



सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Uttar Pradesh

e-Stamp



**Certificate No.** : IN-UP03572977157716T  
**Certificate Issued Date** : 09-Jul-2021 12:42 PM  
**Account Reference** : NEWIMPACC (SV)/ up14006504/ GREATER NOIDA/ UP-GBN  
**Unique Doc. Reference** : SUBIN-UPUP1400650494889656202793T  
**Purchased by** : SHREE KUNJ BIHARIJI INFRACON PRIVATE LIMITED  
**Description of Document** : Article 35 Lease  
**Property Description** : COMMERCIAL PLOT NO.-C-01,02, SECTOR-KNOWLEDGE PARK-02, GREATER NOIDA, DISTT.GAUTAM BUDH NAGAR,U.P.  
**Consideration Price (Rs.)** :  
**First Party** : G N I D A  
**Second Party** : SHREE KUNJ BIHARIJI INFRACON PRIVATE LIMITED  
**Stamp Duty Paid By** : SHREE KUNJ BIHARIJI INFRACON PRIVATE LIMITED  
**Stamp Duty Amount(Rs.)** : 3,06,02,000  
(Three Crore Six Lakh Two Thousand only)

CERTIFICATE LOCKED



-----Please write or type below this line-----

मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण

Shree Kunj Bihariji Infracon Pvt. Ltd.  
Authorised Signatory

QT 0003513321

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



## LEASE DEED

This Lease Deed is executed on this the 9<sup>th</sup> day of July, 2021 at Greater District Gautam Budh Nagar, Uttar Pradesh

BY

**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, an Authority constituted under the provisions 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 of the One Part;

IN FAVOUR OF

**M/s. SHREE KUNJ BIHARIJI INFRACON PRIVATE LIMITED**, a Company incorporated under the provisions of the Indian Companies Act, 2013, having its registered office at H-32/29, Trilok Puri Delhi-110091 through its Authorized Signatory/ Director Mr. Rakesh Kumar Singhal S/o. Late Shri R.V. Singhal R/o. G-523/5, Sector- Gamma-II, Greater Noida-201308 (U.P.) who is duly authorized vide Resolution dated 21<sup>st</sup> June, 2021 passed by its Board of Directors, hereinafter called the "LESSEE", which expression shall, unless the context does not so admit, include its administrators, executors, representatives and permitted assigns) of the Other Part.

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of a planned integrated Industrial and Urban Township.

AND WHEREAS a consortium comprising of –

1. M/s. Shree Kunj Bihariji Infratech Pvt. Ltd. (Lead Member)
2. M/s. Universal Contractors and Engineers Pvt. Ltd. (Consortium Member)

in terms of the Allotment letter bearing No. Commercial/CPS-VIII/2020-21/ Allot/ 2020/3984, Dt.14.12.2020 has been allotted **Commercial Builder Plot No. C-01,02, Area 9348 Sqm., Sector- Knowledge Park-02, Greater Noida (U.P.)** for the purpose of Development of Commercial Complex(s) for commercial activities such as Retail outlet/shops and service shops, Grocery Milk and Vegetable Outlet, Beauty Parlour, Restaurant, Banks and other such commercial activities as permitted in the Zonal Regulations and Phase I Master Plan- 2021 of GNIDA, subject to the condition that the no activity, ancillary or incidental, considered to be a public nuisance / hazardous shall be carried out.

AND WHEREAS in terms of Clause No. 1.2 of the Brochure of the Scheme, the Consortium Members have formed a Special Purpose Company i.e. **M/s. SHREE KUNJ BIHARIJI INFRACON PRIVATE LIMITED** a Company incorporated under the provisions of the Indian Companies Act, 2013 and having its registered office at H-32/29, Trilok Puri Delhi-110091

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorized Signatory

मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण



AND WHEREAS, the Members of Consortium have agreed that lead Member, M/s. **M/s. Shree Kunj Bihariji Infratech Pvt. Ltd.**, shall have at least 30% Shareholding in the SPC, while **M/s. Universal Contractors and Engineers Pvt. Ltd. (Consortium Member)** shall have a minimum of 10% till occupancy / completion certificate of the entire project is obtained from the Lessor. All consortium members shall be jointly and severally responsible for the successful implementation of the Project by the aforesaid SPC. As on the date hereof, the shareholding of consortium members in the SPC is as follows –

S.No.	Consortium Member	Percentage
1.	M/s. Shree Kunj Bihariji Infratech Pvt. Ltd.	90%
2.	M/s. Universal Contractors and Engineers Pvt. Ltd. (Consortium Member)	10%

AND WHEREAS certain dispute has been raised by M/s. Shree Kunj Bihariji Infratech Pvt. Ltd. by filing Writ C No. 1576/2021 titled **Shri Kunj Bihariji Infratech Pvt. Ltd. v/s. State of U.P. and Others**, questioning the final rate of allotment wherein it is, inter alia, contended that the LESSOR has demanded METRO CESS at the rate of 10% which is not lawfully permissible while the LESSOR has, inter alia, taken the stand in its counter affidavit that the extra amount that is demanded is towards beneficial location charges and not towards METRO CESS and the said writ petition is pending.

AND WHEREAS according to the LESSOR the total consideration payable in respect of the demised plot, exclusive of interest component on account of availing the facility of payment of the land premium in instalments is **Rs. 46,86,62,700.00** (Rs. Forty Six Crore Eighty Six Lakh Sixty Two Thousand Seven Hundred only) which is inclusive of the beneficial location charges, while according to the LESSEE, the total consideration, inclusive of 1% Metro cess but exclusive of interest component on account of availing the facility of payment of the land premium in instalments is **Rs. 43,03,17,570.00** (Rs. Forty Three Crore Three Lakh Seventeen Thousand Five Hundred Seventy only).

