



उत्तर प्रदेश UTTAR PRADESH

18AA 094551

LEASE DEED

This Deed of Lease is made on this 05th day of October 2012

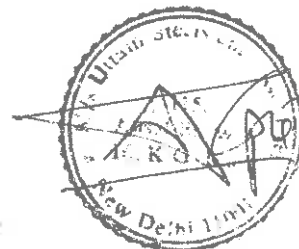
Between

BULANDSHAHAR DEVELOPMENT AUTHORITY, BULANDSHAHAR through its Vice Chairman (hereinafter referred to as the "Lessor" which expression shall, unless repugnant to the context, mean and include its administrators, successors and assigns) of the First Part,

And

M/s Uttam Steels & Associates (Consortium) a company incorporated under the Companies Act, 1956 having its Registered Office at 115, Ansal Bhawan, 16, KG Marg, New Delhi 110 001 (hereinafter referred to as the "Lessee" which expression shall, unless repugnant to the context mean and include its successors and assigns) of the Second Part.


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कम संख्या 47 रजिस्ट्रार विभाग की तिथि

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3-साल एंटीचार्ज एक्सामिनेट

(के.ए.सी.एम.एम.)

अंशुल भवन नदिनी

पट्टा विलेख 2,728,500.00 2,728,500.00 10,000.00 20 10,020.00 1,000

प्रतिफल

मालियत

आगत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री

मै0 उत्तम स्टील एन्ड एसो0 द्वारा दिनेश गुप्ता

पुत्र श्री

रमेश गुप्ता

व्यवसाय अन्य

निवासी

115 अंसल भवन 16 के0 जी0 मार्ग दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक 5/10/2012

समय

1:52PM

वजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ओ0 पी0 सिंह

उप निबन्धक दादरी

दादरी

निष्पादन लेखपत्र वाद मूने व समझने मजमून व प्राप्त धनगशि रू. प्रलेखानुसार उक्त

पट्टा दाता

मै0

पट्टा गृहीता

5/10/2012

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पुत्र श्री मुकुन्दलाल मित्रा

पेशा अन्य

निवासी बु0 वि0 प्रा0 जि0 बुलन्दशहर

श्री मै0 उत्तम स्टील एन्ड एसो0 द्वारा दिनेश गुप्ता

पुत्र श्री रमेश गुप्ता

पेशा अन्य

निवासी 115 अंसल भवन 16 के0 जी0 मार्ग दिल्ली

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री जितेन्द्र कुमार सिंह

पुत्र श्री आर0 वी0 सिंह

पेशा अन्य

निवासी 115 अंसल भवन 16 के0 जी0 मार्ग दिल्ली

व श्री ओ0 के0 शर्मा

पुत्र श्री वी0 पी0 शर्मा

पेशा अन्य

निवासी 115 अंसल भवन 16 के0 जी0 मार्ग दिल्ली

ने की

पत्राक्षर भद्र माक्षियों के निशान अंगुठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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दादरी

5/10/2012



उत्तर प्रदेश UTTAR PRADESH

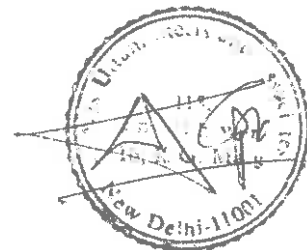
18AA 094552

WHEREAS: the Government of Uttar Pradesh (hereinafter referred to as "The Government") vide Commissioner/ Distt. Magistrate Gautam Budh Nagar, order No. 1645/एक-1/2009-5-1(35)2008-56 dated 16th September, 2009 and 2311/एक-1/2008-5-1(34)2008-54 dated 13th October, 2008 acquired/ceiling/resumed Public Utility and Gram Sabha Land measuring 8.349 Hect. (20.630 acres) and 1.281 Hect. (3.165 acres) respectively of Village Duttawali Tehsil Dadri District Gautam Budh Nagar the details which are given in Schedule-I hereto (hereinafter referred to as "The Land") for the purpose of Hi-Tech Township in Gautam Budh Nagar District, Uttar Pradesh.

