



उत्तर प्रदेश UTTAR PRADESH

18AA 094541

## LEASE DEED

This Deed of Lease is made on this 05<sup>th</sup> day of October 2012

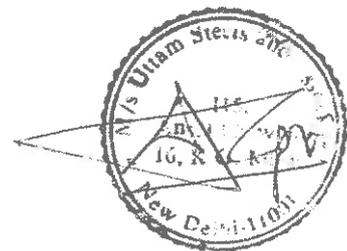
Between

BULANDBAHAR DEVELOPMENT AUTHORITY, BULANDBAHAR 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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7 SEP

क्रमांक 57  
पट्टा नम्बर 20

उत्तम स्टील एन्ड एसो (प्रा. लि.)

(म-नौराफिल)

अपना मकान विक्री

पट्टा विलेख  
पट्टा नम्बर 10,000.00

4,665,933.00 4,665,933.00 20 10,020.00 1,000

प्रतिफल मालियत आमत 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 स्थायी 115 अंसल भवन 16 के0जी0मार्ग दिल्ली

अस्थायी पना  
ने यह लेखपत्र इस कार्यालय में दिनांक 5/10/2012 समय 1:39PM  
वजं निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर  
ओ0 पी0 सिंह  
उप निबन्धक दादरी

दादरी  
5/10/2012

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

पट्टा दाता  
श्री बु0 वि0 प्रा0 द्वारा एम0एल0 मित्रा  
पुत्र श्री मुकुन्द लाल  
पेशा अन्य  
निवासी बु0 वि0 प्रा0 जि0 बुलन्दशहर

पट्टा गृहीता  
श्री मै0 उत्तम स्टील एन्ड एसो0 द्वारा दिनेश गुप्ता  
पुत्र श्री रमेश गुप्ता  
पेशा अन्य  
निवासी 115 अंसल भवन 16 के0जी0मार्ग दिल्ली



ने निष्पादन स्वीकार किया।  
जिनकी पहचान श्री जितेन्द्र कुमार सिंह  
पुत्र श्री आर0 वी0 सिंह  
पेशा अन्य

निवासी अंसल प्लाजा निकट परी चौक ग्रेटर नोएडा गौ0 बुद्ध नगर  
व श्री ओ0 के0 शर्मा  
पुत्र श्री बी0 पी0 शर्मा  
पेशा अन्य  
निवासी 115 अंसल भवन 16के0 जी0 मार्ग दिल्ली



ने की।  
प्रत्यक्षतः भद्र माक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर  
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उप निबन्धक दादरी  
दादरी  
5/10/2012



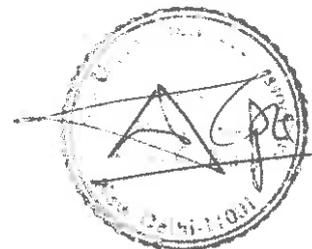
उत्तर प्रदेश UTTAR PRADESH

18AA 094542

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 2314/एक-1/2008-5-1(30)2008-50 dated 13th October, 2008 acquired/ceiling/resumed Public Utility and Gram Sabha Land measuring 8.589 Hect. (21.223 acres) and 7.879 Hect. (19.469 acres) respectively of Village Beel Akabarpur 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 2314/एक-1/2008-5-1(30)2008-50 dated 13th October, 2008 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs. 7,30,06,500.50 only for Public Utility and Rs. 6,69,71,500.00 only for Gram Sabha Land reserved hereinafter subject to the rights, restrictions and several covenants hereinafter expressed.

  
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कम संख्या .....  
पदाब्धि का अन्त होने की तिथि .....  
सदस्य के नाम का उल्लेख .....  
सदस्य की आयु 20 .....

