

9689/

ROOPALI PANDEY
Asst. Manager

INDIA NON JUDICIAL

Government of Uttar Pradesh



सत्यमेव जयते

Certificate No.

IN-UP00330850908078M

Certificate Issued Date

17-Apr-2014 11:27 AM

Account Reference

SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN

Unique Doc. Reference

SUBIN-UPUPSHCIL0100389699048240M

Purchased by

ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED

Description of Document

Article 35 Lease

Property Description

LAND OF KHASRA NO.539 ETC SITUATED AT VILLAGE HARIHARPUR MUZAFFAR NAGAR GHUSWAL AND YUSUF NAGAR, LKO

Consideration Price (Rs.)

41,36,08,961
(Forty One Crore Thirty Six Lakh Eight Thousand Nine Hundred And Sixty One only)

First Party

LUCKNOW DEVELOPMENT AUTHORITY

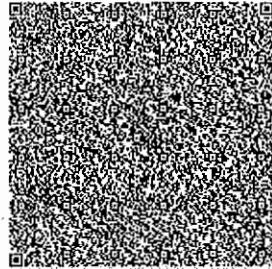
Second Party

ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED

Stamp Duty Paid By

ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED

Stamp Duty Amount(Rs.)

2,92,42,200
(Two Crore Ninety Two Lakh Forty Two Thousand Two Hundred only)

Please write or type below this line



लखनऊ विकास


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For

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



LEASE DEED

This Deed of Lease is made at Lucknow on this 05th day of May 2014

Between

Lucknow Development Authority through its Secretary (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 Ansal Properties and Infrastructure Ltd. (PAN-AAACA0006D) a company incorporated under the Companies Act, 1956 having its Registered Office at 115, Ansal Bhawan, 16-Kasturba Gandhi Marg, New Delhi and Circle Office at First Floor, Y.M.C.A Building, 13, Rana Pratap Marg, Lucknow through its Authorized Signatory **Mr. Vikas Tripathi S/o Mr. M.S. Tripathi** (hereinafter referred to as the "lessee" which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the Second Part.

WHEREAS the State of Uttar Pradesh thereafter referred to as "The Government" vide Order No.6087/9-31-1-2003-34vividh/03 Dated 22.11.2003 and 3872/8-1-07-34vividh/03 dated 17.09.2007 for development of Hi-Tech Township at Sultanpur Road Lucknow for which acquired land measuring 13.328 Hectare, situated at Village- Hariharpur, Yusufnagar alias Bagiamau and Muzaffar Nagar Ghuswal, Pargana-Bijnaur, Tehsil & District-Lucknow has been acquired for development of Hi-Tech Township under the Hi-Tech Township Policy of the Government of State of Uttar Pradesh through land acquisition proceedings the details which are given in SCHEDULE-I for which Notification dated 26.10.2010 under Section 4 of the Land


 (एम. विकास त्रिपाठी)
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For ANSAL PROPERTIES & INFRASTRUCTURE LTD.

 Authorised Signatory

the Land Acquisition Act, 1894 and Notification under Section 6 of the Land Acquisition Act 1894 were published and possession of said land has been delivered 22.10.2012 under Section 17 of the said Act and Award has been declared on 2.4.2014 under the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. And,

WHEREAS the State of Uttar Pradesh has appointed Lessee as developer of the above mentioned Hi-Tech Township at Sultanpur Road, Lucknow as per its Hi-Tech Township Policy and agreed to provide said acquired land to the Lessee on 90 years lease convertible to freehold after development of the same. And,

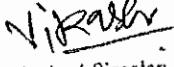
Whereas awarded amount demanded by the Additional District Magistrate (Land Acquisition), Joint Organization, Lucknow till date for said acquired land. And,

Whereas the lessor, at the request of the lessee has agreed to demise the land to the lessee for the aforesaid purpose of development of Hi-Tech Township for a total consideration of Rs. 41,36,08,961/- (Rs. Forty One Crore Thirty Six Lac Eight Thousand Nine Hundred Sixty One only) and the annual rent of Rs.41,36,090/- (Rs. Forty One Lac Thirty Six Thousand and Ninety only) reserved hereinafter subject to the rights, restrictions and several covenants hereinafter expressed.

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

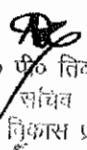
1. That the words and expressions used but not defined herein shall have the meaning assigned to them in the Memorandum of Understanding executed between the Lucknow Development Authority and M/s


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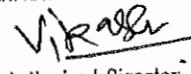
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Ansal Properties and Infrastructures Ltd. dated 26.11.2005 (hereinafter referred to as "MoU").

