Serial No. 12474 Deed No. 11031

Govt. of Bihar
District Registry Office ,Patna
Summary of Endorsement

This document was presented for registration on **17/10/2019** by **Satish Kumar (Messanger)**
A stamp duty of Rs. **24759488**/- and other fees of Rs. **8256496**/- has been paid in it.
The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page.
The document has been registered as deed no. **11031** in Book No. **1**, Volume No. **260** on pages from **450** to **469** and has been preserved in total **20** pages in C.D. No. **39** / Year **2019**

Signature with Date
(**Satya Narayan Choudhary**)
Registering Officer, **Patna**

Date: 17/10/2019 Token No: 12717 /2019

दस्तावेज की जाँच किया
एवं
दस्तावेज में अंकित वर्णित विवरणी के अनुरूप सही पाया।
17/10/19
जाँच लिपिक
(प्रवीण कुमार)

SCANNED BY

DEED OF LEASE

THIS INDENTURE OF LEASE IS MADE ON THE 16 th OCTOBER of the Year 2019

BETWEEN

The Bihar State Housing Board (hereinafter referred to as the Board which expression shall unless the context does not so admit include its successors, executors, administrators and permitted assigns of the ONE PART. through Sri Vijaysheel Kashyap, Executive Engineer, Patna Div.II, Bihar State Housing Board, Patna.

16/10/19
Executive Engineer
Bihar State Housing Board
Div -2 Patna

16/10/19
Executive Director
(REM&D) & HOD (RE)
NBCC (INDIA) LTD. New Delhi

District Registry Office,Patna

Token Number 12717 | Reg. Year 2019 | Serial Number 12474 | Deed Number 11031

PresType	Name	Photo	Thumb	Index	Middle	Ring	Little
Lessee	Rajendra Chaudhary (Dir)						
Sig.	17/10/19						
		Photo	Thumb	Index	Middle	Ring	Little
Lessee	Reshma Dudani (Rep)						
Sig.	17/10/19						
Presented By	Satish Kumar (Messanger)						
Sig.	सतीश कुमार 17-10-2019						
Lessor	Satish Kumar (Messanger)						
Sig.	सतीश कुमार 17-10-2019						
		Photo	Thumb	Index	Middle	Ring	Little
Identified By	Ranjit Kumar						
Sig.							

SCORE Ver.4.0 | Powered by I&FS Technologies Ltd. | Biometric Captured By

सतीश कुमार (निबंधनिक)
कार्यपालक अभियंता पटना
प्रमंडल-2 के पत्रांक-1163
दिनांक-16-10-2019 के द्वारा
प्रोक्सि कृत किया गया है।

AND

M/S NBCC(INDIA)Limited, having its registered office at NBCC Bhawan, Lodhi Road, New Delhi-110003, through its **Director (Commercial), Shri Rajendra Chaudhari,S/O Sri Ram Sharan Chaudhari** represented by **Smt. Reshma Dudani, D/O Shrichand Rijhwani, Executive Director,(REM&D) & HOD(RE)** (herein after called as the lessee which expression shall, unless the context does not so admit include his/her heirs, successor executor, administrators and permitted assigns) on the other part.

Whereas the Bihar State Housing Board, a body corporate constituted by the Govt. of Bihar in the deptt. of Housing, Patna under an ordinance in the year 1972 which has been converted into the BIhar State Housing Board, Act 1982 by the State Govt. has been entrusted with the same duties and functions for providing lands/plots, Houses to the needy person belonging to the different income groups and also with such other works relating to the execution of all the Housing and improvement schemes as assigned by the Govt. of Bihar in the Deptt. of Housing from time to time.

And whereas all the assets and liabilities of the Housing Deptt. Govt. of Bihar, Patna since the date of constitution of the aforesaid Board by the State Govt. in the Year 1972, has completely been transferred to the said Board and as per section 63 of the Bihar State Housing Board ordinance (Now the Bihar State Housing Board Act. 1982), the ownership of the etire premises belonging to the State of BIhar, in the Deptt. of Housing, Patna since the constitution of the said board have vested completely in the Board for all purpose.

