

Lease



**Indian-Non Judicial Stamp
Haryana Government**



Date : 29/04/2024

Certificate No. U0292024D403



GRN No. 114527577



Stamp Duty Paid : ₹ 11070000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Rail land development Authority

H.No/Floor : 0

Sector/Ward : 0

LandMark : Ajmeri gate

City/Village : Delhi

District : Delhi

State : Delhi

Phone: 98*****94

Buyer / Second Party Detail

Name : Shreemat texworth pvt ltd Banglore

H.No/Floor : 0

Sector/Ward : 0

LandMark : Sirsa

City/Village: Sirsa

District : Sirsa

State : Haryana

Phone : 98*****94

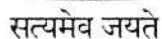


Purpose : LEASE DEED

Joint-Sub- Registrar
Sirsa

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

Joint-Sub- Registrar
Sirsa



19/08/88
25/24

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL90863634353539V
Certificate Issued Date	: 02-Nov-2023 01:10 PM
Account Reference	: IMPACC (IV)/ dl979703/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL97970346830335877293V
Purchased by	: SHREEMAT TEXWORTH PVT LTD
Description of Document	: Article 35(vi) Lease upto 100 years
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: RAIL LAND DEVELOPMENT AUTHORITY
Second Party	: SHREEMAT TEXWORTH PVT LTD
Stamp Duty Paid By	: SHREEMAT TEXWORTH PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

Joint-Sub-Registrar
Sirsa



Please write or type below this line

This LEASE AGREEMENT ("**Lease Agreement**" No RLDA/2023/LA/05/Sirsa) dated this 2nd day of November 2023 ("**Effective Date**") is entered into at **New Delhi** by and between:

1. **Rail Land Development Authority**, a statutory authority constituted under the Railways (Amendment) Act, 2005 (No 47 of 2005) having its office at **Unit No.702-B, 7th Floor, Konnectus Tower-2, DMRC Building, Ajmeri Gate, Delhi-110002** (hereinafter referred to as “**RLDA**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through **Mr. Rajesh Mandloi s/o Shri Tulsi Ram Mandloi (JGM/P-1/Bhopal/RLDA)**, the Authorized Signatory, as authorized vide Office Order

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shillistamp.com' or using e-Stamp mobile App of Stock Holding Corporation of India. 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.



~~44 2/11/23~~

For SHREEMAT TEXWORTH PVT. LTD.

वसीका संबंधी विवरण		
वसीका का नाम LEASE BY GOVT		
तहसील/सब-तहसील- सिरसा	गांव/शहर- सिरसा	स्थित- डबवकलीरोवरेलवेलाईनकेबीच
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		अधिकृत कॉलोनी
पता : 5455km, 125055.		
धन संबंधी विवरण		
राशि- 369000000 रुपये		कुल स्टाम्प शुल्क- 0 रुपये
स्टाम्प नं-		स्टाम्प का मूल्य- रुपये
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:116236769	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- R L luthra		सेवा शुल्क- 200
भवन का विवरण		
निवासीय	34761 Sq. Yards	
स्थानीय शहरी निकाय संबंधी विवरण		
प्रॉपर्टी आईडी- 3ROUT7M0	प्रॉपर्टी नं- 5455km	मालिक- Northern Western Railway
पता- 5455km, 125055.		

यह प्रलेख आज दिनांक 02-05-2024 दिन गुरुवार समय 7:31:00 PM बजे श्री/श्रीमती/कुमारी Rail Land Development Authority Thru निवास New Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

संयुक्त उप पंजीयन अधिकारी Sirsa

Rail Land Development Authority Thru

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक 02-05-2024

संयुक्त उप पंजीयन अधिकारी Sirsa

Rail Land Development Authority Thru

उपरोक्त पट्टा लेने वाला व श्री/श्रीमती/कुमारी Madhav Jain Thru Shreemat Texworth Private Limited हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि पट्टा लेने वाला ने मेरे समक्ष पट्टा देने वाला को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी दीपक पिता नानक चंद निवासी सिरसा व श्री/श्रीमती/कुमारी राजेश कुमार पिता राम स्वरूप निवासी सिरसा जिला सिरसा ने की। साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

दिनांक 02-05-2024

संयुक्त उप पंजीयन अधिकारी Sirsa

Sirsa

No. (E file: RLDA/2021/Coml./RailwayLandByRLDA/2402(Sirsa) , SN-581 dated 02.11.2023 of the **FIRST PART**;

AND

2. **Shreemat Texworth Pvt Ltd**, a company incorporated under the Companies Act, 2013 and having its registered office at **No 62(26) J M Road, Bangalore, Karnataka 560002** (hereinafter referred to as the "**Lessee**", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) represented herein through **Mr. Vikram Jain (Authorized Signatory) s/o Shri Bheemraj Jain**, the Authorized Signatory, as authorized vide Board Resolution dated **20.09.2023** of the **SECOND PART**.

