

उत्तर प्रदेश UTTAR PRADESH

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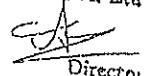


LEASE DEED

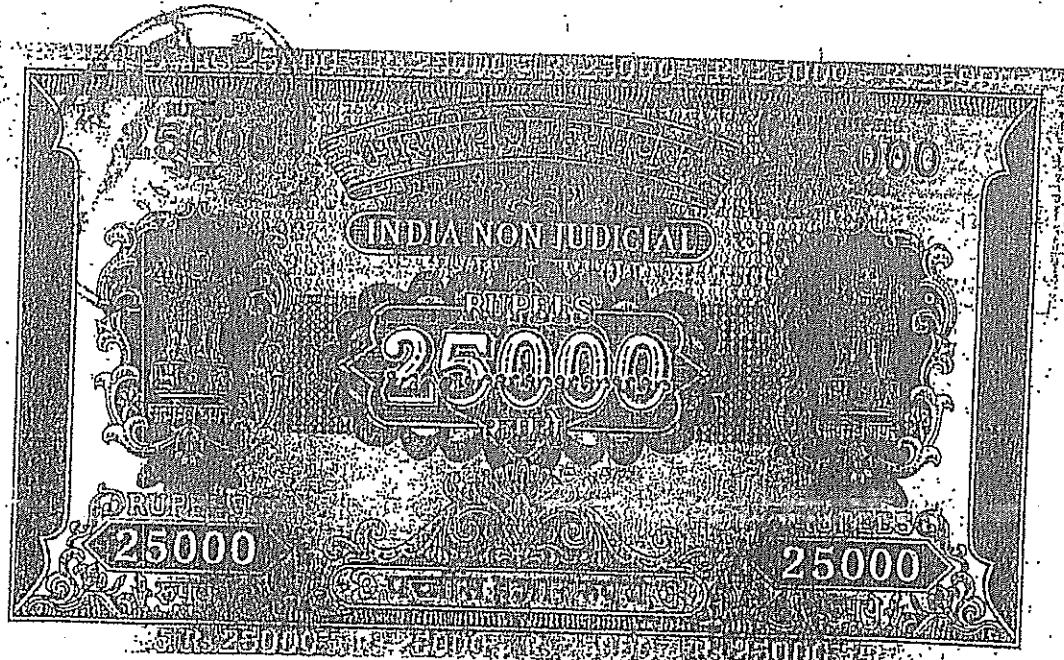
This lease deed made on this 28th day of March in the year Two Thousand Seven between New Okhla Industrial Development Authority a body corporate constituted under section 3 of the U.P. Industrial Area Development Act 1976 (U.P. Act No.6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit include its successors of the first part and

SUNIL SINHA
Levi Officer
Noida

for Arcon Systems (India) Pvt. Ltd


Director





उत्तर प्रदेश UTTAR PRADESH

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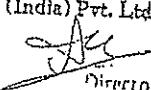
M/s. AIRCON SYSTEMS (INDIA) PRIVATE LIMITED, a company within the meaning of company act 1956, having its registered office Near IOCL Depot, Najafragh-Bijwasan Road, Bijwasan New Delhi, through its Director Shri Anang Pal Singh aged 46 years S/o Shri Bhoop Singh R/o 78, Jyoti Apartments, Parwana Road, Delhi-110034, 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 under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up of an urban and industrial township.

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 SOFTWARE IT UNIT / ITES according to bye laws and building plans approved by the lessor on the terms and conditions hereafter contained.

SUNIL SINHA
Law Cllper
Noida

For Aircon Systems (India) Pvt. Ltd


Director



26 MAR 2007

27

परिवार अमृत

* घोषणारूप नोंदव दस्तावेज़ नंगरा ८५

पद्धति विलेख

(90 वर्ष)

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5,000.00

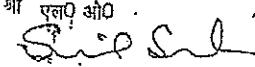
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5,080.00

4,000

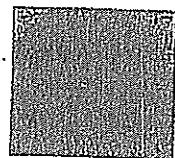
प्रतिवेदित गालिमत औरत वार्षिक किराया फीस रेजिस्ट्री नकल व प्रति शुल्क योग शब्द लाभग
श्री/श्रीमती नोएडा विकास प्राधिकरण द्वारा चुनील सिन्धा

पुरुष/पत्नी श्री एल० ओ०

पेशा नौकरी 

निवासीमयादी नोएडा विकास प्राधिकरण
वार्षिक योग नोएडा विकास प्राधिकरण

ने यह लेखपत्र इस कार्यालय दिनांक 28/3/2007 समय 7:44PM
बजे निवासन छेत्र पेश किया।



सी० धी० सिंह
उप-निवंधक तृतीय
नौएडा
28/3/2007

निष्पादन लेखपत्र वाद एग्जेन्ट व संग्राने गजाफ़ान व प्राप्त धनराशि रु. प्रतीक्षानुसार उक्त
पद्धति दाता

श्री/श्रीमती नोएडा प्राधिकरण द्वारा संप्रीति
सिंह

पुरुष/पत्नी श्री एल० ओ०

पेशा नौकरी

निवासी नोएडा विकास प्राधिकरण

पद्धति गुहीता

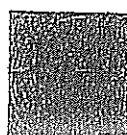
श्री/श्रीमती M/s Aircon Systems India Pvt. Ltd

