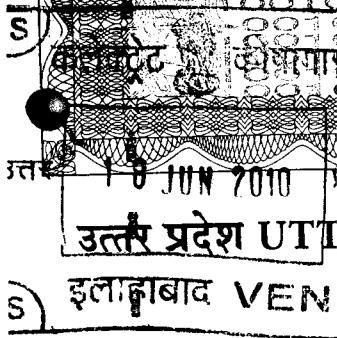


④



through its Vice Chairman (hereinafter

Between

And

Whereas the Government of Uttar Pradesh (hereinafter referred to as "The Government") vide Commissioner/Distt. Magistrate, Allahabad Order No. उत्तर प्रदेश शासन राजस्व अनुभाग-1 संख्या 958/एक-1/2010-5-3(7)/2009-128 लखनऊ dated 24 May 2010 resumed Uttar Pradesh Z.A. & L.R. Act-1950 under section 132 Gram Samaj Land admeasuring 31.79 acres of Village Devrakh Uparhar, Devrakh Kachhar, Mawaiya Uparhar, Madanua Uparhar, Chak Viswanath, Chak Tejaudixit and Lawayan Kalan, Pargana Arail, Tehsil Karchana District Allahabad the details which are given in SCHEDULE-1 hereto (hereinafter referred to as "the Land") for the purpose of Hi-Tech Township in Allahabad District, Uttar Pradesh.

सचिव
इलाहाबाद विकास प्राधिकरण
इलाहाबाद

क्रमांक 1478 दिनांक 22-6-10 100

पंजाब केता का नाम पंजाब रिपब्लिकन फाउंडेशन
पता 10 बल रस (बी कॉलम) जी नई दिल्ली

पंजाब विक्रेता अरुण कुमार

पंजाब सिविल लाइन, इलाहाबाद

पंजाब 549 अरुण 31 मार्च 2011

डॉक्टर कुमार

लीनर

28843938

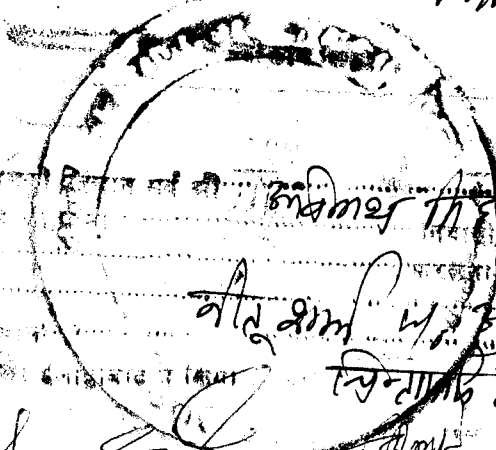
पंजाब 10000 30 10000 1000

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पंजाब पंजाब 3000 वि. पंजाब 3000 वि. पंजाब



पंजाब पंजाब 3000 वि. पंजाब 3000 वि. पंजाब

28-6-10



102

(भाग 1)
(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

क्रम-संख्या: 282610324

1 या प्रार्थना-पत्र प्रस्तुत करने का दिनांक: 28-6-10

प्रस्तुतकर्ता या प्रार्थी का नाम: श्रीमान रवि

लेख्य का प्रकार: कमिशन

प्रतिफल की धनराशि: 25843438/-

1--रजिस्ट्रीकरण शुल्क: 10000/-

2--प्रतिलिपिकरण शुल्क: 1

3--निरीक्षण या तलाश शुल्क: 10020/-

4--मुख्तारनामा के अधिप्रमाणिकरण के लिए शुल्क: 10020/-

5--कमीशन शुल्क: 1

6--विविध: 1

7--यात्रिक भत्ता: 1

से 6 तक का योग: 10020/-

शुल्क वसूल करने का दिनांक: 28-6-10

नांक, जब लेख्य प्रतिलिपि या तलाश प्रमाण-पत्र वापस करने के लिए तैयार होगा: 28-6-10

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर: 28-6-10

पीओएसओपीओ-01 निबन्धन 18.5.2009 निबन्धन 1
प्रपत्र सं० 13-50,000 पुरतकें (डीओटीओपीओ/आफरोट)।

(१)

(३)

प्रस्तुतक

प्रमाण-प

निष्पाद

लेख्य व

प्रतिफल

प्रार्थना-

दिनांक

प्रमाण

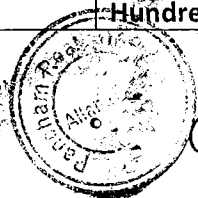
रजिस्

AND WHEREAS the Lessor, at the request of the lessee vide **Government Order No. 21/होम/मेल/वि०प्रा०/2010 Dated 11 June 2010** has agreed to demise the Land to the lessee for the aforesaid purpose for a total consideration of **Rs. 2,58,43,937.60 (Two Crore Fifty Eight Lacs Forty Three Thousands and Nine Hundred Thirty Seven Rupees and Sixty Paisa)** only and the annual rent of **Rs. 34,746.00 (Thirty Four Thousand Seven Hundred Forty Six Rupees)** only reserved hereinafter subject to the rights, restrictions and several covenants hereinafter expressed.