AND WHEREAS, SUBJECT TO THE DECISION IN PENDING WRIT PETITION No. 6228/2021, 5928/2021 & 1576/2021. At the request of the aforesaid Consortium members, the LESSOR has agreed to execute the lease of the allotted plot in the name of the Special Purpose Company i.e **M/s. SHREE KUNJ BIHARIJI INFRACON PRIVATE LIMITED**, (the LESSEE) and the LESSEE has agreed to take on lease the allotted plot on the terms and conditions hereinafter appearing for the purpose of constructing commercial building/s in accordance with the building plan(s) to be got approved by the Lessor for the purpose of construction.

AND WHEREAS the LESSEE has agreed that in the event its contentions are not finally accepted by the Hon'ble High Court, then the LESSEE shall not only pay the balance amount with interest as per the rates set out in the allotment terms but it alone shall be responsible to make good the deficiency in stamp duty that is payable to the State on this lease deed.

Shree Kunj Bihariji Infracon Pvt. Ltd.

Authorised Signatory

मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण

आवेदन सं०: 202100743033292

पट्टा विलेख(30 वर्ष से अधिक)

बही सं०: 1

रजिस्ट्रेशन सं०: 11544

वर्ष: 2021

प्रतिफल- 612040000 स्टाम्प शुल्क- 30602000 बाजारी मूल्य - 612040000 पंजीकरण शुल्क - 6120400 प्रतिलिपिकरण शुल्क : 120 योग : 6120520

श्री मै० श्री कुंज बिहारीजी इन्फ्राकॉन प्रा० लि० द्वारा  
राकेश कुमार सिंघल अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री स्व० आर.वी सिंघल  
व्यवसाय : नौकरी  
निवासी: जी-523/5, सैक्टर-गामा-02, ग्रेटर नोएडा



श्री, मै० श्री कुंज बिहारीजी इन्फ्राकॉन प्रा० लि० द्वारा राकेश कुमार सिंघल अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 14/07/2021 एवं  
11:13:59 AM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रमेश्वर श्रीवास्तव  
उप निबंधक : सदर ग्रेटर नोएडा  
गौतम बुद्ध नगर  
14/07/2021

अनुपम मांगलिक  
निबंधक लिपिक



**NOW THIS LEASE DEED WITNESSETH AS UNDER:**

**1 The DEMISED Plot**

1.1 That in consideration of the premium paid in part and the remaining agreed to be paid by the LESSEE at the time and in the manner hereinafter provided AND also in consideration of the lease rent hereby reserved AND observance of the covenants, provisions and the stipulations hereinafter contained and on the part of the LESSEE to be respectively paid, observed and performed, the LESSOR doth hereby demise and lease to the Lessee, all the land of **Commercial Builder Plot No. C-01,02, Area 9348 Sqm., Sector-Knowledge Park-02, Greater Noida (U.P.)** to be the same a little more or less and bound as under :

On the North by :  
On the South by : As per Lease Plan attached  
On the East by :  
On the West by :

which plot is more clearly delineated and shown in the attached lease plan (hereinafter referred to as "the Demised Premises") with their appurtenances to the LESSOR for the term of 90 years commencing from the date of execution of this lease deed, 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) Full rights and title to all mines and minerals, coals, washing gold's, earth oils, quarries, in or under the Demised Premises 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 enjoying the same without providing or leaving any vertical support for the surface of the plots or for the structure time being standing thereon provided always, that the LESSOR shall make reasonable compensation to the LESSEE for all costs incurred, loss of profits and other damages directly or indirectly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the LESSEE.

**2. Premium of the Plot -**

2.1 Subject to other provisions of this Deed, according to the LESSOR, the total consideration payable in respect of the demised plot, exclusive of interest component on account of availing the facility of payment of the land premium in instalments is **Rs. 42,60,57,000.00** (Rs. Forty Two Crore Sixty Lakh Fifty Seven Thousand only) + 10% Location Charges **Rs. 4,26,05,700.00** (Rs. Four Crore Twenty Six Lakh Five Thousand Seven Hundred only) total **Rs. 46,86,62,700.00** (Rs. Forty Six Crore Eighty Six Lakh Sixty Two Thousand Seven Hundred Only) which is inclusive of the beneficial location charges, while according to the LESSEE, the total consideration, inclusive of 1% Metro cess but exclusive of interest component on account of availing the facility of payment of the land premium in

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorised Signatory

  
मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण

आवेदन सं०: 202100743033292

बही सं०: 1

रजिस्ट्रेशन सं०: 11544

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाता: 1

श्री ग्रे० नौ० औ० वि० प्रा० द्वारा दिगम्बर सिंह के द्वारा चन्द्रशेखर बवाड़ी, पुत्र श्री डी डी बवाड़ी

निवासी: ग्रे० नौ० औ० वि० प्रा०

व्यवसाय: नौकरी

पट्टा गृहीता: 1



श्री मै० श्री कुंज बिहारीजी इन्फ्राकॉन प्रा० लि० के द्वारा राकेश कुमार सिंघल, पुत्र श्री स्व० आर.वी सिंघल

निवासी: जी-523/5, सैक्टर-गामा-02, ग्रेटर नॉएडा

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1



श्री तुषार, पुत्र श्री राकेश कुमार

निवासी: जी-32, गामा-02, ग्रेटर नॉएडा

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री अंशुल शर्मा, पुत्र श्री बी के शर्मा

निवासी: जी-32, गामा-02, ग्रेटर नॉएडा

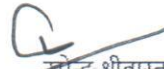
व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।  
टिप्पणी:



