



उत्तर प्रदेश UTTAR PRADESH LEASE DEED

18AA 094546

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

Between

BULANDSHAHR DEVELOPMENT AUTHORITY, BULANDSHAHR 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,

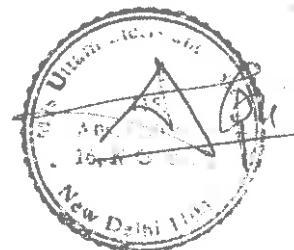
And

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.

WHEREAS: the Government of Uttar Pradesh (hereinafter referred to as "The Government") vide Commissioner/ Distt. Magistrate Gautam Budh Nagar, order No.

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7 SEP 2012

कम संख्या 2 स्टाम्प विक्रय की तिथि 05-09-2012
स्टाम्प क्रय करने का स्थान 92
स्टाम्प क्रय का नाम 20-09-2012
स्थान 20-09-2012

काम का नाम स्टाम्प विक्रेता

काम का नाम

संज्ञा संख्या 31-3-13

अधिकृत अधिकारी का नाम उप निबंधक पट्टा विलेख

4,303,833.00 नं. 4,303,833.00 नं. 10,000.00

प्रतिफल मालियत आयत वार्षिक किराया फीस रजिस्ट्री

श्री मैडम उत्तम स्टील एंड एसो द्वारा दिनेश गुप्ता

पुत्र श्री रमेश गुप्ता

व्यवसाय अन्य

निवासी स्थान 115 अंसल भवन 16 के 0 जी 0 मार्ग दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 5/10/2012 समय 1:49PM

वजे निबन्धन हेतु पेश किया।

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनगशि रु. प्रलेखानुसार उक्त

पट्टा दाता

श्री बु 0 वि 0 प्रा 0 द्वारा एम 0 एल 0 मित्रा

पुत्र श्री मुकुन्द लाल मित्रा

पेशा अन्य

निवासी बु 0 वि 0 प्रा 0 जि 0 बुलन्दशहर

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री जितेन्द्र कुमार सिंह

पुत्र श्री आर 0 वी 0 सिंह

पेशा अन्य

निवासी अंसल प्लाजा निकट परी चौक ग्रेटर नोएडा गौ 0 बुद्ध नगर

व श्री ओ 0 के 0 शर्मा

पुत्र श्री बी 0 पी 0 शर्मा

पेशा अन्य

निवासी 115 अंसल भवन 16 के 0 जी 0 मार्ग दिल्ली

ने की

पत्यक्षतः भद्र माक्षियों के निशान अंगुटे नियमानुसार लिये गये हैं।

उत्तम स्टील एंड एसोसिएट्स
(मेनोसोसिएट्स)

श्रीमल मल्ल मिश्रा



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ओ 0 पी 0 सिंह

उप निबन्धक दादरी

दादरी

5/10/2012

पट्टा गृहीता

श्री मैडम उत्तम स्टील एंड एसो द्वारा दिनेश गुप्ता

पुत्र श्री रमेश गुप्ता

पेशा अन्य

निवासी 115 अंसल भवन 16 के 0 जी 0 मार्ग दिल्ली



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ओ 0 पी 0 सिंह

उप निबन्धक दादरी

दादरी

5/10/2012



उत्तर प्रदेश UTTAR PRADESH

18AA 094547

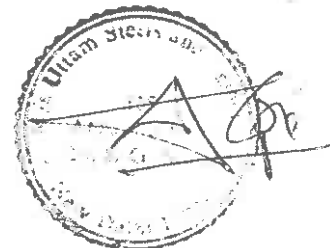
1645/एक-1/2009-5-1(35)2008-56 dated 16th September, 2009 and 2310/एक-1/2008-5-1(31)2008-51 dated 13th October, 2008 acquired/ceiling/resumed Public Utility and Gram Sabha Land measuring 10.329 Hect. (25.523 acres) and 4.861 Hect. (12.012 acres) respectively of Village Chamrawali Ramgarh Tehsil Dadri District Gautam Budh Nagar the details which are given in Schedule I hereto (hereinafter referred to as "The Land") for the purpose of Ili 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 2310/एक-1/2008-5-1(31)2008-51 dated 13th October, 2008 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs. 8,77,96,500.50 only for Public Utility and Rs. 4,13,18,500.00 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:

The words and expressions used but not defined herein shall have the meaning assigned to them in the Memorandum of Understanding executed between the

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कर्म संकेत 52 स्वाम्य विक्रय की शिष्टि
 स्वाम्य क्रय करने का प्रमाण *om*
 स्वाम्य क्रय का प्रमाण *20*
 स्वाम्य की शिष्टि *20*

कर्म संकेत स्वाम्य विक्रय

पददाता का पता 31-5-13
 अधिकृत अधिकारी का स्थान उप निबंधक
 कार्यालय नं० 1 नौ० 2012

पददाता

Registration No. नौ० 2012
2012

Year: 2,012

Book No. : 1

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मुकुन्द लाल मित्रा

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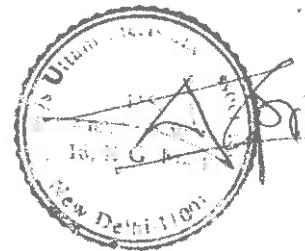


उत्तर प्रदेश UTTAR PRADESH

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- 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 15.190 Hect. OR 37.535 Acres, situated in Village Chamrawali Ramgarh, (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.12,91,15,000.50 (8,77,96,500.50 + 4,13,18,500.00) and lease rent of Rs.43,03,833.00 hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-lease hereinafter contained, the Lessor both 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 period of 90 years. This lease is executed for period of Thirty years can be renewed up to 90 years.


