भारतीय गैर न्यायिक

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For Strategic Development Pvt. Ltd.

Director

M/s Strategic

Pvt

N Delhi

LEASE DEED

This Lease Deed made on 13th day of MAY, 2011 between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 2 (c) 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 STRATEGIC DEVELOPERS PRIVATE LIMITED (FORMERLY KNOWN AS M/S RADHEY KRISHNA PROBUILD PVT.LTD.)**, a company within the meaning of Companies Act, 1956, having its registered office at **A-68, LGF DAYANAND COLONY, LAJPAT NAGAR-IV, NEW DELHI-110024** through its Director Sh. Manish Gupta S/o Sh. P.C. Gupta R/o A-304, Krishna Apra Residency, Sector-61, NOIDA Dist. Gautam Budh Nagar (U.P.) duly authorised by its Board of Directors vide Resolution dated 08-03-2011 (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 :-

1. **M/s. RADHEY KRISHNA TECHNOBUILD PRIVATE LIMITED- LEAD MEMBER**
2. **M/s. BELGRAVIA PROJECTS PRIVATE LIMITED- RELEVANT MEMBER**
3. **M/s. AYS INFRASTRUCTURE LIMITED- RELEVANT MEMBER**

the plot NO. GH-04, SECTOR-16, GREATER NOIDA, area 8048.17 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter no.RKDP/BGB-04/2011/287 dated 14.03.2011 and Allotment Letter No.RKDP/BGB-04/2011/133 dated 04-03-2011 for the development and marketing of Group Housing Project/ Flats/ Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure/bid documents of the said Scheme (Scheme Code Grp-04/2010). The registered consortium consists of following :-

S.No.	Name of Member	Proposed Share	
1.	RADHEY KRISHNA TECHNOBUILD PRIVATE LIMITED	47.50%	LEAD MEMBER
2.	BELGRAVIA PROJECTS PRIVATE LIMITED	47.50%	RELEVANT MEMBER

For Strategic Developers Pvt. Ltd.

Director

LESSEE

LESSOR

[redacted]

[redacted]

[redacted]

[redacted]

3.	M/s SUMMIT TECHNO INFRA	3%	[illegible]

Whereas the above registered consortium who jointly qualify for the bid and secured the allotment of said plot being Alphaet bidder. They through its lead member **M/s. Radhey Krishna Technobuild 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-04A,	Sector-16	16000.00	RADHEY KRISHNA TECHNOBUILD PRIVATE LIMITED	Lead Member
2.	GH-04B,	Sector-16	3000.00	MEGHAYA PROJECTS PRIVATE LIMITED	Relevant member
3.	GH-04C	Sector-16	12000.00	M/S STRATEGIC DEVELOPERS PVT.LTD. (FORMERLY KNOWN AS RADHEY KRISHNA PROP BUILD PRIVATE LIMITED) (SPC)	SPC

Whereas the said registered consortium has given an undertaking dated 10.05.2011 (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 vide letter No. Proj/SPS-4/2010/471 dated 04.04.2011 the aforesaid sub-division and name and status of **M/s STRATEGIC DEVELOPERS PRIVATE LIMITED (FORMERLY KNOWN AS RADHEY KRISHNA PROP BUILD PRIVATE LIMITED) (SPC)** on the request of consortium in accordance with the Clause C-8(c) of the brochure/bid document of the scheme, to develop and market the project on demarcated/sub-divided **Plot No. GH-04C, Sector-16, Greater Noida measuring 12000 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 STRATEGIC DEVELOPERS PRIVATE LIMITED (FORMERLY KNOWN AS RADHEY KRISHNA PROP BUILD PRIVATE LIMITED) (Lessee)** having its registered office at **A-88, LGF DAYANAND COLONY, LAJPAT NAGAR-IV, NEW DELHI-110024** shall solely develop the project on the demarcated/sub-divided Builders-Residential / Group Housing Plot No.GH-04C, Sector-16, Greater Noida. Undertaking mentioned in the lease

For Strategic Developers Pvt. Ltd.