(Each of the parties of the **FIRST and SECOND parts** are hereinafter, as the context may admit or require, individually referred to as a "**Party**" and collectively as the "**Parties**").

WHEREAS

- A. RLDA is a statutory authority constituted under the Railways (Amendment) Act, 2005 (No 47 of 2005) with the obligation, *inter alia*, of development on Railway Land for commercial use, entrusted to it by the Central Government (Ministry of Railways) for the purpose of generating revenue (required by Railways for up-gradation / maintenance of its network) by non – tariff measures.
- B. RLDA intends to undertake commercial development over a land area of approximately **29065 Sqm** of Railway Land **for Residential Development (51% Residential and 49% Commercial {as per RFP 67% Residential use and 33% Commercial, increased on developer demand, approved by competent authority of RLDA vide note#51 of E file : RLDA/2021/Coml./RailwayLandByRLDA/2402(Sirsa) })** of Railway land at Sirsa under Bikaner Division of North Western Railway as described, more particularly in **Schedule -I of RFP part-V** (the '**Site**').
- B. As part of the proposed development of the Site, RLDA had conducted a competitive bidding process by inviting proposal in the form of bids (the "**Bid**") vide its Bid Notice no. **RLDA/RFP/CD-50 of 2022** dated **20.07.2022** to undertake the development of the Site, on the terms and conditions specified herein.
- C. The **M/s Texworth International, No. 62 Nanjundeshwara Complex, J M Road, Bangalore - 560002** (the '**Selected Bidder**') was the successful bidder and was issued the Letter of Acceptance (the "**LOA**") vide letter no. **RLDA/2021/Coml./Railway Land by RLDA/2402** dated **06.12.2022** by RLDA.
- E. The Selected Bidder has, in accordance with the LOA, promoted and incorporated the Lessee i.e. **M/s Shreemat Texworth Pvt Ltd** as a company under the provisions of the Companies Act, 2013 and the Selected Bidder and the Lessee have, **by bidder's vide email dated 01.02.2023 respectively**, requested RLDA to accept the Lessee as the entity, which shall undertake and perform the obligations and enjoy the rights as specified herein.

For **SHREEMAT TEXWORTH PVT. LTD.**



Authorised Signatory



F. The Lessee/Selected Bidder¹, in compliance of the terms and conditions of the LOA, has:

(a) paid to RLDA an amount of **Rs. 8,84,41,920** /- towards the First Installments of the Lease Premium as specified in the LOA, in the following manner:

(i) (UTR No **IBKR92023020700009826** dated **07.02.2023** Rs. **7,38,00,000/-**, UTR No **027916690621** dated **07.02.2023** Rs. **1,00,00,000/-**, UTR no **IBKR92023020700014426** date **07.02.2023** Rs. **46,41,920/-**). Selected bidder deposited 3 days interest (60 days interest free period upto 04.02.2023, 1st instalment deposited on 07.02.2023) in RLDA account through RTGS (UTR No **IBKR92023022200060656** dated **22.02.2023** Rs **3,50,739/-**);

Selected Developer/bidder deposited part of balance lease premium (2nd and 3rd Instalment fully and part of 4th Instalment) in advance, Amounting Rs 22.50 Cr on 5th and 6th oct 2023 (UTR No **HDFCR52023100593136693** dated **05.10.2023** Rs **20,00,00,000/-** and UTR No **HDFCR52023100693574637** dated **06.10.2023** Rs **2,50,00,000/-**).

and

(b) Deposited with RLDA a bank guarantee of value **Rs.2,22,00,000/- (Rupees Two Crore Twenty-two Lakhs only)** No. **009GT02232890015** issued by **HDFC Bank Ltd. Dated 16.10.2023** (the "Performance Guarantee").