AND WHEREAS the "Lessor, at the request of the Lessee vide Government Order No. 1645/एक-1/2009-5-1(35)2008-56 dated 16th September, 2009 and 2311/एक-1/2008-5-1(34)2008-54 dated 13th October, 2008 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs. 7,09,66,500 only for Public Utility and Rs. 1,08,88,500 only for Gram Sabha Land reserved hereinafter subject to the rights, restrictions and several covenants hereinafter expressed.

NOW THEREFORE THIS LEASE DEED WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:

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क्रम संख्या रजाम विक्रय की तिथि

रजाम क्रय करने का भागीदार ७२५

रजाम प्रेषित का भागीदार १

रजाम की राशि २०

किस प्रकार रजाम विक्रय किया गया

पट्टा दाता

रजाम क्रय करने की तिथि ३१-३-१३

Registration No.: 17724

Year : 2,012

Book No. : 1

कमाला प्रेस नं. ११० बु० नगर ८५५८५५५५

0101 बु० वि० प्रा० द्वारा एम०एल० मित्रा

मुकुन्दलाल मित्रा

बु० वि० प्रा० जि० बुलन्दशहर

अन्य



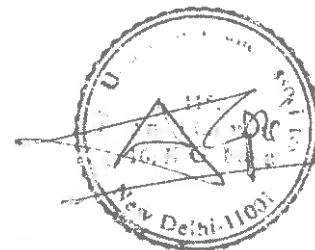


उत्तर प्रदेश UTTAR PRADESH

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1. The words and expressions used but not defined herein shall have the meaning assigned to them in the Memorandum of Understanding executed between the Vice Chairman, Bulandshahar Development Authority, Bulandshahar and M/S Uttam Steels and Associates (Consortium) dated 5th March, 2009 (hereinafter referred to as "MOU")
2. The Lessor is the lawful owner of land admeasuring 9.63 Hect. OR 23.795 Acres, situated in Village Duttawali, (the "LAND") and has valid right title and interest therein and is competent to lease the same to the Lessee. Detailed description of the LAND and a plan thereof (delineated and marked in red as shown in the MAP is attached hereto as SCHEDULE-I.
3. In consideration of the payment of the premium amount of LAND Rs. 8,18,55,000 (7,09,66,500 + 1,08,88,500) and lease rent of Rs. 27,28,500.00 hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-lease hereinafter contained, the Lessor doth hereby demise unto to the Lessee all the piece and parcel of the LAND, more particularly described in the SCHEDULE-I hereto for the development of Hi-Tech Township and associated facilities for as

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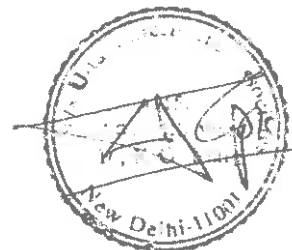
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- period of 90 years. This lease is executed for period of Thirty years can be renewed up to 90 year.
4. The lessee shall have right to get the lease converted into freehold on payment of conversion charges as per prevailing laws in the State after the completion of development works as specified in the Development Agreement.
 5. During the term of the lease, the Lessee shall pay to the Lessor Lease Rent of Rs. 27,28,500.00, for 9.63 hectare for 30 years in advance (the "Rent amount") commencing from the month of 20-07-2012. The Lessee has paid to the Lessor for 9.63 hectare of land falling in Village Duttawali of Tehsils Dadri Distt. Gautam Budh Nagar (U.P.) as per SCHEDULE-I which includes 9.63 hectare of the LAND, a premium amount of Rs. 8,18,55,000.00 towards resumption/ acquisition cost of the LAND through Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges.