Director

LESSOR 2 LESSEE

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company/companies shall be applicable on lease as per the C-8 and C-10 of the brochure of BRS-04/2013 scheme.

And it has been represented to the lessor that lessee shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No.GH04C, Sector-16, Greater Noida measuring an area 12000 sq.m. which is being leased through this lease deed.

A. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. That in consideration of the total proportionate premium of the 12000 sq.m. is **Rs. 13,94,46,666.66** (Rs. Thirteen Crore Ninety Four Lac Forty Thousand Only) out of which 10% **Rs. 1,39,44,666.66** 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 instalments. After expiry of moratorium period, the balance 90% premium i.e. **Rs. 12,54,46,666.66** of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

Due date	Desc	Principal	Interest	Total amount of instalment	Balance Principal
		Balance 90% premium			
[illegible]	Instalment No.1	0.00	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.2	0.00	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.3	0.00	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.4	0.00	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.5	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.6	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.7	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.8	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.9	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.10	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.11	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.12	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.13	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.14	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.15	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.16	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.17	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No.18	[illegible]	[illegible]	[illegible]	[illegible]

For Ansal Housing Developers Pvt. Ltd.

Director

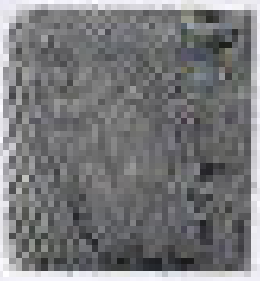
LESSEE

LESSOR

[illegible]

Registration No. : [illegible] Year : [illegible] Book No. : [illegible]

[illegible]



[illegible]

[illegible]	Instalment No. 19	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Instalment No. 20	[illegible]	[illegible]	[illegible]	[illegible]

In case of default in depositing the instalments 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, instalment, and lease rent respectively. No request of the Lessee contrary to this will be entertained.

8. 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 Strategic Developers Pvt. Ltd.

Director

LESSOR

LESSEE

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-04C, SECTOR-16, GREATER NOIDA** Dist. Gautam Budh Nagar (U.P.) contained by measurement **12000 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

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 **12TH DAY OF MAY 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, working gravel, 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 sustained 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.

6. THE LESSEE DOTH HEREBY DECLARE AND COVENANTS 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:-

(1) Lessee has paid **Rs.1394400.00** as annual lease rent being 1% of the plot premium.

For Shivalik Condominiums Pvt. Ltd.

