

927/47 R-867 I-510

(4)

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

100



सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

पंचायत को नगर  
गाविस बुद्ध नगर  
13 JAN 2011

उत्तर प्रदेश UTTAR PRADESH

AL 456315

lease deed



For Artha Infratech Pvt. Ltd.

प्रबन्धक (अ.टी.)  
पेटर नोएडा प्राधिकरण

Director

*Indeep Gupta*

132

06/01/11

स्टाम्प विक्रय की तिथि

20/11

स्टाम्प रुब करने का प्रयोजन

स्टाम्प की कीमत का नाम व पूरा पता

स्टाम्प की कीमत 100/-

मनोज कुमार स्टाम्प विक्रेता

नार्डिनेस नंबर-100/2008-07 तारीख-31-8-2008

एन.ए.ए.ए. कार्यालय 22 दर नैदवा

मनोज कुमार

my Arjya mtsfeah (P) Ltd  
A-7 East of Jail  
New Delhi



## LEASE DEED

This Lease deed made of the      day of Janaury the year 2011 between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 read with section 2(d) of the Uttar Pradesh 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, assigns of the one part and **M/s Artha Infratech pvt. Ltd.**, a company incorporated under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at **F -7 East of Kailash New Delhi 110065** represented hereby through its Authorised signetory **Mr. Sudeep Gupta S/O Sh. S.K. Gupta Add. D – 109 Saket New Delhi** (hereinafter called the "Lessee") which term shall, unless, repugnant to or inconsistent with the context mean and include its successors in interest and assigns of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired and developed by the lessor for the purpose of setting up an urban and industrial township.

WHEREAS the Lessor is desirous to facilitate development of IT Industries and IT enabled Services in Greater Noida in the **private/joint venture sector**. "**IT Industries and Call Centers**" referred to hereinafter as "**the project and facilities**", which is an integrated, self contained development of international standard that would refer to high quality, ready to use office space and land and social infrastructure to ensure high quality of life. The elements of IT Industries and Call Centers ("**the project and facilities**") shall include, but not be limited to, the broad elements as listed in **SCHEDULE--I** of this deed.

प्रबन्धक  
ग्रेटर नोएडा प्राधिकरण

For Artha Infratech Pvt. Ltd.

*Sudeep Gupta*  
Director

159,094,587.00 पट्टा विलेख (90 व 10.000.00 50 10,050.00 2,500

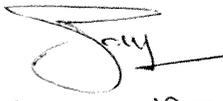
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व्यवसाय नौकरी  
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अस्थायी पता  
ने यह लेखपत्र इस कार्यालय में दिनांक 12/1/2011 समय 5:43PM  
वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर  
(राजबहादुर सिंह)  
उपनिबन्धक सदर  
गौतमबुद्धनगर  
12/1/2011

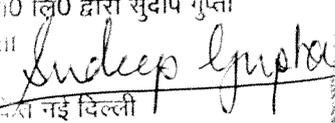
निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनगशि रू. प्रलेखनानुसार उक्त  
पट्टा दाता

श्री संजीव शर्मा  
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पुत्र/पत्नी श्री पेशा नौकरी



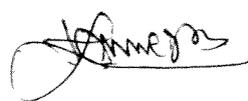
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पेशा  
निवासी डी-109 नई दिल्ली



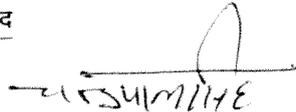
ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री राजीव बघेल  
पुत्र श्री सतीश बघेल  
पेशा



निवासी नन्दपुर हाथवन फिरोजाबाद

व श्री चन्द्रपाल सिंह  
पुत्र श्री नन्थू सिंह



पेशा  
निवासी 149/9 गुप्ता अपार्ट0 किशनगढ बसन्त कुंज नई दिल्ली  
ने की।



पत्यक्षतः भद्र माक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर  
(राजबहादुर सिंह)  
उपनिबन्धक सदर  
गौतमबुद्धनगर  
12/1/2011

AND WHEREAS the lessor vide letter dated **03-10-2008** has allotted 100000 sqm. (As per lease plan 100067.54 sqm) of land in Sector Techzone 4 in Greater Noida to the lessee for Development of IT & IT Enabled Services on the detailed term and condition set out in the said allotment letter.