Sl.No.	Pay Order No.	Date	Amount (Rs.)	Drawn on
1	797020	26-10-10	7,09,66,500	Punjab National Bank
2	797021	26-10-10	1,08,88,500	Punjab National Bank

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कमल चन्द रतन सिंह की निधि

रतन सिंह का नाम

रतन सिंह का नाम

रतन सिंह का नाम

कमल चन्द रतन सिंह

रतन सिंह का नाम

रतन सिंह का नाम

अधिकृत विक्रय करने का स्थान उध गिरावक

कार्यालय ग्रेटर नौडा, गी० बू० नगर



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18AA 094555

6. The Lessee shall have right to develop and use the LAND to develop, construct, operate and maintain the Hi-Tech Township and associated facilities in accordance with the provisions of the MOU and for no other purpose whatsoever.
7. The Lessee shall have right to mortgage, pledge or hypothecate the LAND and the assets created thereon to the financial institutions and other lenders for financial assistance.
8. The Lessor covenants and warrants that:
 - (a) The Lessor has the full right and authority to execute this Deed and to grant the lease of the LAND, and that the Lessee, upon payment of the rent and performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the LAND during the full term of this lease without any interruption, disturbance, claims or demands whatsoever by the Lessor or by any persons claiming for and on behalf of the Lessor as per the covenants and provisions of this Lease Deed. If it is found that the lessee has used the LAND for the purposes other than that for which has been provided to the lessee, the lessor shall have right to terminate the lease and the land shall vest

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क्रम संख्या..... स्टाभ विक्रय की तिथि.....

स्टाभ क्रय करने का क्रमांक.....

स्टाभ क्रय का नाम.....

स्टाभ क्रय का मूल्य.....

कमलेश चन्दर स्टाभ विक्रेता

वार्ड नं. 13

वार्ड नं. 13 की सीमा की अवधि 31-3-13

अधिकृत अधिकारी का स्थान उप निरीक्षक

कार्यालय ग्रेटर नोएडा, गीठ बूट नगर

अनुराधा

absolutely in the lessor and the lessor would not be liable to pay any compensation to the lessee.

- (b) The Lessor shall grant, transfer, convey and assure, from time to time, all its reversionary rights, lease rights and interests in respect of such part of the LAND as may be required by the Lessee/ Sub Lessees for the development of Hi Tech Township and associated works.
- (c) The Lessor hereby covenants that the Lessee shall enjoy quiet possession of the LAND without disturbance by it or its successors in interest or any person claiming title paramount thereto in any manner.
- (d) The Lessor warrants that the LAND is free from Encumbrances. Encumbrances means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.

9. The Lessee covenants and warrants that:

- (a) The Lessee shall follow all laws and bye-laws, rules, regulations and directions of Lessor and the local municipal or other authority now existing or hereinafter to exist.
- (b) The Lessee shall bear entire legal expenses of execution of this Lease Deed including registration charges.
- (c) The Lessee will permit the members, officers and subordinates of the Lessor and workmen and other persons employed by the Lessor at all reasonable time of the day with prior notice to enter into and upon the LAND in order to inspect the LAND and carry on necessary works.
- (d) The Lessee shall pay to the Lessor any dues towards resumption cost of the LAND remaining outstanding and payable as settled by Lessor without in any way affecting Lessee's legal rights of the LAND.

10. Notwithstanding anything contained in this Lease Deed or the MOU, the Government shall have full rights and title over all the mines and minerals, coal, gold washing, earth oils quarries in and under the LAND or any part thereof which have vested in the Government under section 6(a)(ii) of Uttar Pradesh



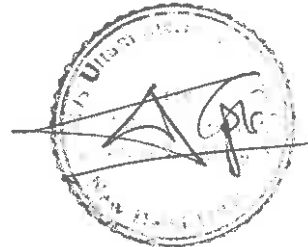
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Zamindari Abolition and Land Reforms Act, 1950 and such Government shall have right to do all acts and things which may be reasonably necessary or expedient for the purpose of searching, removing or enjoying the same, without affecting the Lessee's right to peaceful possession of the Land.

