

I-9407/2011

भारतीय पुर ज्यारिक

बीस रुपये

RS. 20

रु. 20

INDIA NO



UTTAR PRADESH Lease Deed

15AA 173257

Stamp Duty Paid in Cash Certificate in favour of m/s Express Projects Pvt Ltd.  
Surya Kiran Building K. G. Marg C. P. New Delhi  
in Pursuance of the order of the Collector  
Memo. Dated 27/3/11 Passed under  
Section 20-A of the Stamp Act. It is certified that  
an amount of Rs. 20,000/- has been paid in cash  
in respect of stamp duty in respect  
of this instrument in the State Bank of India  
Branch at New Delhi  
by Cheque No. 1000000000 Dated 30/3/11  
a Copy of which is annexed herewith.

Date 30.3.2011

Officer in Charge

Revenue

Gautam Bhatnagar

रिट आदेशिका से 21535/2011 से मा. 3-4-2011 को  
दस्तावेज के तारीख से 10-05-11 तक निमात्रकारी  
के अनुमान के अनुमान में लगाने के लिए  
मा. 33 कोलर से 10-05-11 तक मा. 33 कोलर  
दिल्ली किया गया

UP/26

25/5

रजिस्ट्रार कोषाधिकारी  
गौतम बुद्ध नगर

FOR RAJ HANS INFRASTRUCTURE LTD.

18

नं. 623 रु. 100  
में शामिल  
किया गया।  
30 MAR 2011  
रोकड़िया  
★ कोषागार/गौतम बुद्ध नगर ★

M/s Express Projects P. Ltd.  
N. Delhi



## LEASE DEED

This Lease Deed made on **27<sup>th</sup>** day of **May 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) 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 RAJHANS INFRATECH PRIVATE LIMITED (FORMERLY KNOWN AS DILSHAD ESTATE PRIVATE LIMITED)**, a company within the meaning of Companies Act, 1956, having its registered office at **M-33, 2<sup>ND</sup> Floor, Greater Kailash-I, New Delhi-110048** through its Director/Authorised Signatory Mr. R.C. Goel S/o Late Mr. B.P. Goel R/o B-7/118, Safdarjung Enclave Extn., New Delhi-110029 duly authorized by its Board of Directors vide Resolution dated 16.03.2011 (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**.

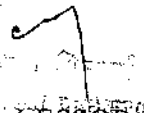
WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

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 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 Express Projects Pvt.Ltd.
- M/s Dilshad Estate Pvt. Ltd.
- M/s Shomit Finance Ltd.
- M/s Sino Credits & Leasing Ltd.

the plot NO. GH-06, SECTOR-01, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-02/2010/1467 dated 30.03.2010 and Allotment Letter No.PROP/BRS-02/2010/1513 dated 27.04.2010 and for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms

  
LESSOR

I

For RAJHANS INFRATECH (P) LTD.

  
LESSEE

पट्टा विलेख

(90 वर्ष )

₹48,198,000.00

10,000.00

50

10,050.00

2,500

प्रतिफल

मालियत

आगत वार्षिक किराया

फीस रजिस्ट्रार

नकल व प्रति शुल्क

योग

शब्द लगभग

मे0 राजहंस इन्फ्राटेक प्रा0लि0 द्वारा आर0सी0 गोयल

पुत्र श्री

स्व0 बी0पी0 गोयल

व्यवसाय नौकरी

निवासी स्थायी

बी-7/118 सफदरजंग एक्लेव एक्स0 नई दिल्ली-29

अस्थायी पता

बी-7/118 सफदरजंग एक्लेव एक्स0 नई दिल्ली-29

ने यह लेखपत्र इस कार्यालय में

दिनांक 27/5/2011

समय 6:28PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रार अधिकारी के हस्ताक्षर

(राजबहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

27/5/2011

निष्पादन लेखपत्र बाद समने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री संजीव कुमार शर्मा

