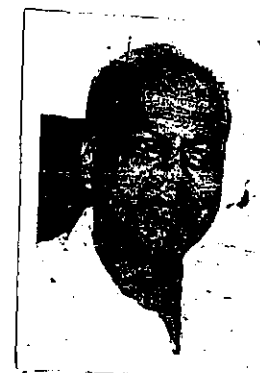


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Asstt. Law Officer  
Noida

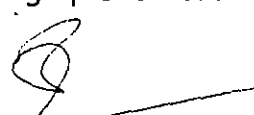


### LEASE DEED

This lease deed made on this 24<sup>th</sup> Day of **December** in the year **Two Thousand Seven** between **New Okhla Industrial Development Authority** a body corporate constituted under section 3 of the U.P. 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 **first part** and **M/s IVR PRIME IT. SEZ PRIVATE LIMITED**, a company formed and existing under the provisions of the companies Act 1956 having its registered office at **P-2, 1st Floor, Green Park Extension, New Delhi - 110 016, (India)** through its **Director Sh. Srinivasa Muttineni Rao S/o Sh. Muttineni Venkaiah R/O 2-2-12/2, Bindu Residency Flat No.101, B-59, DD Colony, New Nallakunta, Hyderabad - 500 007**, hereinafter called **Lessee** which expression shall unless the context does not so admit includes its successors, administrators, representatives and permitted assignees of the **other part**.

Whereas the demised plot (hereinafter described) for part of the land acquired by the Lessor for the purpose of setting up of an urban and industrial township.

*original  
handwritten  
to Mr. V. Srinivas  
25/12/07*

  
**Dr. Anil Kumar Saxena**  
Asstt. Law Officer  
Noida

For IVR PRIME IT. SEZ PRIVATE LIMITED



  
Director

Page-5, para (b) may  
be seen.

AND WHEREAS the lessor vide letter dated 13.11.2006 has allotted 1,00,000 Sq. mtrs of land in Sector-144, Noida to the lessee for Development of IT & IT Enabled Services on the detailed terms and conditions set out in the said allotment letter and the allottee is required to have lease deed of the allotted land signed and executed in their favour.

And Whereas the lessee is a special purpose company formed by **M/s IVRCL Infrastructures & Projects Limited and M/s Star Pleat Vincom (P) Ltd.**, and it has been represented to the lessor that they have agreed amongst themselves that **M/s IVRCL Infrastructures & Projects Limited**, shall always be the lead member till the completion of the project and the shall not be changed the share holding pattern of lessee till the completion of the project. The said MOU amongst the members has been registered with the Office of Sub-Registrar-III, Delhi on 02.11.2007. The **M/s IVR PRIME IT. SEZ PRIVATE LIMITED**, shall execute the projects and shall not allow any change in share holding and constitution in any circumstances.

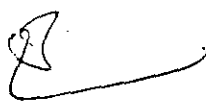
And the lessor has agreed to demise and the lessee has agreed to take on lease the demised plot on the terms and conditions hereinafter appearing for the purpose of construction and setting up a IT/ITES strictly accordance with the according to bye laws and building plans approved by the lessor on the terms and conditions hereafter contained.

AND WHEREAS the Government of U.P. vide G.O. No.KNO5-305/11-2005-500(136)2003 Dt. 19.01.2005, 3014/76-6-05/500(40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005 under the Industrial and Services Sector Investment Policy 2004 has granted exemption from payment of Stamp Duty and Registration Charges payable on execution of lease of land inter-alia for setting up IT & IT subject to compliance of the norms and standards set up by the concern Department of Govt. of U.P. dealing with the project of IT & Electronics;

AND WHEREAS the Department of IT & Electronics, Government of U.P., has issued on Order No.KNO5-305/11-2005-500(136)2003 Dt. 19.01.2005, 3014/76-6-05/500(40)/2000 dt. 19-12-05 & 2168/78-2-05/46 IT/2005 dated 30.12.05 and fixed the norms and standards for claiming exemption of Stamp Duty and the G.O. No.702/77-6-07-15M-05, dated 28-06-07 amending the G.O. dated 19.12.2005;

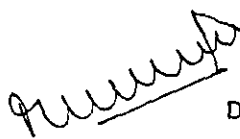
AND WHEREAS the allottee/lessee is desirous of obtaining the benefit of exemption from Stamp Duty and registration charges in respect of execution of lease deed of the allotted land.