AND Whereas the Government of U.P. vide its notification no. KN-5-305 / 11-2005-500 (136) – 2003 dated 19<sup>th</sup> Jan 2005 1547/77-06-09-15(M)/05 dated 21.08.2009 passed in consonance with the Industrial and Services Sector Investment Policy, 2004 has granted 100% exemption from payment of Stamp Duty and registration charges payable on execution of first written transaction of lease deed only, inter-alia for setting up of IT Industries and Call Centers subject to compliance of the norms, standards and procedures set up by the concern department of Govt. of U.P. dealing with the project of IT Industries and Call Centers. Whereas the Department of IT and Electronics, Govt. of U.P. has issued a G.O. no. 2168 / 78-2-2005-46 IT / 2005 , dated 30<sup>th</sup> December 2005 and has fixed the norms, standard and procedures for 100% exemption from stamp duty and the GO 1547/77-06-09-15(M)/05 dated 21.08.2009 amending the GO dated 19-01-2005 to IT Industries and Call Centers in accordance with the para 10.2 of Industrial and Services Sector Investment Policy, 2004.

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.

AND Whereas the Lessor considering all the above facts has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereafter appearing for the purpose of setting up **"the project and facilities"** according to the layout and building plan to be approved by the Lessor.

**D) NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:**

That in consideration of the premium of Rs 203211441/- (**twenty crore thirty two lacs eleven thousand four hundred forty one**) out of which **Rs.61041441/- (six crore ten lacs forty one thousand for hundred forty one only)** have been paid by the lessee to the lessor, (the receipt whereof the lessor both hereby acknowledges) and balance amount to be paid in the manner hereinafter provided :-

Towards balance of 173014089./- is to be paid in installments along with interest @ **12 % p.a.** on outstanding balances on the dates mentioned hereinafter :-

Inst.	Due Date	Principal Amount	Equal Instalment	Interest	Due Instalment	Paid /unpaid
0	30.01.2011	17,30,14,089.00	0	0.00	0.00	Unpaid
1	30.07.2011	17,30,14,089.00	0.00	1,03,80,845.34	10380845.34	Unpaid
2	30.01.2012	17,30,14,089.00	0.00	1,03,80,845.34	10380845.34	Unpaid
3	30.07.2012	17,30,14,089.00	0.00	1,03,80,845.34	10380845.34	Unpaid
4	30.01.2013	17,30,14,089.00	1,44,17,840.75	1,03,80,845.34	24798686.09	Unpaid
5	30.07.2013	15,85,96,248.25	1,44,17,840.75	1,03,80,845.34	24798686.09	Unpaid
6	30.01.2014	14,41,78,407.50	1,44,17,840.75	95,15,774.90	23933615.65	Unpaid
7	30.07.2014	12,97,60,566.75	1,44,17,840.75	86,50,704.45	23068545.20	Unpaid
8	30.01.2015	11,53,42,726.00	1,44,17,840.75	77,85,634.01	22203474.76	Unpaid
9	30.07.2015	10,09,24,885.25	1,44,17,840.75	69,20,563.56	21338404.31	Unpaid
10	30.01.2016	8,65,07,044.50	1,44,17,840.75	60,55,493.12	20473333.87	Unpaid

59,094,587.00 पट्टा विलेख (90 बा) 10,000.00 50 10,050.00 2,500

श्री प्रतिफल माण्डल आमत वार्षिक किगया फॉर्म रजिस्ट्री नकल व पात भु-यांग 12/1/2011 समय 5:43PM  
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ने यह लेखपत्र इस कार्यालय में दिनांक 12/1/2011 समय 5:43PM  
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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर  
(राजबहादुर सिंह)  
उपनिवन्धक सदर  
गौतमबुद्धनगर  
12/1/2011