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कम संख्या.....
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स्थायी क्रम का भावना.....

पट्टा गृहीता

Registration No. : 17725

Year : 2,012

Book No. : 1

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115 अंसल भवन 16 के0 जी0 मार्ग दिल्ली

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18AA 094549

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. 43,03,833.00, for 15.19 hectare for 30 years in advance (the "Rent amount") commencing from the month of 17-01-2012. The Lessee has paid to the Lessor for 15.190 hectare of land falling in Chamrawali Ramgarh Village of Tehsil Dadri Dist. Gautam Budh Nagar (U.P.) as per SCHEDULE-I which includes 15.190 hectare of the LAND, a premium amount of Rs. 12,91,15,000.00 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	644195	22-12-09	4,13,18,500	31-12-09
2A	001821	29-12-09	4,00,00,000	09-01-10
2B	001820	29-12-09	8,77,96,500	09-01-10


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क्रम संख्या स्थान विक्रय की तिथि

स्थान क्रम करने की तिथि 07-1-

स्थान प्रस्ताव का नाम ग्राम पंचायत

स्थान की मात्रा 20 -

कार्यवाही संख्या स्थान विक्रय की तिथि

स्थान क्रम करने की तिथि

स्थान क्रम करने की तिथि 01-0-13

अधिकृत विक्रय करने का स्थान एवं निदेशक

कार्यालय ग्रेटर नोएडा, गौड बूट नगर

07/09/2012

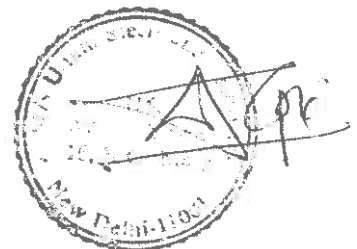


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6. The Lessee shall have right to develop and use the LAND to develop, construct, operate and maintain the Hi-Tech Township and associated facilities in accordance with the provisions of the MOU and for no other purpose whatsoever.
7. The Lessee shall 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


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संस्था का नाम
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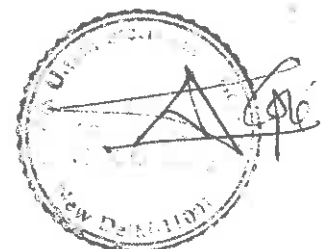
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lessee, the lessor shall have right to terminate the lease and the land shall vest absolutely in the lessor and the lessor would not be liable to pay any compensation to the lessee.

- (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


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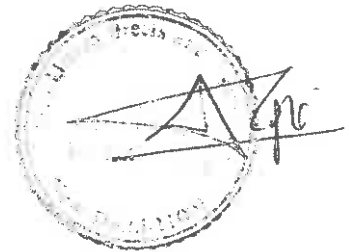
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which have vested in the Government under section-6(a)(ii) of Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950 and such Government shall have right to do all acts and things which may be reasonably necessary or expedient for the purpose 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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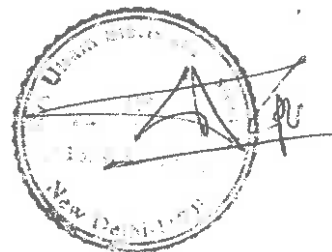
16. In the event of any dispute with regards to terms and conditions of the Lease Deed, the matter will be resolved amicably in terms of the provisions of the MOU.
17. That the power exercisable by the Lessor under and in accordance with the terms of Lease Deed may be exercised by such other officer 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).

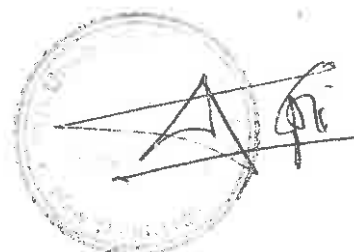
22. This Lease Deed shall be subject to the jurisdiction of District Court at **Gautam Budh Nagar** or the High Court of Judicature at **Allahabad**.
23. All arrears payable to Lessor shall be recoverable as arrear of land revenue without prejudice to its other rights under any other law for the time 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 Acre)
1	2	3	4	5	7
Gautam Budh Nagar	Dadri	Dadri	Chamrawali Ramgarh Public Utility Land	15	0.020
				18	0.015
				19	0.183
				32	0.237
				38	0.082
				40	0.415
				49	0.057
				54	0.062