For IVR PRIME IT. SEZ PRIVATE LIMITED

  
Dr. Anil Kumar Saxena

Asstt. Law Officer  
Noida

Page 2

  
Director

**NOW THE LEASE DEED WITNESSES AS FOLLOWS:**

- I(a) That in consideration of total premium of **Rs.38,25,00,000.00** (Rupees Thirty Eight Crore Twenty Five Lacs Only) towards the land premium calculated @ **Rs.3825.00** per sq. mtrs out of which 30% i.e. **Rs.11,47,50,000.00** (Rupees Eleven Crore Forty Seven Lacs Fifty Thousand Only) has been paid by the lessee to the lessor the receipt where of the lessor hereby acknowledges and balance **Rs.26,77,50,000.00** (Rupees Twenty Six Crore Seventy Seven Lacs Fifty Thousand Only) shall be paid to the lessor in (16) Sixteen Half yearly equal installment alongwith interest @ 11% per annum compounded half yearly as per the following:-

|                             |                   |                                    |
|-----------------------------|-------------------|------------------------------------|
| 1 <sup>st</sup> instalment  | Rs.1,67,34,375.00 | + Interest on or before 12.05.2007 |
| 2 <sup>nd</sup> instalment  | Rs.1,67,34,375.00 | + Interest on or before 12.11.2007 |
| 3 <sup>rd</sup> instalment  | Rs.1,67,34,375.00 | + Interest on or before 12.05.2008 |
| 4 <sup>th</sup> instalment  | Rs.1,67,34,375.00 | + Interest on or before 12.11.2008 |
| 5 <sup>th</sup> instalment  | Rs.1,67,34,375.00 | + Interest on or before 12.05.2009 |
| 6 <sup>th</sup> instalment  | Rs.1,67,34,375.00 | + Interest on or before 12.11.2009 |
| 7 <sup>th</sup> instalment  | Rs.1,67,34,375.00 | + Interest on or before 12.05.2010 |
| 8 <sup>th</sup> instalment  | Rs.1,67,34,375.00 | + Interest on or before 12.11.2010 |
| 9 <sup>th</sup> instalment  | Rs.1,67,34,375.00 | + Interest on or before 12.05.2011 |
| 10 <sup>th</sup> instalment | Rs.1,67,34,375.00 | + Interest on or before 12.11.2011 |
| 11 <sup>th</sup> instalment | Rs.1,67,34,375.00 | + Interest on or before 12.05.2012 |
| 12 <sup>th</sup> instalment | Rs.1,67,34,375.00 | + Interest on or before 12.11.2012 |
| 13 <sup>th</sup> instalment | Rs.1,67,34,375.00 | + Interest on or before 12.05.2013 |
| 14 <sup>th</sup> instalment | Rs.1,67,34,375.00 | + Interest on or before 12.11.2013 |
| 15 <sup>th</sup> instalment | Rs.1,67,34,375.00 | + Interest on or before 12.05.2014 |
| 16 <sup>th</sup> instalment | Rs.1,67,34,375.00 | + Interest on or before 12.11.2014 |

- (ii) In addition to the premium of plot annual lease rent @ 2.5% of the total premium would be payable in advance on or before 12.11.2007. The lease rent is payable from the DUE date intimated for execution of legal documents. The authority will be empowered to enhance the annual lease rent on expiry of every 10 years from the date of execution of the lease deed and/or possession whichever is earlier by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.

OR

The lessee has option to pay 11 years lease rent at the rate prevailing at the time of deposit as one time lease rent in lump sum.

Anil Kumar Saxena  
Asstt. Law Officer  
Noida

For IVR PRIME IT. SEZ PRIVATE LIMITED

Director

(iii) And the covenants set out in this lease deed and to be performed by the lessee:

The lessor hereby demises and leases unto the lessee the plot No. 05, Situated at Sector-144 in the New Okhla Industrial Development Area Distt. Gautam Budh Nagar U.P. contained by measurement of 100000.00 Sq.mtrs (One lac only) bounded as follows:

|              |                           |
|--------------|---------------------------|
| ON THE NORTH | 24.0 Meter wide road      |
| ON THE SOUTH | Plot No. 02, Sector - 144 |
| ON THE EAST  | Plot No. 04, Sector - 144 |
| ON THE WEST  | Plot No. 06, Sector - 144 |

And the lessee shall hold the demised plot with its appurtenances unto lease for the terms of 90 years commencing from actual date of execution of lease deed except and always reserving to the lessor the following:

- (a) A right to lay water mains drains, sewers or electric wires under / above the demised plot fit deemed necessary by the lessor in developing the same.
- (b) The right to all mines, minerals, coals, washing gold, earth oils, quarries, in over or under the plot and full right and power at any time to do all acts things which may be necessary or expedient for the purpose of searching, working and obtaining, removing and enjoining the same without proving or leaving any vertical support for the surface of the plot for the structure for the time standing thereon. Provided always that the lessor shall make reasonable compensation to the lessee for all damages directly occasioned by the exercise of such rights. The decision of the lessor shall be final and binding on the lessee as regards the quantum of compensation as aforesaid.
- (c) In the event the lessee fails to deposit any one or more of the installments with interest by the dates specified above, further interest on defaulted amount for delayed period shall be charged @ 14% per annum compounded every half yearly on the defaulted amount for the defaulted period.
- (d) In the event the lessee failed to deposit the lease rent on time interest @ 14% shall be charged on the defaulted amount for the defaulted period.

