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उत्तरप्रदेश UTTAR PRADESH

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प्रबन्धक निदेश
गैर न्यायिक अधिकरण

For Gaursons Promoters Pvt. Ltd.



Authorized Signatory

11/10/20

24/5/63 जुलै कालि⁰ D-12 H-63
कालि

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हरेन्द्र कुमार स्याम विके सा
31-3-20

सं. ८३, ता. ३१-३-२००८

पञ्चाङ्ग सं ७-६३, पृष्ठ २, पंक्ति १०, शब्द १०

An agreement to lease has been executed in favour of M/s. Gaursons Promoters Pvt. Ltd. New Delhi on date 22.09.10 and registered in the office of sub-registration Chaitambudh Ragan on Book no-I Vol. 74/9 Pages 215/236 document no. 21871/10 dated 5.10.10 which is Rs. 24,33,65,850/- Stamp duty is adjusted in this lease deed.

दिनांक २१/८/७१
पिनकोड २६२००१
फ़ोन २६५५३१
सहाय्योक्त विद्या भवा।

24365850 on 20/11/20



LEASE DEED

This Lease Deed made on 11th day of OCTOBER, 2010 between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, having its corporate office at 169, Chitvan Estate, Sector Gamma, Greater Noida City Dist. Gautam Budh Nagar (U.P.), a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976 hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the One Part and **M/s GAURSONS PROMOTERS PVT.LTD.**, a company within the meaning of Companies Act, 1956, having its registered office at 305, Arunachal Building, 19, Barakhamba Road, Connaught Place, New Delhi through its Authorised Signatory **Mr. Iqbal Singh Sodhi S/o Late H.S. Sodhi R/O J-266, Patel Nagar-I, Ghaziabad (U.P.)** duly authorized by its Board of Directors vide Resolution dated 1st day of October 2010 (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 Plots 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 Gaursons Promoters Pvt.Ltd. - Lead Member
- M/s Aardity Infrastructure Pvt.Ltd. - Relevant Member
- M/s Buland Buildtech Pvt.Ltd. - Relevant Member

the plot No. GH-03 SECTOR-16C, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure/bid document of scheme (code BRS-03/2010) and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-03/2010/1661 dated 22.07.2010 and Allotment Letter

For Gaursons Promoters Pvt. Ltd.



LESSEE

LESSOR



प्रकाश रिशु
ग्रेटर नोडा प्राधिकरण

No.PROP/BRS-03/2010/1682 dated 27.07.2010 & 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 allotment letter and brochure of the said Scheme (Scheme Code BRS-03/2010). AND WHEREAS the Lessor approved the sub division of the allotted plot on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme and permitted the lessee to execute lease deed in its favour and to develop and market the project on demarcated/sub-divided plot No.GH-03, Sector-16C, GREATER NOIDA measuring 413261.11 sq.m. (out of which clear area is 379421.11 sq. mtrs, of which presently lease deed is being executed). The total area of the sub divided plot as per lease plan is 413261.11 square metre out of which an area of 379421.11 square metre are in possession of the lessor of which lease deed is presently executed and accordingly consideration is determined. Rest affected area i.e. 33840.00 square metre, which is not in possession of the lessor, the lessee do hereby commits that whenever lessor offers this affected area's possession, they will execute supplementary lease deed/lease deed and get possession. The lessee further commits that for staking claims on the affected area they would pay the instalments as intimated vide lessor's letter dated 07th October 2010.

The registered consortium consists of following :-

S.No.	Name of consortium member	Shareholding	Status
1.	M/s Gaursons Promoters Pvt.Ltd.	90%	Lead Member
2.	M/s Buland Buildtech Pvt.Ltd.	5%	Relevant Member
3.	M/s Aarcity Infrastructure Pvt.Ltd.	5%	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 Gaursons Promoters 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:-

SLNo.	Plot No.	Sector	Divided area (in sq.m.) as per lease plan	Name of member (Consortium)	Status
1.	GH-03	16C	413261.11 sq.m.	M/s Gaursons Promoters Pvt.Ltd.	Lead Member
2.	GH-03A	16C	20285.96	M/s Buland Buildtech	Relevant

For Gaursons Promoters Pvt. Ltd.



Authorized Signatory

LESSOR

प्रधान मंत्री
गैर पौरो प्रधिकरण

			sq.m.	Pvt.Ltd.	Member
3	GH-03B	16c	20620.93 sq.m.	M/s Aarcity Infrastructure Pvt.Ltd.	Relevant Member

Whereas the said registered consortium has given an undertaking dated 07-09-2010 (Copy annexed as Annexure A 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 sub division on the request of consortium members 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-03, Sector 16C, Greater Noida measuring 413261.11 sq.m. (Clear area 379421.11 square metre of which presently lease deed being executed) vide letter dated 07th October 2010.

