

बीस रुपये

Rs. 20

रु. 20

TWENTY
RUPEES



INDIA
ON



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MUKESH KUMAR SHARMA

B.Com., LL.B. Adv.
Sub Registrar Campus
Greater Noida

MUKESH KUMAR SHARMA
B.Com., LL.B. Adv.
Sub Registrar Campus
Greater Noida

15AA 173261

Stamp Duty Paid in Cash Certificate in favour of *M/s Habitech Infrastructure Ltd*
C-43 Sec-3 Noida
In Pursuance of the order of the Collector
GOSWAMI, Dated *21/3/11* Passed under
section 15-A of the Stamp Act it is certified that
an amount of Rs. *3167000/-* Three crore sixteen lakh seven thousand only
(in words Rs. *Three crore sixteen lakh seven thousand only*)
has been paid in Stamp Duty in Respect
of this instrument to the Bank of India
Treasury Sub-Office of *Noida*
By Cheque *N 10007100* Dated *31/3/11*
A Copy of the order of the Collector is attached.

Date *31.3.2011* *Uttam*

Signature
Sub Registrar
Greater Noida

प्रमुख अधिकारी
ग्रेटर नोएडा प्राधिकरण

LEASE DEED

This Lease Deed made on **1st 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) having its corporate office at 169, Chitvan Estate, Sector Gamma-II, Greater Noida Dist. G.B. Nagar, U.P. 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 Habitech Infrastructure Limited**, a company within the meaning of Companies Act, 1956, having its registered office at **139-A, Pocket-C, Mayur Vihar Phase-II, New Delhi-110091** and its head office at C-42, Sector-2, **NOIDA District Gautam Budh Nagar (U.P.)** through its Director Mr. Sanjeev Kumar S/o Late Shri Onkar Singh R/o E-71, Sector-39, NOIDA District Gautam Budh Nagar (U.P.) duly authorized by its Board of Directors vide Resolution dated 21st March 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 VA Supertech Builders Pvt.Ltd.
- M/s Shreshtha Estates Pvt.Ltd.
- M/s Omkar Nests Pvt. Ltd.
- Mr. Vipin Sahni
- M/s ATS Infrastructure Ltd.

the plot NO. GH-08, SECTOR-TECHZONE-IV, GREATER NOIDA, area 86037 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-03/2010/1667 dated 23.07.2010 and Allotment Letter No.PROP/BRS-03/2010/1732 dated 18th AUGUST 2010 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-03/2010). The registered consortium consists of following :-

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1

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Sd/-
Date: 01/04/2011

S.No.	Name of member	Shareholding	Status
1.	M/s Habitech Infrastructure Ltd. (formerly known as M/s VA Supertech Builders Pvt.Ltd.)	45.83%	Lead Member
2.	M/s Panchtatva Promoters Pvt.Ltd.	27.35%	Relevant Member
3.	M/s Omkar Nests Pvt.Ltd.	26.82%	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 Habitech Infrastructure Ltd. (formerly known as M/s VA Supertech Builders 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	Sub Divided area (in sq.m.)	Name of lead / relevant member	Status
1.	GH-08A	Techzone-IV	41509.00	M/s Habitech Infrastructure Ltd.	Lead/relevant Member
2.	GH-08B	Techzone-IV	24288.00	M/s Omkar Nests Pvt.Ltd.	Relevant Member
3.	GH-08C	Techzone-IV	20240.00	M/s Panchtatva Promoters Pvt.Ltd. (SPC of M/s Shreshtha Estates Pvt.Ltd. and M/s ATS Infrastructure Pvt.Ltd.	Special Purpose Company

Whereas the said registered consortium has given an undertaking dated 31st March 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 Habitech Infrastructure Ltd. (formerly known as VA Supertech Builders Pvt.Ltd.)** 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-08A, Sector-Techzone - IV, Greater Noida

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LESSEE

measuring 41509.00 square metre vide letter No. Prop./Builders/ 2011/467 dated 31st March 2011.

AND it has been represented to the lessor that the Consortium members have agreed amongst themselves that **M/s Habitech Infrastructure Limited (Lessee)** having its registered office at **139A, Pocket-C, Mayur Vihar Phase-II, New Delhi-110091** shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No.GH-08A, Sector-Techzone-IV, 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/sub divided Builders Residential/Group Housing Plot No.GH-08A, Sector Techzone-IV, Greater Noida measuring an area 41509.00 sq.m.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of the 41509.00 sq.m. of Rs. 47,98,44,040.00 (Rupees Forty Seven Crore Ninety Eight Lac Forty Four Thousand Forty only) out of which 10% Rs. 47984404.00 (Rs. Four Crore Seventy Nine Lac Eight Four Thousand Four Hundred Four only) which have been paid by the Lessee to the Lessor alongwith Instalment No.1 as mentioned in the belowmentioned table has also paid on account of interest (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. 431859636.00 (Rs. Forty Three Crore Eighteen Lac Fifty Nine Thousand Six Hundred Thirty Six Only) of the plot along with interest will be paid in 16 half yearly installments in the following manner :-