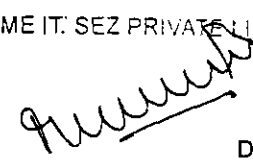
II. The lessee hereby unconditionally and unequivocally agrees that:

- (a) The lessee shall use the plot for the setting up of IT/ITES only and for no other project. No change in project is permissible for any reason whatsoever.

  
**Dr. Anil Kumar Saxena** Page 4  
Asstt. Law Officer  
NOIDA

For IVR PRIME IT, SEZ PRIVATE LIMITED.



  
Director

- (b) The lessee shall always ensure compliance with provisions of the SEZ act and the rules made there under by the Govt. of India and also every rules, direction or policy made or which may be made by the Government of Uttar Pradesh.
- (c) The lessee shall obtain all necessary permissions and clearance etc from the concerned Department/Authority as may be required according to Law, Rules and Regulations in force.
- (d) The lessee shall ensure full compliance with the conditions imposed in the No Objection Certificate issued by the U.P., Pollution Control Board and will work according to the pollution control laws in force from time to time.
- (e) Strict compliance of the provision relating to fire safety shall be observed by the lessee and, necessary approval shall be obtained from the competent authority by the lessee.
- (f) The allottee will comply with all the terms and conditions pertaining to the supply of water and drainage/sewerage facilities provided by the Authority.
- (g) The plot is allotted and leased on 'As is where is basis'.
- (h) The lessee shall have to make sufficient provisions for parking within the leased plot itself in accordance with the provisions of Noida Parking Direction, 1999 as amended from time to time.
- (i) The lessee/occupant shall be liable to pay all the rates, levies taxes, charges and assessment of every description and by whatever name called in respect of the demised plot and / or building constructed thereon assessed or imposed from time to time by lessor and / or any other authority or the state or the central Govt. all arrears in respect of the aforesaid which are payable to the lessor shall constitute a charge over the demised plot and shall be recovered as arrears of land revenue.
- (j) The lessee or any person claiming interest through the lessee shall not display or exhibit any picture, posters, statutes, and other articles, which are repugnant to the morals and / or are indecent or not in public interest. The lessee shall not display or exhibit any advertisement in any part of the exterior wall of the building.

Dr. Anil Kumar Sarana  
Asstt. Law Officer  
Noida Page 5

For IVR PRIME IT, SEZ PRIVATE LIMITED



*[Signature]*  
Director

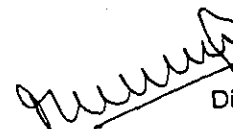
- (k) That the lessee shall obey and submit to all the directions or regulations made by the lessor now existing or hereafter to exist whether relating to use or occupation of the demised plot or to the health, safety or affecting the convenience of the other inhabitants of the surrounding area.
- (l) The lessee shall at their own cost construct a building on the demised plot as per floor area ratio (FAR) as applicable in accordance with the prescribed bye laws the sanctioned plan and building regulation or as per present bye-laws. A Maximum of 30% Ground Coverage and a total <sup>150</sup> is permissible 75% area of total FAR would be permitted for IT/ITES and remaining 25% would be permitted for Institutional Facilities / Residential / Commercial with a further the condition that not more than 10% of total FAR would be permitted for residential use. The commercial use also would not be permitted of more than 10% of total FAR. Maximum of 5% of maximum permitted FAR be allowed to be used as facilities.]

The lessee may be allowed to rent out the space as per requirement of IT/ITES for boosting the private STPs/IT Park in the filed of IT. But before doing so prior written permission from the lessor shall have to be obtained by the lessee by which the eligibility of tenant may be fixed.

The institutional facilities permissible in the area of IT/ITES & STP/services are as follows:

1. Waiting and transit areas.
2. Areas designated for public utilities.
3. Travel services
4. Telephone exchange
5. Electric Sub-station
6. Water works
7. Export related facilities
8. Canteen / Restaurant
9. Creche & day care centre
10. Operations and maintenance by specialized agencies.
11. Training centre and library
12. Health club and gym for users/residents of IT industries and it enabled services.
13. Games/Entertainment room for users/residents of IT industries and IT enabled services
14. Banking and financial services
15. Business and financial services
16. Business centre/conference facilities