निष्पादन लेखपत्र वाद मुनने व समझने मजमून व पाज धनगशि रू. पलेग्रानुमाग उक्त पट्टा दाता

श्री संजीव शर्मा  
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पुत्र श्री  
पुत्र/पत्नी श्री पेशा नौकरी



पट्टा गृहीता  
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पुत्र श्री एस0के0  
पेशा  
निवासी डी-109 कता नई दिल्ली



ने निष्पादन स्वीकार किया।  
जिनकी पहचान श्री राजीव बघेल  
पुत्र श्री सतीश बघेल  
पेशा

निवासी नन्दपुर हाथवन फिरोजाबाद  
व श्री चन्द्रपाल सिंह  
पुत्र श्री नल्थू सिंह  
पेशा  
निवासी 149/9 गुप्ता अपार्ट0 किशनगढ बसन्त कुंज नई दिल्ली



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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर  
(राजबहादुर सिंह)  
उपनिवन्धक सदर  
गौतमबुद्धनगर  
12/1/2011

11	30.07.2016	7,20,89,203.75	1,44,17,840.75	51,90,422.67	19608263.42	Unpaid
12	30.01.2017	5,76,71,363.00	1,44,17,840.75	43,25,352.23	18743192.98	Unpaid
13	30.07.2017	4,32,53,522.25	1,44,17,840.75	34,60,281.78	17878122.53	Unpaid
14	30.01.2018	2,88,35,681.50	1,44,17,840.75	25,95,211.34	17013052.09	Unpaid
15	30.07.2018	1,44,17,840.75	1,44,17,840.75	17,30,140.89	16147981.64	Unpaid

And in consideration of Rs. 5080286/- (**Rs. fifty lacs eighty eighty thousand two hundred eighty six only**) which the lessee agrees to pay as per yearly lease rent determinable @2.5% of the premium of the plot to the lessor. This will be the annual lease rent which the lessee shall pay every year in advance to the lessor.

The lessee shall have an option to pay a lumpsum amount equivalent to 11 times of the annual lease rent i.e ....being 27.5% of the total premium of the plot as a one time lease rent with the prior written approval of the lessor.

The lessor doth hereby demise and lease to the lessee, all that plot of land on **as is where is basis**, mentioned as **Plot No.21 at sector Techzone -4** area, situated in Greater Noida Industrial Development Area District, Gautam Budh Nagar contained by admeasurement 100067.54 **SQM**; be the same, a little more, or less, and bounded by:

Admeasurement- **100067.54 SQM**

ON THE NORTH BY- As per lease plan  
ON THE SOUTH BY —do-  
ON THE EAST BY —do-  
ON THE WEST BY —do-

And which said plot is more clearly delineated and shown in the attached plan and therein marked **red**.

**For all practical purposes and for this lease deed, the date of execution of lease deed shall be the date for handing over possession of the plot.**

TO Hold the said plot (hereinafter referred to as "the demised premises) with their appurtenances unto the Lessee to the term of Ninety Years Commencing from <sup>th</sup> day of Janaury year 2011 except and always reserving to the Lessor :-

- (a) The rights and title to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plots and full right and power and any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same, without providing or leaving any vertical support for the surface of the plot(s) /flats or for the structure time being standing thereon, provided always, that the lessor shall make reasonable compensation to the lessee for all damages directly occasioned by exercise of these rights hereby reserved. The decision of the CEO of the lessor on the amount of such compensation will be final and binding on the lessee.

प्रमाणित  
प्रेटर कोएडा

For Noida Industrial Pvt. Ltd.