द्वारा अनेंग पाल सिंह

पुरुष/पत्नी-श्री पुरुष-पुरुष सिंह

पेशा व्यापार

निवासी 78 ज्योती अपार्ट० परवाना रोड दिल्ली



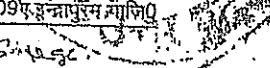
ने निष्पादन स्वीकार किया।

जिनकी पद्धति श्री सी० धी० सिंह

पुरुष श्री पुरुष-एन० एल० राहत

पेशा नौकरी

निवासी एन०क०-१, ४०९ इन्डियन सेन्टर

व श्री सुरेश नेही 

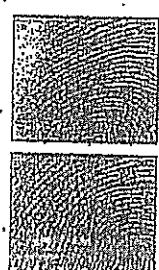
पुरुष श्री पुरुष लाल चन्द्र

पेशा नौकरी

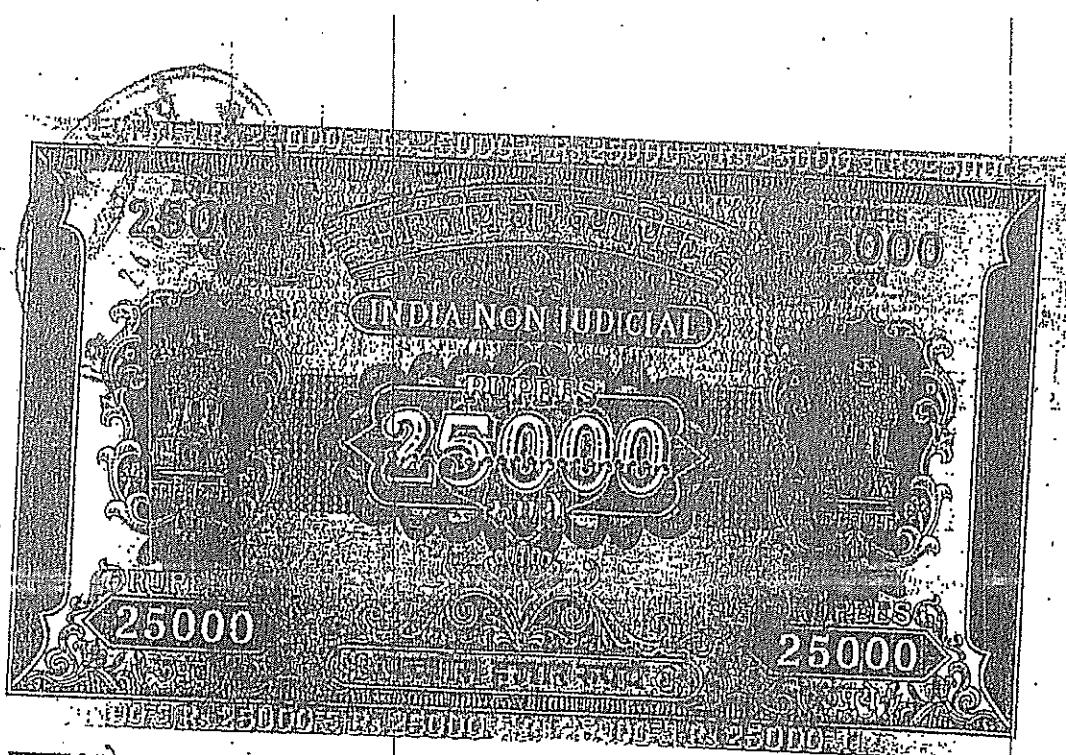
निवासी नी-११७, से०-५, नोएडा

ने की।

प्रत्यक्षत ग्रद तात्त्विकों के निशान अंगूठे नियमानुसार लिये गये हैं।



सी० धी० सिंह
उप-निवंधक तृतीय
नौएडा
28/3/2007



उत्तर प्रदेश UTTAR PRADESH

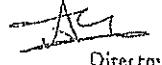
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WHEREAS the lessor allotted 20002.95 sq.mtrs., of land in Sector-73 Noida vide allotment letter No. Noida/Instt./06/971 dt. 04.04.2006 for Development of IT & IT Enabled Services on the detailed terms and conditions set out in the said allotment letter and the allottee is required to have lease deed of the allotted land signed and executed in their favour;

AND WHEREAS the 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;

For Aircor Systems (India) Pvt. Ltd.


Director

Mr. S. N. SINGH
Noida
Noida





उत्तर प्रदेश UTTAR PRADESH

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AND WHEREAS the Department of IT & Electronics, Government of U.P., has issued on Order No. KNO5-305/11-2005-500(136)2003 Dt. 19.1.2005, 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 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.

NOW THE LEASE DEED WITNESSES AS FOLLOWS :

1. That in consideration of total premium of Rs. 7,80,11,505.00 (Rupees Seven crores Eighty Lacs Eleven Thousand Five Hundred Five only) towards the land premium calculated @ Rs. 29.00 per sq.mtrs out of which 30% i.e. 2,44,61,505.00 (Rupees Two crore Forty Four Lacs Sixty One Thousand Five Hundred & Five only) has been paid by the lessee to the lessor the receipt where of the lessor hereby acknowledges and balance Rs. 5,35,50,000.00 (Rupees Five crore Thirty Five Lacs Fifty Thousand only) shall be paid to the lessor in sixteen half yearly equal installment alongwith interest @ 11% per annum compounded half yearly as per the following :

SHUBHIL SINHA
No. 100

For Arcon Systems (India) Pvt. Ltd.