For IVR PRIME IT. SEZ PRIVATE LIMITED

  
Director

  
**Dr. Anil Kumar Saxena**  
Asstt. Law Officer Page 6  
NOIDA

- 17. Shops
- 18. Open eating kiosks

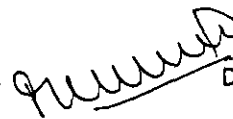
- (m) The building shall have to be constructed by lessee as per building regulations and directions and bye laws of the Authority. It shall be the responsibility of the lessee to get the allotted plot inspected by the authorized officer appointed by the lessor. The lessee shall write/contact the building cell department of the lessor first during the time of construction of the basement and second after completion of the plinth, third after completion of lintel level.
- (n) The lessee shall not make any unauthorized construction on the plot and if any unauthorized construction is found on the demised plot then the same shall be removed/demolished by the lessor at the risk, cost and the responsibility of the lessee. It shall be treated as breach of terms and conditions of building by laws and lease deed.
- (o) The lessee undertakes to abide by and fulfill all the norms and standards set out by the Department of IT & Electronics, Government of U.P for the setting up of the project of IT and IT Enabled services.
- (p) The lessee shall complete the construction and obtain occupancy certificate from the building cell department within the validity period of the approved building plans and put the same in operation as per schedule set out hereunder. The lessee unequivocally agrees that in view of the fact that they are availing the benefit of exemption of payment of stamp duty and registration charges in the respect of this lease deed, the period within which construction is to commence and the completed shall stand confined to the period as prescribed by the said G.O.No. KNO5-305/11-2005-500(136)2003 Dt. 19.1.2005, 3014/76-6-05/500(40)/2000 dt. 19-12-05 & 2168/78-2-05/46 IT/2005 dated. 30.12.05 Accordingly, the lessee shall obtain approval of Development plan within 18 months from the date of registration of Lease Deed from the concerned department of the lessor and complete construction 40% of the total permissible covered area on the allotted plot within 3 years from the date of handing over of possession AND shall have to complete whole construction within five years from the date of handing over of possession. The lessee has been made aware of and unconditionally agrees that since exemption from payment of stamp duty and registration charges is being availed of no extension of time for completion of the project as per schedule prescribed by the aforesaid GOs is permissible.
- (q) The lessee further agrees that in the event the lessee is unable to adhere to the time schedule set out above and is desirous of extension then in that event,

For IVR-PRIME IT, SEZ PRIVATE LIMITED

  
Dr. Anil Kumar Saxena  
Asstt. Law Officer  
NOIDA

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Director

while claiming extension they shall have to pay stamp duty and registration charges together with interest @ 18% from the date of execution of the lease deed till actual date of payment. Extension may be granted in exceptional circumstances by the lessor on such terms and conditions as the lessor may prescribe, including but not limited to payment of extension charges at the rate of 4% of the premium for each year of extension and payable on prorated monthly basis. The rate of extension charges may be revised from time to time and the revised rate would be binding on the lessee. In the event of extension not being granted, cancellation may be affected and the lease deed revoked. In such event, forfeiture of the premium and the lease rent paid may be affected in accordance with the policy of the lessor in vogue on the date of cancellation as aforesaid.

- (r) The lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the department of IT & Electronics, Government of U.P for the setting up of the project of IT and IT Enabled services and non adherence to the time frame for setting up of the project and making it functional or in the event of non adherence of the terms and conditions of allotment or this lease deed, they shall be liable to pay to the state, the amount equivalent to the stamp duty and registration charges along with interest thereon @ 18% per annum for 5 years period in terms of the G.O.No. KNO5-305/11-2005-500(136)2003 Dt. 19.1.2005, 3014/76-6-05/500(40)/2000 dt. 19-12-05 & 2168/78-2-05/46 IT/2005 dated. 30.12.05. The lessee shall be liable to make payment of the aforesaid amount immediately on demand and without demur upon and mere notice in writing from lessor that the lessee has breached the terms and conditions of allotment including the norms and standards set out by the Department of IT & Electronics, Govt. U.P. as enumerated above, or has delayed the implementation of the project with the stipulated period. The lessor shall be sole judge of the genuineness of the demand so made and the default/breach committed by the allottee/lessee.
- (s) That the lessee will keep the demised plot and building therein at all time in a state of good and substantial repairs and in sanitary condition to the satisfaction of the lessor.
- (t) The lessee shall not make or permit to make any alteration in or in addition to the building erected in terms of clauses (k) to (m) herein above of this article on the demised plot without the prior permission in writing of the lessor and except in accordance with terms of plan, approved by the lessor or any officer authorized by the lessor or if such authorized officer requiring it to correct such

Dr. Anil Kumar Saxena  
Asstt. Law Officer  
NOIDA

For IVR PRIME IT. SEZ PRIVATE LIMITED



*[Handwritten Signature]*  
Director



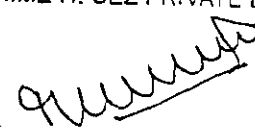
deviations as aforesaid shall correct in and if lessee shall neglect to correct such deviations within a period of a calendar month after the receipt of such notice to be corrected at the expenses of the lessee which expenses the lessee hereby agrees to reimburse by paying to the lessor such amount as decided by the lessor whose decision shall be final.