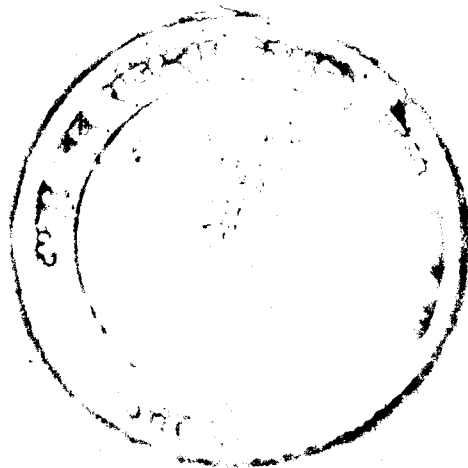
NOW THEREFORE THIS LEASE DEED WITNESSETH AS UNDER AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:

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 ADA and Pancham Realcon Pvt. Ltd. dated 05 September 2009 (hereinafter referred to us "MoU").
2. The Lessor is the lawful owner of land admeasuring **12.869 Hectare**, situated in **Village Devrakh Uparhar, Devrakh Kachhar, Mawaiya Uparhar, Madanua Uparhar, Chak Viswanath, Chak Tejaudixit and Lawayan Kalan, Pargana Arail, Tehsil Karchana District Allahabad** (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-1.
3. In consideration of the payment of the premium amount of **LAND Rs. 2,58,43,937.60 (Two Crore Fifty Eight Lacs Forty Three Thousands and Nine Hundred Thirty Seven Rupees and Sixty Paisa)** only and the lease rent of **34,746.00 (Thirty Four Thousand Seven Hundred Forty Six Rupees)** only per annum hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-lessee hereinafter contained, the Lessor doth hereby demise unto to the Lessee all that piece and parcel of the LAND, more particularly described in the SCHEDULE-1 hereto for the development of Hi-tech Township and associated facilities for as period of 90 years.
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 the 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. 34,746.00 (Thirty Four Thousand Seven Hundred Forty Six Rupees)** only per hectare per year in advance (the "Rent Amount") commencing from the month of **June 2010**. The Lessee has paid to the Lessor for 12.869 Hectare of land falling in list enclosed Village Devrakh Uparhar, Devrakh Kachhar, Mawaiya Uparhar, Madanua Uparhar, Chak Viswanath, Chak Tejaudixit and Lawayan Kalan, Pargana Arail, Tehsil Karchana District Allahabad (U.P.) as per SCHEDULE-1 which includes 12.869 Hectare of the LAND, a premium amount of **Rs. 2,58,43,937.60 (Two Crore Fifty Eight Lacs Forty Three Thousands and Nine Hundred Thirty Seven Rupees and Sixty Paisa)** only towards resumption/acquisition cost of the LAND though Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges.

Sl. No.	Pay Order No./Cheque No.	Date	Amount (Rs.)	Drawn on
1.	402600	16.06.2010	2,58,43,938.00	Axis Bank Ltd.
Total	(Two Crore Fifty Eight Lacs Forty Three Thousands and Nine Hundred Thirty Seven Rupees and Sixty Paisa)			



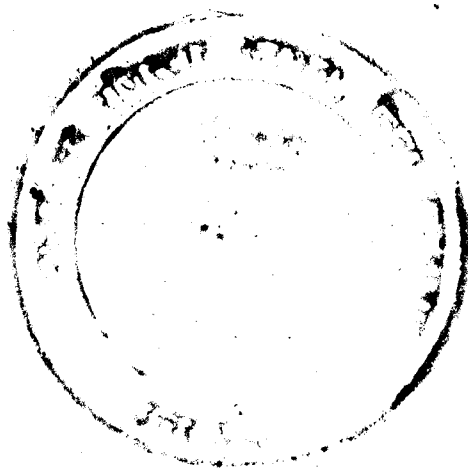
बलाहाबाद विकास प्राधिकरण
बलाहाबाद



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 provision 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 tenders for financial assistance.
8. The Lessor covenants and warrants that :
 - (e) 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 the 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.
 - (f) 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.
 - (g) 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.
 - (h) 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 :
 - (e) 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.
 - (f) The Lessee shall bear entire legal expenses of execution of this Lease Deed including registrations charges.
 - (g) 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.
 - (h) 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.