Sandeep Gupta

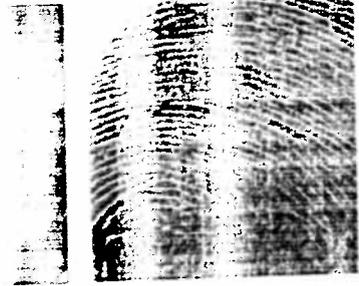
पट्टा गृहीता

Registration No. : 510

Year : 2011

Book No. : 1

0201 मै. अर्थ इन्फ्रा० प्रा० लि० द्वारा सुदीप गुप्ता  
एस०के० गुप्ता  
डी-109 साकेत नई दिल्ली





पट्टा दाता

Registration No.:

510

Year :

2,011

Book No. :

1

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ग्रे0नो0ओ0वि0प्रा0

नौकरी



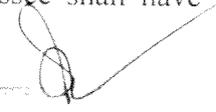
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- f) That the Lessee shall bear, pay and discharge all rates, assessments of every description including beneficent levy which during the said term be assessed, charged or imposed upon either on the lessee or on its tenant or on the occupier, jointly or severally, in respect of demised premises or on the buildings to be erected thereupon.
- g) That the lessee shall obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist.
- h) That the Lessee shall at his own cost develop and erect building on the demised premises in accordance with the plan, elevation, and design to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and **shall ensure that the broad elements as listed in SCHEDULE--I are provided in "the project and facilities"** in a substantial workman-like manner, with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers etc.
- i) The lessee shall be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification and street lighting, water supply, sewerage and road side arboricultural, development of parks, adequate provision of parking space and any other item as may be desired by the lessor according to norms and specifications prescribed from time to time.
- j) All the peripheral/ external development work as may be required to be carried out up to allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the lessor at its own cost. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the lessee .
- k) The lessee shall also bear the proportionate/full installation expenses (as the case may be) of the requisite size of transformers etc., for power connection to the demised premises from Noida Power Company Ltd.
- l) That the lessee shall not make, or permit to be made, any alteration in or additions to the layout of the **"the project and facilities"** or other erections for the time being on the demised premises.
- m) That the lessee shall not erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission, in writing of the plan if any, approved by the Lessor or any officer authorised by Lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

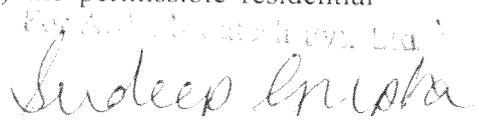
- n) That the lessee shall have to invest a minimum of **Rs.99 crores**, excluding the land cost, in the project from the date of execution of this lease deed (100% of the minimum acceptable investment as defined in the following clause).
- o) Minimum acceptable investment for the project shall be calculated as Rs.4.00 crores per acre (excluding land cost).

As a proof of investment the lessee shall submit the Certificate of Chartered Accountant and Approved Valuer of the same to the lessor on yearly basis excluding land cost. Such certificate should be submitted within one month of the completion of each year.

- p) That the lessee shall develop the **"the project and facilities"** on the demised premises and meet the following norms of development.
  - i) Minimum area of 4000 sqm would be required for establishment of IT/ITES units.
  - ii) Maximum ground Coverage of 30 % and FAR 187.50. In case of units from one acre upto 2.5 acres, the maximum ground coveragr would be 25%.
  - iii) Allottees of 5 acres or more would be allowed maximum 10% of total FAR for institutional facilities mentioned in schedule-II. Rest 90% would be used for IT/ITES.
  - iv) When the area is 10 area or more and investment is proposed to be more than 50 crores, in such cases 10% of FAR would be permitted for Residential use for employees and officers of unit/organization including chowkidars and peons, subject to the ratio of institutional and residential facilities should not exceed more than 15% of FAR and rest 85% FAR would be primarily used for IT/ITES.
  - v) Allottees of 20 acres or more would be allowed maximum 25% of the total FAR for residential/commercial/institutional facilities and the rest 75% would be utilized for IT/ITES purpose, subject to the condition that maximum of 10% of total FAR would be for residential use and maximum of 10% of total FAR would be for commercial use.
  - vi) Residential/Commercial/Institutional facilities allowed in IT/ITES/STP are mentioned in Schedule-II.
  - vii) Apart from the built-up space, the lessee shall be allowed to sell (transfer) developed land to clients for their captive use. However, a minimum of 75% of the total allowed FAR of IT Industries and IT Enabled Services would have to be developed as built-up space. The remaining could be sold as FAR in the developed plots.
  - viii) The allottee shall sell (transfer) the Commercial and Residential FAR in proportion to the sale (transfer) of FAR of IT Industries and IT Enabled Service areas.  
However on the sale/tripartite sub-lease deed no exemption on payment of stamp duty are granted, it shall be payable as per the provisions of the Stamp Act.