प्रतिनिधि ओ0नी0ओ0वि0प्रा0 द्वारा विवेक गोयल

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी

मे0 राजहंस इन्फ्राटेक प्रा0लि0 द्वारा आर0सी0 गोयल

पुत्र श्री स्व0 बी0पी0 गोयल

पेशा नौकरी

निवासी बी-7/118 सफदरजंग एक्लेव एक्स0 नई दिल्ली-29

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री पंकज गोयल

पुत्र श्री स्व0 जे0बी0 गोयल

पेशा

निवासी 810 सूर्य किरन अपार्ट0 19 के0जी0 मार्ग नई दिल्ली

व श्री अनुज शर्मा (अधिवक्ता)

पुत्र श्री

पेशा पसरत

निवासी 81 तहसील कम्पा0 गाजियाबाद

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार किया गया है।

रजिस्ट्रार अधिकारी के हस्ताक्षर

(राजबहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

27/5/2011

and conditions set out in the said allotment letter and brochure of the said Scheme. The registered consortium consists of following:-

S.No.	Name of member	Shareholding	Status
1.	M/s Express Projects Pvt.Ltd.	36%	Lead Member
2.	M/s Dilshad Estate Pvt. Ltd.	27%	Relevant Member
3.	M/s Shomit Finance Ltd.	27%	Relevant Member
4.	M/s Sino Credits & Leasing Ltd.	10%	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 Express Projects 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 member	Status
1.	GH-06A	01	23800.00	M/s Express Projects Pvt.Ltd.	Lead member
2.	GH-06B	01	20000.00*	M/s. Rajhans Infratech Pvt. Ltd. (Formerly known as Dilshad Estate Pvt.Ltd.)	Relevant Member
3.	GH-06C	01	30000.00	M/s. Devika Gold Homz Pvt. Ltd. (SPC of M/s. Shomit Finance Ltd. & Sino Credits & Leasing Ltd.)	SPC

\*The total area of the plot as per lease plan is 20034.80 sq.m. out of which 2306.40 sq.m. are not in the possession of the Authority, hence its possession would be given later after execution of supplementary lease deed. **Presently lease deed of clear area i.e. 17728.40 sq.m. is being executed and consideration is determined through this lease deed.** For staking claim on the affected area, lessee shall ensure payments to the lessor as per payment plan sent to them vide Authority's letter No.Builders/2011/BRS-62/434 dated 24<sup>th</sup> March 2011.

For LESSOR

LESSOR

2

For RAJHANS INFRA TECH (P) LTD.

LESSEE

पट्टा दाता

Registration No.: 9407

Year: 2,011

Book No.: 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रेटर नोएडा विकास प्रा. द्वारा विवेक गा.

ग्रेटर नोएडा गौतमबुद्धनगर

चौकरी



Whereas the said registered consortium has given an undertaking dated 27.05.2011 (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 and name and status of **M/s Rajhans Infratech Private Limited (Formerly known as Dilshad Estate Private Limited)** 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-06B, Sector-01, Greater Noida measuring 17728.40 square metre (clear area) vide letter No. Builders/2011/BRS-62/435 dated 24.03.2011.

AND it has been represented to the lessor that the lessee's shareholding shall remain unchanged till the occupancy / completion certificate of at least one phase of the project is obtained from the Lessor (Authority). Lessee **M/s Rajhans Infratech Private Limited (Formerly known as Dilshad Estate Private Limited)** shall solely develop the project on the demarcated/sub-divided Builders Residential/Group Housing Plot No. GH-06B, Sector-01, Greater Noida measuring an area **17728.40** square metre and lessee shareholding in the **Company** shall remain unchanged till the occupancy/ completion certificate of atleast 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 Rajhans Infratech Private Limited (Formerly known as Dilshad Estate Private Limited)** (Lessee) having its registered office at **M-33, 2<sup>ND</sup> Floor, Greater Kailash-I, New Delhi-110048** shall solely develop the project on the demarcated Builders Residential/Group Housing Plot No. GH-06B, Sector-01, Greater Noida measuring an area **17728.40** sqm. (clear area).