**कर्मचारी द्वारा स्टाफ्य विज्ञप्ति**

लाइसेंस नम्बर .....  
लाइसेंस की शर्तों के अधीन 31-3-13  
अधिकृत विक्रय करने का स्थान उप निदेशक  
कार्यालय ग्रेटर नोएडा, गौड बुड नगर  
Registration No.: 17723

पट्टा दाता

Year : 2,012

Book No. : 1

एम.ए. मित्रा

MSV

0101 बुड विड प्राड द्वारा एमएल मित्रा

मुकुन्द लाल  
बुड विड प्राड जिड बुलन्दशहर





उत्तर प्रदेश UTTAR PRADESH

18AA 094543

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

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 16.468 Hect. OR 40.692 Acres, situated in Village Beel Akabarpur, (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.13,99,78,000.50 (7,30,06,500.50 + 6,69,71,500.00) and lease rent of

  
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07 SEP 2012

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किस संस्था... रचना विभाग की लिखि

व्यक्ति का नाम... an

व्यक्ति का पता...

व्यक्ति का पता... 20

कम्प्यूटर विभाग

व्यक्ति का पता...

व्यक्ति का पता... 31-3-13

व्यक्ति का पता... का पता...

व्यक्ति का पता... का पता...

पट्टा गृहीता

Registration No. : 17728

Year : 2,012

Book No. : 1

0201 मे0 उत्तम स्टील एन्ड एसो0 द्वारा दिनेश गुप्ता  
रमेश गुप्ता  
115 अंसल भवन 16 के0जी0मार्ग दिल्ली  
अन्य



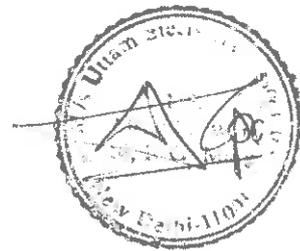


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- Rs.46,65,933.00 hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-lease hereinafter contained, the Lessor doth hereby demise unto to the Lessee all the piece and parcel of the LAND, more particularly described in the SCHEDULE-I hereto for the development of Hi-Tech Township and associated facilities for as 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. 46,65,933.00, for 16.468 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 16.468 hectare of land falling in Beel Akabarpur Village of Tehsils Dadri Distt. Gautam Budh Nagar (U.P.) as per SCHEDULE-I which includes 16.468 hectare of

  
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 स्थान का पता .....  
 स्थान का नाम .....  
 स्थान का पता .....

**कार्यालय का स्थान स्थान विक्रेता**

कार्यालय का नाम .....  
 कार्यालय का पता .....  
 अधिकृत विक्रेता का स्थान उप निदेशक  
 कार्यालय गेट नौएडा, गौड बू नगर

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उत्तर प्रदेश UTTAR PRADESH

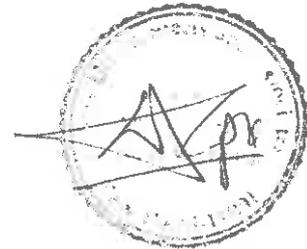
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the LAND, a premium amount of Rs. 13,99,78,000.00 towards resumption/acquisition cost of the LAND through Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges.

Sl.No.	Pay Order No.	Date	Amount (Rs.)	Drawn on
1	795960	08-07-10	7,30,06,500	14-07-10
2	795978	08-07-10	6,69,71,500	14-07-10

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:

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कम संख्या.....

स्थान्य क्रम क्रमांक.....

स्थान्य क्रमांक.....

स्थान्य क्रमांक.....

यथास्थान स्थान्य विक्रेता

कार्यालय नंबर 31-3-13

लाइसेंस को नवीनीकरण की अवधि 31-3-13

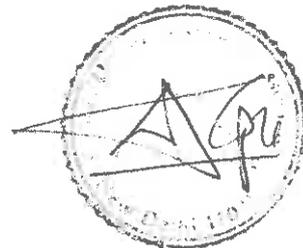
अधिकृत विक्रय करने का स्थान उय निबन्धक

कार्यालय प्रेटर नौदडा, गौड बूड नगर



- (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 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.