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Whereas on an application made by the lessee, the Board has allotted by letter No. **5599** dated **17.07.2009** and letter No. **8662** dated **22.09.2009** (amended) admeasuring together **4.375 acre** for a tentative price **of Rs. 21,12,18,000/- (Twenty one crore Twelve lakh Eighteen thousand rupees only)** to the lessee in accordance with the decision taken by the 234th Board Meeting dated 02.06.2009 Vide agenda NO. 10 plot of land being **NBCC-1** measuring **2.671 Acres** and **NBCC-7/1** measuring **1.704 acres** for the purpose of Residential uses and Residential cum shopping center respectively particulars of which have been given in the schedule hereunder.

Whereas lessee has paid a consolidated sum of **Rs. 21,12,18,000/- (Twenty one crore Twelve Lakh Eighteen thousand Rupees only)** Vide its Cheque No. 374634, dated 13.04.2009 and

Whereas the Bihar State Housing Board has communicated to the lessee the cost of allotted plot as **Rs.24,96,23,175/-(Twenty four crores ninety six lakh twenty three thousand one hundred and seventy five)** estimated till 31.03.2009 and the Bihar State Housing Board vide letter No. 780 dated 21.02.2017 communicated the lessee **M/s NBCC (INDIA) Limited** to give consent to deposit differential amount of **Rs.3,84,05,175/-(Three Crores eighty four lakhs five thousand one hundred seventy five)** i.e. **Rs.24,96,23,175/- - Rs. 21,12,18,000/- = Rs. 3,84,05,175/-** and

Whereas the allottee **M/S NBCC (INDIA) Limited** has conveyed its willingness to deposit the aforesaid balance amount of **Rs.3,84,05,175 /- (Three Crores eighty four lakhs five thousand one hundred seventy five)** and the lessee has paid the entire reaming

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amount of **Rs.3,84,05,175/-(Three Crores eighty four lakhs five thousand one hundred seventy five).**

Whereas by the 234th Board Meeting dated 14.09.2009, Vide Agenda No.5, the lay out plan was approved, and decision was taken to deliver possession of the said plot **to M/S NBCC (INDIA) Limited** as well as direction was given to execute the Lease deed Accordingly Board delivered Physical possession of the said Plots of land namely NBCC-1 and NBCC-7/1, which on ground was actually measured 2.631 acres and 1.300 Acres respectively on dated-27.10.2009 to the lessee.

NOW, THEREFORE, THIS DEED WITNESSETH AND PARTIES HEREBY AGREE that in consideration of premium of **Rs. 24,96,23,175/- (Twenty four crore ninety six lakhs twenty three thousand one hundred seventy five)** only has already been paid before the execution of these presents (the receipt where of the Board acknowledge) and of the rent here in after reserved, the aforesaid plot of land, the full particulars of which have been given in the schedule here in after is transferred to the lessee on lease basis subject to the following terms and conditions:-

1. That the lessee has already been given delivery of possession of the plot of land against payment of part of tentative demand by the Board.
2. That the plot of lands are given on "as is where is" basis and the Board will not entertain any claim or complaint what-so-ever relating to property circumstances or any other matter.

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3. (a) That the lessee has already paid a sum of **Rs.21,12,18,000/- + Rs. 3,84,05,175/- = Rs.24,96,23,175/- (Twenty four crores ninety six lakhs twenty three thousand one hundred seventy five)** and ground rent @10% of **Rs.21,12,18,000/- i.e. Rs.2,11,21,800/- (Two Crore eleven lakhs twenty one thousand and eight hundred).** The lessee will pay bonafide demands/ expenses as will be raised by the Board even after execution of this deed of lease within time including further ground rent if any.

(b) That the Board shall not be bound to issue any separate reminder/notice for payment of the amount of any other dues payable to the Board.

4. (a) That the lessee shall pay to the Board such additional amount without any question as and when called upon by the Board as become payable due to increase in total premium on account of increase in the cost of development/ on account of additional compensation payable to the erstwhile owners of the and under subsequent order of any law court in claim cases arising out of land accusation proceedings or even otherwise either in installment or in one lump sum within the period specified by the Board even after execution of these presents The lessee shall under no circumstances be entitled to demand any accounts relating to the cost or to question or dispute it which shall be finally determined by the Board in its sole discretion.

(b)That the allottee shall be liable to pay such charges, if any, incurred by the Board on maintenance of Roads, Water Supply,

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Drainage, Street lighting and other services and amenities within a Housing Estate.