## II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total proportionate premium of clear area i.e. 17728.40 sq.m. is Rs. 181184248.00 (Rupees Eighteen Crore Eleven Lac Eighty Four Thousand Two Hundred Forty Eight Only) out of which proportionate 10%

  
LESSOR

For RAJHANS INFRA TECH (P) LTD.

  
LESSEE

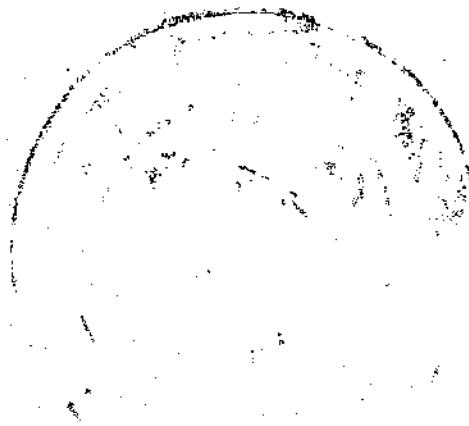
## पट्टा गृहीता

Registration No. : 9407

Year : 2011

Book No. : 1

0201 मै0 राजईस इन्फ्रान्टेक प्रा0लि0 द्वारा आर0सी0 गोयल  
स्व0 बी0पी0 गोयल  
बी-7/118 सफदरजंग एंवलेव एक्स0 नई दिल्ली-29  
नौकरी





premium i.e. Rs. 18118425.00 (Rs. One Crore Eighty One Lac Eighteen Thousand Four Hundred Twenty Five only), and first two instalments of interest component, 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 90% premium i.e. Rs. 163065823.00 (Rs. Sixteen Crore Thirty Lac Sixty Five Thousand Eight Hundred Twenty Three only) of the plot along with interest @ 12% p.a. will be paid in 16 half yearly installments in the following manner :-

<u>Instalment</u>	<u>Due date</u>	<u>Payable Premium</u>	<u>Payable Interest</u>	<u>Total payable Instalment</u>	<u>Balance premium</u>
Instalment No.1 (Paid)	27.10.2010	0.00	9783949.00	9783949.00	163065823.00
Instalment No.2 (Paid)	27.04.2011	0.00	9783949.00	9783949.00	163065823.00
Instalment No.3	27.10.2011	0.00	9783949.00	9783949.00	163065823.00
Instalment No.4	27.04.2012	0.00	9783949.00	9783949.00	163065823.00
Instalment No.5	27.10.2012	10191614.00	9783949.00	19975563.00	152874209.00
Instalment No.6	27.04.2013	10191614.00	9172453.00	19364067.00	142682595.00
Instalment No.7	27.10.2013	10191614.00	8560956.00	18752570.00	132490981.00
Instalment No.8	27.04.2014	10191614.00	7949459.00	18141073.00	122299367.00
Instalment No.9	27.10.2014	10191614.00	7337962.00	17529576.00	112107753.00
Instalment No.10	27.04.2015	10191614.00	6726465.00	16918079.00	101916139.00
Instalment No.11	27.10.2015	10191614.00	6114968.00	16306582.00	91724525.00
Instalment No.12	27.04.2016	10191614.00	5503472.00	15695086.00	81532911.00
Instalment No.13	27.10.2016	10191614.00	4891975.00	15083589.00	71341297.00
Instalment No.14	27.04.2017	10191614.00	4280478.00	14472092.00	61149683.00
Instalment No.15	27.10.2017	10191614.00	3668981.00	13860595.00	50958069.00
Instalment No.16	27.04.2018	10191614.00	3057484.00	13249098.00	40766455.00
Instalment No.17	27.10.2018	10191614.00	2445987.00	12637601.00	30574841.00
Instalment No.18	27.04.2019	10191614.00	1834490.00	12026104.00	20383227.00
Instalment No.19	27.10.2019	10191614.00	1222994.00	11414608.00	10191613.00
Instalment No.20	27.04.2020	10191614.00	611497.00	10803111.00	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

LESSOR

For RAJ HANU

LESSEE



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.

