

T-4446/13



उत्तर प्रदेश UTTAR PRADESH

20AA 230451

Lease-Deed

Stamp Duty Paid in Cash Certificate in favour of M/s ANUSHA ENGINEERING CONSULTANTS
* CONST. PVT. LTD., 7042, Ghas mandi Phari Dheraj Delhi
In Pursuance of the order of the Collector
Notarized Dated 05/12/12 passed under
section 10-A of the Stamp Act it is certified that
an amount of Rs. 1,09,98,000/- (one crore ninety nine lac ninety eight
(in words Rs. Thousand 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. 70020 Dated 06/12/12
a Copy of Which is annexed herewith.

10 Dec-2012

Date

Official Design

Signature

Gautam Singhania

10/12/12

Anusha Engineering Consultants & Construction Pvt. Ltd.

Manager (Builders)

Greater Noida Indl. Dev. Authority

LEASE DEED

This Lease Deed made on 28th day of **FEBRUARY, 2013** 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. ANUSHA ENGINEERING CONSULTANTS & CONSTRUCTION PRIVATE LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at Block V/47, B-1, Charmwood Village, Eros Garden, Surajkund Road, Faridabad-121009 through its Director Mr. Amit Vaish S/o. Sh. Dhanesh Chandra R/o.D-45, Sector 40, Noida duly authorized by its Board of Directors vide Resolution dated 28-11-2012 (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**.

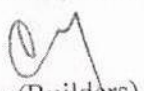
WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

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.

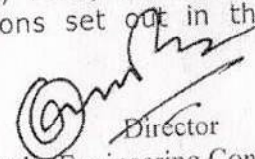
AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the CONSORTIUM CONSISTING OF -

1. M/s. PANCHSHEEL BUILDTECH PRIVATE LIMITED- LEAD MEMBER
2. M/s. DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD. - RELEVANT MEMBER
3. M/s. COSMOS INFRAESTATE PRIVATE LIMITED- RELEVANT MEMBER
4. M/s. RATAN BUILDTECH PRIVATE LIMITED- RELEVANT MEMBER
5. M/s. BAIBHAV CONSTRUCTION PRIVATE LIMITED- RELEVANT MEMBER
6. M/s. SIEMENS CONSTRUCTION CORPORATION- RELEVANT MEMBER
7. M/s. SUPERTECH LIMITED- RELEVANT MEMBER
8. M/s. ANUSHA ENGINEERING CONSULTANTS & CONST. PVT. LTD.- RELEVANT MEMBER

the Plot NO. GH-01, SECTOR-16, GREATER NOIDA, area 202319.46 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-04/2011/276 dated 13.01.2011 and Allotment Letter No.PROP/BRS-04/2011/312, dated 25.01.2011 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


Manager (Builders)
Greater Noida Ind. Dev. Authority

LESSOR


Director
Anusha Engineering Consultants
& Construction Pvt. Ltd.
LESSEE

allotment letter and brochure/bid document of the said Scheme (Scheme Code BRS-04/2010). The registered consortium consists of following :-

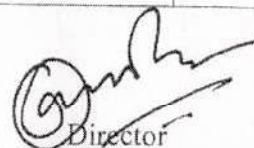
S.No.	Name of member	Shareholding	Status
1.	M/s. PANCHSHEEL BUILDTech PRIVATE LIMITED	54.44%	LEAD MEMBER
2.	M/s. DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.	5.00%	RELEVANT MEMBER
3.	M/s. COSMOS INFRAESTATE PRIVATE LIMITED	8.47%	RELEVANT MEMBER
4.	M/s. RATAN BUILDTech PRIVATE LIMITED-RELEVANT MEMBER	8.29%	RELEVANT MEMBER
5.	M/s. BAIBHAV CONSTRUCTION PRIVATE LIMITED	5.01%	RELEVANT MEMBER
6.	M/s. SIEMENS CONSTRUCTION CORPORATION.	5.01%	RELEVANT MEMBER
7.	M/s. SUPERTech LIMITED	5.00%	RELEVANT MEMBER
8.	M/s. ANUSHA ENGINEERING CONSULTANTS & CONST. PVT. LTD.	8.78%	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. PANCHSHEEL 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	Permissible Sub-Div. area (in sqm.)	Actual Sub Divided area as per lease plan (in sq.m.)	Name of member/SPC	Status
1.	GH-01A Sec-16	120258.69	121231.43	M/s. PANCHSHEEL BUILDTech PRIVATE LIMITED (SPC of M/s. Panchsheel Buildtech Pvt. Ltd. -Lead Member & Supertech Ltd.)	SPC
2.	GH-01B Sec-16	10115.97	10000.00	M/s. DREAMLAND PROMOTERS & CONSULTANTS PVT. LTD.	Relevant Member
3.	GH-01C Sec-16	17136.46	17288.00	M/s. COSMOS INFRAESTATE PRIVATE LIMITED	Relevant Member
4.	GH-01D Sec-16	16772.28	16863.00	M/s. RATAN BUILDTech PRIVATE LIMITED	Relevant Member
5.	GH-01E Sec-16	20272.41	20265.08	M/s. B.S. BUILDTech (REGD. PARTNERSHIP FIRM OF BAIBHAV CONSTRUCTION PRIVATE LIMITED-RELEVANT MEMBER & M/s. SIEMENS CONSTRUCTION CORPORATION- RELEVANT MEMBER)	SPC
6.	GH-01F Sec-16	17763.65	17775.09	M/s. ANUSHA ENGINEERING CONSULTANTS & CONST. PVT. LTD.	Relevant Member

Manager (Builders)
Greater Noida Ind. Dev. Authority

LESSOR


Director

Anusha Engineering Consultants
& Construction Pvt. Ltd.