  
रमेश श्रीवास्तव  
उप निबंधक: सदर ग्रेटर नोएडा  
गौतम बुद्ध नगर  
अनुपम मांगलिक,  
निबंधक लिपिक

instalments is **Rs.43,03,17,570.00** (Rs. Forty Three Crore Three Lakh Seventeen Thousand Five Hundred Seventy Only) out of which only **Rs. 13,20,77,670.00** (Rs. Thirteen Crore Twenty Lakh Seventy Seven Thousand Six Hundred Seventy Only) has been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge). The remaining 70% Premium of the leased plot, which according to the LESSOR is **Rs. 33,65,85,030.00** (Rs. Thirty Three Crore Sixty Five Lakh Eighty Five Thousand Thirty only) or **Rs. 29,82,39,900.00** (Rs. Twenty Nine Crore Eighty Two Lakh Thirty Nine Thousand Nine Hundred Only) according to the LESSEE, is payable alongwith interest at the rate of \*8.5% per annum compounded at half yearly rests which amount together with the rate of interest the Lessee expressly agrees to pay without any demur on account of availing the facility of payment in instalment. Accordingly, subject to what is set out in clause 2.1(A), the balance premium of 70% is payable in the following manner :-

Instalment	Due date	Payable Premium	*Payable Interest (8.5% p.a. as of 1 <sup>st</sup> July 2020)	Total payable against the instalment
		(A)	(B)	(A+B)
Instalment No.1 (Paid)	14.06.2021	37279988.00	12675196.00	49955184.00
Instalment No.2	14.12.2021	37279988.00	11090796.00	48370784.00
Instalment No.3	14.06.2022	37279988.00	9506397.00	46786385.00
Instalment No.4	14.12.2022	37279988.00	7921997.00	45201985.00
Instalment No.5	14.06.2023	37279988.00	6337598.00	43617586.00
Instalment No.6	14.12.2023	37279988.00	4753198.00	42033186.00
Instalment No.7	14.06.2024	37279988.00	3168799.00	40448787.00
Instalment No.8	14.12.2024	37279988.00	1584399.00	38864387.00

\* This rate of interest may be revised by the LESSOR from time to time which revision shall be binding on the LESSEE.

2.1(A). The LESSEE unequivocally covenants that in the event, the Writ Petition No. 1576/2021 is not finally accepted then the LESSEE unconditionally agrees to pay a total of 10% location charges minus the 1% already paid in terms of the interim order dated 22.01.2021 passed by the Hon'ble High Court within 15 days of the passing of the final order, which period shall not be extended on account of any reason whatsoever i.e. an amount of **Rs. 3,83,45,130.00** (Rs. Three Crore Eighty Three Lakh Forty Five Thousand One Hundred Thirty only) in a lump sum together with interest as per norms of the Authority.

2.2 Payments can be made with any of the listed banks via DD or online through Authority's website [www.greaternoidaauthority.in](http://www.greaternoidaauthority.in). Provided that intimation of every payment, made by the Lessee, shall have to be communicated in writing to the Lessor within 30 days of such payment, so that the account status of the leased plot is kept updated.

2.3 The liability to pay Stamp Duty and Registration charges on this Deed, including deficiency, penalty, fines, interest and every consequence for insufficient stamping of this Deed.etc. shall be the sole liability of the LESSEE .

Shree Kunj Biharji Infracon Pvt. Ltd.

  
Authorised Signatory

  
मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण



2.4 In case of default in payment of any or every dues, instalment etc. penal interest of 3% p.a. in addition to the interest rate set out in Clause 2.1 above compounded every half yearly for the defaulted amount and for entire default period shall become payable. This rate may be revised by the LESSOR from time to time.

2.5 In case of default in three consecutive instalments, this lease shall be cancelled by the Authority. However, in exceptional circumstances an extension of time for payment of instalment may be granted by the CEO of the LESSOR for which Lessee shall have to pay the penal interest as mentioned in Clause 2.4.

2.6 It is agreed by the lessee that payment made by the Allottee will first be adjusted towards the penal interest & interest due, if any, and there after the balance will be adjusted towards the outstanding Lease Rent, if any, and then towards premium due.

2.7 In case of any increase in the rate of land acquisition/land purchase cost / ex-gratia / No-litigation incentive to the farmers by order of the Court or by the Authority or by the State Government or by way of any settlement, the LESSEE shall be bound to pay such additional amount proportionately as the cost of the land and all the terms and conditions prevalent at the time of allotment shall be applicable.

2.8 All arrears towards premium, lease rent or any other dues payable to the LESSOR shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.

2.9 The allotment and lease of the plot is on 'as is where is basis'. No claim whatsoever shall be entertained by the lessor in regard to the situation, location of physical status of the demised plot.

### 3. Lease Rent

Subject to Clause 3.5 hereof, in addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

3.1 For the first 10 years from the date of execution of the lease deed, the lease rent shall be equivalent to 2.5% of the premium of the plot. The premium of the plot shall be the amount calculated in Article 2 above. The final figure shall be subject to final outcome in the pending Writ Petition No. 1576/2021. Presently, the Lessee has paid a sum of **Rs.1,07,57,940.00** (Rs. One Crore Seven Lakh Fifty Seven Thousand Nine Hundred Forty Only), taking the total premium at **Rs. 42,60,57,000.00** (Rs. Forty Three Crore Fifteen Lakh Twenty Nine Thousand only) plus according to the LESSEE 1% metro cess. According to the LESSOR the premium plus the location charges comes to **Rs. 46,86,62,700.00** (Rs. Forty Six Crore Eighty Six Lakh Sixty Two Thousand Seven Hundred Only) so the lease rent for the first year is calculated at **Rs. 1,17,16,568.00** (Rs. One Crore Eighteen Lakh Sixty Seven Thousand Forty Eight only). The LESSEE unequivocally covenants that in the event, the Writ Petition No. 1576/2021 is not finally accepted then the LESSEE unconditionally agrees to pay a sum of **Rs. 9,58,628.00** (Rs. Nine Lakh Fifty Eight Thousand Six Hundred Twenty Eight only) being the difference on account of the dispute regarding the total of 10% location charges minus the 1% already paid in terms of the interim order dated 22.01.2021 passed by the Hon'ble High Court within 15 days of the passing of the final order, which period

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorised Signatory

shall not be extended on account of any reason whatsoever. In the same manner the lease rent for the next 9 years shall be calculated and paid. Subject to the aforesaid, the LESSOR acknowledges receipt of an amount of **Rs.1,07,57,940.00** (Rs. One Crore Seven Lakh Fifty Seven Thousand Nine Hundred Forty Only) towards the lease rent for the first year.