#### A. 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

प्रबन्धक निदेश  
प्रेट ६ नैसर्गिक संसाधन विभाग  
LESSOR

For RACHA

FOR LTD.  
LESSEE



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-06B, SECTOR-01, GREATER NOIDA** Distt. Gautam Budh Nagar (U.P.) contained by measurement **17728.40 Sq. mtrs.** (clear area of sub divided plot) 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 **27<sup>th</sup> 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, 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.

(ii) **AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

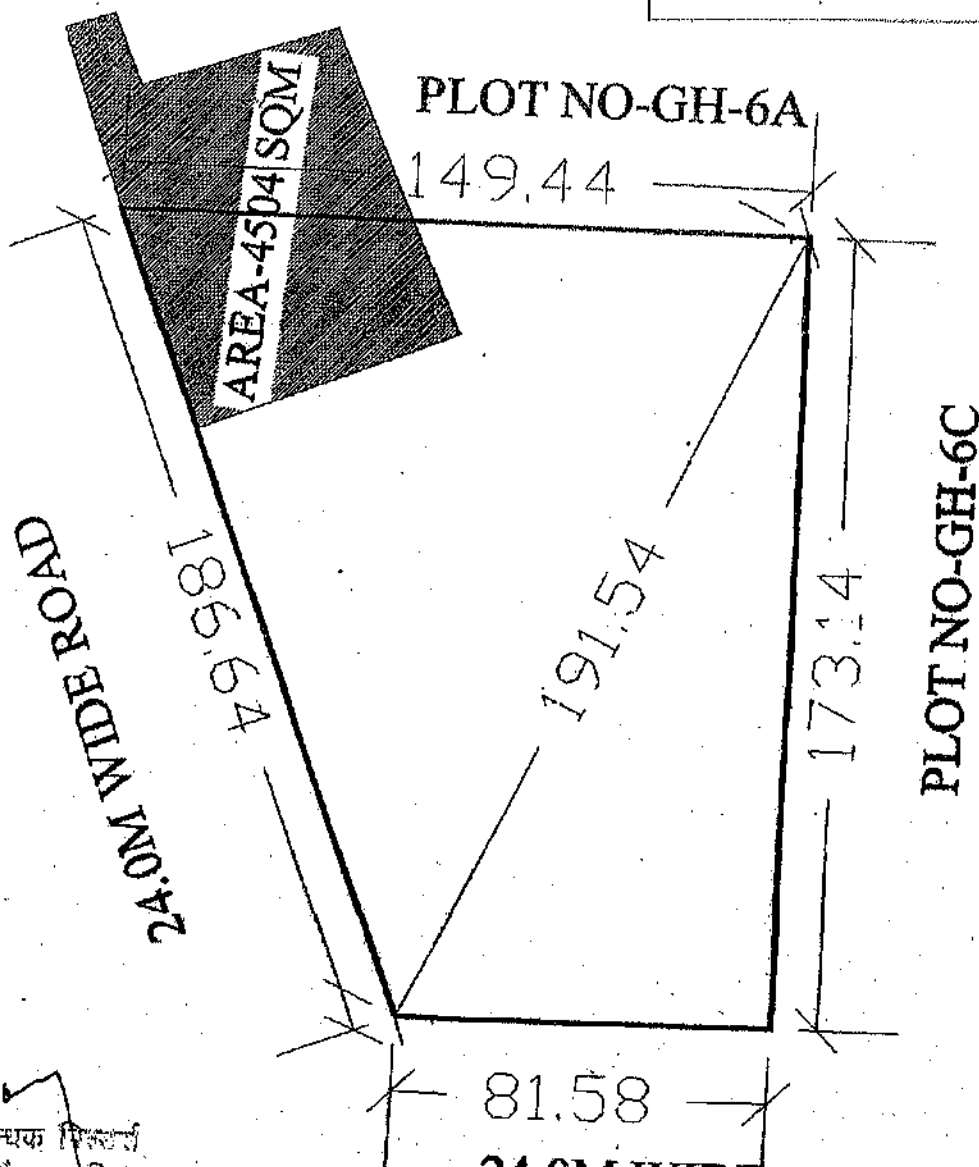
प्रबंधक विस्तार  
ग्रैटर नोएडा प्राधिकरण

LESSOR

For RAJNAND INVESTMENT (P) LTD.