- (u) That the lessee shall use the demise plot only for the construction IT/ITES according to the plan approved by the lessor and in accordance with the building regulations and directions formulated under the provision of U.P. Industrial Area Development ACT 1976 and for no other purpose without prior written consent of the lessor and subject to such terms & conditions as the lessor may impose and the lessee will not do or suffer to be done on demised plot or any part thereof anything which may create a nuisance, damage or cause annoyance or inconvenience to the lessor or the owner or occupier of the plot in the neighborhood provided that the part of the building so constructed may be used by the lessee for the normal watch and ward staff provided that such accommodation shall be commensurate with the need.
- (v) No change in constitution of the lessee is permissible till the time of completion of the project. The lessee is a special purpose company formed for the execution and completion of project. The lessee covenants that it has been agreed upon that by M/s. IVRCL Infrastructures & Projects Ltd., shall always be the lead member till the completion of project and it has been further agreed amongst the companies that share holders shall not be changed till the completion of the project. And the MOU between the aforesaid consortium members has been registered with the office of sub-Registrar-III, Delhi on 2.11.2007
- (w) As per terms and conditions as mentioned in the memorandum of understanding between the M/s IVRCL Infrastructures & Projects Ltd., applicant company and M/s Star Pleat Vincom Pvt. Ltd., on 26.10.2007 and Registered on 02.11.2007, as per terms and conditions laid down in evaluation of proposal the applicant company i.e. M/s IVRCL Infrastructures & Projects Ltd., on whose request the allotment is made in favour of special purpose company (SPC) M/s IVR Prime IT SEZ Pvt. Ltd., shall be solely responsible for the implementation of projects and also abide by the terms and conditions of allotment letter dt. 13.11.2006 and also abide by the policy framed by the state government / central Govt./ Lessor in respect of IT/ITES projects and any other direction issued by state Government/ Central Govt./ Lessor in this regard.

For IVR PRIME IT. SEZ PRIVATE LIMITED

  
Dr. Anil Kumar Saxena  
Asstt. Law Officer  
NOIDA

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Director

- (x) In the event the lessee is desirous of effecting change in constitution after the completion of the project the lessee shall pay proportionate transfer charges @ ten per cent of the prevailing rate of allotment as on the date of transfer. All cost and expenses arising out of execution of instruments, including preparation, stamping and registration of transfer deed shall be borne by the lessee. The lessee/ transferee shall be liable to pay all other taxes duties, if any chargeable by any other government authority.
- (y) The lessee shall not be permitted to transfer the demised plot before making the unit functional and building constructed thereupon. However at the discretion of CEO, the transfer may be permitted after making the unit functional and building constructed thereupon the such terms and conditions as the lessor may impose including but not limited to levy of transfer charges as prevailing at that time of transfer charges shall be paid to the lessor. At present, the transfer charges are 10% of the prevailing rate of allotment on the date of transfer of the plot. However, the rate of transfer charges is liable to be revised upwards by the CEO of the lessor or any person authorized by him in this regard, Upon transfer, the extension charges, if paid by the lessor are neither refundable nr adjustable, Any action or purported action done by the lessee for transfer of the plot without prior written permission of the lessor shall be deemed to be null and void, abolition,. The decision of chairman/ chief Executive Officer for all purpose will be final and binding on the lessee.
- (z) The lessee shall not assign, relinquish sublet, transfer or part with the possession of any portion of the demised plot and or create third party right and building thereon except with prior written permission of the lessor, in the event,. Any permission for transfer, assignment, mortgage or thereon or for both is being granted by the lessor, then the same shall be subject to such terms and conditions transferee, Assignee or mortgagee, tenant shall be bound by all the terms and conditions of the is lease deed and the answerable to the lessor in all respects thereof.

Provided always that the lessee or transferee or permitted assignee, relinquish, mortgage, sublet or transfer the demised plot and building thereon, as a whole the said terms after prior and written permission of the lessor and it will deliver at its own expense to the lessor or at the lessor officer attested copy of the assignment, relinquishment, mortgage, subletting or transfer deed together with notice thereof within a month after the same shall have been duly registered under the Indian Registration Act. Or any other law relating to the such registration and for the time being in force.

For IVR PRIME IT. SEZ PRIVATE LIMITED

  
Dr. Anil Kumar Saxena  
Asstt. Law Officer  
Page 10  
NOIDA

  
Director

- (aa) The lessee shall not cause any sub – division of the demised plot thereof.
- (bb) The Lessee will have in house vehicle parking with in the demised plot.
- (cc) Notwithstanding anything, contained in the clause herein above the lessee may, with the previous permission of the Lessor mortgage the demised plot to any government organization or any government recognized institution for raising loans for purposes of construction of the building/ functioning of the institution subject to such charges and terms & conditions as decided by the lessor at the time of granting the permission the first charges shall be of the lessor on the property.

The mortgage permission will be given in case the allotment has not been cancelled and the time limit for making the plot functional still exists, mortgage is permitted only in case where the institution is financed/ assisted by Govt. financial Institution/ Scheduled bank and Pvt. Financial Institution/ Leasing companies approved by RBI. However permission for collateral security would only be granted in Case where the institutional premises have already been declared functioned by the Authority.