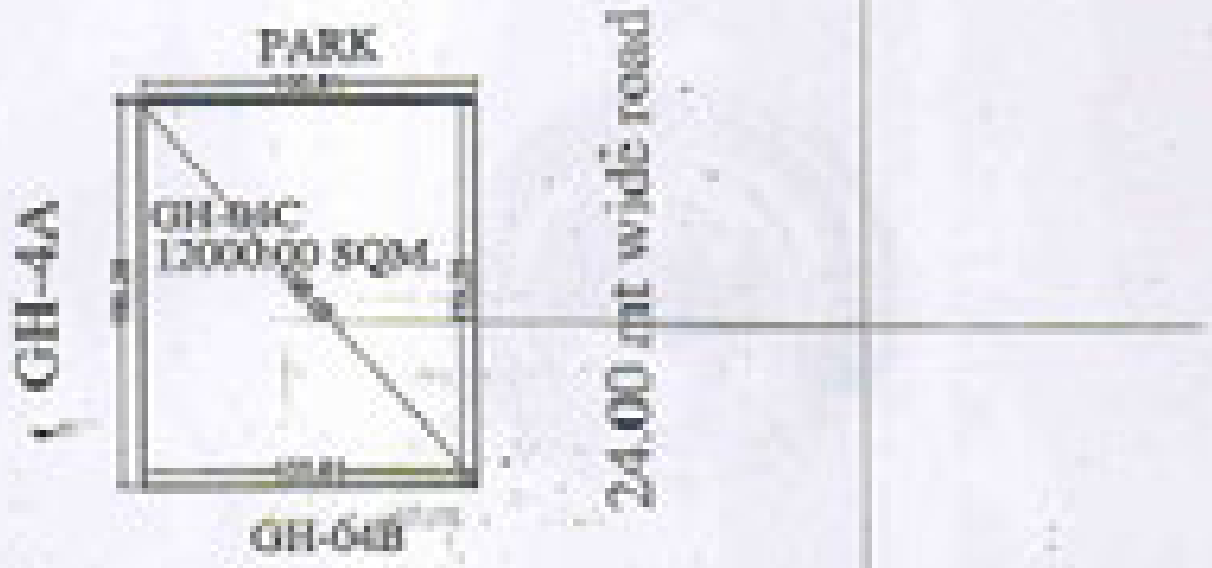
Director

LESSEE

For Shri Alkesh

LESSOR

PLOT NO.- GH-04C



L = 13000.00 SQM

DRAWN TAKEN OVER		POSSESSION HANDED OVER		
ASE PLAN FOR	PROJ. DEPTT.			
OT NO.-GH-4C SECTOR- (RESIDENTIAL)	LAND DEPTT.			
	LAW DEPTT.			
DATER NOIDA	PLNG. DEPTT.			

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

Per Sensingle Developers Pvt. Ltd.

Director

(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 before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/sub Lessee to pay proportional charges for the allotted areas.

c) The Lessee shall use the allotted plot for construction of Group Housing/flats/plots. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements of building bye-laws and prevailing and under mentioned terms and conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.

i) Such allottee/sub Lessee should be citizen of India and competent to contract.

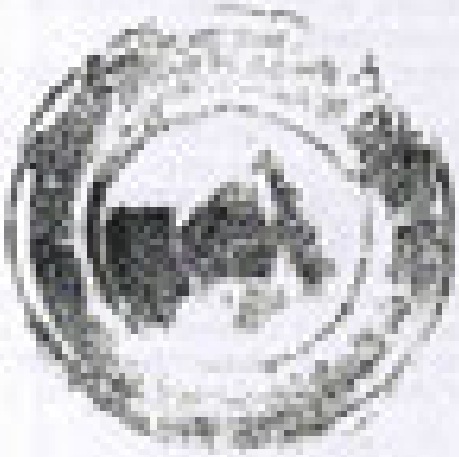
ii) Normally, the permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing

Arvind Bhardwaj
For Self & Others

For Bhalaja Developers Pvt. Ltd.

Director

LESSOR



flat, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

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 fulfilment 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

For Bhutani Developers Pvt. Ltd.

Director

LESSOR

dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.

i) Every transfer done by the Lessee shall have to be registered before the physical possession of the flat/plot is handed over.

j) Except otherwise without obtaining the completion certificate, the Lessee shall have option upto 31.03.2011, or as decided by the Lessor, to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges @ 3% of allotment rate. However, the area of each of such sub divided plots should not be less than 10,000 sq. mtrs.

k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

B. SCHEME OF DEVELOPMENT

The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

Maximum permissible Ground Coverage	As per Building regulation 2010 Greater Noida
Maximum permissible FAR	2.75
Set backs	As per Building regulation 2010 Greater Noida
Maximum height	No Limit

C. CONSTRUCTION

1. The Lessee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The Lessee shall be required to complete the construction of group housing projects on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the LESSOR in maximum 3 phases within a period of 7 years from the date of execution of lease deed. The Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of lease deed.

In case of planned development, the final purchaser/sub-Lessee of plots shall have to obtain completion certificate from the LESSOR within the period of 5 years from the date of execution of lease deed.

For Strategic Developers Pvt. Ltd.

Director

For firm affixed

LESSOR

LESSEE

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 on the part of allottee /Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the rate 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 assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the LESSOR, developer and the Financial institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

For Biralagu Developers Pvt. Ltd.

Director

LESSOR

LESSEE

Provided that in the event of sale or foreclosure of the mortgaged/charged property the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

6. TRANSFER OF PLOT

1. Without obtaining the completion certificate the Lessee shall have the right to subdivide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties upto 31.03.2013, or as decided by the Lessor, with the prior approval of LESSOR on payment of transfer charges @ 3% of allotment rate. However, the area of each of such sub-divided plots should not be less than 2,000 sqmtrs. However, individual flat/plot will be transferable with prior approval of the LESSOR as per the following conditions :-

(i) The dues of LESSOR towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before executing of sub-lease deed of the flat.