2. That the Lessor is the lawful owner of land admeasuring 13.328 Hectare, situated in Village Hariharpur, Yusufnagar Bagiamau and Muzaffarnagar Ghuswal Tehsil & District Lucknow (hereinafter referred to as the "Land") and has valid right, title and interest therein and is competent to grant lease of the same to the Lessee. Detailed description of the LAND and a plan thereof as shown in the Map is attached hereto as SCHEDULE-I.
3. That in consideration of the payment of the premium amount of LAND Rs. 41,36,08,961/- (Rs. Forty One Crore Thirty Six Lac Eight Thousand Nine Hundred Sixty One only) and yearly lease rent of Rs.41,36,090/- (Rs. Forty One Lac Thirty Six Thousand and Ninety only), hereunder reserved and of the covenants and conditions on the part of the lessee with a right to divide and grant sub-lease hereinafter contained, the Lessor doth hereby demise unto the Lessee all that 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 a period of 90 years commencing from the date of execution of this lease deed.
4. That 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 the development works as specified in the Development Agreement.
5. That during the term of the lease, the Lessee shall pay to the Lessor lease rent of Rs.41,36,090/- (Rs. Forty One Lac Thirty Six Thousand and Ninety only) per year in advance (the "Rent Amount") commencing from the month of April 2014. The Lessee has paid to the Lessor for 13.328 Hectare of land falling in Village Hariharpur,


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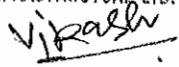
Yusufnagar Bagiamau and Muzaffarnagar Ghuswal Tehsil & District Lucknow (U.P.) as per SCHEDULD-I which includes 13.328 Hectare of the LAND, a premium amount of Rs. 41,36,08,961/- (Rs. Forty One Crore Thirty Six Lac Eight Thousand Nine Hundred Sixty One only) towards acquisition cost of the LAND through Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges.

S.No.	Pay Order /Chalaan No.	Date	Amount (Rs.)	Drawn on
1.	G-018003	11.09.2006	2,52,31,157/-	SBI, Govt. Business Branch, Lucknow
2.	G-200055	30.03.2011	24,04,99,294/-	
3.	G-100018	01.03.2014	1,86,55,508/-	
4.	G-80032	04.04.2014	2,90,75,902/-	
5.	379	08.02.2007	3,00,00,000/-	
6.	G-080008	23.06.2011	6,98,96,700/-	
7.	G-030036	16.07.2011	2,50,400/-	
Total			41,36,08,961/-	

6. That 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. That 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.

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8. That the Lessor covenants and warrants that:

- A. The Lessor has the full right and authority to execute this Deed and to grant the lease of the LAND, and that the Lessee, upon payment of the rent and performance of the covenants herein contained, shall peaceably and quietly hold, possess divide and sub-Lease and assign in parts 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 Lessors 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 the LAND 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 mean 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.

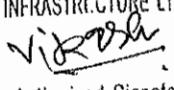

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 Authorised Signatory

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 registrations charge.
 - C. The Lessee will permit the members, officers and subordinates of the Lessor and workmen and other persons employed by the Lessor at all reasonable time of the day with prior notice to enter into and upon the LAND in order to inspect the LAND and carry on necessary works.
 - D. The Lessee shall pay to the Lessor any dues towards 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

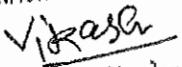

 (Mr. Nitin Patel)
 Nitin Patel
 Managing Director

For ANSAL PROPERTIES & INFRASTRUCTURE LTD.

 Nitin Patel
 Authorised Signatory

Lessee with the prior approval of Housing and Urban Planning Department, Government of U.P.

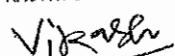
12. That if due to any FORCE MAJEURE of circumstances beyond Lessor's control, the Lessor is unable to deliver clear possession of LAND, entire money and other deposits made by the Lessee to the Lessor in regard to the subject land shall be refunded by the Lessor to Lessee.
13. That the Lessee shall 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 workmen or representative which:
 - i. Injures or destroys any building or part thereof or other structure contiguous or adjacent to the LAND.
 - ii. Keeps the foundations, tunnels or other pits on the LAND open or exposed to weather causing any injury to any person or to contiguous or adjacent building; and
 - iii. Digs any pit near the foundation of any building, thereby causing any injury or damages to such building or occupier thereof.
14. That the damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the Lessee.
15. Any relaxation or indulgence granted by the Lessor to the Lessee under this Lease Deed shall not in any way prejudice the legal rights of the Lessor.
16. That in the event of any dispute with regard to terms and conditions of the Lease Deed, the matter will be resolved amicably in terms of the provisions of the MoU.


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For ANSAL PROPERTIES & INFRASTRUCTURE LTD.