11. That the Lessor in consultation with the Lessee may make such amendments, additions and alterations or modifications in these terms and conditions as may be mutually agreed between Lessor and the Lessee with the prior approval of Housing and Urban Planning Department, Government of U.P.
12. If due to any FORCE MAJEURE or circumstances beyond Lessor's control, the Lessor is unable to deliver clear possession of LAND, entire money and other deposits made by the Lessee to the Lessor in regard to the subject land shall be refunded by the Lessor to Lessee.
13. That the Lessee shall keep the Lessor indemnified against any claims for damages which may be caused to any property belonging to the Lessor/ others in consequence of the execution of the works and also against claims for damages arising from the actions of the Lessee or his works and also against claims for damages arising from the actions of the Lessee or his workmen or representative which:
 - i. Injures or destroys any building or part thereof or other structure contiguous or adjacent to the LAND.
 - ii. Keeps the foundation, tunnels or other pits on the LAND open or exposed to weather causing any injury to any person or to contiguous or adjacent building; and
 - iii. Digs any pit near the foundation of any building thereby causing any injury or damages to such building or occupier thereof.
14. That the damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the Lessee.
15. Any relaxation or indulgence granted by the Lessor to the Lessee under this Lease Deed shall not in any way prejudice the legal rights of the Lessor.


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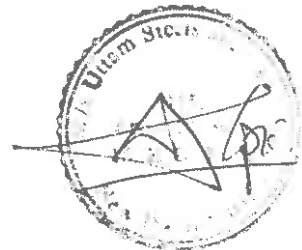
16. In the event of any dispute with regards to terms and conditions of the Lease Deed, the matter will be resolved amicably in terms of the provisions of the MOU.
17. That the power exercisable by the Lessor under and in accordance with the terms of Lease Deed may be exercised by such other officer as the Lessor may authorize in this behalf. A copy of such authorization shall be handed over by the Lessor to the Lessee immediately upon such authorization.
18. The lease hold rights can be terminated by the Lessor only within provisions of law and Lessor can enter upon the LAND on ground of breach of any terms and conditions of the Lease Deed only after giving appropriate prior notice to the Lessee.
19. In the event of any conflict between terms and conditions stipulated in the MOU and this Lease Deed those stipulated in the MOU shall prevail.
20. The LAND shall be for the purposes specified in the MOU only and the Lessee shall not be entitled to use the said land for any other purpose not intended under the MOU nor shall it be used for any purpose contrary to the purposes contained in the MOU.
21. The Lessor and the Lessee hereby agree that all notices hereunder to any Party hereto shall be delivered personally or sent by registered mail with acknowledgement due or facsimile to such Party at the address set forth below or such other address as any hereafter be designated in writing by such Party to the other Party. Notices delivered personally shall be deemed to have been received on the date of receipt; notice sent by registered mail shall be deemed to have been received on the tenth day following mailing; and notices sent by facsimile shall be deemed to have been received one (1) Business Day after transmission provided (i) receipt is verbally confirmed and (ii) an original copy is mailed promptly within five (5) Business Days thereafter:

(a) Notices to the Lessor, to:

(b) Notices to the Lessee, to:

All notices, orders and other documents required under the terms of the Lease or under (U.P. Act NO. 6 of 1976) or any rules or regulations made there under shall be deemed to be duly served as provided under section 43 of the U.P. Urban


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Planning and Development Act, 1973 as re-enacted and modified by the U.P. President's Act (re-enactment with modification) Act, 74 (U.P. Act No. 30 of 1974).

22. This Lease Deed shall be subject to the jurisdiction of District Court at **Gautam Budh Nagar** or the High Court of Judicature at **Allahabad**.

23. All arrears payable to Lessor shall be recoverable as arrear of land revenue without prejudice to its other rights under any other law for the time being in force, subject however to the terms of this Lease Deed.

24. That the lessee shall not make or attempt to make any alterations whatsoever, in the provisions of its memorandum and Articles of Associates without the prior written consent of the lessor. The expression "The Lessor" and "The Lessee" hereinafter used shall in the case of former includes his successors in office and in the case of the latter its successors and assignees.