J.C.



उत्तर प्रदेश UTTAR PRADESH

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1st Instalment	Rs. 33,46,875.00 + Interest on or before 03.10.2006
2nd Instalment	Rs. 33,46,875.00 + Interest on or before 03.04.2007
3rd Instalment	Rs. 33,46,875.00 + Interest on or before 03.10.2007
4th Instalment	Rs. 33,46,875.00 + Interest on or before 03.04.2008
5th Instalment	Rs. 33,46,875.00 + Interest on or before 03.10.2008
6th Instalment	Rs. 33,46,875.00 + Interest on or before 03.04.2009
7th Instalment	Rs. 33,46,875.00 + Interest on or before 03.10.2009
8th Instalment	Rs. 33,46,875.00 + Interest on or before 03.04.2010
9th Instalment	Rs. 33,46,875.00 + Interest on or before 03.10.2010
10th Instalment	Rs. 33,46,875.00 + Interest on or before 03.04.2011
11th Instalment	Rs. 33,46,875.00 + Interest on or before 03.10.2011
12th Instalment	Rs. 33,46,875.00 + Interest on or before 03.04.2012
13th Instalment	Rs. 33,46,875.00 + Interest on or before 03.10.2012
14th Instalment	Rs. 33,46,875.00 + Interest on or before 03.04.2013
15th Instalment	Rs. 33,46,875.00 + Interest on or before 03.10.2013
16th Instalment	Rs. 33,46,875.00 + Interest on or before 03.04.2014

S. S. SINGH
L. O. Officer
Noida

For Arcon Systems (India) Pvt. Ltd.

[Signature]



उत्तर प्रदेश UTTAR PRADESH

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If the lessee fails to deposit installments with interest by the specified dates the 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.

2. The lessor hereby gives the demised premises and lease on to lessee the demised plot for a period of 90 years commencing from the due date or actual date of execution of lease deed wherever is earlier.

3. And also consideration of the lease rent paid by lessee and covenants provisions and agreements herein contained and to be performed by the lessee. The lessee and the lessor both hereby demise and lease unto lessee plot No. 03 Situated at Sector - 73 in the New Okhla Industrial Development Area Distt. Gautam Budh Nagar U.P. contained by measurement of 20002.95 sq.mtrs bounded as follows :

RAJIV SINHA
Officer
Noida

For Arcon Systems (India) Pvt. Ltd

[Signature]



उत्तर प्रदेश UTTAR PRADESH

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ON THE NORTH

ON THE SOUTH

ON THE EAST

ON THE WEST

As per site

And which said plot is referred in this lease deed as the demised plot and is more clearly delineated and shown in the attached plan. Lessee shall hold the demised plot with its appurtenances unto lease for the terms of 90 years commencing from the due date/actual date of execution of lease deed which ever is earlier 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) Full right and title to mines and minerals in and under the demised plot or any part thereof.

SHRI GANESH
LAW
NOV 1983

For Aircon Systems (India) Pvt. Ltd

[Signature]
Director



उत्तर प्रदेश UTTAR PRADESH

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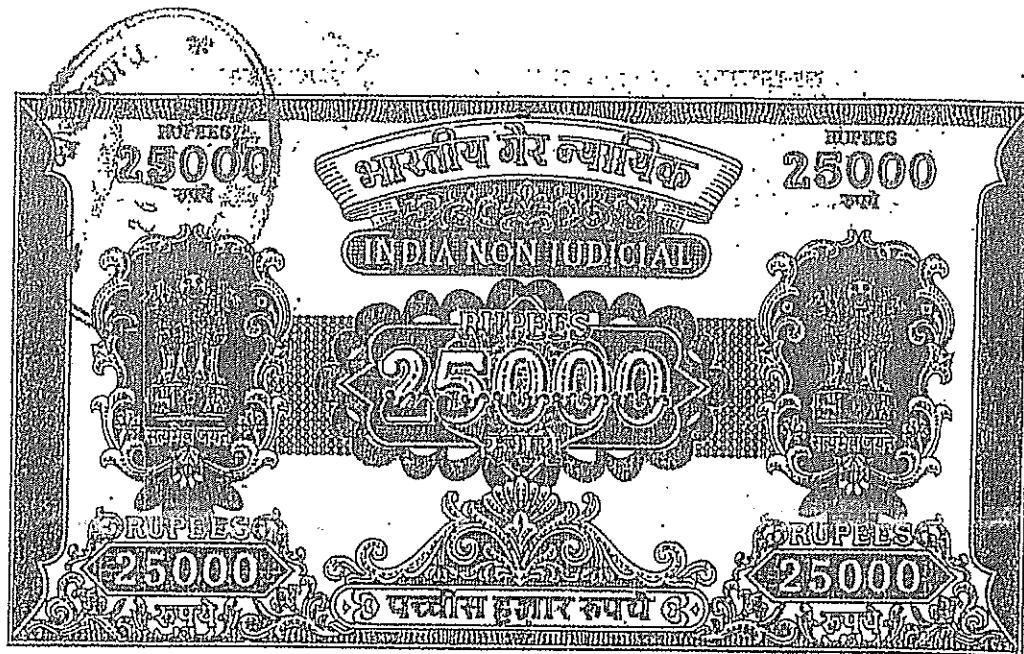
In addition to the premium of plot the lease rent for the lease period of 90 years each year in advance on 27th March @ 2.5% per annum of the total premium i.e. equivalent to of Rs. 19,50,288.00 (Rupees Nineteen Lacs Fifty Thousand Two Hundred Eighty Eight only) to be paid by the lessee.