A processing of Rs.1,000/- (Rupees One Thousand Only) would be charged for granting permission for mortgage.

For grant of Mortgage/ Collateral permission. It is binding that the lessee/ leading Institution/ Bank clear all the dues and 100% premium of the plot along with interest, if any.

Lending Institution must give an undertaking to this effect that 100% payment has already been made to NOIDA by the concerned institutional/ allottee(s). In such cases NO DUES CERTIFICATE ISSUED by Sr. FAO (Institutions), NOIDA shall have to be enclosed.

Any further charge on the institutional Property in favour of another financial Institution is issued only by the institution in whose favour the institutional property is already mortgaged. However the first charge on the demised plot shall always be of the lessor.

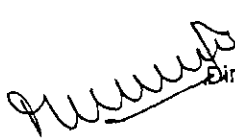
In case of mortgage the Authority will have the first charge towards, the transfer charges, extension charge, lease rent, interest and any other dues, taxes charges etc., payable to the lessor from time to time.

For IVR PRIME IT. SEZ PRIVATE LIMITED

  
Dr. Anil Kumar Saxena

Asstt. Law Officer Page 11

NOIDA

  
  
Director

It is agreed that in the event of the sale or foreclosure of the mortgaged or charged property, the lessor would be entitled to claim and recover such percentage as may be decided by the lessor, or the unearned increase in the value of the said land as aforesaid and the amount of lessor share of the said unearned increase would constitute first charge having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land would be final and binding on all the parties concerned.

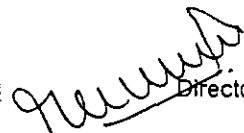
Provided further that lessor would have the preemptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of unearned increase as aforesaid, the lessor's right to the recover of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before would apply equally to involuntary sale or Transfer in by or through execution of decree of insolvency court.

- (dd) That the lessee shall permit the member, officers and sub ordinates of the lessor and workers and other persons employed by the lessor from time to time and at all reasonable time of the day, with prior intimation to enter into and upon the demised plot and building to be erected thereon in order to inspect the same and carry on necessary works mentioned before and lessee will notice of the provision of this sub clause to his/ her / their/ its tenants.
- (ee) That the lessee shall not erect or permit to be erected on any part of the demised plot any stables sheds or other structure of descriptions whatsoever for keeping horse cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- (ff) The lessee shall keep the lessor indemnified against any or all claims for damages which may be caused to any property belonging to lessee/ others in consequence of the execution of the aforesaid works as specified below or otherwise and also against claims for damages of the lessee or his workman or representative for.
  - i) Injures or destroys any building or part thereof or other structured continuous or adjacent to the demised premises.
  - ii) Keep the foundation, tunnels or other pits on the demised premises open or exposed to weather causing any injury to continues or adjacent building or
  - iii) Digs any pits near the foundation of any building thereby causing any injury or damage to such building.

For IVR PRIME IT. SEZ PRIVATE LIMITED

  
Dr. Anil Kumar SaxenaPage 12  
Asst. Law Officer  
NOIDA



  
Director

The damages under sub-clause (a) above shall be assessed by the lessor whose decision as to the extent of injury or damage or the amount payable shall be final and binding on the lessee.

(gg) The terms and conditions of allotment, institutional policy and building bye-laws shall be binding upon the lessee.

(iii) IT IS FURTHER AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE THAT:

(a) That if it is found that the allotment or the lease has been obtained by suppression of any fact or misrepresentation, mis-statement or fraud or if there has been, in the opinion of the lessor, any conditions of the building rules framed by the lessor or violate any terms of the lease deed the lease may be determined and the entire money paid by the lessee will be forfeited and the possession of the demised plot and the structure raised thereon, unless removed by the lessee within the time specified in the notice by the lessor, may be taken over by the lessor and lessee will shall not be entitled to any compensation.

(b) If the lessee does not abide by the or violate the building bye-laws or any other Rules framed or directions issued by the lessor the lease may be determined by the lessor and the possession of the demised premises may be taken over by the lessor followed by forfeiture of deposits as per prevailing policy.

(c) That the lessee shall not exercise its option of determining the lease nor hold the lessor responsible to the good the damage if any from fire, tempest, flood, army mob or any other irresistible force and material part of the demised plot is wholly or partially destroyed or rendered substantially or permanently unfit for building purposes.

(d) Notwithstanding any thing contained herein above, if in the opinion of the lessor (whose decision shall be final and binding) any breach or violation of terms and conditions of the registration/allotment/lease deed or non deposit of dues & any of the covenants/conditions herein before contained and is to be observed and performed and in particular and without prejudice to the generality of the sub-clause if lessee transfer(s) assign(s), relinquish(s) or mortgage(s) the whole of the demised premises before construction of a building on its part as herein before provided within the period mentioned above or if the lessee or the persons in whom the right is hereby created are adjudged insolvent. It shall be lawful for the Lessor, without prejudice to any other action, to re-enter the

For IVR PRIME IT. SEZ PRIVATE LIMITED

Dr

Dr. [Signature] Azena

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[Signature] Director

demised plot or any part thereof and determine this lease and forfeit the amount as per rules and thereupon.