LESSEE

Whereas the said registered consortium has given an undertaking dated 01.02.2012 (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-4/2011/702, dated 06.07.2011 and name and status of **M/s. ANUSHA ENGINEERING CONSULTANTS & CONSTRUCTION PRIVATE LIMITED** on the request of consortium in accordance with the Clause C-8(e) of the brochure/bid document of the scheme. Accordingly lessee has to develop and market the project on demarcated/sub-divided **Plot No. GH-01F, Sector-16**, Greater Noida measuring **17763.65** square metre (actual area as per lease plan **17775.09** 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. ANUSHA ENGINEERING CONSULTANTS & CONSTRUCTION PRIVATE LIMITED (Lessee)** having its office at Block V/47, B-1, Charmwood Village, Eros Garden, Surajkund Road, Faridabad-121009 shall solely develop the project on the demarcated/sub-divided Builders Residential/Group Housing Plot No. **GH-01F, Sector-16**, Greater Noida. Shareholding conditions on the lessee company/ companies shall be applicable on lessee as per clause C-8 & C-10 of the brochure of BRS-04/2010 scheme.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

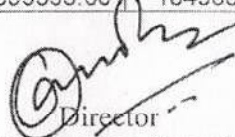
1. This in consideration of the total proportionate premium of the **17775.09** sq.m. is **Rs. 20,56,75,567.00** (Rs. Twenty Crore, Fifty Six Lac, Seventy Five Thousand, Five Hundred, Sixty Seven Only) out of which approx 10% **Rs. 2,06,86,692.00** which have been paid by the Lessee to the Lessor (the 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 approx 90% premium i.e. **Rs. 18,49,88,875.00** of the plot along with interest will be paid in 16 half yearly installments in the following manner :-

Due date	Head	Premium	Interest	Total amount of Instalment	Balance Premium
25.07.2011	Instalment No.1 (Paid)	0.00	11099333.00	11099333.00	184988875.00
25.01.2012	Instalment No.2 (Paid)	0.00	11099333.00	11099333.00	184988875.00
25.07.2012	Instalment No. 3 (Paid)	0.00	11099333.00	11099333.00	184988875.00

3

Manager (Builders)
Greater Noida Ind. Dev. Authority

LESSOR


Director
Anusha Engineering Consultants
& Construction Pvt. Ltd.
LESSEE

25.01.2013	Instalment No.4	0.00	11099333.00	11099333.00	184988875.00
25.07.2013	Instalment No.5	11561805.00	11099333.00	22661138.00	173427070.00
25.01.2014	Instalment No.6	11561805.00	10405624.00	21967429.00	161865265.00
25.07.2014	Instalment No.7	11561805.00	9711916.00	21273721.00	150303460.00
25.01.2015	Instalment No.8	11561805.00	9018208.00	20580013.00	138741655.00
25.07.2015	Instalment No.9	11561805.00	8324499.00	19886304.00	127179850.00
25.01.2016	Instalment No.10	11561805.00	7630791.00	19192596.00	115618045.00
25.07.2016	Instalment No.11	11561805.00	6937083.00	18498888.00	104056240.00
25.01.2017	Instalment No.12	11561805.00	6243374.00	17805179.00	92494435.00
25.07.2017	Instalment No.13	11561805.00	5549666.00	17111471.00	80932630.00
25.01.2018	Instalment No.14	11561805.00	4855958.00	16417763.00	69370825.00
25.07.2018	Instalment No.15	11561805.00	4162250.00	15724055.00	57809020.00
25.01.2019	Instalment No.16	11561805.00	3468541.00	15030346.00	46247215.00
25.07.2019	Instalment No.17	11561805.00	2774833.00	14336638.00	34685410.00
25.01.2020	Instalment No.18	11561805.00	2081125.00	13642930.00	23123605.00
25.07.2020	Instalment No.19	11561805.00	1387416.00	12949221.00	11561800.00
25.01.2021	Instalment No.20	11561805.00	693708.00	12255513.00	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.

4


Manager (Builders)
Greater Noida Ind. Dev. Authority

LESSOR


Director
Anusha Engineering Consultants
& Construction Pvt. Ltd.
LESSEE

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 installment 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-01F, SECTOR-16, GREATER NOIDA** Distt. Gautam Budh Nagar (U.P.) contained by measurement **17775.09 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.

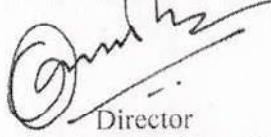
TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from **28th DAY OF FEBRUARY 2013** except and always reserving to the Lessor.

- 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.

5

Manager (Builders)
Greater Noida Ind. Dev. Authority

LESSOR


Director
Anusha Engineering Consultants
& Construction Pvt. Ltd.
LESSEE