

57

T-22589/12

38

# भारतीय गैर न्यायिक

बीस रुपये

रु. 20

भारत



Rs. 20

TWENTY  
RUPEES

## INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH, LEASE-DEED

19AA 707651

(1)

Stamp Duty Paid in Cash Certificate in favour of M/s CAPITAL INFRA TECH HOMES PVT. LTD.  
B-4/19, Rasal Plaza market sector-31 NOIDA  
in Pursuance of the order of the Collector  
No. 22/12 Dated 19/11/12 Passed under

section 10-A of the Stamp Act. It is certified that  
an amount of Rs. 3,75,00,000/- Rs. Three crore Seventy five lacs only  
(in words Rs. 3,75,00,000/-)

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. 135001 Dated 19-11-12  
a Copy of Which is annexed herewith.

19 Nov. 2012  
Date.....

Officer-in-Charge  
Treasury  
Gautam Subh Nagar



For CAPITAL INFRA TECH HOMES PVT. LTD.

Authorized Signatory

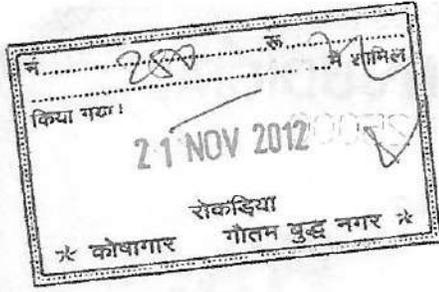


प्रबंधक (विल्डर्स)  
ग्रेटर नोएडा प्राधिकरण

M/s Capital Infratechomes Pvt Ltd

Notice

Shree Dr Naveen Kumar Singh



763,690,275.00 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

मे0 केपिटल इन्फ्राटेकहोम्स प्रा0लि0 द्वारा डाय0 नवीन कुमार सिंह

पुत्र श्री फूल सिंह

व्यवसाय व्यापार

निवासी स्थायी बी-41/9 सै0-31 नौएडा जिला गौतमबुद्धनगर  
अस्थायी पता बी-41/9 सै0-31 नौएडा जिला गौतमबुद्धनगर

ने यह लेखपत्र इस कार्यालय में दिनांक 22/11/2012 समय 3:06PM  
बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)  
उपनिबन्धक सदर

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

पट्टा दाता

श्री संजीव कुमार शर्मा  
प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0 द्वारा बिबेक गोयल  
प्र0सं0  
पुत्र श्री  
पुत्र/पत्नी श्री पेशा नौकरी

पट्टा गृहीता

मे0 केपिटल इन्फ्राटेकहोम्स प्रा0लि0 द्वारा डाय0  
नवीन कुमार सिंह  
पुत्र श्री फूल सिंह  
पेशा व्यापार  
निवासी बी-41/9 सै0-31 नौएडा जिला गौतमबुद्धनगर



गौतमबुद्धनगर  
22/11/2012



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री जपेश कुमार

पुत्र श्री कन्हैया मिश्रा

पेशा

निवासी 83सी ब्लाक-बी सैक्टर-105 नौएडा जिला

व श्री सिद्धार्थ शर्मा

पुत्र श्री सुरेश चन्द्र शर्मा

पेशा

निवासी 583 सैक्टर-29 नौएडा जिला गौतमबुद्धनगर

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)  
उपनिबन्धक सदर

गौतमबुद्धनगर

नं. 281 मे प्रतिलि  
किया गया: 280  
21 NOV 2012  
रोकडिया  
\* कोषागार गौतम बुद्ध नगर \*



पट्टा दाता

Registration No.: 22589

Year: 2012

Book No.: 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0 द्वारा विवेक गा

ग्रे0नौ0ओ0वि0प्रा0 गौतमबुद्धनगर

नौकरी



(30)

## LEASE DEED

This Lease Deed made on 22<sup>nd</sup> day of **NOVEMBER, 2012** between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the **One Part** and **M/s CAPITAL INFRATECHOMES PRIVATE LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at B41/9, Sector-31, Noida-201301 through its Director Mr. Naveen Kumar Singh S/o. Sh. Phool Singh R/o. 690, Krishan Ganj, Gandhi Road, Pilkhuwa, Distt. Hapur, U.P. duly authorized by its Board of Directors vide Resolution dated 20.11.2012 (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 to the CONSORTIUM CONSISTING OF -

1. M/s. Connoisseur Infrabuild Pvt.Ltd.- Lead Member
2. M/s. Capital Infradeveloper Pvt.Ltd.- Relevant Member
3. M/s. AGM Management Services Ltd. - Relevant Member
4. M/s. Antriksh Engineers Construction - Relevant Member
5. M/s. Apex Buildcon India Pvt.Ltd.- Relevant Member

the plot NO. GH-12A, SECTOR-01, GREATER NOIDA, area 68166.07 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-03/2010/1656 dated 22.07.2010 and Allotment Letter No.PROP/BRS-03/2010/1735 dated 18<sup>TH</sup> 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

  
प्रबंधक (बिल्डिंग्स)  
ग्रेंटर नौएडा प्राधिकरण  
LESSOR

1

For CAPITAL INFRATECHOMES PVT. LTD.  
  