(c) That the Board or such Agency as it may decide shall be responsible for maintenance, running, control and regulation of use of common portions and common services of each block in a HOUSING ESTATE and it shall be the duty of such Agency to administer these common portions and common services. The lessee shall be liable to pay to the Board or the special Agency such charges for the purpose as may be decided by the Board. In case of failure on the part of the lessee to make such payment the Board shall have the power to recover such amount as arrears of land revenue.

5. That the plots of land namely **NBCC-1 and NBCC-7/1** is being given **on 90 years and 66 years** lease hold basis respectively.

6. That the lessee has paid ground rent @ 10% **Rs.2,11,21,800/- (Two Crore Eleven lakh Twenty One thousand and Eight hundred Rupees only)** Vide DD No.- 697126 to 697149 on Dated 02.09.2009 and rest of the amount, if any, shall be charged by the Board and payable by the lessee.

7. That interest at the Rate of 1% (One percent) per month shall be charged on all dues either in respect of premium/installments or rent for the period of defaults, if any.

8. That the lessee shall pay from the first day of the month, in which this deed is registered, ground rent municipal and water taxes, electricity charges, cess and such other taxes and charges to the authorities concerned for the said premises allotted by the board.

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9. That the lessee shall obtain the approval of the Board and the authority prescribed in the Bihar Restriction of Uses of Land Act, or any other authority prescribed in any other law for the time being in force to his building plan before starting any construction.

10. That the lessee will make no alteration or addition upon the said premises without the prior written permission and sanction of the Board by submitting a plan and without obtaining approval of the municipal or other authorities in accordance with the provisions of law for the time being in force.

11. That the lessee shall not encroach upon the adjoining land beyond the area and size mentioned in the schedule appended to the deed and shall not violate the prescribed setbacks, not open spaces at sides, front and rear within the area settled with him/her.

12. That the lessee is permitted to sublease/sublet/licence full or part of the built up area constructed on the said plots of land but subject to the statutory provisions of the Bihar State Housing Board in this regard and also in consonance with the terms and conditions of this deed not exceeding for a term for which lease with **M/S NBCC (INDIA) Limited** has been executed, and further that sub-lettee/ sub lessee/ licencee shall not transfer assign, sublet or otherwise part with the possession of the whole or part of the premises allotted to them by the lessee without prior consent of the Board in writing which Board shall be entitled to refuse in its sole discretion or in the event of consent being given may impose such terms and condition as it thinks

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fit, and Board shall be entitled to claim and recover a portion of " unearned increase" in the value of space allotted by the lessee. This "unearned increase" of the value shall be difference between price paid to the lessee by the sub-lettee/ Sub lessee/ licencee and the market value of the allotted space to the sub-lettee/ sub-lessee/licencee, at the time of sale, transfer, assignment or parting with the possession, the amount to be recovered being 50% of the unearned increase. The decision of the Board regarding the market value of the allotted space shall be final. The Board shall also have the pre-emptive right to take back the allotted space from sub-lessee/sub-lettee/licencee at a price determined above. Further, the sub-lessee/sub-lettee/licencee shall remain bound by the terms and condition of this deed as well as the statutory provision of the Bihar State Housing Board in the same manner like that of the allottee **M/S NBCC (INDIA) Limited.**

13. Allotted Plot No.-**NBCC-1 & NBCC-7/1** are for the purpose of residential uses and residential-cum- commercial uses respectively. Therefore plot no NBCC-1 will be used only for residential purpose and plot No.NBCC-7/1 will be used only for residential cum commercial purpose.

14. That the lessee shall permit any officer or staff of the Board having jurisdiction over the area concerned to enter upon the premises and to inspect the same from time to time to ensure his/her adherence to the terms and condition of the agreement and shall provide reasonable facilities to him for the said purpose.

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15. That the lessee agree with the right of the Board to recover all or any of the dues payable to the Board even after execution of these presents as public demand under the Bihar and Orrisa Public Demand Recovery Act, 1914.

16. That if the lessee fails to do anything or refrains from doing anything as required by the agreement executed or by the Board's regulation, the Board shall have the power to get such things done or prevent such things done at the risk and cost of the allottee.

17. That without prejudice to the Board's right under any other law, rules and regulations and besides recovering the amount due to the Board along with interest, penalty and damages the Board shall have, in addition, the right to cancel the allotment/settlement of the premises, plot of land made in favor of the allottee and to evict him from the premises/plot of land and resume possession thereof in the event of violation of any one or more of the following:-

(a) Non-compliance on the part of the allottee of any of the terms and conditions of the agreement.