(ii) The lease deed has been executed.

(iii) Transfer of flat will be allowed only after obtaining completion certificate for respective phase by the Lessee.

(iv) The sub-lessee undertakes to, not to use the premises for the residential use only.

(v) The Lessee has obtained building/occupancy certificate from Building Cell/Planning Department, Gautam 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.

For Strategic Developers Pvt. Ltd.

Director

LESSOR

LESSEE

(viii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

6. 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.

7. 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.

8. OVERRIDING POWER OVER DEMISED PROPERTIES

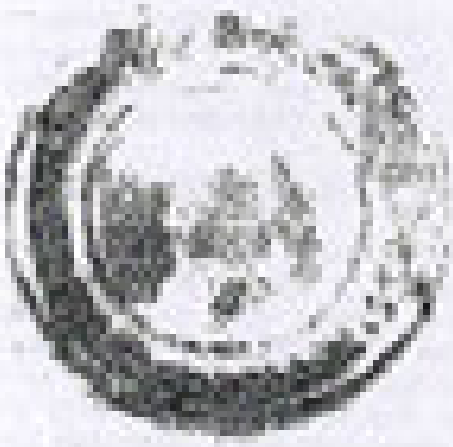
The Lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s)/flats or for the structure thereon, provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby

For Bhargo Developers Pvt. Ltd.

Director

LESSOR

LESSOR



reserved. The decision of the Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the Lessee/sub-Lessee.

K. **MAINTENANCE**

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. That the Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
   a. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
   b. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions including to the convenience of the inhabitants of the place.
3. That the Lessee / sub-lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor framed/issued under section 8, 9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made thereto.
4. In case of non-compliance of terms and directions of Lessor, the Lessor shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
5. The Lessee/sub Lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorised by Chief Executive Officer of the Lessor will have power to get the maintenance done through the Lessor and recover the amount so spent from the Lessee/sub Lessee. The Lessee/sub Lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of UP flat ownership act 1975 shall be applicable on the Lessee/sub Lessee. No objection on the amount spent for 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 revocation, 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 vitiated 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.

For Shalaka Developers Pvt. Ltd.

Director

LESSOR

LESSEE

3. Default on the part of the Lessee for breach/violation of terms and conditions of registration/allotment/lease and/or nondeposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 10% 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 3 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.

H. OTHER CLAUSES :

1. The Lessor reserves the right to make such additions / alterations 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 risk and charge damages from the Lessee during the period of subsistence 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. 5 of 1976) and by the rules and/ or regulations made or directions issued, under the Act.

For Greenjet Developers Pvt. Ltd.

Director

LESSEE

Shri Arun Mittal

LESSOR

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AR 629764

Undertaking

This undertaking is signed and executed Greater Noida on the 19th day of May 2011

1. M/s Radhey Krishna Technobuild Private Ltd. (Name of Lead Member Company), a company formed and existing under the provisions of Companies Act 1956, having its office at B-45,Ecotech3,Noida (here in after referred to as the lead Member) through shri Naveen Goel , Director of the lead member.

2. M/s Saligrama Projects Pvt. Ltd. (Name of Reference Member Company), a company formed and existing under the provisions of Companies Act 1956, having its registered office at 1497, First Floor, Bhardwaj Bhawan, Bidan Pimnath Marg, New Delhi-02 (here in after referred to as the Reference Member) through shri Ashutosh Gupta Director of the referred member.

3. M/s Strategic Developers Pvt. Ltd. (Formerly known as M/S Radhey Krishna Projects Pvt Ltd), a special purpose company formed and existing under the provisions of Companies Act 1956, having its office at B-137, Sec-63, Noida (hereinafter referred to as the EPC Member through Shri Ashutosh Gupta, Director of the EPC member.