3.2 After every ten years from the date of execution of the Lease Deed, the Lease Rent shall be automatically increased by 50% of the previous decade and the rate will be applicable for the next ten years and this process of enhancement will continue for future unless one time lease rent has been paid by then.

3.3 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.

3.4 In case of failure to deposit the due Lease Rent by the due date, interest of 3% p.a. in addition to the interest rate set out in Clause 2.1 above compounded every half yearly for the entire default period, on the defaulted amount shall be payable. This rate may be revised by the Lessor from time to time.

3.5 The Lessee has the option to pay Lease Rent equivalent to 11 years Lease Rent (i.e. 11 years @ 2.5% = 27.5% of the total premium of the plot) as One Time Lease Rent unless the Authority decided 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 no outstanding lease rent arrears. It is made clear that Lease Rent already paid and / or outstanding will not be eligible for adjustment in the amount payable towards One Time Lease Rent.

3.6 All arrears towards premium, lease rent or every other due payable to the LESSOR shall constitute a charge (within the meaning of the T.P. Act) on the leased plot and dues shall be recovered as arrears of land revenue.

#### 4. Implementation & Extension:

4.1 Development Norms shall be as per the prevailing Building Regulations/ Byelaws of GNIDA on the last day of Bid submission. In case of discrepancy between Building Byelaws/Regulations and development norms as mentioned in this Scheme document, then Building Byelaws/Regulations as existing on the last date of Bid Submission of GNIDA shall prevail. It is made clear that in case there is any upward revision of FAR or ground coverage or density etc., in the building byelaws/regulations after the allotment is made then the same shall not be available to the Lessee except, inter-alia on payment of charges, if at all under the policy of the Lessor.

4.2 The applicable Building Regulations in relation to the plot leased hereby are as follows:

Maximum permissible Floor Area Ratio (FAR)	2.0
Maximum permissible Ground Coverage	40%
Maximum permissible Height	24 Meters

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorised Signatory



#### 4.3 Permissible Norms

4.3.1 All the infrastructural services within the plot area only shall have to be provided by the Lessee/Allottee.

4.3.2 All clearances/approvals must be obtained by the Lessee / its allottees / sub lessee from the respective competent statutory authorities prior to the commencement of the construction work.

4.3.3 Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory Authority(ies).

4.3.4 The Area/ Dimensions of the site are subject to any change/modification as per the actual measurements at the site.

4.3.5 All other provisions, not specified above, shall be in accordance with the Building Regulations and directions of Greater Noida Authority and the amendments made there in from time to time.

4.4 The Lessee/Allottee will commence the construction within a period not exceeding 36 months after taking over physical possession of the plot in accordance with duly approved building plan and inform in writing to Lessor about timely completion of the approved project.

4.5 The Lessee expressly agrees that no layout and / or building plan shall be approved and communicated unless all outstanding towards premium, lease rent etc. as on the date of submission of application and upto the date of approval have been duly paid to the Lessor. Likewise, no Completion Certificate or Occupancy Certificate shall be issued by the Lessor until all outstanding towards premium lease rent etc. have been duly paid to the Lessor.

4.6 The Lessee/Allottee will adhere to the schedule of **construction and completion of the project within 3 Years from the date of execution of lease deed.**

4.7 **Extension for completion:** Normally, no extension for completion would be granted; However, in exceptional circumstances, extension may be granted by the Lessor as per the prevailing policy of Lessor on the date of submission of extension request letter by the Lessee and after payment of prescribed fees/charges. The current extension charges applicable for construction period for reference of the Applicant are as follows:

Sr. No.		Time extension charges
1	For fourth year the penalty shall be	1% of the total Premium per year
2	For fifth year the penalty shall be	Additional 1% of the total Premium per year

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorised Signatory



Note: Maximum extension for completion given to Lessee shall be five (5) years. After this period, the allotment would automatically stand cancelled in accordance with the provisions of amended Section 7 of Act No.6 of 1976. All permission of extension and penalties will be calculated from due date of execution of lease deed.

4.8 The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the completion certificate issued from Planning Department of the Lessor phase wise as per the building regulations and directions of the Lessor for minimum built-up area as per table mentioned below:

*Minimum requirement for sanction/completion: Minimum covered area required for completion in respect of the demised plot shall be as follows:*

Sr. No.	Plot Area (in Sqm)	Min. Built-up as percentage of total FAR
1.	Exceeding 4,000 sqm but not exceeding 10,000 sqm.	40%

4.9 The Lessee shall not put any of its Allottee of unit space into possession for any reasons whatsoever whether for fitment etc, prior to issue of Completion Certificate / Occupancy Certificate AND without clearing all dues. Breach of this condition shall constitute unlawful parting of possession rendering the lease liable for cancellation.

4.10 The Lessee shall not be entitled to seek change / alteration under approved layout plans except in line with applicable bye-laws and all applicable statutory provisions like RERA etc.