In case of default of payment of lease rent interest @ 15% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years. The amount of lease rent enhanced would not be more than 50% of the amount last fixed. A supplementary deed will be executed by the lessee if the lease rent is revised.

4. The lessee shall use the plot for the setting up of their SOFTWARE IT UNIT / ITES.

SUNIL SINGH
LTD

Per Aircon Systems (India) Pvt. Ltd



उत्तर प्रदेश UTTAR PRADESH

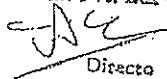
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5. The lessee shall be liable to pay all the rates local taxes charges and assessment by whatever name called of every description in respect of the demised plot and/or building constructed thereon assessed or imposed from time to time by local or other Authority / State / Central Govt. / The Lessor.
6. That the lessee will obey and submit to all the directions or regulations made by the lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or the health, safety or effect the convenience of the other inhabitants of the surrounding area.
7. The lessee will 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 plan and building regulation.

SUNIL SINHA
Law Officer
Noida

For Arcon Systems (India) Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

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The building will 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 authorised 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.

The lessee will not make any unauthorised construction on the plot and If so will be removed / demolished by the lessor at the risk cost responsibility of the lessee. It shall be treated as breach of terms and conditions of building bye laws and lease deed.

8. The lessee undertakes to abide by and fulfill 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 as enumerated above.

S. M. S. SAINI
Law Officer
Noida

For Aircor Systems (India) Pvt. Ltd.

Director



उत्तर प्रदेश UTTAR PRADESH

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9. That the lessee will complete 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 plans approved by the lessor and as per provision of clause No. 13 of this lease deed for allotment and cancellation of plot : In case such allottee /: Lessee who are interested to avail exemption of stamp duty has to obtain approval of Development Plan within 18 months from the date of registration of Lease Deed from the competent authority of the lessor and complete the 40% of the total permissible covered area on the allotted plot within 3 years from the date of handing over of possession and also have to complete whole construction within five years from the date of handing over of possession.

In the event of Lessee's not complying with above clause Bank Guarantee submitted by the Lessee will be invoked and encashed.

DUNIL SINHA
Law Officer
Noida

For Aircron Systems (India) Pvt. Ltd



उत्तर प्रदेश UTTAR PRADESH

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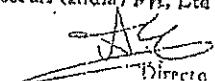
Provided that the lessee has the option of availing exemption from stamp duty shall execute an Agreement and submit Bank Guarantee as per provision of Government order No. KNO5-305/11-2005-500(136)2003 Dt. 19.01.2005, 3014/76-6-05/500(40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005.

The Lessee is not willing to avail the benefit of exemption of stamp duty vide undertaking dt. 28.03.07.

10. The lessee unequivocally agrees that in view of the fact that he/they are availing the benefit of exemption of payment of stamp duty and registration charges the period within which construction is to commence and be completed as stated in the lease deed shall stand confined to the period as set out in above clause in terms of the said 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.

SHRI SHRI SINGH
LTD
No. 1

For Aragon Systems (India) Pvt. Ltd


Director





उत्तर प्रदेश UTTAR PRADESH

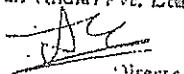
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11. The lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the Department of IT & Electronics, Government of U.P. for the setting up of the project of IT and IT enabled services and non adherence to the 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 lessor 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. 19.01.2005, 3014/76-6-05/500(40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005. The payment of the amount of stamp duty and registration charges are being separately secured by execution of bank guarantee by a nationalised bank in favour of lessor as per performance annexed to this deed. It is agreed that but for the exemption from payment of stamp duty granted vide G.O. dated the entire legal expenses of execution of the Lease Deed including stamp duty and registration charges would have been borne by the lessee.

SUNIL SINGHA
Law Officer
Noida

Par Avion Systems (India) Pvt. Ltd


Moore





उत्तर प्रदेश UTTAR PRADESH

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12. The lessee shall be liable to make payment of an amount equivalent to stamp duty and registration charges alongwith interest total amounting to Rs..... for which they have / had received exemption under the 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 immediately on demand and without demur upon a 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.

The lessor shall be entitled to invoke the bank guarantee without recourse to the allottee and upon receipt of the guaranteed amount the same shall be transferred by lessor to the Government account / Treasury.

SUNITA NHA
Liaison Officer
NITI

For Aircor Systems (India) Pvt. Ltd
Signature
Director



उत्तर प्रदेश UTTAR PRADESH

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13(A) The allottee / Lessee will complete construction and obtain occupancy certificate from the competent Authority of the Lessor within the validly period of the approved building plan. The Lessee / Allottee shall ensure the functioning on the allotted plot as per schedule give below.