(b) Violation of any of the terms and conditions prescribed in the rules and regulations of the Board this regard.

(c) If defaults in the payment of any arrear amount remaining due for a period of more than twelve months from the date of the demand.

(d) If it is found that the allottee is a farzidar and has taken settlement on behalf of any other person or persons.

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Executive Director
(REM & HOD (RE)
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(e) If it found subsequently that the allotment/ settlement has been taken by furnishing false information or affidavit or concealing any material fact.

18. That on matters not specifically stipulated in the agreement or provided for in the relevant rules and regulation of the Board or in case any dispute, doubt or question arises between the allottee and the Board then in such event every such case shall be referred for arbitration to the Managing Director of the Board acting as such at that time and his decision in this regard shall be final and binding on both parties and shall not be liable to be questioned in competent Court of law.

19. That in the event of the termination of the lease either on account of its cancelation or on accounts of non-compliance with the present terms and conditions of the lease and after non-renewal on the expiry of the period of lease the Board's shall have the right to take the possession of the premises under this deed and the premises under this deed shall vest in the Board.

16/10/19

Executive Engineer
Bihar State Housing Board
Div.-2, Patna

Executive Director
(REM&D) & HOD (RE)
NBCC (INDIA) LTD. New Delhi

In witness whereof the parties hereto have signed this deed on the dates respectively mentioned under their signatures:-

Witness:

1. Signature: सतीश कुमार
   Address: बिहार राज्य आवास बोर्ड, पटना
   प्रमेडल - 2 पटना

2. Signature: Jagdeep Prasad,
   Address: B.S.H. Board,
   Patna Div. 2, Patna

16/10/19

Signature of the Officer
for and on behalf of
Bihar State Housing Board, Patna.

Executive Engineer
Bihar State Housing Board
Div.-2, Patna

1. Signature: P.M (C)
   Address: NORTH JAY PRAKASH NAGAR
   P.O - ASHIYANA NAGAR
   PATNA - 25

2. Signature:
   Address: Eshant Agrawal, PM (civil)
   NBCC Real Estate Division
   Pragati Vihar, New Delhi

16/10/2019

Executive Director
(REM&D) & HOD (RE)
NBCC (INDIA) LTD.

Signature of the Officer
for and on behalf of the
National Building Construction
Corporation. (Allottee)

SCHEDULE

Details of the **Plot No. NBCC-1 & NBCC-7/1** allotted

1. Mohalla- **Bahadurpur Housing Colony,**
2. Town- **Patna**
3. P.O.- **Bahadurpur** P.S.- **Agamkuan** Distt.- **Patna.**
4. Plot No. assigned by the Board: **Plot No. NBCC-1**
5. Housing Board's **letter No. 5599 dated 17.07.2009 & 8662 Dated 22.09.2009 and read with Board' letter No.3783 dated 13.09.2019**
6. Area of the Plot in building- **2.631Acres & 130Acres = 3.931 Acres.**
7. **Boundary of Plot No.NBCC-1:**
   North- **45'0" Wide Road**
   South- **30'0" Wide Road.**
   East- **Play Field**
   West- **45'0" Wide Road.**
8. **Boundary of Plot No.NBCC-7/1:**
   North- **45'0" Wide Road**
   South- 45'0" **Wide Road.**
   East- **Fire Station & Elect. Sub-Station.**
   West- **60'0" Wide Road.**
9. **Sketch of Plot- 2(Two) Attached.**

16/10/19

Signature of the Officer
for and on behalf of
Bihar State Housing Board, Patna.