#### 5. List of activities permissible on the plot

5.1 Development of Commercial Complex(s) for commercial activities such as Retail outlet/shops and service shops, Grocery, Milk and Vegetable Outlet, Beauty Parlour, Restaurant, Banks and other such commercial activities as permitted in the zonal regulations and Phase I Master Plan 2021 of GNIDA alone are permissible, subject to the condition that no activities considered or found to be a public nuisance / hazardous shall carried out or continued.

#### 6. Possession of the plot

6.1 The date of handing over of possession of the leased plot shall be the date mentioned in the possession memo which shall bear signatures of the authorized representative of the LESSEE and the LESSOR.

6.2 For the purpose of payment of Lease Rent and other statutory or scheme compliance(s), possession shall be reckoned from the date mentioned in the Possession memo referred to in clause 6.1 above.

#### 7 AS IS WHERE BASIS / LEASE PERIOD

7.1 The plot is leased on "as is where is basis" for a period of 90 years starting from the mentioned in the possession memo. No claim whatsoever is admissible on account of physical status of the leased plot.

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorized Signatory

  
मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण



## 8 Surrender

8.1 The Lessee, at its option, may surrender the leased plot with an online application within 30 days from the date of this lease. In such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest.

8.2 In case the lease is surrendered after 30 days from the date of this lease, the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount after adjustment of all dues of Lessor if any, will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refundable.

8.3 It is agreed that the date of surrender shall be the date on which the application for surrender is received online via email authority@gnida.in. No subsequent claim on the basis of any postal certificate etc. will be entertained. The Lessee/Allottee shall also have to execute at its cost surrender deed and return all the original legal documents are to be surrendered unconditionally to the Lessor.

## 9 Change in Constitution (CIC)

9.1 Change in Constitution may be allowed by the Lessor as per the prevailing policy of the LESSOR as prevailing on the date of submission of CIC request letter by the Lessee and upon payment of prescribed fees / charges and compliance of all required formalities.

9.2 In case of change in constitution of the Lessee / Allottee or the consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 30 days, Lessee shall be subjected to penalties as per the prevailing policy.

## 10 Change in Shareholding (CIS)

10.1 The Shareholding structure of the Lessee, as on the date hereof is as under:

S.No.	Name	No. of shares	Percentage
1.	M/s. Shree Kunj Bihariji Infratech Pvt. Ltd. (Lead Member)	9000	90%
2.	M/s. Universal Contractors and Engineers Pvt. Ltd. (Consortium Member)	1000	10%

10.2 Change in Shareholding may be allowed by the Lessor as per the prevailing policy of the Authority at the time of submission of CIS request letter by the Lessee/Allottee and after payment of the prescribed Fees/charges.

10.3 In case of change in shareholding of the Lessee/Allottee or the consortium or any of the consortium member, the Lessee/Allottee must submit the application to the Authority within 30 days of implementation of the change. In case the Lessee/Allottee fails to submit the application within 30 days, Lessee shall be subjected to penalties as per the prevailing policy.

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorised Signatory



10.3. The LESSEE covenants that no change in shareholding shall ever be effected, till such time as the completion certificate in respect of the entire project is as a result whereof the shareholding of Shree Kunj Bihariji Infratech Pvt. Ltd. stands reduced to below 30%. Any breach of the aforesaid shall render the change of shareholding void qua the LESSOR, besides rendering the lease deed liable for determination.

## 11 Transfer of Plot

11.1 No transfer of leased plot can take place except with prior written permission of Lessor.

11.2 Transfer of plot may be allowed by the Lessor as per its prevailing policy on the date of submission of transfer request letter by the Lessee and upon payment of prescribed fees / charges subject to such conditions as the Lessor may impose.

11.3 The Lessee expressly agrees that in the event any application for transfer is made and the Lessor grants permission therefor, then the same by itself shall not result in any extension of time for completion of the project. The approved transferee shall have to complete the project within the time prescribed by the Lease Deed.

## 12 Status of Lessor under the IBC 2016

12.1 Under the provisions of IBC (Insolvency and Bankruptcy Code) 2016, GNIDA will be treated a Secure Financial Creditor and this lease deed shall be a Financial / Capital Lease Deed.

12.2 Under the circumstances, where the Lessee/Allottee is declared Bankrupt and the liquidation process through CIRP (Corporate Insolvency Resolution Process) begins, Lessor will be treated as Secure Financial Creditor and the dues (including penalties) of the Lessee/Allottee shall be recovered through this procedure, treating Lessor as a Secure Financial Creditor.

12.3 All amounts that are payable by the Lessee to the Lessor under this Deed, whether towards the outstanding premium or lease rent or any other account whatsoever shall constitute a financial debt within the meaning of the IBC, 2016 AND the same shall constitute a charge on the leased property within the meaning of T.P. Act and / or IBC, 2016.

12.4 The Lessee expressly agrees that till such time all dues payable to the Lessor under these presents, whether on account of unpaid premium or lease rent or any other account are duly paid and so acknowledged by the Lessor, the leased premises shall remain a valuable security in the hands of the Lessor so as to secure due payment under this Deed. The premium and lease rent and all other amounts payable under this lease is deferred payment with interest and constitute time value of money within the meaning of IBC, 2016. The Lessee agrees that possession of lease land is given, which premium and lease rent remain pending, therefore, every amount outstanding and or raised by the Lessee

Shree Kunj Bihariji Infracore Pvt. Ltd.

  
Authorised Signatory

from its allottees shall be deemed to be an amount having the same effect as that for commercial borrowing etc. within the meaning of IBC.

12.5 The Lessor shall always have first charge over the leased premise in contrast to every financial institution or Bank from whom the Lessee may borrow funds for completion of the project on the leased premise or any allottee of the Lessee.

12.6 The lessee shall be bound to disclose to allottee, prior to confirmation of allotment of any unit space to be constructed or already constructed, about the outstanding towards the Lessor AND that such outstanding constitute a priority compared to the allottees in the construction or to be constructed unit space.