PLOT UP TO 1000 SQ. MTRS.

Within two years from the actual date of possession

PLOTS ABOVE 1000 SQ. MTRS. BUT UPTO 2000 SQ. MTR.

Within three years from the actual date of possession.

PLOTS ABOVE 2000 SQ. MTRS. BUT UP TO 4000 SQ. MTRS.

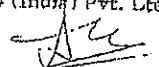
Within Four years from the actual date of possession.

PLOT ABOVE 4000 SQ. MTS.

With in five years from the actual date of possession.

SUNITA
Lal
N.

Mr. Arun Bhattacharya (India) Pvt. Ltd.





उत्तर प्रदेश UTTAR PRADESH

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- B. In case of non adherent to the aforementioned schedule for functioning, the cancellation of allotment and / or determination of Lease Deed with forfeiture of money would be effected as per rules and the possession of the plot would be resumed by the lessor with structure thereof, if any and the allottee / lessee will have no right to claim compensation thereof. However, in exceptional circumstances, an extension may be allowed by the lessor on payment of such charges and subject to terms and conditions, as deemed fit by the lessor.
- C. In the event of an extension, extension charges @ 4% of the premium would be chargeable for grant of extension for each year on pro rata monthly basis. The rate of extension charges as mentioned above may be reviewed by the lessor. In the event of extension not being granted, cancellation may be exercised following with revocation of lease deed with forfeiture amount as per then prevailing policy of the lessor. In such an event the lessee will be at liberty to remove construction if any, in such eventuality. The rate of extension charges as mentioned above may be revised by the Lessor/ Chief Executive Officer without notice.

SUNIL SINHA
Law
No. 1

For Arcon-Sineewi (India) Pvt. Ltd

JAG
Director



उत्तर प्रदेश UTTAR PRADESH

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It is further classified that the provision of clause No. 9 of this lease deed shall not be applicable in respect of allotment and cancellation of plot as this clause No. 9 is applicable in cases of those lessee who are interested in availing exemption from stamp duty only.

14. That the lessee will keep the demised plot and the building therein at all time in a state of good and substantial repairs and in sanitary condition to the satisfaction of the lessor.
15. That the lessee shall not make or permit to make any alteration in or in addition to the said or their erections would be erected in terms of para 7 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 authorised by the lessor or if such authorised officer requiring it to correct such deviations as aforesaid shall correct it 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.

SUMIL SINHA
L. M. Officer
U.P. G.A.

Var Aeron Systems (India) Pvt. Ltd.

—A.G.—



उत्तर प्रदेश UTTAR PRADESH

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16. That 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 and laying transfer charges as prevailing at that time of transfer such transfer charges shall be paid to the lessor. The decision of Chairman / Chief Executive Officer for all purpose will be final and binding on the lessee.
17. Notwithstanding anything contained in the Clause 20, the lessee may, with the previous permission of CEO mortgage the demised plot to any Government Organisation or any Government recognised Institution for raising loans for purposes of construction of the building / functioning of the institution subject to such charges & terms and conditions as decided by the lessor at the time of granting the permission the first charges shall be of the lessor on the property.

SUNIL SINHA
Law Officer
Noida

for Arcon Systems (India) Pvt. Ltd

JL
Director



उत्तर प्रदेश UTTAR PRADESH

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Provided that in the event of the sale or foreclosure of the mortgaged or charged property the lessor shall be entitled to claim and recover such percentage as decided by the lessor of the unearned increases in the value of the demised plot as aforesaid and the amount of the lessor share of the said unearned increase shall be first charges in the favour of the lessor and having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on the lessee.

Provided further that the lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of unearned increase as aforesaid. The lessor right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to insolvent sale or transfer it by or through execution of decree of insolvency by the court.

SUNIL SINHA
Law Officer
Noida

For Aircor Systems (India) Pvt. Ltd

[Signature]
Director



उत्तर प्रदेश UTTAR PRADESH

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The plot cannot be transferred before making the unit functional and all such action done for transfer of the plot will be deemed as null and void ab-intio.

18. That if the lessee obtain the demised plot by suppression of any fact or misrepresentation, mis-statement of fraud or if there is any breach of the condition of the lease or if the lessee does not abide by the terms & 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 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 not be entitled to any compensation.

S. N. SINGH
Law Officer
Noida

Star Ancon Systems (India) Pvt. Ltd
Signature
Director



उत्तर प्रदेश UTTAR PRADESH

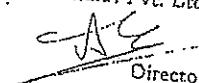
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19. That the lessee shall use the demised plot only for the construction for the SOFTWARE IT UNIT / ITES according to the plan approved by the lessor and, in accordance with the building regulations and directions formulated under the provisioned of U.P. Industrial Area Development Act 1976 and for no other purpose without the 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 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 so however that such accommodation shall be commensurate with the need.
20. That the lessee will not assign, relinquish, sublet, transfer or part with the possession of any portion of the demised plot and building thereon or cause any sub division thereof. The lessee will have in-house vehicle parking within the premises.