SCHEDULE

DETAILS OF THE LAND

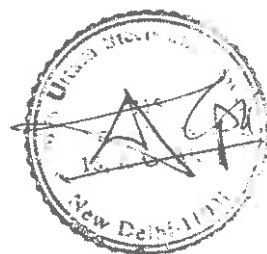
District	Pargana	Tehsil	Village	Khasra No.	Resumption Area (in Hec.)
1	2	3	4	5	6
Gautam Budh Nagar	Dadri	Dadri	Datawali	7	0.015
				9	0.028
				10	0.109
				22	0.190
				29	0.053
				33	0.117


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	36	0.068
	37	0.025
	38	0.174
	41	0.008
	42	0.004
	47	0.001
	48	0.001
	56	0.089
	57	0.225
	60	0.185
	61	0.078
	65	0.080
	66	0.019
	71	0.049
	72	0.024
	75	0.054
	78	0.020
	83	0.050
	84	0.013
	89	0.127
	94	0.089
	96	0.042
	101	0.038
	102	0.012
	105	0.024
	107	0.166
	109	0.019


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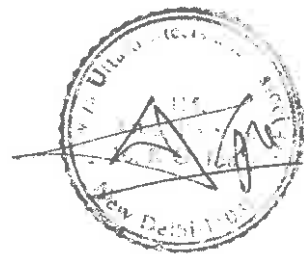
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	115	0.059
	119	0.032
	138	0.164
	139 m	0.060
	140	0.253
	141	0.025
	142	0.746
	143	0.126
	146	0.153
	153	0.133
	157	0.016
	158	0.016
	159	0.059
	166	0.042
	168	0.044
	172	0.034
	174	0.316
	179	0.057
	180	0.013
	183	0.022
	185	0.021
	190	0.215
	191	0.060
	192	0.077
	193	0.089
	194	0.013
	202	0.043



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	228	m	0.171
	229	m	0.189
	238		0.011
	239		0.22
	241		0.036
	242		0.017
	247		0.023
	249		0.011
	253		0.107
	256		0.046
	271	m	0.131
	273	m	0.086
	283		0.041
	284		0.023
	286		0.026
	287		0.037
	290		0.026
	296		0.102
	297	m	0.110
	299		0.013
	339	m	0.156
	348		0.038
	379	m	0.131
	380	m	0.050
	381	m	0.035
	382		0.035
	383		0.043



उपाध्यक्ष
बु० वि० प्रा०



				384	0.215
				385	0.078
				386	0.032
				398 m	0.045
				401	0.010
				410	0.073
				411	0.084
				417	0.086
				418	0.114
				424	0.468
				429	0.098
				430	0.035
				431	0.029
				432	0.076
				436	0.015
				438	0.006
				441	0.013
				444	0.049
				445	0.023
				Total In Hect.	8.349
				Total In Acre	20.630
District	Pargana	Tehsil	Village	Khasra No.	Resumption Area (in Hec.)
1	2	3	4	5	6

उपाध्यक्ष
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100

100

100

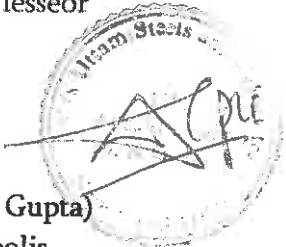
Gautam Budh Nagar	Dadri	Dadri	Datawali		
				108	0.127
				113	0.076
				116	0.126
				121	0.392
				124 Kha	0.126
				234 Kha	0.063
				425 m	0.371
				Total In Hect.	1.281
				Total In Acre	3.165

IN WITNESS WHEREOF THE Lessor and the Lessee have caused these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing.


For and on behalf of the lessee

For and on behalf of the lessor



उपाध्यक्ष
बु० वि० प्रा०


(Dinesh Chander Gupta)
V.P. (O) Megapolis

Witness: 1.


Jitender Kumar
S/O R. V. Singh
115 Ansul Bhowan
New Delhi-1

Witness: 1.


O.K. SHARMA
S/O Sh B.P. SHARMA
115 Ansul Bhowan
New Delhi



आज दिनांक 05/10/2012 को
वही सं. 1 जिल्द सं. 4735
पृष्ठ सं. 55 से 84 पर क्रमांक 17724
रजिस्ट्रीकृत किया गया ॥

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



ओ० पी० सिंह

उप निबन्धक दादरी

दादरी

5/10/2012