

7-20/62



उत्तर प्रदेश UTTAR PRADESH

Learn Deed

18AA 045580

(08)

Stamp Duty Paid in Cash Certificate in favour of M/S. DHANYA PROMOTERS PVT. LTD.
10 New Rajdhani Enclave Vikas marg Delhi
 In Pursuance of the order of the Collector
 No. memo Dated 16/10/12 passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. 13782100/- Rs. are or were Thirty seven Lacs Eight
in words Rs. Two Thousand one hundred 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 Challan No. 1090013 dated 18-10-12
 a Copy of Which is annexed herewith.

19 Oct. 2012

Officer-in-Charge
 Treasury
Gautam Budh Nagar
19/10/12

For Dhanya Promoters Private Limited

[Signature]
 Authorized Signatory/Director

[Signature]
 प्रबंधक (विल्डस)
 प्रिन्टेड नॉएडा प्राधिकरण

For Dhanya Promoters Pvt. Ltd.
[Signature]
 Director

275,625,000.00 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

मे०धान्या प्रमोटर्स प्रा०लि०द्वारा नितिन जायसवाल

पुत्र श्री महेन्द्र जायसवाल

व्यवसाय व्यापार

निवासी स्थायी 10 न्यू राजधानी एन्कलेव विकास मार्ग दिल्ली-92
अस्थायी पता 10 न्यू राजधानी एन्कलेव विकास मार्ग दिल्ली-92

ने यह लेखपत्र इस कार्यालय में दिनांक 19/10/2012 समय 4:23PM

द्वारे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

19/10/2012

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

पट्टा दाता

पट्टा गृहीता

श्री संजीव कुमार शर्मा
प्रतिनिधि ग्रे०नौ०औ०वि०प्रा०द्वारा विवेक गोयल
(प्र०स०)

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी



मे०धान्या प्रमोटर्स प्रा०लि०द्वारा नितिन जायसवाल
पुत्र श्री महेन्द्र जायसवाल
पेशा व्यापार
निवासी 10 न्यू राजधानी एन्कलेव विकास मार्ग
दिल्ली-92



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री दिलीप कुमार

पुत्र श्री तारके प्रसाद

पेशा नौकरी

निवासी एच-153 गामा-2 ग्रेटर नौएडा

व श्री आकाश

पुत्र श्री अब्दुल रसीद

पेशा

निवासी ई-402ए गामा-1 ग्रेटर नौएडा

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

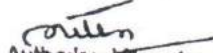
OTHER CLAUSES

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 Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
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 to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee 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
6. The Lease Deed/allotment will 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 this act.
7. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time Lessor or any other authority duly empowered by them to levy the tax/charges.
9. Dwelling units/ flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
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.


प्रबंधक (विल्डसा)
ग्रेटर नौएडा प्राधिकरण

For Dhanya Promoters Private Limited




Authorized Signatory/Director

LEASE DEED

This Lease Deed made on 19th day of October 2012 between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, 169, Chitvan Estate, Sector Gamma-II, Greater Noida Dist. Gautam Budh Nagar (U.P.) 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. DHANYA PROMOTERS PRIVATE LIMITED**, a company (SPC) within the meaning of Companies Act, 1956, having its corporate office at 10, New Rajdhani Enclave, Vikas Marg, Delhi-110092 through its **Authorised Signatory Sh. Nitin Jaiswal S/o. Sh. Mahendra Jaiswal R/o. B-89, Preet Vihar, Delhi-110092** duly authorized by its Board of Directors vide Resolution dated 13.10.2012 (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 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 / allotted to the CONSORTIUM CONSISTING OF -

1. MASTIFF INDUSTRIES PRIVATE LIMITED-LEAD MEMBER
2. SURPRISE SUPPLIERS PRIVATE LIMITED-RELEVANT MEMBER

the plot NO. GH-01, SECTOR-10, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-05/2010-11/442 dated 25.03.2011 and Allotment Letter No.PROP./BRS-05/2010-11/455 dated 30TH MARCH 2011 and 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-05/2010-11). The registered consortium consists of following :-

S.No.	Name of member	Shareholding	Status
1.	MASTIFF INDUSTRIES PRIVATE LIMITED	95%	Lead Member
2.	SURPRISE SUPPLIERS PRIVATE LIMITED	05%	Relevant Member

प्रबंधक (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण

For Dhanya Promoters Private Limited



Authorized Signatory/Director
T DCCED

Ms Dhanya Promoters Pvt Ltd
Delhi



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. Mastiff Industries Pvt. Ltd.** 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	As per allotment sub divided area (In sq.m.)	Area as per lease plan (In sq.m.)	Name of member	Status
1.	GH-01A, Sector-10	24480	24536.74	M/s. Hebe Infrastructure Pvt. Ltd. (SPC of M/s. Mastiff Industries Pvt. Ltd. - Lead Member & M/s. Surprise Suppliers Pvt. Ltd. - Relevant Member)	SPC
2.	GH-01B, Sector-10	12240	12250.70	M/s. Dhanya Promoters Pvt. Ltd. (SPC of M/s. Mastiff Industries Pvt. Ltd. - Lead Member & M/s. Surprise Suppliers Pvt. Ltd. - Relevant Member)	SPC
3.	GH-01C, Sector-10	12240	12250.70	M/s. Jatasya Promoters Pvt. Ltd. (SPC of M/s. Mastiff Industries Pvt. Ltd. - Lead Member & M/s. Surprise Suppliers Pvt. Ltd. - Relevant Member)	SPC
4.	GH-01D, Sector-10	12240	12250.70	M/s. Nivas Promoters Pvt. Ltd. (SPC of M/s. Mastiff Industries Pvt. Ltd. - Lead Member & M/s. Surprise Suppliers Pvt. Ltd. - Relevant Member)	SPC

Whereas the said registered consortium has given an undertaking dated 17.10.2012 (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. Builders/BRS-05-2010-11/557, dated 12.10.2012 and name and status of **M/s. DHANYA PROMOTERS PRIVATE LIMITED** 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-01B, Sector- 10, Greater Noida measuring 12240.00 Sq.mtr (as per lease plan actual Area 12250.70 square metre) is being leased through this lease deed.

AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that **M/s. DHANYA PROMOTERS PRIVATE LIMITED (Lessee)** having its corporate office at 10, New Rajdhani Enclave, Vikas Marg, Delhi-110092 shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No. GH-01B, Sector-10, Greater Noida.

The lessee will be allowed to transfer up to 100% of its shareholding, subject to the condition that the Lead member shall continue to hold at least 26% of the shareholding in the SPC till the completion certificate of the project is obtained from lessor. In compliance with the Govt. Order No.5007/11-5-2010-

(बिल्डिंग्स) (विल्डिंग्स)
ग्रेंटर नौएडा प्राधिकरण

For Dhanya Promoters Private Limited

[Signature]
Authorized Signatory/Director

पट्टा दाता

Registration No.: 20162

Year: 2,012

Book No. : 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रेटर नौएडा नौकरी द्वारा विवेक गा

ग्रेटर नौएडा
नौकरी



500(50)/10 dated 11th October 2010, issued by the Department of Tax & Registration, Government of Uttar Pradesh, the change in the name of shareholders does not amount to transfer of the property of the company. The change in Constitution Deed regarding change in the shareholders as a result of transfer of shares in the companies is not mandatory to be registered u/s 17 of the Registration Act, 1908. In addition to this no stamp duty is leviable on this CIC deed under Clause 23 of Schedule 1b of the Stamp Act, 1899. No transfer charges shall be leviable on the transfer of shares in the Companies and no prior approval of lessor shall be required for transferring the shares.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of the 12250.70 sq.m. is **Rs. 14,19,36,610.00** (Rupees Forteen Crore Ninteen Lac Thirty Six Thousand Six Hundred Ten only) out of which approx 10% **Rs. 1,43,05,234.00** which have been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge). The balance approx 90% premium i.e. **Rs. 12,76,31,376.00** of the plot along with interest @ 12% p.a. will be paid. 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 of the plot along with interest will be paid in 16 half yearly installments in the following manner :-

Head	Due date	Payable Premium	Payable Interest	Total payable Instalment	Balance premium
Instalment No.1	30.09.2011	0.00	7657883.00	7657883.00	127631376.00
Instalment No.2	30.03.2012	0.00	7657883.00	7657883.00	127631376.00
Instalment No.3	30.09.2012	0.00	7657883.00	7657883.00	127631376.00
Instalment No.4	30.03.2013	0.00	7657883.00	7657883.00	127631376.00
Instalment No.5	30.09.2013	7976961.00	7657883.00	15634844.00	119654415.00
Instalment No.6	30.03.2014	7976961.00	7179265.00	15156226.00	111677454.00
Instalment No.7	30.09.2014	7976961.00	6700647.00	14677608.00	103700493.00
Instalment No.8	30.03.2015	7976961.00	6222030.00	14198991.00	95723532.00
Instalment No.9	30.09.2015	7976961.00	5743412.00	13720373.00	87746571.00
Instalment No.10	30.03.2016	7976961.00	5264794.00	13241755.00	79769610.00
Instalment No.11	30.09.2016	7976961.00	4786177.00	12763138.00	71792649.00
Instalment No.12	30.03.2017	7976961.00	4307559.00	12284520.00	63815688.00
Instalment No.13	30.09.2017	7976961.00	3828941.00	11805902.00	55838727.00
Instalment No.14	30.03.2018	7976961.00	3350324.00	11327285.00	47861766.00
Instalment No.15	30.09.2018	7976961.00	2871706.00	10848667.00	39884805.00
Instalment No.16	30.03.2019	7976961.00	2393088.00	10370049.00	31907844.00
Instalment No.17	30.09.2019	7976961.00	1914471.00	9891432.00	23930883.00
Instalment No.18	30.03.2020	7976961.00	1435853.00	9412814.00	15953922.00

प्रबंधक (विल्डस)
ग्रेटर नोएडा प्राधिकरण



For Dhanya Promoters Private Limited

Authorized Signatory/Director

Instalment No.19	30.09.2020	7976961.00	957235.00	8934196.00	7976961.00
Instalment No.20	30.03.2021	7976961.00	478618.00	8455579.00	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.

4. 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.

A.1. 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.

For Dhanya Promoters Private Limited

प्रबंधक (बिल्डिंग्स)
ग्रेटर नोएडा प्राधिकरण



Signature
Authorized Signatory/Director

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 Builders Residential / Large Group Housing (Sub Divided) Plot No.GH-01B, SECTOR-10, GREATER NOIDA Distt. Gautam Budh Nagar (U.P.) contained by measurement 12250.70 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 19th day of October 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.

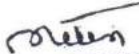
(ii) **AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
 - (i) Lessee has paid Rs.1419366.00 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 prevalling lease rent.


प्रद्युम्न (बिल्डर्स)
ग्रेटर नोएडा प्राधिकरण



For Dhanya Promoters Private Limited


Authorized Signatory/Director