सचिव
स्वास्थ्य विकास प्राधिकरण
स्वास्थ्य



11. That the Lessor in consultation with the Lessee may make such amendments, additions and alternations 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 workmen or representative which:
 - i. Injures or destroys any building or part thereof or other structure contiguous or adjacent to the LAND.
 - ii. Keeps the foundation, tunnels or other pits on the LAND open or exposed to weather causing any injury to any person or to contiguous or adjacent building; and
 - iii. Digs any pit near the foundation of any building hereby 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 regard 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; 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:

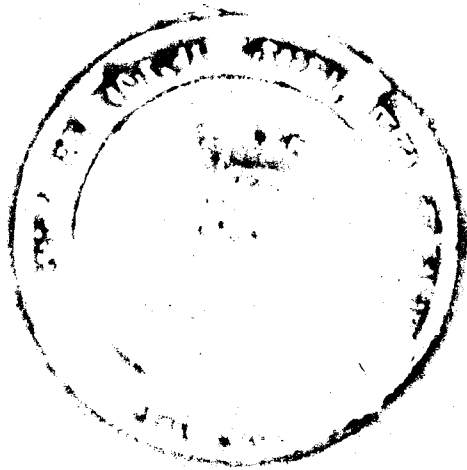


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रमादाबाद विकास प्राधिकरण

अध्यक्ष



(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 the 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 and modification) Act, 74 (U.P. Act No. 30 of 1974).


22. This Lease Deed shall be subject to the jurisdiction of District Court at Allahabad 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 Association 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**



Name of Village	Gata No.	Areas (in acres)
Village : Devrakh Uparhar, Devrakh Kachhar, Mawaiya Uparhar, Madanua Uparhar, Chak Viswanath, Chak Tejaudixit and Lawayan Kalan Pargana : Arail Tehsil : Karchana District : Allahabad	(enclosed)	31.799 Acre (12.869 Hec.)

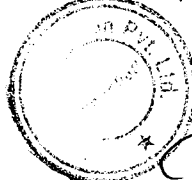
IN WITNESS WHEREOF THE Lessor and the Lessee have caused these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing.

For and on behalf of the Lessee,

(Sri Parkash V.)
M/s Parkash Realcon Pvt. Ltd.


Witness : 1 Neelish Sharma w/o Mr. Anand Sharma
1 City, Chhatamoni Geopetm


2  (Name and Address) 



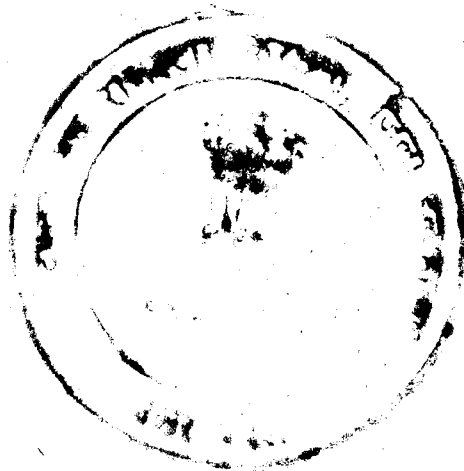
For and on behalf of the Lessor

(Smt. Seema Singh) 28/6/2010
Secretary, Allahabad Development Authority

आलाहाबाद विकास प्राधिकरण
आलाहाबाद

 महसिल यादव ए. डी. ए.

(Name and Address)
हाई टेक लेन ए. डी. ए.