- q) The lessee shall have the right to sell (Transfer) the developed plot of land and/or the built-up space as per the limitations of the sub-clause (p) above, at its own price. The lessee shall have to sell (transfer) the permissible residential

  
Sudeep Krishna

  
Sudeep Krishna

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developed plot and/or built-up space to the owners of the I T unit. No transfer charges shall be levied by the lessor for the first sale of developed plot/(s) and/or built-up space. The lessee shall provide the list of its bonafide users from time to time. **This transfer shall be subject to execution of a Tripartite sub lease deed on the Performa approved by the lessor.**

- r) However, for **subsequent sales** the lessee shall take permission from the lessor, which will not be unreasonably withheld if such sale also conforms to the provisions of sub-clauses (p & q) above. Transfer charges as prevalent at the time of the transfer, or as may be decided by the CEO, will be payable on such subsequent sales. Apart from that, the lessee shall have to take the approval of the lessor on the draft **Tripartite sub-lease deed** to be executed between the **lessor, lessee and sub-lessee.**

That the lessee/sub lessee shall use the demised premises for the purpose for which it has been allotted and no other purpose without the consent of the lessor and subject to such terms and conditions as lessor may impose and will not do or suffer to be done on demised premises or any part thereof, any act or thing which may or grow to be a nuisance, damage, annoyance or inconvenience to the lessor or the owners, occupier of other premises in the neighborhood.

- s) That the lessee will in no case (except as mentioned above) assign, relinquish (except in favour of the Lessor) **“the project and facilities”** without prior permission of the Lessor. The transfer of plot to lessee's legal heir will be allowed with prior permission of the CEO of the Lessor or an officer authorised by him/her in this regard.
- t) The lessee may with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any Government/Semi Government organisation /Financial Institution/ Individuals /Firms/ Body Corporate /Banks for the purpose of securing loan for acquiring the plot/ carrying on construction.

That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of the lessor.

- u) That every transfer, assignment, relinquishment, mortgage, subletting of any part/whole of **the project and facilities** shall be subject to the terms of the lease deed and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect therefor.

PROVIDED always that if the lessee or his/her/their/its transferee or permitted assignees as the case may be, will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole or residue on the said terms he/she/its will deliver at his/her/its/their own expense to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute.

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श्री. अमित इन्फोटेक प्रा. लि.

Sudeep Gupta

- v) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of the day, to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provisions of this sub-clause to his/her/their/its tenants/sub-lessee.
- w) That the lessee will develop **“the project and facilities”** and construct all the buildings according to the layout, architectural and elevation controls as prescribed by the lessor/competent authority.
- x) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- y) That the lessee shall not exercise his/her/their/its option of determining the lease nor hold the lessor responsible to make good the damage if, caused by fire, tempest, flood or violence of army or of a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- z) **That the lessee will be required to get the detailed building plan approved from the Lessor within eighteen months from the date of registration of plot with lessor and will be required to complete construction of first phase i.e. 40% of the total allowed covered area within three years from the date of possession of plot.**
- bb) **The lessee shall have to complete the construction of the whole “the project and facilities” within five years from the date of taking over possession of plot.**
- cc) **Maintenance**
1. That the Lessee at his own expense will take permission for sewerage, electricity, and water connections etc. from the concerned departments of the Lessor or from the competent Authority in this regard.
  2. That the lessee will keep the demised premises and the buildings:
    - ii) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor;
    - iii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
  3. That the lessee shall abide by all Regulations, by-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
  4. In case of non-compliance of terms and directions of lessor, the lessor shall have the right to impose such penalty as the lessor may consider just or expedient.