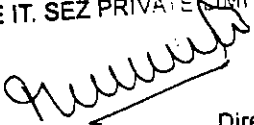
- (d) If at any time of re-entering the demised plot shall not have been occupied by nor any building constructed by Lessee the Lessor may re-allot the demised plot and refund the payment if any after making adjustment as required without deducting arrears of lease/interest/extension/charges and other charges as per rules.
- (e) If at any time-entering the demised plot shall not have been occupied by any building constructed by the lessee, thereon, the Lessee shall with in a period of three months from the date of re-entry remove from the demised plot all erection of building fixtures and thing which at any time and during the said terms shall be affixed or get upon the demised plot and leave the same in a good conditions as it was on the date of demise, and default of the same shall become the property of the Lessor without payment of any compensation to the Lessee for the land and building structure and things therein within the Lessee may be paid such amount as may workout in accordance with the principle given in the sub-clause (ii) above, provided that the Lessor may at its option agree to purchase from the Lessee his interest in the demised plot.
- (f) Any loss suffered by the lessor on a fresh grant of the demised plot breaches of condition as a aforesaid on part of Lessee for or any person claiming through or under his shall be recovered by the Lessor.
- (g) The lessee can surrender the lease plot in favour of the lessee unless the lease has been determined by the lessor. The request for surrender must be made in writing and should also be accompanied with certified copy of the Board Resolution deciding the surrender and authorizing the particular signatory to make application for the said purpose. A registered surrender deed shall have to be executed in favour of the lessee shall also have to be returned to the lessee.

The entire deposit made to the lessor as premium and interest towards the premium of the plot would be refunded by the lessor subject to forfeited of the Rs.10,000/- against the premium, and all deposits made under the revenue heads 9 excluding interest against the premium would be forfeited along with due lease rent till the date of repossession of the plot by the lessor.

  
Dr. Anil Kumar Saxena  
Asstt. Law Officer  
NOIDA

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For ITR PRIME IT. SEZ PRIVATE LIMITED

  
Director

- (h) All notice, order or other documents required under the terms of the lease or under U.P. Act No.6 of 1976 or any rule or regulation made thereunder shall be deemed to be duly served as provided under section - 43 of U.P. Urban Planning and Development Act, 1973 as re-enacted and notified by U.P. Residents Act 1974 (Act No.30 of 1974) re-enacted with modification.
- (i) The provision of U.P. Industrial Area Development Act, 1976 and as all rules and regulations framed under the said Act or any direction issued there under shall be binding on the Lessee and his/her/their successor.
- (j) All power exercisable by the Lessor under this lease may be exercised by Chairman/CEO of the lessor. The Chairman/CEO may also delegate/authorize any of its officers to exercise all or any of the powers exercisable by the lessor.
- (k) Any inaction, relaxation or concession whatsoever granted by the lessor to the lessee shall not constitute a condition of the breach of the terms and conditions of this lease deed nor constitute a waiver of the rights of the lessor to take action against the lessee for such breach of the terms and conditions including for determination of the lease deed and resumption of site.
- (l) Any dispute whatsoever arising out of the terms and conditions of this lease deed or the scope and interpretation thereof shall be subject to the jurisdiction of Civil Courts at Gautam Budh Nagar or High Court of Judicature at Allahabad.
- (m) The lessor reserves the right to make such amendments, additions alterations or modifications, in terms and conditions of the lease from time to time as he may consider just and reasonable. In case of any dispute in the interpretation of any word or terms and conditions of the allotment/lease, the decision of the Chief Executive Officer of the lessor or any officer authorized by Chief Executive shall be final and binding on the lessee. This lease deed is being executed on the basis of understanding between Lessor and Lessee regarding the status of allotted plot. The lessee will abide by the decision of the lessor in this regard.
- (n) The terms and conditions of brochure undertaking dt. 7/10/2 and the allotment letter dated 13-11-2006 shall be binding on Lessee.
- (o) That in employing a skilled or unskilled labour for on the demised premises the lessee shall employ 10% employee out of total labour force from the families whose land has been acquired for the purpose of the said Industrial Area.