WHEREAS in response to the invitation for bid in the RFP-04/2010 (release order wherein of the Builders Residential / Large Group Housing Plots, floated by Greater Noida Industrial Development Authority (hereinafter referred to as GNIDA), the Consortium consisting above said members, submitted their bid allotment of Plot No [illegible]

For M/s RADHEY KRISHNA PROJECTS PVT. LTD.

Director

For Strategic Developers Pvt. Ltd.

Director/Auth. Signatory

Director

16, Greater Noida area 18445.17 square metre and agreed to abide by all the terms and conditions set out in the brochure of the scheme.

AND WHEREAS the GNIDA vide letter bearing No. PROP/BSE-450015 dated 06.01.2011 allotted plot no. GH-4 Sector-16, Greater Noida Having area of 18445.17 square metre in favour of Consortium.

AND WHEREAS upon being called to have lease deed of the allotted plot executed in the name of the consortium, the lead member and the relevant member agreed amongst themselves that as permissible under clause C-4 of the brochure of the scheme the Lease Deed of an area of 18445.17 square metre be executed in favour of the lead member and a separate lease deed of an area of 10000 square metre in favour of M/s Belgravia Projects Pvt. Ltd. (relevant member) & 13000 square metre be executed in favour of M/s Sunrise Developers Private Ltd. (SPC Member) respectively and a request letter dated 17.02.2011 was addressed to GNIDA in this regard.

AND WHEREAS A request of the lead member and the relevant member as mentioned in the said letter dated 17.2.11 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 4/4/2011, including submission of an Undertaking.

Now therefore this undertaking witnesses as under:-

1. That we, the lead member and the relevant member do hereby agree that notwithstanding the execution of Lease Deed of an area of 18445.17 square metre in favour of the lead member, area of 10000 square metre in favour of the relevant member & 13000 square Metre in favour of SPC Member we shall be jointly and severally liable for the due compliance of all the terms and conditions of the lease deed, including but not limited to payment of consideration for the area mentioned in above. Joint deals and any breach of the aforesaid, by one of us, shall constitute breach also by the other and thereby empower the GNIDA to take action against of us.
2. That each of us jointly and severally agree that this undertaking shall form part of lease deed to be executed and necessary clause(s) to this effect shall be stipulated in the Lease Deed to be executed.
3. That any breach of the conditions set out in this undertaking shall render the permission granted in principle vide GNIDA's letter dated 4.4.2011 void/void in case Lease Deed has been executed, the breach of these present shall constitute a breach of the lease deed for which GNIDA shall be entitled to take action against us, including determination of all the lease deeds to be executed.
4. That, in terms of clause(s) of the scheme, we undertake that the lead member the consortium shall retain at least 20% of the shareholding as per MOA till the completion certificate of atleast one phase of the project is obtained from GNIDA.
5. That each of the signatory on behalf of Lead Member and Relevant Members has been duly authorized by their respective Board of Directors to submit the undertaking. A copy of the Board Resolution in favour of each of the signatory

For Sunrise Developers Pvt. Ltd.

For BELGRAVIA PROJECTS PVT. LTD.

For Sunrise Developers Pvt. Ltd.

Belgravia Projects Pvt. Ltd.

Director/Auth. Signatory

Director

Director

being annexed as Annexure 'A' and Annexure 'B' to this Undertaking and the same shall be deemed to be part of this Undertaking.

4. That this undertaking has been given by us voluntarily and without any force compulsion or duress of any kind whatsoever.

IN WITNESSES WHEREOF each of the two executants have appended the signature in the presence of each others on the first mentioned above.

For Kalpataru Infrastructure Pvt. Ltd

Witnesses

Lead Manager

1.

For BELGRAVIA PROJECTS PVT LTD

Director

2.