LESSOR  
Authorised Signatory

allotment letter and brochure/bid document of the said Scheme (Scheme Code BRS-03/2010). The consortium consists of following :-

| S.No. | Name of member                      | Shareholding | Status          |
|-------|-------------------------------------|--------------|-----------------|
| 1.    | M/s Connoisseur Infrabuild Pvt.Ltd. | 55%          | Lead Member     |
| 2.    | M/s Capital Infradeveloper Pvt.Ltd. | 20%          | Relevant Member |
| 3.    | M/s AGM Management Services Ltd.    | 15%          | Relevant Member |
| 4.    | M/s Antriksh Engineers Construction | 5%           | Relevant Member |
| 5.    | M/s Apex Buildcon India Pvt.Ltd.    | 5%           | Relevant Member |

Whereas the above consortium who jointly qualify for the bid and secured the allotment of said plot being highest bidder. Its lead member M/s. Connoisseur Infrabuild 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. | Sub-Divided Plot No.       | Sub Divided area      | Name of member   | Status          |
|---------|----------------------------|-----------------------|--|-----------------|
| 1.      | GH-12A-1, Sector-01        | 37491 Sq.m.           | M/s. Connoisseur Infrabuild Pvt.Ltd.   | Lead Member     |
| 2.      | <b>GH-12A-2, Sector-01</b> | <b>30675.07 Sq.m.</b> | <b>M/s. Capital Infratechomes Pvt. Ltd.</b><br>(SPC of M/s Capital Infradeveloper Pvt.Ltd., M/s AGM Management Services Ltd., M/s Antriksh Engineers Construction, M/s Apex Buildcon India Pvt.Ltd.) | Relevant Member |

Whereas the said Lead member/lessee has given an undertaking dated 21-11-2012 (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 and name and status of **M/s. Capital Infratechomes Pvt. Ltd. (SPC)** on the request of the Consortium Member 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-12A-2, Sector-01, Greater Noida measuring 30675.07 square metre (as per lease plan actual Area 33941.79 square metre)** is being leased through this lease deed.

प्रबंधक (वित्त/रस)  
LESSOR प्राधिकरण

For CAPITAL INFRA TECHOMES PVT. LTD.

*N. H. Rao*  
Authorised Signatory  
LESSEE

(32)

AND it has been represented to the lessor, that **M/s. Capital Infratechomes Pvt. Ltd. (Lessee)** having its registered office at B41/9, Sector-31, Noida-201301 shall solely develop the project on the demarcated/sub-divided Builders Residential / Group Housing Plot No.**GH-12A-2, 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/SPC 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.

**A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-**

1. This in consideration of the total proportionate premium of the 33941.79 sq.m. is **Rs. 39,28,42,277.00** (Rupees Thirty Nine Crore Twenty Eight Lac Forty Two Thousand Two Hundred Seventy Seven only) out of which **Rs. 7,33,12,343.00** 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 premium i.e. **Rs. 31,95,29,934.00** of the plot along with interest will be paid in 16 half yearly installments in the following manner :-

| <u>Due date</u> | <u>Head</u>            | <u>Premium</u> | <u>Interest</u> | <u>Total amount of Instalment</u> | <u>Balance Premium</u> |
|-----------------|------------------------|----------------|-----------------|-----------------------------------|------------------------|
| 18.02.2011      | Instalment No.1 (Paid) | 0.00           | 19171796.00     | 19171796.00                       | 319529934.00           |
| 18.08.2011      | Instalment No.2 (Paid) | 0.00           | 19171796.00     | 19171796.00                       | 319529934.00           |
| 18.02.2012      | Instalment No.3 (Paid) | 0.00           | 19171796.00     | 19171796.00                       | 319529934.00           |
| 18.08.2012      | Instalment No.4        | 0.00           | 19171796.00     | 19171796.00                       | 319529934.00           |
| 18.02.2013      | Instalment No.5        | 19970621.00    | 19171796.00     | 39142417.00                       | 299559313.00           |
| 18.08.2013      | Instalment No.6        | 19970621.00    | 17973559.00     | 37944180.00                       | 279588692.00           |
| 18.02.2014      | Instalment No.7        | 19970621.00    | 16775322.00     | 36745943.00                       | 259618071.00           |
| 18.08.2014      | Instalment No.8        | 19970621.00    | 15577084.00     | 35547705.00                       | 239647450.00           |
| 18.02.2015      | Instalment No.9        | 19970621.00    | 14378847.00     | 34349468.00                       | 219676829.00           |
| 18.08.2015      | Instalment No.10       | 19970621.00    | 13180610.00     | 33151231.00                       | 199706208.00           |
| 18.02.2016      | Instalment No.11       | 19970621.00    | 11982372.00     | 31952993.00                       | 179735587.00           |
| 18.08.2016      | Instalment No.12       | 19970621.00    | 10784135.00     | 30754756.00                       | 159764966.00           |
| 18.02.2017      | Instalment No.13       | 19970621.00    | 9585898.00      | 29556519.00                       | 139794345.00           |
| 18.08.2017      | Instalment No.14       | 19970621.00    | 8387661.00      | 28358282.00                       | 119823724.00           |