LESSEE





प्रबन्धक निदेश  
प्लॉट नं. 6A प्रधिकरण

TOTAL AREA = 20034.80 SQM

24.0M WIDE ROAD

For RAJ HANDLING TECH (P) LTD.

AREA HANDED OVER LATER=2306.40 SQM

AREA HANDED OVER(20034.80-2306.40)=17728.40 SQM

Director

SIGN-

SIGN-



POSSESSION TAKEN OVER

POSSESSION HANDED OVER

LEASE PLAN FOR

PROJ. DEPTT.

13.01.11  
ASST. MANAGER

13.01.11  
MANAGER

13.01.11  
SR. MANAGER

PLOT NO-GH-6B

LAND DEPTT.

13.01.11  
LEKHPAL

13.01.11  
N. TEHSILDAR

13.01.11  
TEHSILDAR

OF SECTOR-01

LAW DEPTT.

13.01.11  
A.L.O.

13.01.11  
MANAGER

GREATER NOIDA

PLNG. DEPTT.

13.01.11  
SR. DRAFTSMAN

13.01.11  
SR. EXECUTIVE



GREATER NOIDA INDUSTRIAL  
DEVELOPMENT AUTHORITY

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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. 18,11,842.00** (Rs. Eighteen Lac Eleven Thousand Eight Hundred Forty Two only) as annual lease rent being 1% of the plot premium for the first 10 years of lease period.
- (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, on or before the last date of previous financial 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% (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 or building

प्रबन्धक नि  
मैटर नॉएडा प्राधिकरण  
LESSOR

For MAJPD - 1000 (P) LTD.

LESSEE Director



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) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
- iii) 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 Plot, 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 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

प्रबन्धक निवास  
ग्रोटर नोएडा प्राधिकरण

LESSOR

8

For RAJESH

(P) LTD.

LESSEE



- e) The Lessee shall have to execute 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 1<sup>st</sup> 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.
- h) Every tranfer 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 @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

#### **NORMS OF DEVELOPMENT**

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

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LESSOR

For R...

...PVT. LTD.  
LESSEE Director



Maximum permissible Ground Coverage	35 %
Maximum permissible FAR	2.75
Set backs	As per Building Bye-laws
Maximum Height	No Limit

## 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 pockets on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the LESSOR in maximum 5 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 plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the LESSOR within the period of 5 years from the date of execution of lease deed.

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.

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LESSOR

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LESSEE





- ## MORTGAGE

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.

LESSEE



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.

## TRANSFER OF PLOT

1. Without obtaining the completion certificate the Lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties upto 31.03.2011, or as decided by the Lessor, with the prior approval of LESSOR on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub-divided plots should not be less than 20,000 sq.mtrs. 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 put to use the premises for the residential use only.
- (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.

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LESSEE



### **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.

### **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.

### **OVERRIDING POWER OVER DORMANT 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

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For RAJ HANS INFRA TECH (P) LTD.

LESSEE

Director



time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby 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.

## 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 according to the convenience of the inhabitants of the place.
3. That the 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 therein.
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 authorized 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

For RAJ HANS INFRA TECH (P) LTD.  
Director

LESSOR

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LESSEE





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

### **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.

### **OTHER CLAUSES**

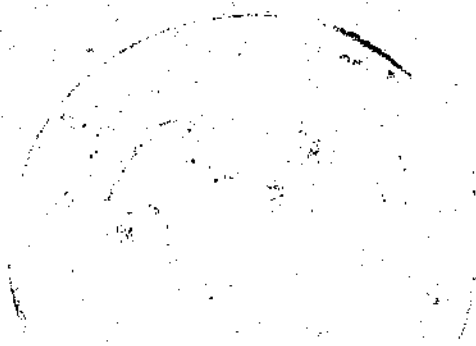
1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.

