

I-3915

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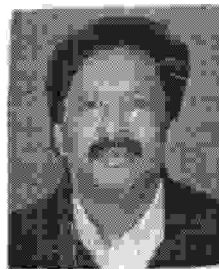


उत्तर प्रदेश UTTAR PRADESH

07AA 544663

Stamp Duty Paid in Cash Certificate in favour of *M/S NEXGEN INFRACON Pvt. Ltd.*  
 4-7-408, Kosta Tower, 7, Laxmi Nagar District Centre Noida  
 In Presence of the ~~Stamp Collector~~  
 No. *111111*, Dated *29/5/10* issued under  
 section 10-A of the Stamp Act. It is certified that  
 an amount of Rs. *4593/0000-00*  
 (in words *Four thousand five hundred and ninety three*)  
 has been Paid in Cash as stamp Duty in respect  
 of this instrument in the State Bank of India  
 Treasury/Dep. Treasury of *Noida*  
 by Challan No. *01* Dated *31-5-10*  
 a Copy of which is annexed herewith.


Date *31-5-2010*, *31/5/2010*  
 Officer-in-Charge  
 Treasury  
*Gautam Budh Nagar*



ATTACHED WITH THE LEASE DEED OF GROUP  
 HOUSING PLOT NO.GH-01/A, SECTOR-78, NOIDA,  
 DISTT. GAUTAM BUDH NAGAR (U.P.)

*[Signature]*  
 LESSOR  
 For NEXGEN INFRACON PVT. LTD.  
*[Signature]*  
 Director

*[Circular Stamp]*  
 LESSEE  
 For NEXGEN INFRACON PRIVATE LIMITED  
*[Signature]*

89  
क्र.सं. 10  
दिनांक 3  
रंगवीर सिंह निम्न लिखित विक्रेता  
साहाय्य नं० 99/2001  
सी.एस. कोडें. प्रि. गौनम वर मरण  


Nexgen Infracon Private Ltd  
Delhi




**LEASE DEED**


This Lease Deed made on 4<sup>th</sup> day of JUNE, 2010 (Two thousand and ten) between the **NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 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 NEXGEN INFRACON PRIVATE LIMITED**, a **Special Purpose Company**, within the meaning of Companies Act, 1956, having its registered office at **407-408, Roots Tower, 7, Laxmi Nagar, District Centre, Delhi-110092** through its Authorized Signatory **Sh. SHISHIR AGARWAL S/o Shri V.K. AGARWAL (DIRECTOR), R/o A-54, SWASTHYA VIHAR, DELHI 110092** duly authorized by the Board of Directors vide Resolution dated **01.05.2010** hereinafter called the Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the **Plot No GH-01/A Sector-78 NOIDA (Sub Divided Plot of Plot No. GH-01 Sector-78)** on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the **CONSORTIUM CONSISTING OF-M/s AGARWAL ASSOCIATES (PROMOTERS LTD.) (LEAD MEMBER), M/s CROSSLAY REMEDIES LTD.(RELEVANT MEMBER), M/s ANANYA COMPUTER & BUILDCAP PVT. LTD. (RELEVANT MEMBER), M/s SIKKA PROMOTERS PVT. LTD. (RELEVANT MEMBER), M/s NEW WAVE BUILDERS PVT. LTD. (RELEVANT MEMBER) & M/s INTEGRATED BUILDERS PVT. LTD. (RELEVANT MEMBER)** the plot NO. GH-01, SECTOR-78, NOIDA, after fulfilling the terms and conditions prescribed in the brochure of Group Housing Scheme Code GH-2010

LESSOR  For **NEXGEN INFRACON PRIVATE LTD.**  
**Shishir Agarwal**  
for,

 LESSOR  
For **NEXGEN INFRACON PRIVATE LIMITED**  
12.05.2010

127,580,825.00

(90 वर्ष )

10,000.00

60 10,060.00

3,000

पतिफल मालियत आमत वार्षिक किराया फीस रूजिस्ट्री मकल व प्रति शुल्क योग शब्द लगभग  
श्री /श्रीमती नोएडा प्राधिकरण द्वारा आनन्द कुमार कार्यालय अधीक्षक  
पुत्र /पत्नी श्री

