twenty thousand two hundred thirty five only) 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. 34,93,82,115.00** (Rs. Thirty four crore ninety three lac eighty two thousand one hundred fifteen Only) of the plot along with interest will be paid in 16 half yearly installments in the following manner :-


प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण
LESSOR

3

For Rudra Buildwell Projects Private Limited

LESSEE
Director

पट्टा दाता

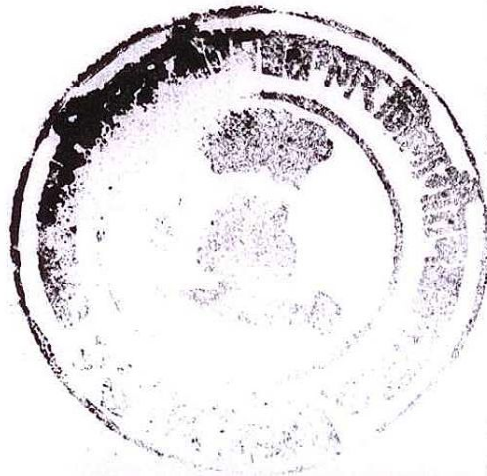
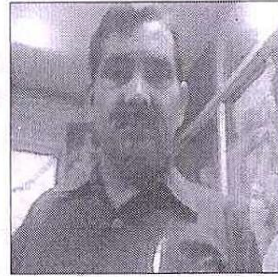
Registration No.: 6184

Year : 2,011

Book No. : 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रेटर नौएडा नगरपालिका द्वारा संतोष कु

ग्रेटर नौएडा गौतमबुद्धनगर
नौकरी




<u>Due date</u>	<u>Head</u>	<u>Premium</u>	<u>Interest</u>	<u>Total amount of Instalment</u>	<u>Balance Premium</u>
		Balance 90% premium			
18.02.2011	Instalment No.1 (Paid)	0.00	20962927.00	20962927.00	349382115.00
18.08.2011	Instalment No.2	0.00	20962927.00	20962927.00	349382115.00
18.02.2012	Instalment No.3	0.00	20962927.00	20962927.00	349382115.00
18.08.2012	Instalment No.4	0.00	20962927.00	20962927.00	349382115.00
18.02.2013	Instalment No.5	21836382.00	20962927.00	42799309.00	327545733.00
18.08.2013	Instalment No.6	21836382.00	19652744.00	41489126.00	305709351.00
18.02.2014	Instalment No.7	21836382.00	18342561.00	40178943.00	283872969.00
18.08.2014	Instalment No.8	21836382.00	17032378.00	38868760.00	262036587.00
18.02.2015	Instalment No.9	21836382.00	15722195.00	37558577.00	240200205.00
18.08.2015	Instalment No.10	21836382.00	14412012.00	36248394.00	218363823.00
18.02.2016	Instalment No.11	21836382.00	13101829.00	34938211.00	196527441.00
18.08.2016	Instalment No.12	21836382.00	11791646.00	33628028.00	174691059.00
18.02.2017	Instalment No.13	21836382.00	10481464.00	32317846.00	152854677.00
18.08.2017	Instalment No.14	21836382.00	9171281.00	31007663.00	131018295.00
18.02.2018	Instalment No.15	21836382.00	7861098.00	29697480.00	109181913.00
18.08.2018	Instalment No.16	21836382.00	6550915.00	28387297.00	87345531.00
18.02.2019	Instalment No.17	21836382.00	5240732.00	27077114.00	65509149.00
18.08.2019	Instalment No.18	21836382.00	3930549.00	25766931.00	43672767.00
18.02.2020	Instalment No.19	21836382.00	2620366.00	24456748.00	21836385.00
18.08.2020	Instalment No.20	21836382.00	1310183.00	23146565.00	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.

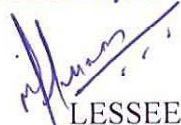
All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee should ensure remittance on the previous working day.


प्रबन्धक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

4

For Rudra Buildwell Projects Private Limited


LESSEE

Director

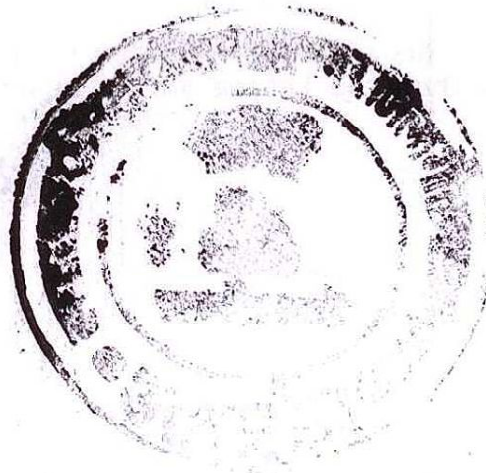
पट्टा गृहीता

Registration No. : 6184

Year : 2,011

Book No. : 1

0201 मै0 रूद्र बिल्डवेल प्रोजेक्टस प्रा0लि0 द्वारा डाय0 मुकेश खुराना
स्व0 आर0पी0 खुराना
बी-7, एक्स0-100 सफदरजंग इंकलेव नई दिल्ली
व्यापार



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.
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-02B, SECTOR-01, GREATER NOIDA** Distt. Gautam Budh Nagar (U.P.) contained by measurement **33538 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	:	
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 ----- **DAY OF APRIL 2011** except and always reserving to the Lessor.


प्रवाहक बिल्डर्स
ग्रेटर नोएडा प्राधिकरण

LESSOR

5

For Rudra Buildwell Projects Private Limited


LESSEE

Director

GH-02A

GH-02B
33,538 Sqm APPROX

GH-02C

24.0M WIDE ROAD

128.67

286.55

268.23

268.23

134.80

24.0M WIDE ROAD

प्रबन्धक बिल्डर्स
ग्रेटर नौएडा प्राधिकरण

For Rudra Buildwell Projects Private Limited

Director

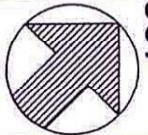
AREA -33538.00 SQM

SIGN—

SIGN—

POSSESSION TAKEN OVER

POSSESSION HANDED OVER



LEASE PLAN FOR
PLOT NO—GH—2B
OF SECTOR—1
GREATER NOIDA

PROJ. DEPTT.

ASST. MANAGER

MANAGER

SR. MANAGER

LAND DEPTT.

LEKHPAL

N. TEHSILDAR

TEHSILDAR

LAW DEPTT.

A.L.O.

MANAGER

PLNG. DEPTT.

SR. DRAFTSMAN

SR. EXECUTIVE



GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

आज दिनांक 04/04/2011 को

वही सं. 1 जिल्द सं. 8344

पृष्ठ सं. 173 से 216 पर क्रमांक 6184

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


(राज बहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

4/4/2011