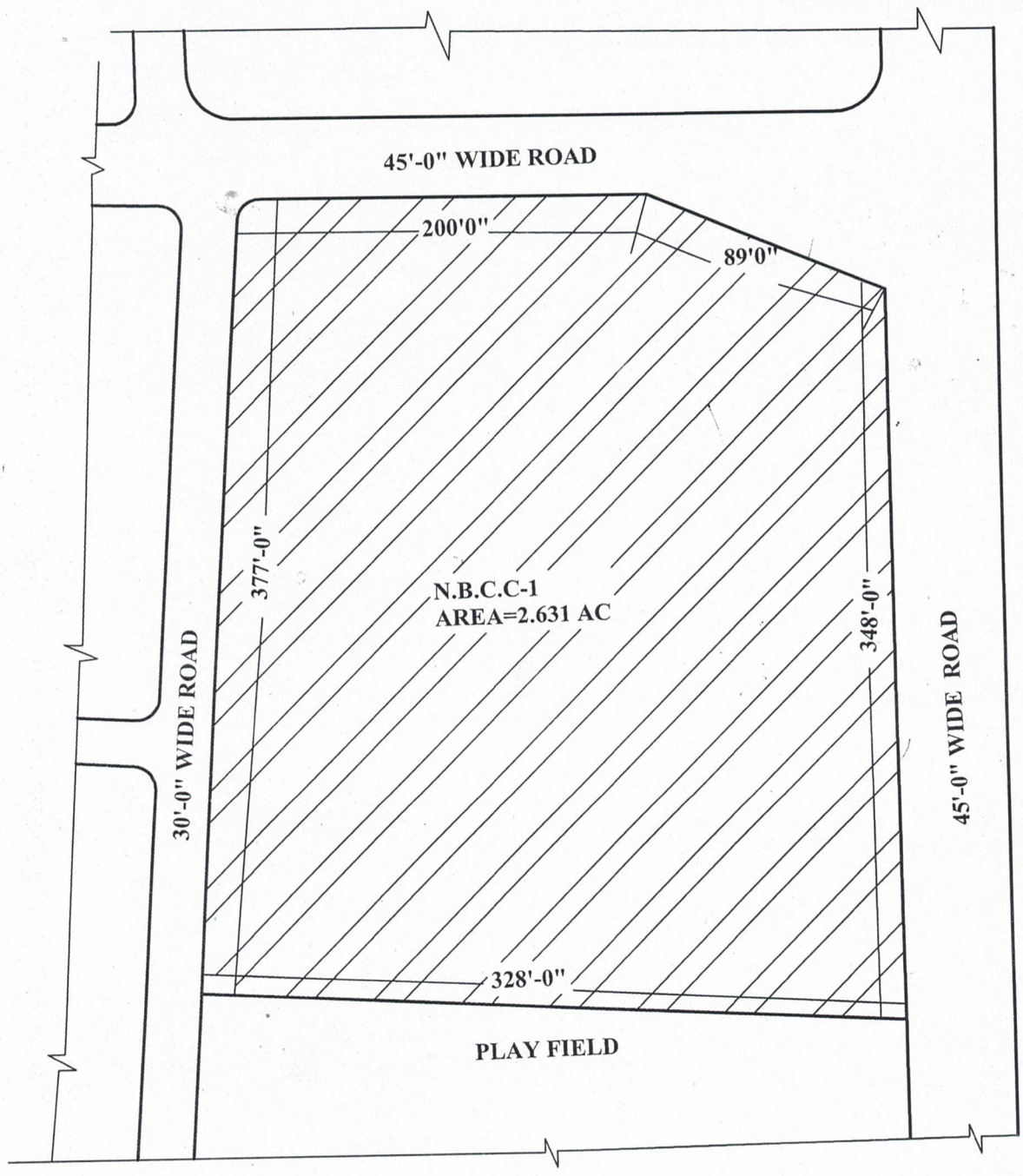
Executive Engineer
Bihar State Housing Board
Patna

16/10/19

Signature of the Officer
for and on behalf of the
National Building Construction
Corporation. (Allottee)

Executive Director
(REM&D) & HOD (RE)
NBCC (INDIA) LTD. New Delhi

SITE PLAN FOR FINAL TRANSFER OF PLOT NO. - N.B.B.C -1
ALLOTTED TO N.B.B.C. INDIA LIMITED
AT - HOUSING COLONY ,BAHDURPUR, PATNA.



SCALE:-N.T.S.

W
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NOTE :- CERTIFIED THAT THE ORIGINAL AND REPRODRUCTION OF EACH OTHER DUPLICATE MAPS ARE TRUE AND EXACT.