पेशा नौकरी

निवासी स्थायी सेक्टर-6, नोएडा  
अस्थायी पता उक्त

नै यह नोडपत्र इम कार्यालय में

दिनांक 4/6/2010 समय 4:26PM

वजे निबन्धन हेतु पेश किया।



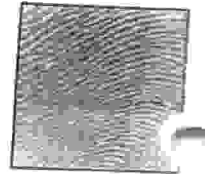
आर० के० गौतम  
उप-निबन्धक द्वितीय  
नोएडा  
4/6/2010

निष्पादन लेखपत्र वाद सुनने व समझने मजसून व प्राप्त धनराशि रू प्रलेखनसार उक्त

श्री/श्रीमती नोएडा प्राधिकरण द्वारा आनन्द कुमार  
कार्यालय अधीक्षक  
पुत्र/पत्नी श्री  
पेशा नौकरी  
निवासी सेक्टर-6, नोएडा



श्री/श्रीमती M/s Nexgen Infracon Pvt Ltd द्वारा  
शिशिर अग्रवाल  
पुत्र/पत्नी श्री पुत्र वी०के०अग्रवाल  
पेशा व्यापार  
निवासी ए-54, स्वास्थ्य विहार, दिल्ली-110092



ने निष्पादन स्वीकार किया।



For NEXGEN INFRACON PVT. LTD.

*Signature*

Director

(I) and its compendiums, vide Reservation Letter No. NOIDA/GHP/ GH - 2010(I)/2010/5149 dated 10/03/2010 and Allotment Letter No NOIDA/GHP/GH-2010(I)/2010/5201 dated 16/03/2010 & for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme

AND WHEREAS the lessor approved the sub division of Group Housing Plot No GH-01, Sector-78 as GH-01/A, Sector-78 (admeasuring to 40468.50 sq mtr), GH-01/B Sector-78 (admeasuring to 23382.00 sq mtr) & GH-01/C Sector-78 (admeasuring to 20000.00 sq mtr) and the name and status of **M/s NEXGEN INFRACON PRIVATE LIMITED** as Special Purpose Company, on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, to develop and marketing the project on demarcated plot No. GH-01/A, Sector-78, NOIDA measuring 40468.50 sq. mtrs vide letter No NOIDA/GHP/2010(I)/2010/9115 dated 28<sup>th</sup> MAY, 2010

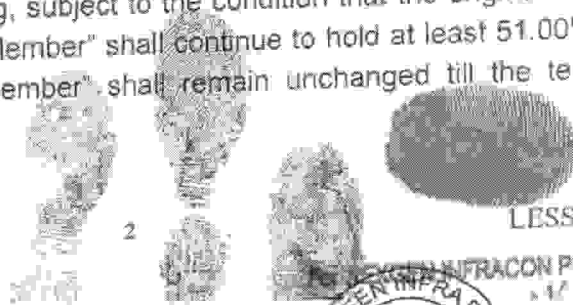
AND WHEREAS the lessee is a **Special Purpose Company** comprising of-

LIST OF MEMBERS/ SHAREHOLDERS

S. NO.	NAME OF MEMBERS/ SHAREHOLDER	STATUS	%AGE OF SHAREHOLDING
1	M/s ANANYA COMPUTER & BUILDCAP PVT. LTD.	LEAD MEMBER	51.79%
2	M/s CROSSLAY REMEDIES LTD	RELEVANT MEMBER	21.28%
3	M/s NEW WAVE BUILDERS PVT. LTD.	RELEVANT MEMBER	26.93%

And it has been represented to the lessor that the **Special Purpose Company** members have agreed amongst themselves that **M/s ANANYA COMPUTER & BUILDCAP PVT. LTD.**, having its registered office at **1011, Roots Tower, 7, Laxmi Nagar, District Centre, Delhi-110092** shall remain always be the **Lead Member** of the Special Purpose Company and whose shareholding in the **Special Purpose Company** shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged till the temporary