### 13 Maintenance

13.1 The Lessee at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of Lessor or from the competent authority in this regard.

13.2 The Allottee/Lessee/Sub-Lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe neat & clean and in good and healthy sanitary conditions to the satisfaction of the Lessor and to the convenience of the inhabitants/occupants of the place. The Lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the leased plot. If the buildings and the common services are not maintained properly, the Lessor shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub-Lessee. The Lessee and Sub-Lessee(s) will be personally and severally liable for payment of the maintenance amount. In case of default of the amount, the dues shall be recovered as arrears of land revenue.

13.3 No objection on the amount spent on maintenance of the buildings and the common services, will be entertained by the Lessor and the decision of Lessor in this regard shall be final and binding on the Lessee or its Allottees / Sub-lessee(s).

13.4 The Allottee/Lessee/Sub-Lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of Greater Noida industrial Development Authority framed/ issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.


13.5 In case of non-compliance of these terms of conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

### 14 Mortgage

14.1 Permission to mortgage may be allowed by the Lessor as per its prevailing policy as on the date of submission of such permission by the Lessee and after payment of prescribed fees / charges. No Permission to mortgage shall be issued in case of there are outstanding payable to the LESSOR on the date permission is granted.

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorised Signatory

  
मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण



14.2 In the event any Permission to mortgage is issued by the lessor, then this Lessor shall always hold the first charge and will remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016 in contrast of the Bank/ Financial Institution or Allottee of unit space.

## 15 Issue of Mutation Letter

15.1 Application for approval can be submitted by the Transferee at the concerned department along with the following documents:

- i. A certified copy of the Transfer Deed duly executed by the Transferor.
- ii. Copy of original challan against payment of transfer charges in one of the Authorized Bank shall be required.

## 16 Misuse, Additions, Alterations, etc.

16.1 The Lessee/ its Allottee shall not use the plot for any purpose other than that for which it has been allotted / leased. The Lessee shall not be entitled to divide the plot or amalgamate it with any other plot or the unit space. In case of violation of the above conditions, Lease / Sub-lease shall be liable to be cancelled and possession of the premises along with structures thereon, if any, shall be resumed by the Lessor without payment of any compensation.

16.2 The Lessee/Sub-Lessee will not make any alteration or additions to the said building on the demised premises, erect or permit to erect any new building on the demised premises without the prior written permission of the Lessor and in case of any deviation from such terms of plan he/she shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviations as aforesaid.

16.3 If the Lessee/Sub-Lessee fails to correct such deviations 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 the Lessee/Sub-Lessee who shall bound agrees to reimburse by paying to the Lessor such amounts as may be determined and demanded by Lessor in this regard.

## 17 Indemnity

17.1 The Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent Operations and maintenance of facilities and services, till such time that an alternate agency for such work is identified and legally appointed by the Lessee. The Lessee shall execute an indemnity bond, indemnifying the Lessor and its officers and employees against all disputes arising out of :

- i. The non-completion of work
- ii. The quality and validity of development, construction, operations and maintenance
- iii. Any dispute or claim whatsoever arising out of any accident during construction or during maintenance or working / functioning or inhabitation of the constructed building to any guest or sub-lessee.

  
मैनेजर (वाणिज्यिक)  
ग्रेंटर नोएडा प्राधिकरण



- iv. any dispute or claim arising out of any allegation of infringement of any - Intellectual Property Rights etc. in the designing etc. of the building to be constructed by the lessee.
- v. Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser

## **18 Liability to Pay Taxes**

18.1 The Lessee/ its Allottee will be liable to pay all rates, taxes, charges, user fee and assessment of every description imposed by the LESSOR or any other Statutory Authority empowered in that behalf, in respect of the plot, whether such charges are imposed or may be imposed in future on the plot or on the building constructed thereon, from time to time.

## **19 Overriding Power over Dormant Properties**

19.1 Lessor reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries in 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) or for the structure time being standing thereon, provided that, the Lessor shall make reasonable compensation to the Lessee/Allottee /Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of the Lessor on the amount of such compensation will be final and binding on the applicant.

## **20 Consequences of misrepresentation**

20.1 If the allotment / lease have been found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Applicant/ Bidder/ Lessee/Allottee/ Lessee/ Sub-Lessees, the allotment of plot shall be cancelled and/ or lease shall be determined, as the case may be. In addition, the entire money deposited by the Bidder/Applicant/ Lessee/Allottee/ Lessee/ Sub-Lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall also be taken.

## **21 Cancellation of Lease Deed**

21.1 In addition to the other specific clauses relating to cancellation/determination by the Lessor, the Lessor shall be free to exercise its right of cancellation/ determination of the allotment/ the lease of commercial plot in case of the following-

- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false statement and/or fraud
- ii. Any violation of the directions issued or of the rules and regulations framed by Lessor or by any other statutory body.
- iii. In case of default on the part of the Bidder/Applicant/ Lessee/ Allottee/Sub-Lessess(s) or any breach/violation of the terms and conditions of the Bid, Scheme

Shree Kunj Bihariji Infracon Pvt. Ltd.

Authorised Signatory



Document, allotment, lease and/or non-deposit of the allotment amount, instalments or any other dues whatsoever.

21.2 If the allotment is cancelled on the grounds mentioned in Clause 21.1 (i) above, the entire amount deposited by the Lessee / Sub-Lessee(s) till the date of cancellation/determination, shall be forfeited by the Lessor and no claim, whatsoever, shall be entertained in this regard.

21.3 If the allotment is cancelled on the grounds mentioned in Clause 21.1 (ii) or Clause (iii) above, 30% of the total premium of plot or total premium deposited (whichever is less) together with due lease rent, interest, extension charges till the date of cancellation shall be forfeited in favour of GNIDA. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest and no separate notice shall be given in this regard.