  
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BOC Andhra Pradesh Pvt. Ltd.  
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5. If the maintenance work of any area is not found satisfactory as per the lessor's guidelines, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the lessee / sub-lessee collectively or in parts. The decision of the lessor will be final as to the expenses incurred in the maintenance work.
6. The lessee shall maintain all services in good order and in good shape for a minimum period of one year or the extended period as may be necessitated after the date of completion of internal development works at its own cost and thereafter develop a system by which the long term maintenance of the area, services, building shall be ensured to the satisfaction of the lessor.
- dd) The lessee undertakes to abide by the following conditions within the meaning of UPIT-2004 :-
1. The lessee undertakes to abide by and fulfill the norms and standards set up by the Department of IT & Electronics, Govt. of U.P. for the setting up the project of IT Industries and Call Centers as enumerated above to claim exemption in Stamp Duty on this first instrument i.e. lease deed with GNIDA.
  2. The Lessee has to obtain approval of the Development and Building Plan within 18 months from the date of registration for allotment of land from lessor.
  3. The Lessee has to construct 40% of the total permissible covered area on the allotted plot within 3 years from the date of possession of plot and also has to complete remaining construction within 5 years from the date of possession of plot.
  4. The lessee unequivocally agrees that in view of the fact that he/she is availing the benefit of 100% exemption of payment of Stamp Duty chargeable in respect of this instrument ( i.e. Lease Deed ) executed with the lessor and the period of construction will commence and complete as stated in this instrument as set out in clauses II (dd) 2 and 3 above within the meaning of the said G.O. KN-5-305 / 11-2005-500 (136) – 2003 dated 19<sup>th</sup> jan 2005, No. 2168/78-2-2005 48 I.T./dated 30-12-2005 & GO 1547/77-06-09-15(M)/05 dated 21.08.2009.
  5. The Payment of the amount of Stamp Duty to lessor shall be secured by execution of a Bank Guarantee of the Nationalized Bank in favour of lessor as per the Performa annexed to this agreement
  6. The lessee has submitted a **Bank Guarantee of Rs.24615000 /- (Rupees two crore forty six lacs fifteen thousand only) from UCO Bank G-25 Sector -03 Noia**, is equivalent to Stamp Duty being claimed while executing this instrument and is **valid upto 09-12-2015** and he will continue to get it renewed and submitted to the lessor after expiry of every year if the project/unit is not complete and functional and also if completion certificate is not issued by lessor.
  7. The Lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the Department of I.T and Electronics, Govt. of

प्रबन्धक (आई.टी.)  
प्रेटर नोएडा प्रतिष्ठान

For Arfin Infotech Pvt. Ltd

Sudeep Kumar

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U.P.in mentioned G.O. dated 30.12.2005 for the setting up of the project and non/adherence to make it functional, they shall be liable to pay to Lessor the amount equivalent to the Stamp Duty as set out in clause -5 of this instrument along with interest thereon @ 18% per annum upto the date of payment for which they are claiming exemption in terms of the G.O. NO. 3014/77-6-05-500(40)/2000 dated 19.12.2005 and 2168/78-2-2005-48 IT/2005 dated 30-12-2005. The lessee is also agreed that in case he fails to deposit the said amount, the bank guarantee be invoked and encashed by lessor and be deposited in treasury.

8. The lessee shall be liable to make payment of an amount equivalent to Stamp Duty levy able on this document along with interest immediately on demand and without demur upon a mere notice from lessor, on the non fulfillment of the norms and standard set out by the Department of IT & Electronics, Govt. of U.P. as enumerated above or has delayed the implementation of the project within the stipulated period . Lessor shall be sole judge of the genuineness of the demand so made and the default/ breach committed by the allottee.

ee) Cancellation

In addition to the other specific clauses relating to cancellation the Lessor shall be free to exercise its rights of cancellation of lease/allotment in case of:

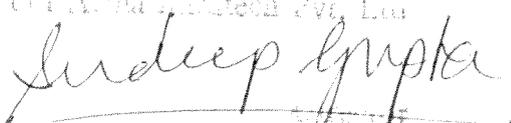
- 1) Allotment being obtained through misrepresentations/suppression of material facts.
- 2) Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
- 3) Default on the part of the applicant/lessee for breach, violation of terms and conditions of registration, allotment/lease and /or non deposit of allotment money and/or breach of rules/ regulations / provisions of the Act.