G. The Lessee is desirous of acquiring lease rights over the Site for the purposes of conceptualizing, designing, financing, construction, marketing, leasing, operating and maintaining the Assets upon the Site.

H. RLDA has agreed to grant to the Lessee, the lease rights and other rights in the Site [and license and right to access the Redevelopment Land for designing, financing, constructing and vesting of the Redevelopment Assets] subject to the fulfillment of the Conditions Precedent and upon the fulfillment of the other obligations of the Lessee as contained herein in accordance with the terms and conditions of this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Lease Agreement and related Lease Documents (the receipt and adequacy of which are hereby mutually acknowledged), the Parties, with the intent to be legally bound, hereby agree to the terms and conditions specified herein:

1. RLDA grants to the Lessee, the Site on lease for a period of 98 Years 05 Months 12 Days from the Effective Date on the terms and conditions contained in the following documents which shall be deemed to form a part of this Lease Agreement:

- a) The Letter of Acceptance dated **06.12.2022**;
- b) Bid Documents


For **SHREEMAT TEXWORTH PVT. LTD.**

Authorised Signatory



The Lessee shall carry out the Development Project on the Site leased out to it in accordance with the provisions of the Lease Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Lease Agreement to be signed in their respective names as of the day and year first above written.

<p>FOR AND ON BEHALF OF</p> <p>Rail Land Development Authority</p> <p>By Shri Rajesh Mandloi, JGM/P-1/Bhopal, Authorized Representative</p> <p><i>Rajesh Mandloi</i> 12/11/23</p> 	<p>Witness</p> <p>1. Signature <i>Shivam Aggarwal</i> Name Shivam Aggarwal Address RLDA, New Delhi</p> <p>2. Signature <i>Ashutosh Gupta</i> Name ASHUTOSH GUPTA Address 401, Marvella, Mahagun Medene, Sec-78, Noida, U.P.</p>
<p>FOR AND ON BEHALF OF</p> <p>[M/S Shreemat Texworth Pvt Ltd]</p> <p><i>Vikram Jain</i></p> <p>By Vikram Jain s/o Bheemraj Jain Director/ Shreemat Texworth Pvt Ltd</p> <p>Authorized Signatory</p>	<p>Witness</p> <p>1. Signature <i>Ashutosh Gupta</i> Name (ASHUTOSH GUPTA) Address 401, Marvella, Mahagun Medene, Sec-78, Noida, U.P.</p> <p>2. Signature <i>Shivam Aggarwal</i> Name Shivam Aggarwal Address RLDA, New Delhi</p>

For SHREEMAT TEXWORTH PVT. LTD.

Vikram Jain

Authorised Signatory

Land detail is as under:

As per Jamabandi year 2021-2022 Khewat No. 1296 Khatuni No. 1801 Khasra No. 129 rakba 1849 Kanal 5 Marla in which 34761/1118796 Share i.e. 34761 Sq. Yards.

For SHREEMAT TEXWORTH PVT LTD

Vikram Jain
AUTHORISED SIGNATORY



Reg. No.

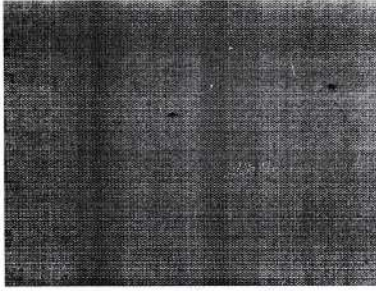
Reg. Year

Book No.

1167

2024-2025

1



पट्टा देने वाला



पट्टा लेने वाला



गवाह



उप/संयुक्त पंजीयन अधिकारी
सिरसा Joint-Sub-Registrar
Sirsa

पट्टा देने वाला :- Rail Land Development Authority Thru _____

पट्टा लेने वाला :- Madhav Jain Thru Shreemat Texworth Private
Limited _____

गवाह 1 :- दीपक _____

गवाह 2 :- राजेश कुमार _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1167 आज दिनांक 02-05-2024 को बही नं 1 जिल्द नं 751 के पृष्ठ नं 75.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 11450 के पृष्ठ संख्या 14 से 16 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 02-05-2024



उप/संयुक्त पंजीयन अधिकारी सिरसा
Joint-Sub-Registrar
Sirsa