AND it has been represented to the lessor that the Consortium member have agreed amongst themselves that **M/s Gaursons Promoters Pvt.Ltd.** shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No. GH-03, Sector-16C, Greater Noida measuring an area 413261.11 sq.m. (Clear area 379421.11 square metre of which presently lease deed being executed through this Lease Deed) and lessee shareholding in the Company shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor. 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 the CONSORTIUM member have agreed amongst themselves that **M/s Gaursons Promoters Pvt.Ltd.** shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No. GH-03, Sector 16C, Greater Noida.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total premium of 379421.11 sq.m. (clear area) is **Rs. 438,49,69,768.00 (Rs. Four Hundred Thirty Eight Crore Forty Nine Lac Sixty Nine Thousand Seven Hundred Sixty Eight only)** out of which 10%

For Gaursons Promoters Pvt. Ltd.

Authorized Signatory

LESSOR

3

LESSEE

प्रमाणित सिलस
बीर नारायण प्रमाणिक

Le. Rs. 43,84,96,977.00 (Rupees Forty Three Crore Eight Four Lac Ninety Six Thousand Nine Hundred Seventy Seven only) which have been paid by the Lessee to the Lessor (the receipt where of 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 approx. 90% premium i.e. Rs. 394,64,72,791.00 (Rs. Three Hundred Ninety Four Crore Sixty Four Lac Seventy Two Thousand Seven Hundred Ninety One only) of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

SCHEDULE OF PAYMENT					
Head	Due date	Premium	Interest	Total Payable Instalment	balance premium
Instalment No.1	27.01.2011	0	236788367	236788367	3946472791
Instalment No.2	27.07.2011	0	236788367	236788367	3946472791
Instalment No.3	27.01.2012	0	236788367	236788367	3946472791
Instalment No.4	27.07.2012	0	236788367	236788367	3946472791
Instalment No.5	27.01.2013	246654549	236788367	483442917	3699818242
Instalment No.6	27.07.2013	246654549	221989095	468643644	3453163693
Instalment No.7	27.01.2014	246654549	207189822	453844371	3206509143
Instalment No.8	27.07.2014	246654549	182390649	439045098	2959854594
Instalment No.9	27.01.2015	246654549	177591276	424245825	2713200044
Instalment No.10	27.07.2015	246654549	162792003	409446552	2466545495
Instalment No.11	27.01.2016	246654549	147992730	394647279	2219890945
Instalment No.12	27.07.2016	246654549	133193457	379848006	1973236396
Instalment No.13	27.01.2017	246654549	118394184	365048733	1726581846
Instalment No.14	27.07.2017	246654549	103594911	350249460	1479927297
Instalment No.15	27.01.2018	246654549	88795638	335450187	1233272747
Instalment No.16	27.07.2018	246654549	73996365	320650914	986618198
Instalment No.17	27.01.2019	246654549	59197082	305851641	739963648
Instalment No.18	27.07.2019	246654549	44397819	291052368	493308099
Instalment No.19	27.01.2020	246654549	29598546	276253095	246654549
Instalment No.20	27.07.2020	246654549	14799273	261453822	0

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.

For Gaursons Promoters Pvt. Ltd.

Authorized Signatory

LESSOR

4

LESSEE

प्रबन्धक लिमिटेड
ईटर पीएच प्रॉपर्टीज

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 corrigendums, allotment, 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. *Handwritten signature*
12-A, DDA Flats Jhilmil
Gurgaon - 122005

Handwritten signature
प्रबन्धक निदेश
सेवा नीति प्रतिकृत
Signed and delivered

for and on behalf of LESSOR

For Gaursons Promoters Pvt. Ltd.

Handwritten signature
Authorized Signatory

For and on behalf of the LESSEE

2. *Handwritten signature*
R2D 4A Valli Nagar Gurgaon
N. Delhi

For Gaursons Promoters Pvt. Ltd.

Handwritten signature
Authorized Signatory

LESSOR

16

LESSEE

Handwritten signature
प्रबन्धक निदेश
सेवा नीति प्रतिकृत

आज दिनांक 11/10/2010 को
वही सं 1 जिल्ला सं 7428
पृष्ठ सं 77 से 126 पर क्रमांक 21972
रजिस्ट्रीकृत किया गया ।


(राजवहादुर सिंह)

उपनिबन्धक, भद्र
गौतमबुद्धनगर

11/10/2010