For IVR PRIME IT. SEZ PRIME LIMITED

Dr. Anil Kumar Saxena  
Asst. Law Officer  
NCIDA



*[Handwritten Signature]*

Director

xvii) नोएडा द्वारा जनहित में अथवा अपने प्रयोगार्थ किसी भी आवंटित सम्पत्ति को आंशिक/पूर्ण वापिस लेने का पूर्ण अधिकार रहेगा तथा तत्समय की प्राधिकारण की दर से धनराशि दी जायेगी सम्बन्धित सम्पत्ति पर यदि निर्माण हुआ हो तो नोएडा द्वारा आकलन के अनुरूप धनराशि दी जायेगी।

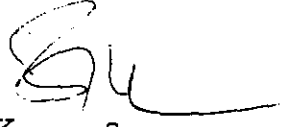
viii) नोएडा द्वारा सम्पत्ति से सम्बन्धित विवरण आदि कभी भी मांगा जा सकता है जिसे देने के लिए वे बाध्य होंगे।

IN TESTIMONY WHEREOF THE PARTIES HERE TO HAVE SET THEIR HANDS AND SEAL ON THE DAY AND MONTH AND IN THE YEAR HEREIN ABOVE WRITTEN.

**WITNESSES :**

1. Signature

Name : Pramod Kumar Srivastava  
Father Name : Late.Sh. R.P. Srivastava  
Address : RZ-65, Khushi Ram Park,  
Om Vihar Uttam Nagar, New Delhi -51

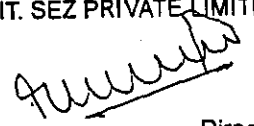
  
Dr. Anil Kumar Saxena  
Asstt. Commr.  
Noida  
**THE LESSOR**

2. Signature

Name : N.S. Reddy  
Father Name : N. Ramabrahmam  
Address: A- 037, Telecom city, Sector -62,  
Noida.

For IVR PRIME IT. SEZ PRIVATE LIMITED



  
Director  
**THE LESSEE**



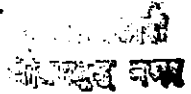
## LEASE DEED

This First lease deed is being executed with M/S IVR Prime IT.SEZ Private Limited for plot no. 5 Sector 144 measuring 1,00,000 sq. metres situated in New Okhla Industrial Development Area under the Industrial & Service Sector Investment Policy 2004 of the state Govt. for the purpose of establishment of Information Technology & Information Technology Enabled Services as mentioned in paragraph 4.2.3. of column 2 of the schedule of notification no. K.N. 5-305/11-2005-500 (135)/ 2003 Lucknow dated 19 January 2005, which provides for exemption from stamp duty for establishment of IT/ ITES industries. This ~~lease deed~~ is exempt from payment of stamp duty under the said notification and for the purpose mentioned therein. The immovable property allotted in favour of the allottee shall not be used for any purpose other than the purpose mentioned in the said policy.

## CERTIFICATE

It is certified that this first lease deed is being executed in favour of the lessee under the Industrial & Service Sector Investment Policy 2004 of the state Govt. of U.P.. The immovable property so leased out shall have to be used for the purpose of setting IT/ITES unit only and not for any other purpose, as described in the said policy and above mentioned notification dated 19.01.2005.

  
(Shrawan Kumar Sharma)  
Collector/District Magistrate  
Gautam Buddha Nagar  
(As a witness)



NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY  
INDUSTRIAL DEPARTMENT

No. 1622 /Noida/Dy.G.M(Industrial)  
Dated 28-12-07

Possession Order  
For Handing Over the  
Possession

Project Engineer  
NOIA

Subject: Possession order of <sup>Industrial</sup> Plot No. 05 Block No. — Sector 144  
Measuring 1.00,000 = 00 Sq. Mtr.

1. One <sup>Industrial</sup> Plot No. 05 Block No. — in Sector 144 Noida was allotted to M/s IVR Prime IT SEZ Private Limited having its regd. office at P-2, 1st Floor, Green Park Extension N Delhi Through its Director Sh. S.M. Rao to Sh. M. Venkiah No. 2-2-12/2 Bindu Hyderabad
2. Residency Plot No. B-59, 00 Colony, New Malakunta Hyderabad with reference to his application bearing registration No. 12006
3. The lease deed of the plot has been executed on 7.12.07
4. Possession of the above mentioned plot may kindly be handed over to M/s/Sh. IVR Prime IT SEZ Private Limited whose signature and photograph duly attested are given on the enclosed paper within fifteen days from the date of issue of his letter i.e. on or before 7.1.08
5. It is requested that one copy of the possession certificate alongwith the site plan and other necessary papers bearing the signature of the person taking over the possession and signature of the concerned JE/Ape may kindly be sent to this office of the undersigned & one copy directed to A.O. (IAA) within seven days of timely necessary action.

ENCL: As above

Assistant Law Officer

Copy: for information and necessary action to:

✓ SH M/s IVR Prime IT SEZ Private Limited

with the request that the possession of the plot may be taken over within fifteen days from the date of issue of this letter i.e. by 7.01-08 for this, you may please contact Project Engineer. In case you fail to take over the possession within the stipulated period the allotment of the plot made in your favour may be cancelled.

Dr. Asif Khatun  
Assistant Law Officer  
NOIDA

Original  
handover  
to Mr. Venkiah  
Room  
28/12