 Vipash
 Authorised Signatory

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 authorized in this behalf. A copy of such authorization shall be handed over by the Lessor to the Lessee immediately upon such authorization.
18. That the lease hold rights can be terminated by the Lessor only within provision 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. That 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. That 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. That 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; notices sent by registered mail shall be deemed to have been received on the tenth day following mailing; and notices sent by facsimile shall be deemed to have been received one (1) Business Day after transmission provided (i) receipt is verbally confirmed and (ii) an original copy is mailed promptly within five (5) Business Days thereafter:
 - (a) Notices to the Lessor, to;


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For ANSAL PROPERTIES & INFRASTRUCTURE LTD.

 Virashri
 Authorised Signatory

(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 to 1974).

22. That this Lease Deed shall be subject to the jurisdiction of District Court at Lucknow or the High Court of Judicature at Lucknow.
23. That 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 provision of its memorandum and Articles of Association without the prior written consent of the lessor,

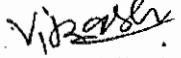
The expression "the lessor" and "the lessee" hereinafter used shall in the case of former include his successors in office and in the case of the latter its successors and assignees.

SCHEDULE-I
DETAILS OF THE LAND

Name of Village	Gata Nos.	Area (In Hect.)
Village - Hariharpur, Pargana- Bijnaur, Tehsil & Distt. Lucknow	539	0.049
"	575	0.063
"	610	0.044
"	Total in Hect.	0.156


(एप्पो लिवारी)
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लखनऊ विकास प्राधिकरण

For ANSAL PROPERTIES & INFRASTRUCTURE LTD.


Authorised Signatory

पट्टा विलेख (90 वर्ष)

पट्टा विलेख	पट्टा विलेख	पट्टा विलेख	पट्टा विलेख
413,608,961.00	4,136,100.00	10,000.00	40 10,040.00 2,000
पतिफल मालियत आमत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग	जितेन्द्र कटियार नौकरी तहसीलदार अर्जन ल वि प्रा लखनऊ	पुत्र श्री आर एस कटियार	
श्री निवासी स्थापी लखनऊ विकास प्राधिकरण लखनऊ	अरथार्थी पता	ने यह लेखपत्र इस कार्यालय में दिनांक 7/5/2014 समय 2:55PM वजे निवन्धन हेतु पेश किया।	

व्यवसाय नौकरी
निवासी स्थापी लखनऊ विकास प्राधिकरण लखनऊ^{नौकरी}
अरथार्थी पता
ने यह लेखपत्र इस कार्यालय में दिनांक 7/5/2014 समय 2:55PM वजे निवन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
बी.सी.सिंह
उप निबन्धक (प्रथम)
लखनऊ

7/5/2014

निपादन लेखपत्र वाद सनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त पट्टा दाता
श्री जितेन्द्र कटियार तहसीलदार अर्जन ल वि प्रा लखनऊ
पुत्र श्री आर एस कटियार
पेशा नौकरी
निवासी लखनऊ विकास प्राधिकरण लखनऊ



पट्टा गृहीता

श्री मे अन्सल प्रा ए इन्का लि द्रा अधि हस्ता विकास
त्रिपाठी
पुत्र श्री एस एस त्रिपाठी *Vijayash*
पेशा नौकरी
निवासी 13 राणा प्रताप मार्ग लखनऊ



ने निपादन रवोकार किया।
जिनकी पठान श्री अजय कुमार
पुत्र श्री तेजपाल सिंह
पेशा नौकरी
निवासी 13 राणा प्रताप मार्ग लखनऊ
व श्री अमित शर्मा
पुत्र श्री
पेशा वकालत
निवासी सिविल कोट लखनऊ



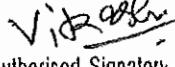
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
बी.सी.सिंह
उप निबन्धक (प्रथम)
लखनऊ

प्रत्यक्षतः मद साक्षियों के निश्चाता अपृष्ठ नियमानुसार लिये गये हैं।

Village - Yusufnagar Bagiamau , Pargana- Bijnour, Tehsil & Distt. Lucknow	38 P	0.100
"	74 A	0.650
"	74 B	0.304
"	91	0.538
"	104 P	0.032
"	113	0.032
"	152	0.212
"	168	0.128
"	169	0.019
"	175 A	0.020
"	175 B	0.249
"	186	0.120
"	186/385	0.057
"	204	0.237
"	205	0.276
"	207	0.019
"	208	0.124
"	222	0.190
"	229	0.013
"	230	0.120
"	255	0.584
"	259	0.133
"	262	0.063
"	267	0.086
"	272	0.038
"	273	0.013
"	283 A	0.034
"	283 B	0.017
"	318	0.126
"	321	0.341
"	348	0.253
"	349	0.143
"	350	0.230
"	362 A	0.986
	362 B	0.188


 (एनील कुमार)
 संकेत
 लाइनर निकाम एम्स, लाइनर

For ANSAL PROPERTIES & INFRASTRUCTURE LTD.