उत्तर प्रदेश शासन
राजस्व अनुभाग-1
संख्या-958/एक-1/2010-5-3(7)/2009-128
लखनऊ :: दिनांक :: 24 मई, 2010

अधिसूचना

उत्तर प्रदेश जमींदारी विनाश एवं भूमि व्यवस्था अधिनियम, 1950 (उत्तर प्रदेश अधिनियम संख्या-1 सन् 1951) की धारा 117 की उपधारा (6) द्वारा प्रदत्त शक्ति का प्रयोग करके एवं शासनादेश संख्या-प्र0स0 474/एक-1/2008-5-1(48)/2008-78, दिनांक 19.12.2008 में दिये गये निर्देशों/शर्तों के अधीन एवं इस सीमा तक और सरकारी आदेश संख्या-68/तीन-2(6)/1979-राजस्व-1, दिनांक 01 जुलाई, 1983 का आंशिक उपान्तर करके श्री राज्यपाल महोदय द्वारा नीचे दी गयी अनुसूची में उल्लिखित भूमि, जो कि पूर्व में आदेश संख्या-68/3-2(6)/1979-रा-1, दिनांक 05 सितम्बर, 1986 द्वारा यथा संशोधित उक्त आदेश द्वारा इस अनुसूची के स्तम्भ-5 में उल्लिखित गाँव सभा में निहित की गयी थी, का पुनर्ग्रहण करते हैं।

अनुसूची

क्र० सं०	जिला	तहसील	परगना	गाँव	खसरा/गाटा संख्या	क्षेत्रफल (हेक्टेअर में)	विवरण/प्रयोजन
1	2	3	4	5	6	7	8
1	इलाहाबाद	करछना	अरैल	देवरख उपरहार	225 274 299 339 357/2 384 422एम	0.171 0.228 0.331 0.468 0.571 0.274 0.068	आवास एवं शहरी नियोजन विभाग उ०प्र० शासन के निवर्तन पर रखते हुए इलाहाबाद विकास प्राधिकरण, इलाहाबाद, को हाईटेक टाउनशिप विकसित किये जाने हेतु।
					07 गाटा	2.111	
2	इलाहाबाद	करछना	अरैल	देवरख कछार	54एम	0.080	
					01 गाटा	0.080	

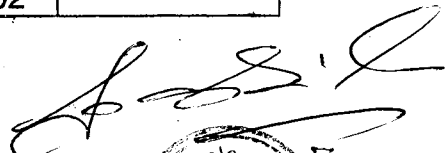

इलाहाबाद विकास प्राधिकरण
लखनऊ





3	इलाहा बाद	कर छना	अरैल	मवेया उपरहार	25	0.171	✓
					76	0.114	✓
					230	0.137	
					580	0.188	
					509	0.050	
					524	0.033	
					527	0.034	
					512	0.020	
					532	0.020	
					542	0.091	
					543	0.052	
					579	0.082	
					802	0.006	
					804	0.087	
					805	0.016	
					814	0.137	
					841	0.021	
					848	0.034	
					851	0.093	
					858	0.059	
					864	0.004	
					874	0.067	
					879	0.024	
					886	0.020	
					904	0.025	
					911	0.104	
					916	0.020	
					824	0.011	
					829	0.016	
					895	0.085	
					523	0.023	
					545	0.016	
					547	0.006	
					559	0.024	
					815	0.032	
					830	0.015	
					842	0.010	
					849	0.016	
					852	0.039	
					865	0.002	


 साधु
 साधु साधु साधु



					875	0.037
					892	0.046
					905	0.017
					550	0.094
					566	0.137
					567	0.034
					809	0.151
					810/1	0.100
					813	0.100
					867	0.063
					873	0.046
					894	0.011
					803	0.040
					53 गाटा	2.880
4	इलाहा बाद	कर छना	अरैल	मदनुवा उपरहार	72 245/1	0.765 0.628
					02 गाटा	1.393
5	इलाहा बाद	कर छना	अरैल	चक विश्वनाथ	34	0.015
					01 गाटा	0.015
6	इलाहा बाद	कर छना	अरैल	चक तेजऊ दीक्षित	7 12 42 75	0.027 0.042 0.033 0.057
					04 गाटा	0.159
7	इलाहा बाद	कर छना	अरैल	लवायन कला	38 एम 226/1 229 231 234 344 490 503	1.004 0.525 0.434 0.457 0.434 0.068 0.217 0.091

सद्वि
इलाहाबाद विकास प्राधिकरण
इलाहाबाद





					582	0.171	
					604	0.080	
					705	0.137	
					708	0.068	
					718	0.274	
					721एम	0.057	
					735	0.137	
					741/1	0.228	
					762	0.217	
					779/1	0.285	
					861/1	0.822	
					35	0.046	
					100	0.080	
					132	0.148	
					670	0.103	
					688/1	0.057	
					754	0.068	
					863/1	0.023	
					26 गाटा	6.231	
				कुल योग	94 गाटा	12.869	31.799