SUNIL SINHA
LTD
Noida

for Arcon Systems (India) Pvt. Ltd


Director



उत्तर प्रदेश UTTAR PRADESH

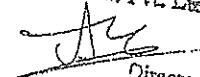
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-22-

21. Even if permission is granted by the lessor for transfer, assignment, mortgage or subletting of the whole of the demised plot or building or both shall be subject to and the transferee assignee or the sub lessee shall be bounded all covenants and conditions herein contained and be answerable to the lessor in all respect thereof.
22. 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's officer attested copy of the assignment, relinquishment, mortgage sub letting 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.

SHAILI SINHA
Executive
Notary

Par Avion Systems (India) Pvt. Ltd.


Jayant Sinha
Director





उत्तर प्रदेश UTTAR PRADESH

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23. That the lessee will 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 provisions of this sub clause to his/her/their/its tenants.
24. That the lessee will 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.
25. That the lessee shall not exercise its option of determining the lease nor hold the lessor responsible to the good the damages 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.

SUNIL SINHA
Law Officer
Noida

Net Axon Systems (India) Pvt. Ltd.
Signature
Director





उत्तर प्रदेश UTTAR PRADESH

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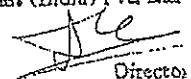
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(A) That the lessee shall keep the lessor indemnified against any or all claims for damages which may be caused to any property belonging to lessee / others in consequence of the execution of the aforesaid works as specified below or otherwise and also against claims for damages of the lessee or his workman or representative.

- a) Injures or destroys any building or part thereof or other structure continuous or adjacent to the demised premises.
- b) Keep the foundation, tunnels or other pits on the demised premises open or exposed to weather causing any injury to continuous or adjacent building or
- c) Digs any pits near the foundation of any building thereby causing any injury or damage to such building.

SHRI S. S. SINHA
Chairman
Noida

Star Aircon Systems (India) Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

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- d) 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.
- e) The terms and conditions of allotment and building bye-laws shall be binding upon the lessee.

(B) If the lessee does not abide by the terms and conditions of the lease and building bye laws or any other rules framed or directions issued by the lessor the lease may be cancelled 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.

SUNIL SINHA
Law Advisor
Notary

For Aircon Systems (India) Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

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26. And it is hereby agreed and declared by and between the parties to these present as follows :

- i) Notwithstanding anything 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.
- ii) It shall be lawful for the LESSOR, without prejudice to any other action, to re-enter the demised plot or any part thereof and determine this lease and forfeit the amount as per rules and thereupon:

S. S. P. N. H. A.
Law ...
Noica

Per Arcon Systems (India) Pvt. Ltd

S. S. P. N. H. A.
Director





उत्तर प्रदेश UTTAR PRADESH

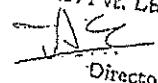
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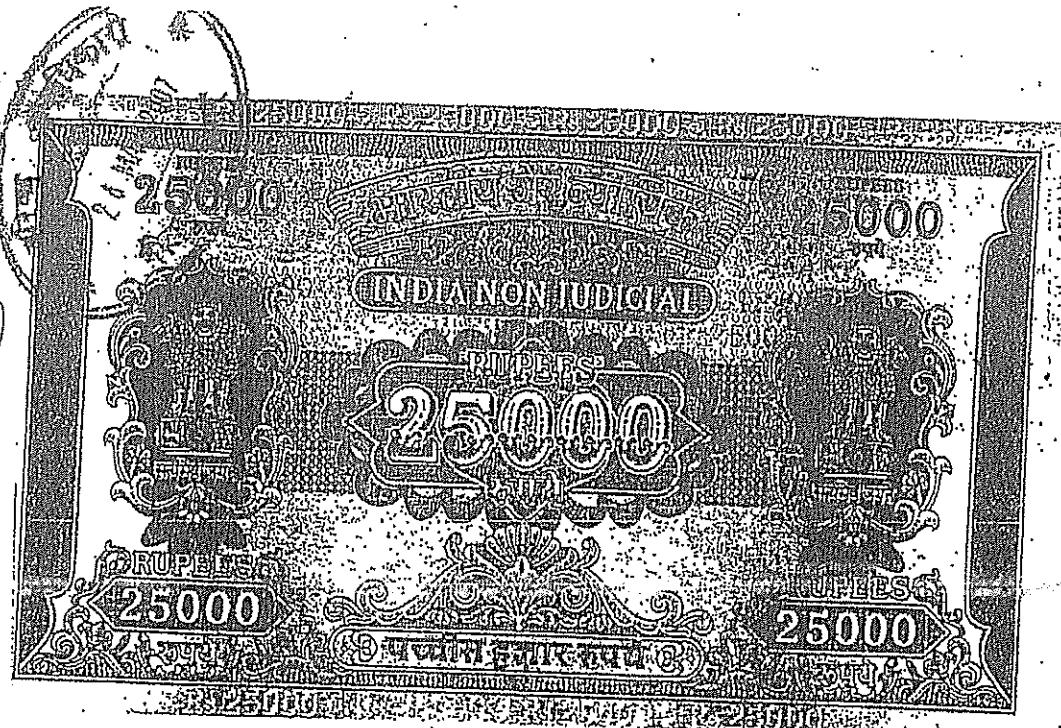
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- iii) If at any time of re-entering the demised plot shall not have been occupied by nor any building constructed by LESSEE, the LESSOR may re-allot the demised plot and refund the payment if any after making adjustment as required without deducting arrears of lease / interest / extension / charges and other charges as per rules.
- iv) If at any time entering the demised plot shall not have been occupied by any building constructed by the LESSEE, thereon, the LESSEE shall within a period of three months from the date of re-entry remove from the demised plot all erection or building fixtures and things 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 condition 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 work out 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.