21.4 After forfeiture of the amount as stated above, possession of the plot will be resumed by Lessor, along with the structure thereupon, if any, and the Bidder/ Applicant/ Lessee/Allottee/ Lessee/ Sub-Lesseees will have no right to claim any compensation thereon.

21.5 The LESSOR shall not be liable on account whatsoever to the allottee of unit space constructed / to be constructed by the Lessee except to the extent of land premium and lease rent received till the date of cancellation from the Lessee and that which is admissible for refund. The Lessor shall be under no obligation to complete the project. The refundable amount, if any, shall be kept in an Escrow account to abide by order of any Court of competent jurisdiction adjudicating the dispute between the Lessee and its unit space buyer.

## 22 Restoration

22.1 The Lessor, in accordance with its Policy on date of application for restoration may restore the plots. The restoration will, inter-alia, be subject to the following conditions:

- i. The application of restoration of plots shall be made within 60 days from the date of cancellation.
- ii. The Lessee/Allottee shall have to pay restoration charges @10% of the total premium of the plot at prevailing rate calculated on the date of application for restoration.
- iii. The Lessee/Allottee will have to make up to date payment of all dues, penalties & interest etc. as applicable. No re-schedule of dues shall be made.
- iv. The Lessee/ Allottee has to pay time extension charges as per terms of allotment / lease.
- v. The Lessee/Allottee has to submit Performance Bank Guarantee (PBG) of timeline given in Schedule, which shall be valid for a duration of 3 months beyond the Project

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorised Signatory

  
मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण



Implementation Schedule and the value of PBG will not use than 10% of the prevailing price of the plots.

- vi. No Court case is pending on the Lessee/Allottee.
- vii. All legal expenses would be borne by the Lessee/Allottee.
- viii. In case allotment has been cancelled due to illegal/unauthorized/non-permissible activities the restoration of the plots shall only be considered on submission of affidavit affirming stoppage of and an undertaking for non-carrying out the illegal/unauthorized/non-permissible activities in future and closure/ removal of illegal/unauthorized/non-permissible activities.
- ix. Any re-occurrence of breach of conditions specified shall result in immediate cancellation of the lease. In such circumstance, no second application for restoration shall be entertained.
- x. In case of restoration in prepossession cases, the Lessee/Allottee shall be required to get the occupancy/completion certificate as per terms of the Lease Deed. In such case, they will have to comply with the clause as stated above.

### **23 Duty of Lessee to act, provide information etc.,**

23.1 The Lessee agrees that it shall provide quarterly statement regarding the construction / to be constructed, allotment of unit space, together with the name of such allottee, unit no. and the terms of every such allotment of constructed unit space to the LESSOR.

23.2 The Lessee shall execute a Tripartite Sub Lease Deed of the superstructure and proportionate undivided interest in the land in favour of its allottee. The consideration therefor shall be receivable solely by the Lessee. The format of Tripartite instrument shall have to be got approved in writing from the LESSOR.

23.3 In the event, there are outstanding payable to Lessor, then after receipt of 50% of consideration from the allottee of unit space, the Lessee and its allottee of unit space shall have to deposit the balance 50% consideration in an Escrow account so as to safeguard the interest of the Lessor and the buyer of unit space.

23.4 To ensure that the terms of this Deeds and the sanctioned plans are always disclosed to its proposed allottees of unit space against written acknowledgement. The same shall also form part of terms of allotment of unit space. The unit space buyers shall have to acknowledge that they have read and understood the contents of the Deed and agree to abide by the same.

### **24 Other Clauses**

24.1 The Lessor reserves the right to make any amendments, additions, deletions and alterations in the terms and conditions of allotment, lease, Building Regulations as it finds

Shree Kunj Bihariji Infracon Pvt. Ltd.

  
Authorised Signatory



expedient and such amendments, addition, deletion and alterations shall be binding on the Lessee/Allottee.

24.2 In case of any dispute in the interpretation of any word or terms and conditions of the allotment / Lease, the decision of the CEO of Lessor shall be final and binding on the Lessee/Allottee / Lessee and his / her / their successor.

24.3 In case there is any increase in rate of compensation under any order of Hon'ble High Court / Supreme Court or Government/Board of Uttar Pradesh, the Lessee/Allottee/ Lessee and his / her / their successor shall be bound to bear the additional cost. The decision regarding such increase by the Lessor shall be final and binding on the Lessee/Allottee/ Lessee and his / her / their successor.

24.4 The Lessee and his / her / their successors shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are issued there under from time to time.

24.5 Any dispute between the Lessor and Lessee / Sub-Lessee shall be subject to the territorial jurisdiction of Civil Courts at Gautam Budh Nagar or the High Court of Judicature at Allahabad (Prayagraj).

24.6 All laws related to the fire safety, environmental clearance, NGT directives shall be observed by the Lessee/Allottee. Necessary approvals shall be obtained from the competent authority by the Lessee/Allottee. Non-receipt or any delay as receipt of such approvals shall not be a ground to claim extension in time schedule of the implementation of project, either with or without charges.

24.7 In case an existing link road comes anywhere in the plot area, it shall be managed by the Lessee/Allottee /Lessee till an alternate arrangement is made by Lessor.

24.8 All arrears due to the Lessor shall constitute a charge on the demised plot and are recoverable as arrears of land revenue.

24.9 LESSOR in larger public interest has the right (authority) to take back the possession of the land / building by making payment at the prevailing rate after giving the Lessee an opportunity of being heard. However, the decision of the CEO of Lessor shall be final and binding on the Lessee and its allottees.

24.10 The Lessee / its Allottee / sub lessees shall have to make sufficient provision of parking in the plot itself. Parking on the road will not be permitted. Any breach in this regard shall constitute breach of the terms of this Deed.