For Strategic Developers Pvt Ltd

Director

ATTESTED

Advocate

Gautam Budh Nagar

Director

For Strategic Developers Pvt Ltd

Director

Radhey Krishna
Techno Builders

EXTRACT OF THE MINUTES OF THE BOARD MEETING OF RADHEYKRISHNA TECHNOBUILD PVT LTD HELD ON THE COMPANY'S OFFICE AT R-32, SECTOR-63, NOIDA (U.P.) [illegible]

" RESOLVED THAT NAVEEN GOEL, DIRECTOR OF THE COMPANY, IS INFORMED THAT A PLOT NO. GH-04A, SECTOR-16, GREATER NOIDA WAS ALLOTTED TO THE COMPANY BY GREATER NOIDA AUTHORITY. THE GREATER NOIDA AUTHORITY IS READY TO EXECUTE THE LEASE DEED GIVE THE POSSESSION, SO FOR THAT THE COMPNY HAS AUTHORISED NAVEEN GOEL , DIRECTOR OF THE COMPANY TO SIGN AND EXECUTE THE DEED WITH GREATER NOIDA AUTHORITY . FURTHER THAT HE IS ALSO AUTHORISED TO TAKE THE POSSESSION ON THE COMPANY FROM GREATER NOIDA AUTHORITY."

[illegible]
[illegible]
[illegible]
[illegible]
[illegible] PVT LTD

(DIRECTOR)

For Shivagni Developers Pvt. Ltd.

Director

Annexure- B

Vidur Developers

BELGRAVIA

EXTRACT OF RESOLUTION PASSED AT MEETING OF BOARD OF DIRECTORS OF M/S BELGRAVIA PROJECTS PVT. LTD. HELD ON 28TH DAY OF MARCH, 2011 AT 14/7, FIRST FLOOR, BHARDWAJ BHAWAN, KOTLA MUBARAKPUR, NEW DELHI-110003 AT 11:00 A.M.

After due deliberation the Board passed the following resolution unanimously

"RESOLVED THAT Mr. Ashutosh Gupta (Director be and hereby is authorized to sign the lease deed for Builder Residential / Group Housing Plot No. GH-04B, Sector-16, Greater Noida, Uttar Pradesh for and on behalf of the Company and to take possession of the allotted plot and to execute, deliver, & sign any declaration, letters, MOU etc.

RESOLVED FURTHER THAT Mr. Ashutosh Gupta be and is hereby authorized to do all acts, deed, and things as may necessary and incidental thereto.

CERTIFIED TO BE TRUE COPY

For Belgravia Projects Pvt. Ltd

SACHIN JAIN
(DIRECTOR)

For Belgravia Developers Pvt. Ltd.

Director

Ashish Gupta
Sri Ram Allawa

Annexure C

STRATEGIC DEVELOPERS PRIVATE LIMITED

Regd. Off. A-48, G.F. DAYANAND COLONY, LAJPAT NAGAR - IV, NEW DELHI - 110024

CERTIFIED COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF STRATEGIC DEVELOPERS PRIVATE LIMITED (FORMALY KNOWN AS RADHEYKRISHNA PROPERTIES PRIVATE LIMITED) IN ITS MEETING HELD AT CORPORATE OFFICE B-17, SECTOR-62, NOIDA, ON 5TH DAY OF MAY, 2011.

"RESOLVED THAT the company wants to execute the Lease Deed in its favor. Further resolved that Mr. Manish Gupta, Director of the company is authorized to sign the Lease Deed on behalf of the company. He is further authorized to give the undertaking, to take the possession and to sign all other documents which are required to execute the Lease Deed or to take the possession on behalf of the company.

Certified to be true copy.

For STRATEGIC DEVELOPERS PRIVATE LIMITED

DIRECTOR

For Strategic Developers Pvt. Ltd.

Director

अपर निबंधक
कार्यालय

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 payable 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.

15. All terms and conditions of brochure and its compendium, statement, building bye-laws and as amended from time to time shall be binding on the Lessee.

IN WITNESS WHEREOF the parties have set their hands on the day and in the year herein first above written.

In presence of:

WITNESSES:

1. [illegible]

2. [illegible]

For and on behalf of LESSOR
For Strategic Developers Pvt. Ltd.

Director

For and on behalf of LESSEE

For Strategic Developers Pvt. Ltd.