 Virender Singh
 Authorised Signatory

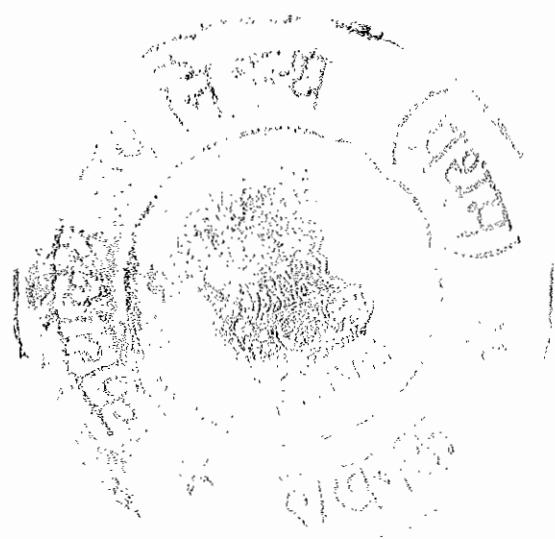
पट्टा दाता

Registration No.: 9689

Year : 2,014

Book No. : 1

0101 जितेन्द्र कटियार तहसीलदार अर्जन ल वि प्रा लखनऊ
आर एस कटियार
लखनऊ विकास प्राधिकरण लखनऊ
नौकरी



"	378	0.105
	Total in Hect.	6.780
Village - Muzaffarnagar Ghuswal, Pargana- Bijnour, Tehsil & Distt. Lucknow	19	0.025
"	20	0.076
"	28	0.038
"	32 SA	0.128
"	33	0.114
"	34	0.545
"	70	0.243
"	75	0.020
"	76	0.063
"	133	0.008
"	136	0.012
"	161 SA	0.003
"	223	0.733
"	251	0.066
"	301	0.007
"	316 SA	0.090
"	316 SA	0.354
"	322	0.025
"	376 SA	0.006
"	385	0.064
"	401	0.029
"	402	0.097
"	404	0.017
"	406	0.126
"	408	0.076
"	419	0.031
"	424	0.087
"	438	0.320
"	439	0.114
"	440	0.098
"	442	0.063
"	449	0.038
"	481	0.323
"	483	0.025

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सचिव
लखनऊ विकास प्राधिकरण

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Vikash
Authorised Signatory

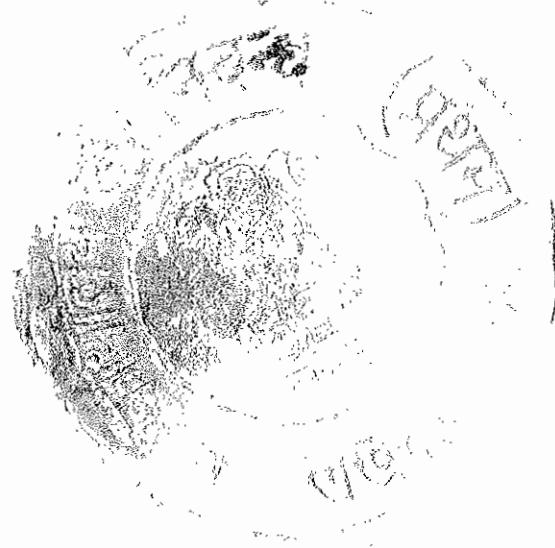
पट्टा गृहीता

Registration No. : 9689

Year : 2,014

Book No. : 1

0201 मे अन्सल प्रा ए इन्फ्रा लि द्वा अधि हस्ता विकास त्रिपाठी
एम एस त्रिपाठी
13 राणा प्रताप मार्ग लखनऊ
नौकरी



"	489	0.256
"	497	0.076
"	498 SA	0.007
"	501	0.143
"	501/607	0.002
"	513	0.113
"	539	0.409
"	549	0.272
"	553	0.798
"	556	0.101
"	561 SA	0.151
Total in Hect.		6.392
Grand Total in Hect.		13.328

IN WITNESS WHEREOF THE Lessor and the Lessee have executed this lease deed on the 5th day of May 2014 first hereinabove written in the manner hereinafter appearing.

Witnesses:

1. *Deep Kumar*
Sh. Tejpal Singh
 13, Rana Butap Marg,
 Lucknow.

2. *Amrit Singh Ach*
 Civil Cont
 Lucknow

For and on behalf of the Lessor
 Lucknow Development Authority
 (ए.डी.एल.)
 सचिव
 लखनऊ विकास प्राधिकरण

For and on behalf of the Lessee
 M/s Ansal Properties & Infrastructure Ltd.

For ANSAL PROPERTIES & INFRASTRUCTURE LTD.
Virash
 Authorised Signatory

आज दिनांक 07/05/2014 को
वही सं. 1 जिल्द सं. 17221
पृष्ठ सं. 189 से 214 पर कमांक 9689
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

बी.सी.सिंह
उप निबन्धक (प्रथम)
लखनऊ
7/5/2014