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भेद नोएडा प्राधिकरण  
LESSOR

For RAJ HANS

(P) LTD.  
Director

LESSEE



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 cost and charge damages from the Lessee during the period of submission 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. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
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 livable 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.

प्रमुख निदेश  
ग्रेटर नोएडा प्राधिकरण

LESSOR

For RAJIV

BYD.

LESSEE





उत्तर प्रदेश UTTAR PRADESH

AN 653938

UNDERTAKING

This undertaking is signed and executed at Greater Noida on the 27 day of May 2011, between

- 1 M/s Express Projects Private Limited, a Company formed under the Companies Act 1956, having its registered office at 810, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001 through its Director, Sh. Pankaj Goel, hereinafter referred to as 'EPPL' and/or the first member which expression shall, wherever the context permits, include its representative and successors, hereafter referred to as lead member of consortium.
- 2 M/s Rajhans Infratech Private Limited a company formed under the Companies Act 1956, having its registered office at M-33, 2<sup>nd</sup> floor, Greater Kailash-I, New Delhi-110048 through its Director, Shri R.C. Goel hereinafter referred to as 'RIPL' and/or the second member which expression shall, wherever the context permits, include its representative and successors, hereafter referred to as relevant member of consortium.
- 3 M/s Devika Gold Homz Private Limited a company formed under the Companies Act 1956, having its registered office at Stilt Floor, Devika Tower, 6, Nehru Place, Delhi-110019 through its authorized representative, Shri Amar Bakshi hereinafter referred to as 'DGHPL' and/or the third member which expression shall, wherever the context permits, include its representative and successors, hereafter referred to as relevant member of consortium

For and on behalf of

For EXPRESS PROJECTS PVT. LTD.

For Devika Gold Homz Pvt. Ltd.

क्रम सं० 37 स्टाम्प विक्रय की तिथि 25/5/11

स्टाम्प काट करण का प्रकार

स्टाम्प होना का नाम व पूरा पता

स्टाम्प की धन राशि 100

विजय पाल सिंह स्टाम्प विक्रेता

लाइसेन्स नम्बर 44/2000-07 अवधि 11-03 10/12

सब रजिस्टार कार्यालय, सदर तहसील इत

विक्री सीमा

Express Project CPD  
CTD Delhi



WHEREAS in response to the invitation for bid in the BRS-02/2010 (scheme code) scheme of the Builders Residential / Large Group Housing Plots floated by the Greater Noida Industrial Development Authority (hereinafter referred to as GNIDA), the Consortium M/s Express Projects Private Limited submitted their bid for allotment of Plot No. GH-06, Sector 01, Greater Noida area 73,800 square meter 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/BRS-02/2010/1513 dated 27.04.2010 allotted plot no. GH-06 Sector 01, Greater Noida having an area of 73,800 square meter in favour of Consortium.

AND WHEREAS upon being called to have lease deed of the allotted plot executed in the name of Consortium, the lead member and the relevant members agreed amongst themselves that as permissible under clause C-8 of the brochure of the scheme the Lease Deed of an area of 23,800 square meter be executed in favour of the lead member and a separate lease deed of an area of 20,000 square meter be executed in favour of First relevant member and an area of 30,000 square meter be executed in favour of Second relevant member and a request letter dated 14.07.10 was addressed to GNIDA in this regard.

AND WHEREAS A request of the lead member and the relevant member as contained in the said letter dated 14.07.10 has been agreed in principle by GNIDA subject to certain conditions as communicated in GNIDA's letter dated 24.03.11, including submission of an Undertaking.