आज्ञा से,

(के०के०सिन्हा)
प्रमुख सचिव।

संख्या- 958(1) / एक-1 / 2010-5-3(7) / 09-128 तददिनांक

प्रतिलिपि जिलाधिकारी, इलाहाबाद को उनके पत्र संख्या-1508/ डी०एल०आर०सी०दिनांक 05-09-2009 के संदर्भ में इस आशय के साथ प्रेषित कि वह इस आदेश की प्रतियों कलेक्टर न्यायालय के सूचनापट्ट पर, तहसील भवन तथा संबंधित ग्राम में किसी सहज दृश्य स्थान पर चस्पा कराये तथा प्रत्येक स्थान पर उक्त आदेश के चस्पा होने की तिथि अंकित करते हुए अनुपालन आख्या आवास एवं शहरी नियोजन विभाग उ०प्र० शासन तथा राजस्व विभाग को शीघ्र उपलब्ध कराने का कष्ट करें।

2. यह भी अपेक्षित है कि राजस्व अनुभाग-1 के शासनादेश संख्या-258/16(1)-73-रा-1, दिनांक 9 मई, 1984 के अनुसार पुनर्गृहीत की गयी


इलाहाबाद विकास प्राधिकरण
22/5





भूमि कुल रकबा 12.869 हे० गाँव सभा की भूमि का वर्तमान प्रचलित बाजार दर पर आंकलित मूल्य तथा शासनादेश संख्या-888/एक-1/04-रा-1 दिनांक 14 सितम्बर 2004 के अनुसार उक्त भूमि की नई दरों पर निकाली गयी माल गुजारी के 150 गुना के बराबर वार्षिक किराया/पूँजीकृत मूल्य की धनराशि लेखा शीर्षक "0029-भूराजस्व-800-अन्य प्राप्तियों-08-मालिकाना राजस्व-0806-प्रकीर्ण प्राप्तियों" के नाम जमा कराये जाने की सूचना तथा चालान की प्रति आवास एवं शहरी नियोजन विभाग उ०प्र० शासन तथा राजस्व विभाग उ०प्र० शासन को उपलब्ध कराना सुनिश्चित करें। उक्तानुसार वांछित धनराशि जमा कराने के पश्चात ही लखनऊ विकास प्राधिकरण को कब्जा दिया जायेगा। प्रश्नगत भूमि आवास एवं शहरी नियोजन विभाग उ०प्र० शासन के निर्वर्तन पर रखी जायेगी।

3. जिलाधिकारी द्वारा शासनादेश संख्या-प्र०स० 474/एक-1-2008-5-1(48)/2008-78, दिनांक 19.12.2008 में दिये गये निर्देशों का अक्षरशः अनुपालन कराया जाएगा तथा निर्धारित प्रारूप पर यथानिर्देश पुनर्ग्रहण की सूचना भी उपलब्ध करायी जाए।

आज्ञा से,

(देश राज)
अनु सचिव।

संख्या- 958(2) / एक-1/2010-5-3(7)/09-128तददिनांक

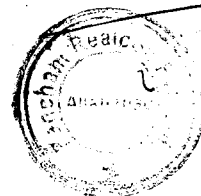
प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

- 1- प्रमुख सचिव, आवास एवं शहरी नियोजन विभाग उ०प्र०शासन।
- 2- आयुक्त एवं सचिव, राजस्व परिषद, उ०प्र०, लखनऊ।
- 3- आयुक्त, इलाहाबाद मण्डल इलाहाबाद।
- 4- सचिव इलाहाबाद विकास प्राधिकरण, इलाहाबाद।
- 5- गार्ड बुक।

आज्ञा से,

(देश राज)
अनु सचिव।

सचिव
इलाहाबाद विकास प्राधिकरण
इलाहाबाद
















रजिस्ट्रीकरण अधिनियम 1908 को धारा 32ए के अन्तर्गत
(Finger Prints) अंगुलियों के चिह्न लेना एवं विक्रेता

बायें हाथ श्री देवराज जी




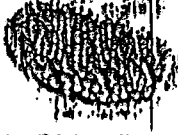




दायें हाथ

	कनिष्ठ	
	अनामिका	
	मध्यमा	
	तर्जनी	
		

बायें हाथ

~~श्री देवराज जी~~ सविन धीमो/सी/मा/देवी

दायें हाथ

	पू/मध्य	
	अना/मध्य	
	मध्यमा	
	तर्जनी	
	अंगुली	

28/6/2010
 सविन
 इलाहाबाद विकास प्राधिकरण
 इलाहाबाद

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निर्देशिका क्रमांक



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निर्देशिका क्रमांक

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