Director

LESSOR

[illegible] 1 [illegible] 8822

[illegible] 101 [illegible] 8456

(सुनील कुमार)
पुलिस अधीक्षक
गोलाघाट
असम

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

POSSESSION CERTIFICATE

Letter No. [illegible]
Date [illegible]

Plot Code
Allotment No. [illegible]
Plot No. [illegible]
Block No.
Sector [illegible]

Lessee / Allottee's Name & Address [illegible] Developers Pvt. Ltd. [illegible] Gautam Buddha Nagar [illegible]

Metes & Boundaries of plot	Dimensions	Area (in Sq. m.)	Remarks
North-East			
South-West			
South-East			
North-West			

Site plan of the plot is enclosed herewith. [illegible]

I/We have taken over possession of the plot No. ____ Block No. ____ Sector [illegible] on [illegible]

I/We agree with the plot size, area, mentioned in the enclosed plan and the plot is free from encroachment.

Possession handed over by

[illegible]
for Registrar
GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

Possession taken over by

For Bhalogia Developers Pvt. Ltd.
Director

Signature of the lessee

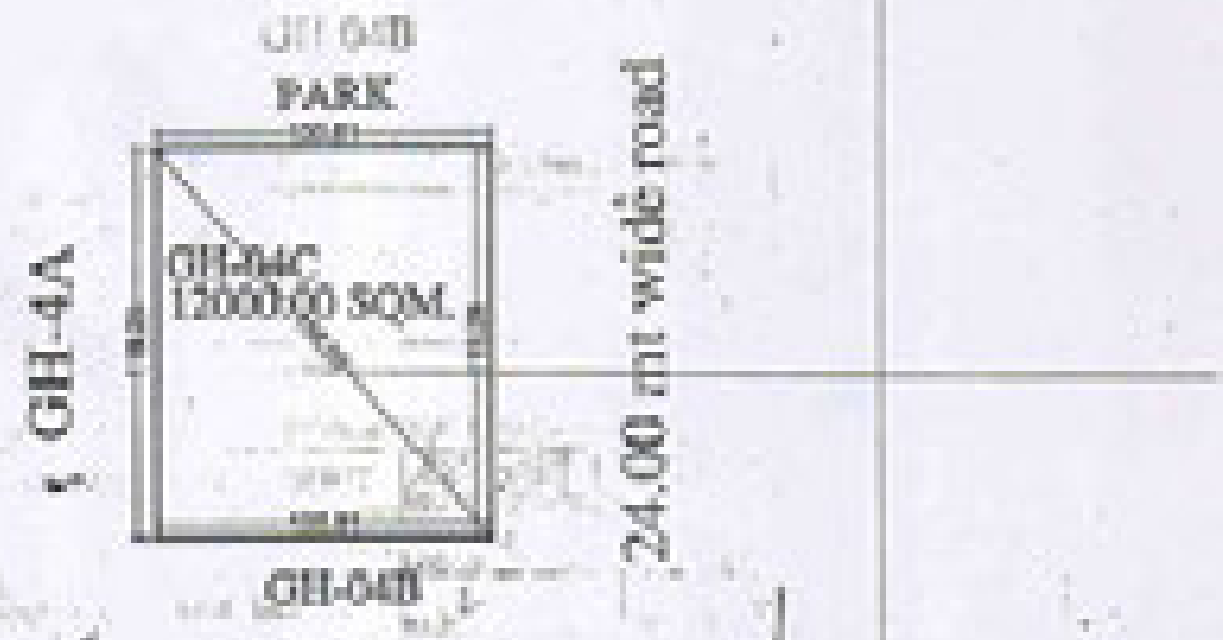
Copy to

1. Lessee
2. General Manager (Property)
3. General Manager (Engg.)

[illegible]
for Registrar
GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

A - 1 - 5000 SQM.

PLOT NO.- GH-04C



For Strategic Developers Pvt. Ltd.

Director

A - 12000.00 SQM

	POSSESSION HANDED OVER		
BASE PLAN FOR PLOT NO.-GH-4C SECTOR-(RESIDENTIAL) GREATER NOIDA	PROJ. DEPTT.		
	LAND DEPTT.		
	LAW DEPTT.		
	PLNG. DEPTT.		

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

[illegible]