In such cases of cancellation the lessor may determine the lease with penalties and consequences given in Clause III hereinafter.

**III) AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING;**

B. Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/them/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a building on it **otherwise than it is expressly permitted/allowed in clause II** as hereinbefore **and fails to complete construction** within the period mentioned in clause II (**n & dd**) it shall be lawful for the lessor, without prejudice to any other right of the lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this lease and **20% of the total premium and Bank Guarantee** shall stand forfeited in favour of the lessor and thereupon if:

  
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Dr. Anil Kumar Singh, L.L.L.  
  
Anil Kumar Singh

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- i) At the time of re-entry, if the demised premises has not been occupied by the lessee by way of constructing a building thereon the lessor may re-allot the demised premises.
  - ii) At the time of re-entry :-
    - a) If the demised premises are 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 premises all erections or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and the buildings, fixture and things thereon.
    - b) After the re-entry, the lessor shall be entitled to re-allot the land within the time stipulated above. However, provisions will be made to provide reasonable security at the cost of lessee for the building, fixture and fitting of lessee till time period of three months mentioned above is lapsed.
    - c) The lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee of the price therefor and for his interest in the premises as may be mutually agreed upon.

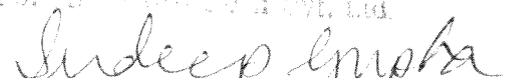
- C. If lessee is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- D. If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of subsistence of nuisance.
- E. Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under him shall be recoverable by the Lessor.

#### **Other Clauses**

- F. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 ( U.P. Act No.6 of 1976) or any Rules or Regulations or Directions made thereunder shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-annexed and modified by the Uttar Pradesh President's Act ( Re-enactment with modifications) Act, 1974 ( U.P.Act.No.30 of 1974).
- G. All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The lessor may also authorise any of its other officers to exercise all or Any of the powers exercisable by it under this lease.

  
For the Lessor

For the Lessee

  
Indeev Inoka

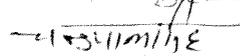
PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other Officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

- H. The entire legal expenses of execution of the Lease Deed including stamp duty and registration charges shall be born by the lessee.
- I. Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.
- J. All arrears payable to lessor shall be recoverable as arrears of land revenue.
- K. The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.
- L. In the event of any dispute with regard to the terms and conditions of the lease deed, the same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of judicature at Allahabad.
- L. ग्रेटर नोएडा द्वारा जनहित में अथवा अपने प्रयोगार्थ किसी भी आवंटित सम्पत्ति को आंशिक/पूर्ण वापिस लेने का पूर्ण अधिकार रहेगा तथा तत्समय की प्राधिकरण की दर से धनराशि दी जायेगी सम्बन्धित सम्पत्ति पर यदि निर्माण हुआ तो ग्रेटर नोएडा द्वारा आकलन के अनुरूप धनराशि दी जायेगी।
- M. ग्रेटर नोएडा द्वारा सम्पत्ति से सम्बन्धित विवरण आदि कभी भी मांगा जा सकता है जिसे देने के लिए वे बाध्य होंगे।

IN WITNESS WHEREOF THE parties hereto have set their hands on the day and in the year hereinfirst above written.

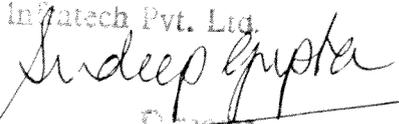
In the presence:

1. Witness   
 Hajiv Baghel 5/6 St. Station Baghel  
 Vill - Noida, Hathuwan -  
 Firozabad. For & on behalf of Lessor

2. Witness   
 For & on behalf of the Lessee

Chandras Pal Singh  
 Sh. Nithe Singh  
 149/9 Gupta Apartment  
 Krishna Garden  
 Beasant Vihar  
 New Delhi

For Artha Infotech Pvt. Ltd.