  
LESSOR

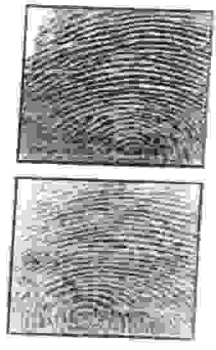
  
2  
LESSSEE



INFRACON PRIVATE LIMITED  
28/05/2010

Adhikari

जिनकी पहचान श्री आशीष गुप्ता  
पुत्र श्री पुत्र बाल किशन गुप्ता  
पेशा नौकरी  
निवासी 114, दरिया गंज न्यू दिल्ली  
व श्री आदित्य अग्रवाल  
पुत्र श्री पुत्र स्व० बी०बी०अग्रवाल  
पेशा ब्यापार  
निवासी 10 न्यू राजधानी एन्क० दिल्ली  
ने की।



प्रत्येक भद्र मासियों के विधान अंगूठे नियमानुसार लिये गये हैं।

For NEXGEN INFRACTION PVT. LTD.  
*[Signature]*  
Director

*[Signature]*  
आर० के० गौतम  
उप-निबन्धक द्वितीय  
नोएडा  
4/6/2010



occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor

**II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-**

1 This in consideration of the total premium of Rs 82,75,80,825.00 (Rupees Eighty Two Crore Seventy Five Lac Eighty Thousand Eight Hundred Twenty Five only) out of which 10% i.e. Rs. 8,27,58,082.50 (Rupees Eight Crore Twenty Seven Lac Fifty Eight Thousand Eighty Two & Paise Fifty only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period the balance 90% premium i.e. Rs 74,48,22,742.5 (Rupees Seventy Four Crore Forty Eight Lac Twenty Two Thousand Seven Hundred Forty Two & Paise Five only) of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

SL NO	DUE DATE	INSTALMENT (in Rs.)	INTEREST (in Rs)	TOTAL (in Rs.)
1	15.09.2010	--	40965251	40965251
2	15.03.2011	--	40965251	40965251
3	15.09.2011	--	40965251	40965251
4	15.03.2012	--	40965251	40965251
5	15.09.2012	46551422	40965264	87516686
6	15.03.2013	46551422	38404935	84956357
7	15.09.2013	46551422	35844606	82396028
8	15.03.2014	46551422	33284277	79835699
9	15.09.2014	46551422	30723948	77275370
10	15.03.2015	46551422	28163619	74715041
11	15.09.2015	46551422	25603290	72154712
12	15.03.2016	46551422	23042961	69594383
13	15.09.2016	46551422	20482632	67034054
14	15.03.2017	46551422	17922303	64473725
15	15.09.2017	46551422	15361974	61913396
16	15.03.2018	46551422	12801645	59353067
17	15.09.2018	46551422	10241316	56792738
18	15.03.2019	46551422	7680987	54232409
19	15.09.2019	46551422	5120658	51672080
20	15.03.2020	46551422	2560329	49111751

  
LESSOR

For NEXGEN INFRACON PVT. LTD.

  
Director



LESSEE

For NEXGEN INFRACON PRIVATE LIMITED  




In case of default in depositing the instalments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount

All payment should be made through a demand draft/pay order drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/Noida. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.

Premium referred to in this document means total amount payable to the Lessor for the allotted plot

All payments should be remitted by due date. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.

The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.

The amount deposited by the lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the lessee contrary to this will be entertained.

#### A. EXTENSION OF TIME

1. Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to a maximum of three (3) such extensions during the entire payment schedule.

  
LESSOR



  
LESSEE

For NEXGEN INFRACON PVT. LTD.



पट्टा गृहीता

Registration No. : 3915

Year : 2010

Book No : 1

0201 M/s Nexgen Infracon Pvt Ltd द्वारा शिशिर अग्रवाल

पुत्र वी०के०अग्रवाल

ए-54, स्वास्थ्य विहार, दिल्ली-110092

व्यापार