  
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- (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 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:
- Injures or destroys any building or part thereof or other structure contiguous or adjacent to the LAND.
  - 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

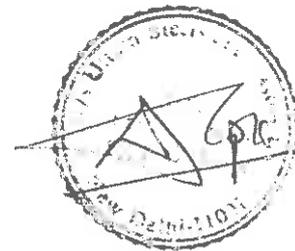
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- iii. Digs any pit near the foundation of any building thereby causing any injury or damages to such building or occupier thereof.
14. That the damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the amount 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.
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

  
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(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 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.

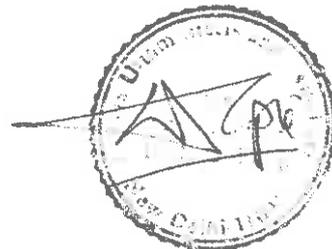
24. That the lessee shall not make or attempt to make any alterations whatsoever, in the provisions of its memorandum and Articles of Associates without the prior written consent of the lessor. The expression "The Lessor" and "The Lessee" hereinafter used shall in the case of former includes his successors 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 Hect.)
1	2	3	4	5	7
Gautam Budh Nagar	Dadri	Dadri	Beel Akabarpur Public	230	0.051

  
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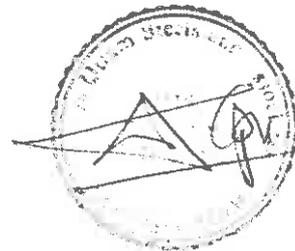


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			Utility Land		
				231	0.038
				233	0.266
				234	0.038
				247	0.114
				248	0.067
				254	0.054
				255	0.027
				258	0.101
				265	0.061
				266	0.034
				270	0.035
				271	0.129
				273	0.021
				277	0.029
				280	0.051
				287	0.130
				296	0.372
				297	0.108
				307	0.025
				309	0.225
				316	0.078
				318	0.059
				319	0.032
				323	0.006
				325	0.060
				328	0.030
				331	0.055
				332	0.020

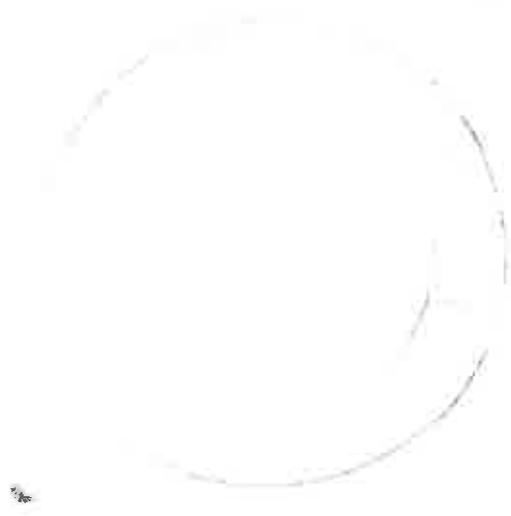
  
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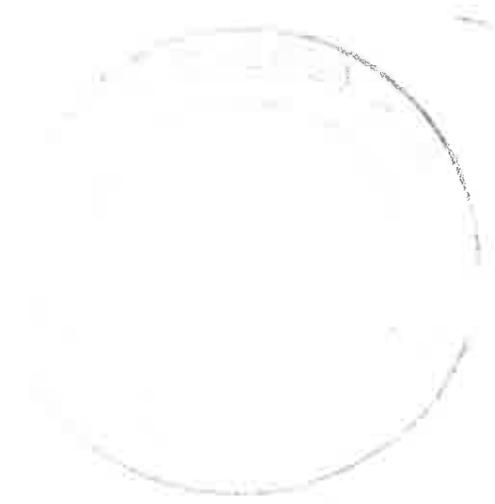
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				337	0.027
				343	0.253
				345	0.089
				351	0.130
				353	0.008
				360	0.028
				370	0.027
				374	0.034
				375	0.027
				378	0.036
				379	0.099
				382	0.029
				386	0.018
				388	0.065
				392	0.042
				402	0.036
				414	0.082
				419	0.183
				440 m	0.007
				441 m	0.034
				448	0.118
				449	0.042
				453	0.232
				456	0.085
				457	0.072
				458	0.379
				461	0.025
				466	0.108
				473	0.081
				476	0.030