प्रबंधक (विल्डर्स)  
ग्रेटर नोएडा प्राधिकरण

LESSOR

3

For CAPITAL INFRA TECHOMES PVT. LTD.

LESSEE  
Authorised Signatory

(33)

|            |                  |             |            |             |             |
|------------|------------------|-------------|------------|-------------|-------------|
| 18.02.2018 | Instalment No.15 | 19970621.00 | 7189423.00 | 27160044.00 | 99853103.00 |
| 18.08.2018 | Instalment No.16 | 19970621.00 | 5991186.00 | 25961807.00 | 79882482.00 |
| 18.02.2019 | Instalment No.17 | 19970621.00 | 4792949.00 | 24763570.00 | 59911861.00 |
| 18.08.2019 | Instalment No.18 | 19970621.00 | 3594712.00 | 23565333.00 | 39941240.00 |
| 18.02.2020 | Instalment No.19 | 19970621.00 | 2396474.00 | 22367095.00 | 19970619.00 |
| 18.08.2020 | Instalment No.20 | 19970621.00 | 1198237.00 | 21168858.00 | 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.

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.

प्रबंधक (विल्डिस)  
ग्रेटर नोडा प्राधिकरण  
LESSOR

For CAPITAL INFRA TECH HOMES PVT. LTD.

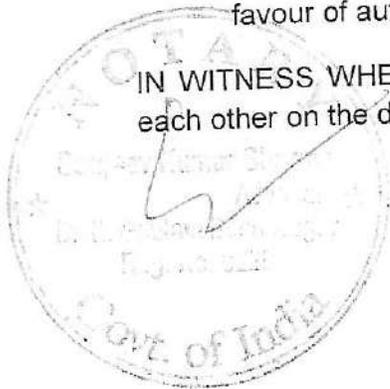
LESSEE  
Authorised Signatory

dated .22.. November, 2012 for the execution of lease deed of the proportionate area of 30675.07square meters out of the allotted gross area after subdivision of the plot. Further GNIDA vide its letter regarding the lease deed dated .22.. November, 2012 communicated that as per lease plan actual area of sub-divided plot is 33941.79 square meters.

Now therefore this undertaking witnessed as under:

- A. That the SPC do hereby agree and undertake, that notwithstanding the execution of the lease deed of an area of 33941.79 square meters, that SPC shall be liable for compliance of all terms and conditions of the lease deed, including but not limited to the payment of consideration for the area mentioned in the lease deed and any breach of the aforesaid terms and conditions by us, for our leased area and then in that case GNIDA may take suitable action against us.
- B. That this Undertaking shall form part of the lease deed to be executed and necessary clauses to this effect shall be stipulated in the lease deed.
- C. That incase of breach of terms and conditions of GNIDA, then in that case GNIDA shall be entitled to take suitable action against us as per law.
- D. That, in terms of the Clause 8A of the Scheme, we undertake that the lead member company shall retain min. 26% of the share/shareholding/rights in the Consortium as per MOA till completion of the at-least one phase of the project.
- E. That this undertaking is being given without any coercion or duress of any kind whatsoever by the SPC of relevant members duly authorised by their board of directors to submit this undertaking. A copy of Board Resolution in favour of authorised signatory is being annexed as Annexure-A.

IN WITNESS WHEREOF executants have appended the signature in presence of each other on the date mentioned above.



*N. Kumar*

Director/Authorised Signatory

Capital Infratechomes Private Limited

Witness- *Jayesh Kumar*  
*S/o Rambhaya Lal*  
*J. Kumar* 23C, Sector 105  
nearby

Witness- *Shishodra*  
*Rambhan Shishodra*

*S/o Kripal Singh*  
*Kakara, Dhaulana, Gajpur.*

प्रबंधक (बिल्डर्स)  
ग्रेटर नोएडा प्राधिकरण

ATTESTED

*[Signature]*

Sanjeev Kumar Sharma  
Advocate, Notary  
Regd. No. 109  
Dist. Gurgaon, Haryana

प्रबंधक (बिल्डर्स)  
ग्रेटर नोएडा प्राधिकरण