03.11.10

Now therefore this undertaking witnesses as under:-

1. That we, the lead member and the relevant do hereby agree that, notwithstanding the execution of Lease Deed of an area of 23,800 square meter in favour of the lead member and an area of 20,000 square meter in favour of the First relevant member and an area of 30,000 square meter in favour of Second relevant 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 the lease deed and any breach of the aforesaid, by any one of us, shall constitute breach also by the other and thereby empower the GNIDA to take action against 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.

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ग्रैंडर नोएडा प्राधिकरण

EXPRESS PROJECTS PVT. LTD

For EXPRESS PROJECTS PVT. LTD.

For Devika Gold Homez Pvt Ltd





3. That any breach of the conditions set out in this undertaking shall render the permission granted in principle vide GNIDA's letter dated 24.3.11 3.11.10 withdrawn in case Lease Deed has been executed, then 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 8(a) of the scheme, we undertake that the lead member of the consortium shall retain least 26% 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 Member has been duly authorized by their respective Board of Directors to submit this Undertaking. A copy of the Board Resolution in favour of each of the signatory is being annexed as Annexure A, Annexure B and Annexure C to this Undertaking and the same shall be deemed to be part of this Undertaking.
6. That this Undertaking has been given by us voluntarily and without any threat, corrosion or duress of any kind whatsoever.

IN WITNESSES WHEREOF each of executants has appended their signatures in the presence of each others on the date first mentioned above.

Witnesses

M/s Express Projects Pvt. Ltd.

1.

Director

2.

M/s Rajhans Infratech Pvt. Ltd.

Director

M/s Devika Gold Homz Private Limited

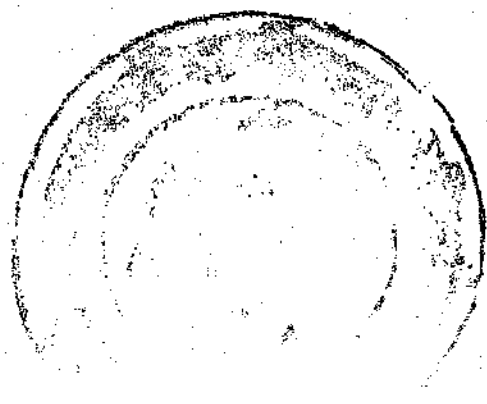
For Devika Gold Homz Pvt. Ltd.

Authorized Signatory

For EXPRESS PROJECTS PVT. LTD.

Director

प्रमुख निदेश  
मेटर वीरका प्राधिकरण

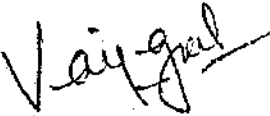


**EXPRESS PROJECTS (P) LTD.****Regd. Office :**

810, Surya Kiran Building  
19, Kasturba Gandhi Marg  
Connaught Place  
New Delhi - 110 001  
Ph. : 2375 2430, 2375 2431  
Fax. : 91 - 11 - 2375 2432

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING  
OF BOARD OF DIRECTORS OF M/S EXPRESS PROJECTS PRIVATE  
LIMITED HELD AT ITS REGISTERED OFFICE AT 810, SURYA KIRAN  
BUILDING, 19, KASTURBA GANDHI MARG, CONNUAGHT PLACE, NEW  
DELHI-110001 ON WEDNESDAY, 30<sup>TH</sup> DAY OF MARCH, 2011 AT 2:00 PM**

**'RESOLVED THAT** Pankaj Goel, Director of the company be and is hereby authorized to do all acts, deeds and things for and on behalf of the company, represent the company before the Greater Noida Industrial Development Authority (GNIDA) or any other authority and sign & execute all the documents and papers including Lease Deed for and on behalf of the company in respect of Plot No. GH-06/A situated at Sector - 01, Greater Noida, U.P.

  
Director

For EXPRESS PROJECTS PVT. LTD.



Director

प्रबन्धक निम्न  
ग्रेटर नोएडा प्राधिकरण





Raj Hans Infratech (P) Ltd.