24.11 The Lessee / its allottee / sub Lessee shall follow all the rules and regulations of RERA and the Rules, Regulations and Directions of Building Bye Laws of the Lessor.

24.12 All other conditions of the Scheme Brochure shall be applicable to the Allottee, Lessee & sub-lessee.

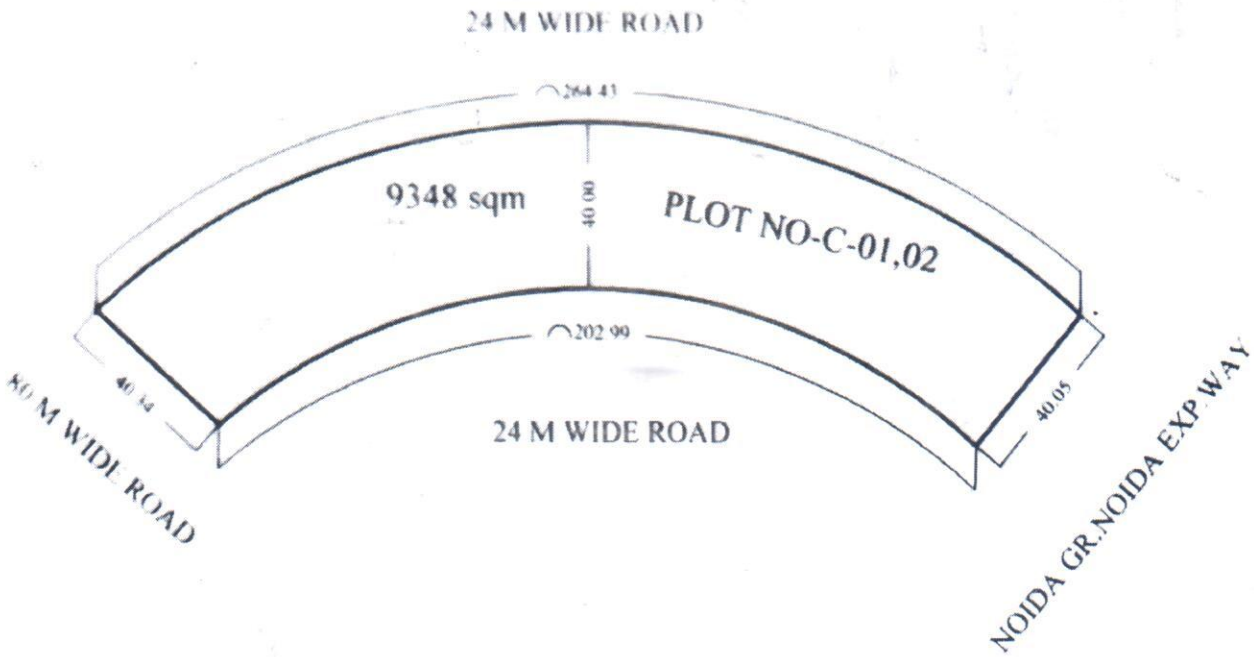
Shree Kunj Bihariji Infracon Pvt. Ltd.

Authorised Signatory

  
मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण



PLOT NO C-01,02



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

*M. B. L.*

मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण

Shree Kunj Bihariji Infracon Pvt. Ltd.

*[Signature]*  
Authorised Signatory

AREA=9348.00 SQM.

SIGN		SIGN-			
POSSESSION TAKEN OVER		POSSESSION HANDED OVER			
LEASE PLAN FOR <b>PLOT NO.- C-01,02</b> OF SECTOR-KP-2 GREATER NOIDA	PROJ. DEPTT.	<i>[Signature]</i> ASST MANAGER	<i>[Signature]</i> MANAGER	<i>[Signature]</i> SR MANAGER	
	LAND DEPTT.	<i>[Signature]</i> LEKHPAL	<i>[Signature]</i> N TEHSILDAR	<i>[Signature]</i> TEHSILDAR	
	LAW DEPTT.	<i>[Signature]</i> D.L.O	<i>[Signature]</i> MANAGER		
	PLNG. DEPTT.	<i>[Signature]</i> SR DRAFTSMAN	<i>[Signature]</i> EXECUTIVE		



**GREATER NOIDA INDUSTRIAL**

24.13 In case of any differences or inconsistency between conditions as occurring in this lease deed and Scheme Brochure, then the conditions of this lease shall override and shall be binding on the Lessees, its allottees / sub-lessees.


24.14 This is Provisional Lease Deed being executed subject to final order to be passed by Hon'ble High Court in pending Writ Petition No. 6228/2021, 5928/2021 & 1576/2021.


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

In presence of: 

Witnesses: Mr. Tusar

1. Witness Address S/o Sh. Rakesh Pradhan  
G- 843, Sector - Gamma-II  
Gr. Noida (U.P.)


  
09/8/2021  
मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण  
For and on behalf of the LESSOR

2. Witness Address   
Mr. Anshul Sharma  
S/o. Sh. B.K. Sharma  
G- 843, Sector - Gamma-II  
Gr. Noida (U.P.)

Shree Kunj Bihariji Infracon Pvt. Ltd.  
  
Authorised Signatory

For and on behalf of the LESSEE

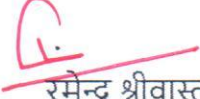


  
मैनेजर (वाणिज्यिक)  
ग्रेटर नोएडा प्राधिकरण

आवेदन सं०: 202100743033292

बही संख्या 1 जिल्द संख्या 38969 के पृष्ठ 285 से 334 तक क्रमांक  
11544 पर दिनांक 14/07/2021 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



रमेश श्रीवास्तव  
उप निबंधक : सदर ग्रेटर नोएडा  
गौतम बुद्ध नगर  
14/07/2021