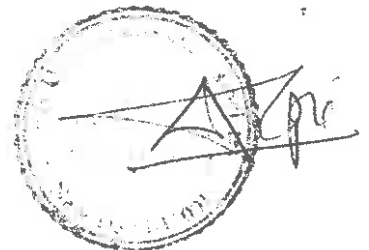

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				55	0.148
				59	0.175
				62	0.141
				63	0.151
				64	0.069
				65	0.151
				71	0.032
				73	0.072
				74	0.128
				78	0.170
				82	0.037
				86	0.030
				102	0.131
				105	0.049
				110	0.101
				116	0.556
				117	0.059
				122	0.101
				129	0.121
				131	0.067
				136	0.180
				139	1.001
				146	0.032
				151	0.227
				157	0.292
				169	0.230
				170	0.427
				173	0.082
				177	0.086
				179	0.104



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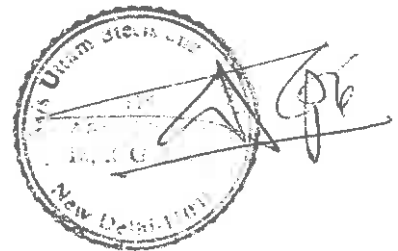
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				182	0.314
				184	0.025
				187	0.059
				190	0.049
				191	0.032
				193	0.044
				214	0.158
				216	0.625
				219	0.326
				220	0.203
				225	0.245
				226	0.086
				228	0.146
				231	0.040
				238	0.138
				239	0.230
				245	0.213
				246	0.057
				247	0.299
				250	0.059
				254	0.136
				259	0.650
				262	0.151
				264	0.057
				267	0.040
				269	0.121
				272	0.158
				283	0.625
				284	4.623
				304	0.101



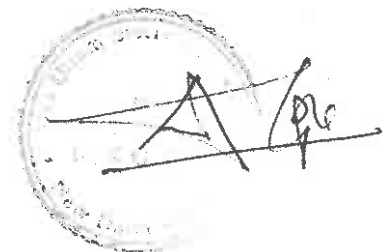
उपाध्यक्ष
बु० वि० प्रा०





				307	0.089
				308 m	0.062
				309 m	0.131
				310	0.059
				334 m	0.025
				339	0.128
				344	0.082
				353	0.035
				355	0.064
				358	0.069
				366	0.114
				374	0.062
				377	0.566
				380	0.133
				386	0.057
				390	0.121
				393	0.042
				397	0.035
				405	0.489
				413	0.378
				416	0.052
				419	0.096
				424	0.040
				428	0.072
				433	0.057
				440	0.022
				443	0.114
				446	0.437
				456	0.109
				461	0.297


 उपाध्यक्ष
 बु० वि० प्रा०



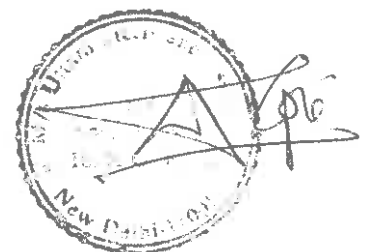
100



			471	0.331
			474	0.109
			480	0.062
			484	0.363
			487	0.101
			489 m	0.025
			493 m	0.741
			497 m	0.109
			513	0.022
			516	0.022
			519 m	0.494
			536	0.057
			538	0.012
			540	0.156
			541	0.079
			544	0.188
			548	0.082
			549	0.017
			553	0.044
			558	0.104
			583	0.126
			588	0.049
			590	0.126
			594	0.032
			596	0.109
			602	0.556
			608	0.156
			611	0.072
			614	0.069
			616	0.205




उपाध्यक्ष
बु० वि० प्रा०

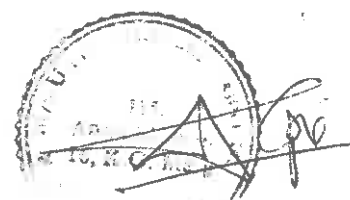


100



				618	0.054
				620	0.232
				622	0.163
				212/706	0.188
				Total Acre	25.523
				Total Hect.	10.329
Gautam Budh Nagar	Dadri	Dadri	Chamrawali Gram Sabha Land		
				2	0.311
				23 m	2.812
				88	0.062
				89 m	0.126
				93	0.126
				132	0.467
				141	0.376
				161	0.126
				212 m	0.232
				217	1.406
				244	0.672
				253	0.652
				565	1.438
				572	1.189
				493/709	1.001
				493/710	0.156
				514/711	0.220
				375/714	0.326
				34/715	0.314
				Total Acre	12.012
				Total Hect.	4.861


उपाध्यक्ष
बु० वि० प्रा०



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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
(M)

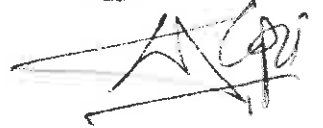
Witness: 1.

Alexander K. Singh
S/o Sh. R. V. Singh
115 Ansal Bhaun
New Delhi-1

2.



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



Witness: 1.

O.K. SHARMA
S/o Sh. B. P. Sharma
115, Ansal Bhaun
N. Delhi

2.



आज दिनांक 05/10/2012 को
वही सं 1 जिल्द सं 4735
पृष्ठ सं 85 से 114 पर क्रमांक 17725
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



ओ पी सिंह

उप निबन्धक दादरी

दादरी

5/10/2012