SUNIL SINHA
Law Lawyer
Noida

For Arcon Systems (India) Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

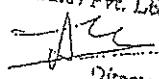
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- v) Any loss suffered by the LESSOR on a fresh grant of the demised plot breaches of conditions as aforesaid on part of LESSEE for or any person claiming through or under him shall be recoverable by the LESSOR.
- vi) All notice order or other documents 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.
- vii) The provisions of U.P. Industrial Area Development Act, 1976 and as any rules and regulations framed under the act or any direction issued shall be binding on the LESSEE and his/her/ their successor.

SHRI MILIND SENHA
New Director
Noida

Her Aircon Systems (India) Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

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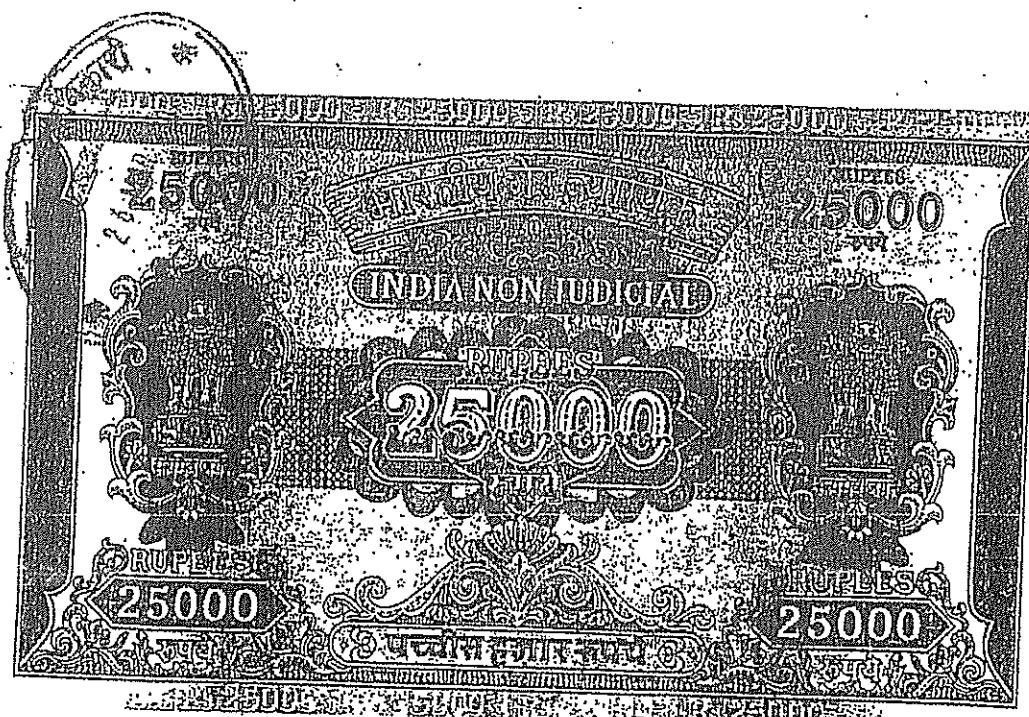
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- viii) All power exercised by the LESSOR under this lease may be exercised by chairman / CEO. The LESSOR may also authorise any of its officers to exercise all or any of the powers by it under this rule.
- ix) Any relaxation or concession granted by the LESSOR to LESSEE shall not in any way prejudice the legal rights of the LESSOR.
- x) Any disputes arising with regards to this deed shall be subjected to the jurisdiction of Civil Courts at Gautam Budh Nagar or High Court of Judicature at Allahabad.
- xi) The land is in peaceful possession of the LESSOR and is being handed over to the LESSEE free from any encroachment and obstruction.
- xii) The Chairman / CEO of the LESSOR reserves the right to make such amendments, additions alterations or modification, in terms and conditions of the lease from time to time as he may consider just and reasonable.

SUNIL SINHA
Law Officer
Noida

For Aircon Systems (India) Pvt. Ltd.

[Signature]



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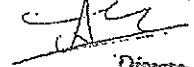
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- xiii) Subject to the sub- clause (ix) in case of any clarification or interpretation regarding these terms and conditions of the lease deed, the decision of Chairman, CEO of the LESSOR will be final and binding on the LESSEE.
- xiv) The lessee shall complete the project within stipulated period as mentioned in clause 9 and 13 of lease deed. In case the lessee fails to comply with the terms and condition of allotment letter, lease deed brochure or not make the project functional within stipulated period as mentioned in clause 9 and 13 of lease deed. That action shall be taken as per rules and regulations of the Authority regarding cancellation.
- xv) The terms and conditions of brochure, allotment letter dt. 04.04.2006, lease, building bye - laws as amended from time to time shall be binding on LESSEE.