  
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				480	0.076
				482	0.037
				483 m	0.009
				486	0.047
				489	0.021
				490	0.053
				492	0.051
				510	0.139
				525	0.127
				530	0.031
				537	0.259
				538	0.051
				545	0.114
				549	0.038
				553	0.350
				556	0.108
				560	0.046
				585	0.048
				587	0.032
				591	0.025
				600	0.026
				612	0.607
				617	0.008
				620 m	0.076
				625	0.028
				626	0.032
				630 m	0.535
				632 m	0.120
				634	0.095
				644 m	0.051



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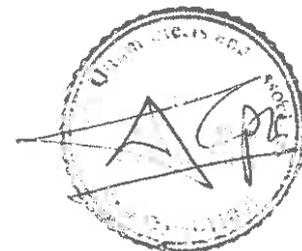


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				645 m	0.124
				650	0.011
				651	0.020
				655	0.042
				662	0.110
				668	0.058
				669	0.035
				675	0.002
				678 m	0.042
				302/681	0.044
				410/683	0.030
				468/684	0.090
				<b>Total Hect.</b>	<b>8.589</b>
				<b>Total Acre</b>	<b>21.223</b>
<b>Gautam Budh Nagar</b>	<b>Dadri</b>	<b>Dadri</b>	<b>Beel Akabarpur Gram Sabha Land</b>		
				291 m	0.153
				292	0.689
				336	0.051
				367	0.164
				384	0.961
				445 m	0.001
				469	0.110
				494	0.202
				501	0.152
				520	0.089
				533 m	0.380
				534 m	0.002
				546	0.304
				554 m	0.282

  
 उपाध्यक्ष  
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			563	0.253
			569 m	0.070
			582 m	0.064
			586	0.162
			602 m	0.794
			605 m	0.189
			610 m	1.111
			629 m	0.917
			630 m	0.089
			663 m	0.050
			665	0.136
			666	0.468
			407/682	0.036
			<b>Total Hect.</b>	<b>7.879</b>
			<b>Total Acre</b>	<b>19.469</b>

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

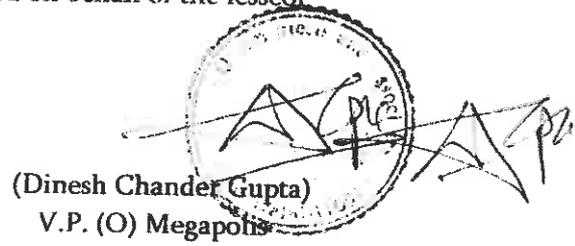
For and on behalf of the lessor



उपाध्यक्ष

बु० वि० प्रा०

for (M)



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

Witness: 1

O.K. SHARMA  
शु. प्र. र. प्र. शर्मा  
113, Market (Bhimwar)  
अ. दिल्ली

Witness: 1.



आज दिनांक 05/10/2012 को  
वही स. 1 जिल्द स. 4735  
पृष्ठ स. 23 से 54 पर क्रमांक 17723  
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



ओ पी सिंह

उप निबन्धक दादरी

दादरी

5/10/2012

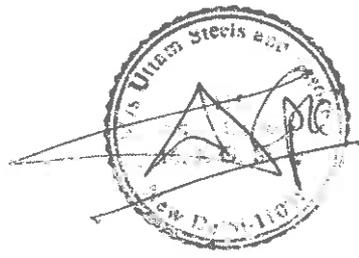




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Sitender Kusiak

S/ist. R.V. Singh  
115 Ansal Bhandari  
New Delhi-1



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