Annexure - B

M-33, 2nd Floor, Greater Kailash-I, New Delhi-110048,  
Phone : 011-29235238, 41731709, Fax : 011-29236914,  
email: rajhansproject@indiatimes.com  
expresstowerpltd@yahoo.com

## RESOLUTION

A meeting of the board of directors was held at its registered office M-33, Second Floor, Greater Kailash-I, New Delhi-110048 on 16<sup>th</sup>, March, 2011 at 11.00am and it is "Resolved that the lease deed and other documents of the property purchased by the company no. 6b, Sector-1, Greater Noida Industrial Development Authority may be got executed and for this Sh. R. C. Goel director of the company is authorized to do all the necessary documentation".

Attested true Copy.

For EXPRESS PROJECTS PVT. LTD.

Director

प्रबन्धक निम्न  
ग्रेटर नोएडा प्राधिकरण



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE DULY CONVENED  
MEETING OF THE BOARD OF DIRECTORS HELD ON SATURDAY THE 24<sup>TH</sup> DAY OF MAY, 2011 HELD AT  
REGISTERED OFFICE OF THE COMPANY.**

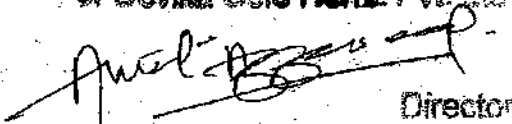
"RESOLVED that Sh. Amar Bakshi s/o Late Sh. K.D. Bakshi, R/o 1208, Devika Apartments, Sector-4, Vaishali, Ghaziabad, an authorised representative of Company be and is hereby authorised to represent the company in the office of Greater Noida Industrial Development Authority (GNIDA) or any Govt. Deptt. including office of the sub - registrar in connection with registration of Memorandum Of Understanding of Consortium made to bid for the group housing plot scheme in Greater Noida and registration of correction deed in respect of Lease Deed regarding Plot No. GH-06C, Sector-1, Greater Noida and to do any other act such as to sign MOU, correction deed, undertaking, make and sign applications, to file affidavits and other documents required by GNIDA, to execute/sign undertaking / or any other document of similar nature, to make corrections in documents filed, to sign and execute any other documents in favour of the company."

Sd/-  
Chairman

**Certified True Copy**

Certified that the above is the true copy of resolution duly passed unanimously in the meeting of the Board of directors held on 24/05/2011 at the registered office of the company and the same has been duly recorded in the minute book of the company.

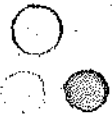
For Devika Gold Homz Pvt. Ltd.

  
Director

For EXPRESS PROJECTS PVT. LTD.

  
Director

प्रमाणित किया  
भारत नीरज प्राधिकरण

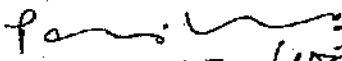




11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
13. The Lessor in larger public interest may take back the possession 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 corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

IN WITNESS WHEREOF the parties have see their hands on the day and in the year herein first above written.  
In presence of:

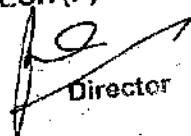
Witnesses:


1.   
PANKAJ GOEL  
810 Sh. J.B. GOEL  
810 SURYA KIRAN  
19 K G MARG, NDELHI - 110001

प्रबन्धक निदेश  
ग्रेटर नौएडा प्राधिकरण

**For and on behalf of LESSOR**

For RAJ HANS INFRATECH (P) LTD.

  
Director

2.   
Anil Chandra  
Of Theal Compound  
Ghaziabad

**For and on behalf of LESSEE**

For RAJ HANS INFRATECH (P) LTD.

  
Director

LESSOR

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LESSEE

आज दिनांक 27/05/2011 को  
बही सं. 1 जिल्द सं. 8610  
पृष्ठ सं. 247 से 296 पर क्रमांक 9407  
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
(राजबहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

27/5/2011