  
 Director

  
 प्रबन्धक (अधीनस्थ)  
 ग्रेटर नोएडा प्राधिकरण

**SCHEDULE—I**

**Elements of I.T. industries and I.T. enabled services (Project and facilities).**

- High quality "ready to move" aesthetic work space.
- Un-interrupted power supply
- High speed data communication services including leased line connectivity and optic fiber back bone network.
- Centralised Air-conditioning.
- Ample parking.
- Export facilitation I.T. infrastructure.

For Artha Infratech Pvt. Ltd  
*Sandeep Gupta*  
Director

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...  
*Sj*

**SCHEDULE-II**

**Definition of commercial and non-commercial covered space in the context of an I.T. Industries and I T enabled services.**

**Commercial areas:**

Any space that is utilised for the following purposes would be considered as commercial space:

- Shops
- Areas for storage, display and sale of merchandise
- Cinema Halls
- Hotels
- Restaurants
- Open eating kiosks

**Residential areas:**

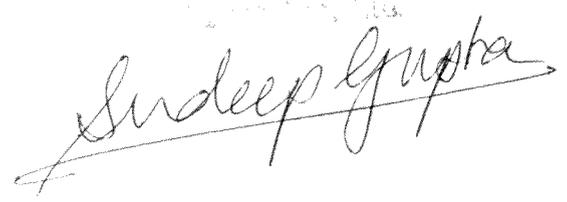
Any space that is utilized for the following purpose would be considered as residential space:

- Residential uses
- Hostel
- Guest House
- Staff Quarter

**Institutional Facilities:**

- 1- Waiting and transit areas
- 2- Areas designated for public utilities i.e.
- 3- Travel Services
- 4- Telephone exchange
- 5- Electric sub station.
- 6- Water works.
- 7- Export related facilities.
8. Canteen.
9. Shop restaurant (Maximum 2% of FAR)
10. Creche & day care centre.
11. Operations and maintenance by specialized agencies.
12. Training center and library.
13. Health club for users/residents of IT industries and IT enabled services.
14. Games/entertainment room for users/residents of IT industries and IT enabled services.
15. Banking and financial services.
16. Business center/conference facilities.

  
 प्रवेद्य  
 प्रेटर नोएडा

  
 Sudeep Gupta

प्रमाणित किया जाता है कि विलेख राज्य की औद्योगिक एवं सेवा क्षेत्र निवेश नीति-2004 के अन्तर्गत जारी शासनादेश सं० 1547/77-6-09-15(एम)/05 दिनांक 21-08-2009 के प्रस्तर-2(क) के क्रम में महा प्रबन्धक(आई0टी0),ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण, ग्रेटर नोएडा गौतमबुध्दनगर के पत्र सं० आई.टी./2011/412 दिनांक 06-01-2011 के अधीन **M/s Artha Infratech Pvt. Ltd. Plot No. 21, Sector- Techzone-4, Greater Noida** के पक्ष में प्रथम बार निष्पादित किया जा रहा है। इस प्रकार अन्तरित स्थावर सम्पत्ति का उपयोग उक्त नीति में वर्णित प्रयोजन से भिन्न प्रयोजन के लिए नहीं किया जायेगा।

(रमेश चन्द्रा)

महा-प्रबन्धक  
बिला उद्योग क्षेत्र  
गौतम बुद्ध नगर

आज दिनांक 12/01/2011 को

वही सं. 1 जिल्द सं. 7806

पृष्ठ सं. 317 से 364 पर क्रमांक 510

रजिस्ट्रीकृत किया गया।

रजिस्ट्रार का अधिकारी के हस्ताक्षर

(रमेश चन्द्रा सिंह)

उपरोक्त सदर

गौतम बुद्ध नगर

12/01/2011