16/10/19

Executive Director (Estt&D) & HOD (RE) NBCC (INDIA) LTD. New Delhi

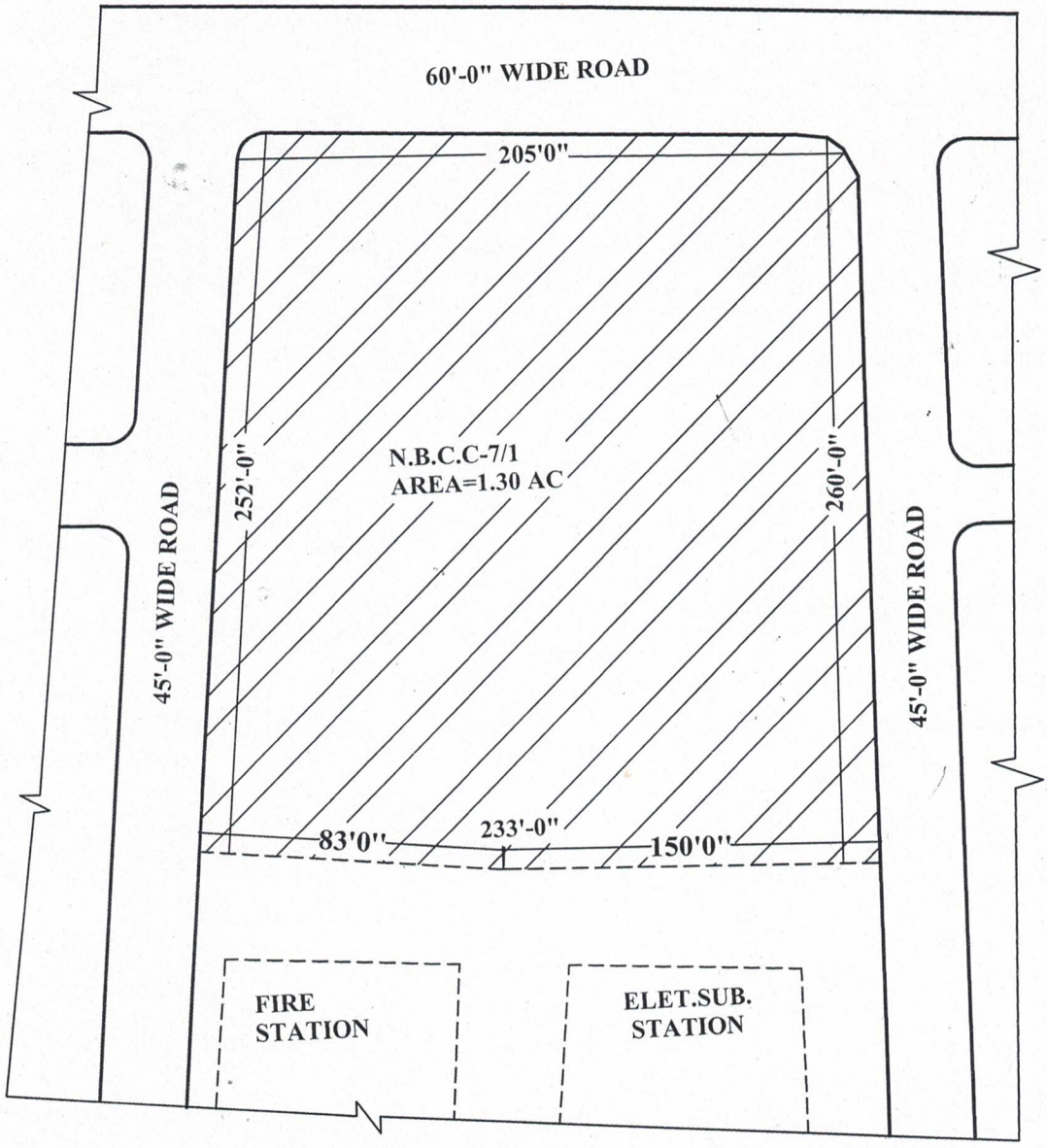
SIGNATURE OF THE LESSEE

16/10/19

Executive Engineer Bihar State Housing Board Div.-2, Patna

SIGNATURE OF THE OFFICER FOR AND ON BEHALF OF BIHAR STATE HOUSING BOARD,PATNA

SITE PLAN FOR FINAL TRANSFER OF PLOT NO. - N.B.B.C 7/1
ALLOTTED TO N.B.B.C. INDIA LIMITED
AT - HOUSING COLONY ,BAHDURPUR, PATNA.



SCALE:-N.T.S.