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3

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Date	Head	Premium	Interest	Total amount of Instalment	Balance Premium
					43185963.00
		Balance 90% premium			
18.2.2011	Instalment No 1 (PAID)	0.00	25911578.00	25911578.00	431859636.00
13.8.2011	Instalment No 2	0.00	25911578.00	25911578.00	431859636.00
13.2.2012	Instalment No 3	0.00	25911578.00	25911578.00	431859636.00
18.6.2012	Instalment No 4	0.00	25911578.00	25911578.00	431859636.00
18.2.2013	Instalment No 5	26991227.00	25911578.00	52902805.00	404858409.00
18.8.2013	Instalment No 6	26991227.00	24297105.00	51283332.00	377877182.00
18.2.2014	Instalment No 7	26991227.00	22572631.00	49663858.00	350885955.00
18.8.2014	Instalment No 8	26991227.00	21053157.00	48044384.00	323894728.00
18.2.2015	Instalment No 9	26991227.00	19433684.00	46424911.00	296903501.00
18.8.2015	Instalment No 10	26991227.00	17814210.00	44805437.00	269912274.00
18.2.2016	Instalment No 11	26991227.00	16194736.00	43185963.00	242921047.00
18.8.2016	Instalment No 12	26991227.00	14575263.00	41566490.00	215929820.00
18.2.2017	Instalment No 13	26991227.00	12955789.00	39947016.00	188938593.00
18.8.2017	Instalment No 14	26991227.00	11336316.00	38327543.00	161947366.00
18.2.2018	Instalment No 15	26991227.00	9716842.00	36708069.00	134956139.00
18.8.2018	Instalment No 16	26991227.00	8097368.00	35088595.00	107964912.00
18.2.2019	Instalment No 17	26991227.00	6477895.00	33469122.00	80973685.00
18.8.2019	Instalment No 18	26991227.00	4858421.00	31849648.00	53982458.00
18.2.2020	Instalment No 19	26991227.00	3238947.00	30230174.00	26991231.00
18.8.2020	Instalment No 20	26991227.00	1619474.00	28610701.00	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.

LESSOR

4

LESSEE

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.
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-08A, SECTOR-TECH ZONE-IV, GREATER NOIDA** Distt. Gautam Budh Nagar (U.P.) contained by measurement **41509 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



As per Lease Plan attached

LESSOR

LESSEE

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 **1st DAY OF APRIL 2011** 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:-
 - (i) Lessee has paid **Rs. 47,98,441.00** (Rs. Forty Seven Lac Ninety Eight Thousand Four Hundred Forty One only) 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

LESSOR

LESSEE

D. EXECUTION OF SUB LEASE DEED

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub lease deed which shall be executed in a form and format as prescribed by the Lessor on the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phasewise on payment of full premium (with interest upto the date of deposit) of the plot of that phase.
- b) Every sale done by the Lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Lessee has obtained building occupancy certificate from Planning Department, Greater Noida (Lessor).
- d) The Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e) The Lessee shall have to execute tripartite sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.
- f) The Sub-Lessee undertakes to put to use the premises for the residential use of residential area only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between Lessor, Lessee and proposed transferee (sub-Lessee). The Lessee/ sub Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as sub Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/ Government of U.P.

The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-Lessee shall be allowed without any transfer charges but sub lease deed will be executed between the Lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.

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The process of allowing 1% of total permissible FAR for convenient shopping on a Group Housing plot (instead of present 0.75% of the total plot area) is in progress. This increase shall be allowed on the plots to be allotted under this scheme but the maps for the same shall be approved by the GNIDA only after approval of State Government to this amendment.

2. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
3. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
 - For first year the penalty shall be 4% of the total premium.
 - For second year the penalty shall be 6% of the total premium.
 - For third year the penalty shall be 8% of the total premium.

Extension for more than three years, normally will not be permitted.

4. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
5. There shall be total liberty at the part of allottee /Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development. The F.A.R. earmarked for commercial/Institutional use would be admissible but the allottee /Lessee may utilize the same for residential use as per their convenience.
6. The allottee /Lessee may implement the project in maximum **five phases** and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly enabling them to do phase-wise marketing.

F. MORTGAGE

The Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by allottee or on receipt of

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LESSEE

- (v) The Lessee has obtained building occupancy certificate from Building Cell/Planning Department, Greater Noida Industrial Development Authority.
- (vi) First sale/transfer of a flat/plot to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the LESSOR in writing.
- (vii) No transfer charges will be payable in case of first sale, including the built-up premises on the sub-divided plot(s) as described above. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the LESSOR.
- (viii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

H. MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee shall not use flat for any purpose other than for residential purpose.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Lessor (Authority).

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying to the Lessor such amounts as may be fixed in that behalf.

I. LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Lessor empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

LESSOR

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12

LESSEE

maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, of the Lessor in this regard shall be final.

L. CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of lease in the case of:-

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by Lessor or by any other statutory body.
3. Default on the part of the Lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in sub clause 1 above, then the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

M. 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

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प्रदेशीय प्राधिकरण

LESSEE

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UNDERTAKING

Signature

FOR PANCH TATVA PROMOTERS PVT. LTD.