SUNIL SINHA
Law Cll
Noida

far AHEAD Systems (India) Pvt. Ltd


Director





उत्तर प्रदेश UTTAR PRADESH

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xvi) The lessee has submitted the bank Guarantee the
Rs.....dt.....issue for the valid
upto.

The Clause No 10, 11, 12 and 26 (xvi) has been deleted from
the lease Deed.

xvii) नोएडा द्वारा जनहित में अथवा अपने प्रयोगार्थ किसी भी आवंटित सम्पत्ति को आशिक/पूर्ण वापिस लेने के 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।

For Aircon Systems (India) Pvt. Ltd

Director

BUNI SINHA
Law Officer
Noida



उत्तर प्रदेश UTTAR PRADESH

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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 : C.S. Rawat
Father Name : Sh. N.S. Rawat
Address : N.K.I, U-9-A,
Mehryarai, C-23

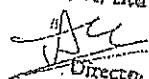
THE LESSOR

SUNIL SINHA
Law Officer
Noida

2. Signature 
Name : Surendra Maji
Father Name : Sh. Tarkachand
Address : T-117 Soder's Noida

THE LESSEE

For Arcon Systems (India) Pvt. Ltd


Director

SUNIL SINHA
Law Officer
Noida





उत्तर प्रदेश UTTAR PRADESH

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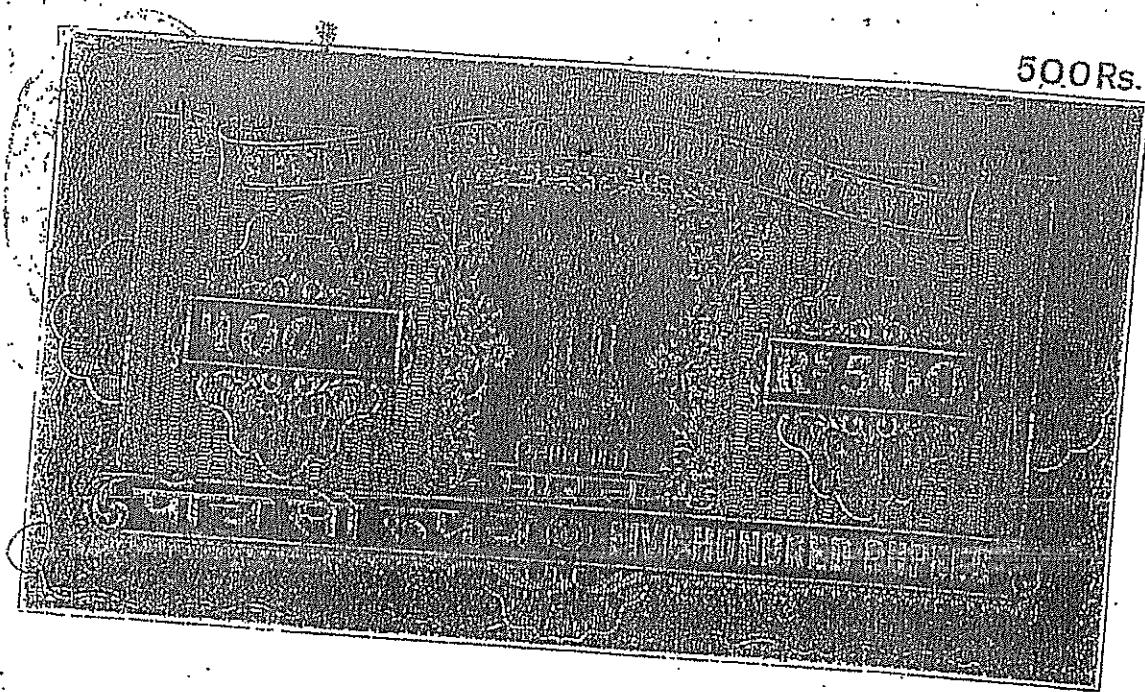
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THIS STAMP PAPER IS ATTACHED WITH LEASE DEED IN RESPECT OF
INSTITUTIONAL PLOT NO. 03, SECTOR - 73, NOIDA, DISTT. GAUTAM
BUDH NAGAR, U.P.

For Adcon Systems (India) Pvt. Ltd

Director

SUNIL SINHA
Law Officer
Noida



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THIS STAMP PAPER IS ATTACHED WITH LEASE DEED IN RESPECT OF
INSTITUTIONAL PLOT NO. 03, SECTOR - 73, NOIDA, DISTT. GAUTAM
BUDH NAGAR, U.P.

SUNIL SINHA
Law Officer
Noida

For Arcon Systems (India) Pvt. Ltd



क्रम अंक. २५५ स्टाम्प इनकार्य का १०३
स्टाम्प इनकार्य के लिए दिनांक २५/३/२००७
स्टाम्प के लिए रुपये १००/-
ब्रूनीका रुपये १००/-
प्राप्तिका रुपये १००/-
जिक्र लाभ १००/-
राष्ट्रीय इनकार्य कोर्ट १००/-

MAR 2/07

IN USE

Annexure



आज दिनांक

28/03/2007 को

बही सं १ जिल्हा सं 927

पृष्ठ सं 201 से 860 पर क्रमांक 1164

रजिस्ट्रीकृत किया गया।

W. Singh

सौ. पी. सिंह

उप-निबंधक तृतीय

नौरुडा

28/3/2007