W
S N
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NOTE :- CERTIFIED THAT THE ORIGINAL AND REPRODRUCTION OF EACH OTHER . DUPLICATE MAPS ARE TRUE AND EXACT

16/10/19
Executive Director (REM&D) & HOD (RE) NBCC (INDIA) LTD. New Delhi

SIGNATURE OF THE LESSEE

16/10/19
Executive Engineer Bihar State Housing Board

SIGNATURE OF THE OFFICER FOR AND ON BEHALF OF BIHAR STATE HOUSING BOARD,PATNA

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I-A, No. '35'.'||' Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 24759488/-	Amt.Paid By N.J Stamp Paper	Rs. 0/-
Addl.Stamp duty paid under Municipal Act	Rs. 0/-	Amt.paid through Bank Challan	Rs. 33015984/-

Registration Fee

FEE PAID										
	A1	8248471	C	0	H1b	0	K1a	0	Lii	0
	A8	0	D	0	H2	0	K1b	0	Liii	0
	A9	0	DD	0	I	5000	K1c	0	Mb	25
	A10	0	E	1000	J1	0	K2	0	Na	0
	B	0	H1a	0	J2	0	Li	0		
								TOTAL-		8254496

LLR + Proc Fee		Service Charge
LLR	0	2000
Proc.Fee	0	
Total	0	

Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 8256496

Registering Officer
Patna

Date: 17/10/2019

Endorsement under section 52

Presented for registration at Registration Office, Patna on Wednesday, 16th October 2019 by Satish Kumar (Messanger) (for Vijaysheel Kashyap) by profession Others. Status - Lessor

सतीश कुमार
17-10-2019

Signature/L.T.I. of Presentant **Date:17/10/2019**

Registering Officer
Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Ranjit Kumar' age '47' Sex 'M', 'Ramnandan Singh', resident of 'Ward No.6, Esat Road, Infront Hanuman Sattuat, Ashiyan Digha Road, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Registering Officer
Patna

Date : 17/10/2019

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 1 Volume No. 260 on pages on 450 -469, for the year 2019 and stored in CD volume No. CD-39 year 2019 .The document no. is printed on the Front Page of the document.

Registering Officer
Patna

Date : 17/10/2019

Token No. : 12717 **Year : 2019** **S.No. : 12474** **SCORE Ver.4.1** **Deed No . :d No . : 11031**

Ord: 2800201910160547

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR06200682643834R
Certificate Issued Date	:	16-Oct-2019 05:46 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHCIL0106985551389634R
Purchased by	:	NBCC INDIA LTD THROUGH EXECUTIVE DIR RESHMA DUDANI
Description of Document	:	Not Applicable
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	NBCC INDIA LTD THROUGH EXECUTIVE DIR RESHMA DUDANI
Stamp Duty Paid By	:	NBCC INDIA LTD THROUGH EXECUTIVE DIR RESHMA DUDANI
Stamp Duty Paid (Rs.)	:	88,46,200(Eighty Eight Lakh Forty Six Thousand Two Hundred only)
Reg. fee (Rs.)	:	29,49,400 (Twenty Nine Lakh Forty Nine Thousand Four Hundred only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	1,000 (One Thousand only)
Total Amount (Rs.)	:	1,17,96,600 (One Crore Seventeen Lakh Ninety Six Thousand Six Hundred only)

Stock Holding Corporation of India Ltd. PATNA

Do not write or type below this line

SR 0005132771

Statutory Alert:

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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.

CR/ 18002019/0160 55/

INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	**IN-BR06200678852365R**
Certificate Issued Date	:	16-Oct-2019 05:45 PM
Account Reference	:	SHCIL (FI)/ brshcil01/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHCIL01069855660584O6R
Purchased by	:	NBCC INDIA LTD THROUGH EXECUTIVE DIR RESHMA DUDANI
Description of Document	:	Not Applicable
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	NBCC INDIA LTD THROUGH EXECUTIVE DIR RESHMA DUDANI
Stamp Duty Paid By	:	NBCC INDIA LTD THROUGH EXECUTIVE DIR RESHMA DUDANI
Stamp Duty Paid (Rs.)	:	1,59,13,288(One Crore Fifty Nine Lakh Thirteen Thousand Two Hundred And Eighty Eight only)
Reg. fee (Rs.)	:	53,05,096 (Fifty Three Lakh Five Thousand And Ninety Six only)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	1,000 (One Thousand only)
Total Amount (Rs.)	:	2,12,19,384 (Two Crore Twelve Lakh Ninteen Thousand Three Hundred And Eighty Four only)

Stock Holding Corporation of India Ltd. PATNA

Rs. 12,719/13

Do not write or type below this line

SR 0005132772

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