

[897

1178



LEASE DEED



This lease deed made at NOIDA on this **Seventh** day of **March** in the year **Two Thousand Eight** between New Okhla Industrial Development Authority an authority constituted under the provisions of section 3 of the U.P. Industrial Area Development Act 1976 (U.P. Act No.6 of 1976) hereinafter called the **Lessor** which expression shall unless the context does not so admit include its successors of the **first part** and M/s. **DLF COMMERCIAL DEVELOPERS LTD.**, a company formed and existing under the provisions of the Companies Act 1956 having its registered office at **DLF Centre, Sansad Marg, New Delhi-110001**, through its Authorised Signatory of **Sh. S.S. Chawla S/o Sh. Harbans Singh Chawla R/o 22/10, 1st Floor, Geeta Mandir Marg, New Rajender Nagar, New Delhi**, hereinafter called **Lessee** which expression shall unless the context does not so admit includes its successors, administrators, representatives and permitted assignees of the **other part**.

Whereas the demised plot (hereinafter described) form part of the land acquired and developed by the Lessor for the purpose of setting up of an integrated urban and industrial township.

For DLF Commercial Developers Ltd.

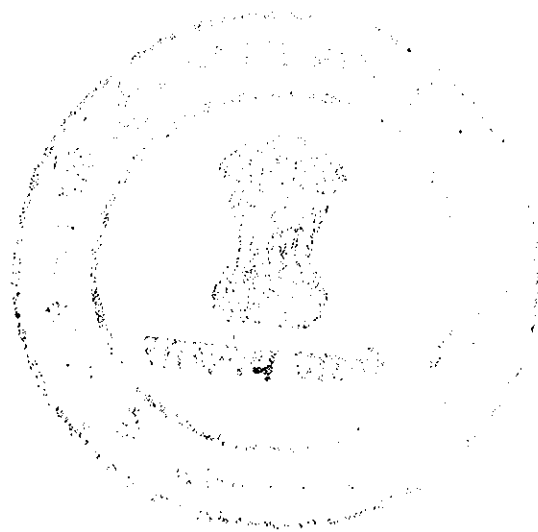


अनिल सकसेना
विधि-अधिकारी
नौदंडा

Authorised Signatory



read
2 original
lease deeds.
Rajesh Bhatia
A. 30.3.11



WHEREAS the lessor vide letter No. **Noida/Instt./06/2054** dated **13.11.2006** has been allotted **100256** sq.mtrs., of land in Sector - **143 A** Noida to the lessee for Development of IT & IT Enabled Services on the detailed terms and conditions set out in the said allotment letter and the allottee is required to have lease deed of the allotted land signed and executed in their favour ;

AND WHEREAS the lessor has agreed to demise and the lessee has agreed to take on lease the demised plot on the terms and conditions hereinafter appearing for the purpose of construction and setting up a **IT PARK / ITES** strictly in accordance with the according to bye laws and building plans approved by the lessor on the terms and conditions hereafter contained.

AND WHEREAS the Government of U.P. vide G.O. No. KNO5-305/11-2005-500(136)2003 Dt. 19.01.2005, 3014/76-6-05/500(40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005 under the Industrial and Services Sector Investment Policy 2004 has granted exemption from payment of Stamp Duty and Registration Charges payable on execution of lease of land inter-alia for setting up IT & IT subject to compliance of the norms and standards set up by the concern Department of Govt. of U.P. dealing with the project of IT & Electronics ;

AND WHEREAS the Department of IT & Electronics, Government of U.P., has issued on Order No. KNO5-305/11-2005-500(136)2003 Dt. 19.1.2005, 3014/76-6-05/500(40)/2000 dt. 19-12-05 & 2168/78-2-05/46 IT/2005 dated 30.12.05 and fixed the norms and standards for claiming exemption of Stamp Duty and the G.O. No.702/77-6-07-15M-05, dated 28/6/07 amending the G.O. dated 19/12/2005.

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.

For DLF Commercial Developers Ltd.



पट्टा विलेख (90 वर्ष)
 90,998,400.00 5,000.00 80 5,080.00 4,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
 श्री /श्रीमती नोएडा वि0 प्रा0 द्वारा अनिल सक्सेना, एल.ओ.
 पुत्र / पत्नी श्री
 पेशा नौकरी
 निवासी स्थायी सेक्टर 6, नोएडा
 अस्थायी पता उक्त
 ने यह लेखपत्र इस कार्यालय दिनांक 25/3/2008 समय 1:57PM
 वजे निबन्धन हेतु पेश किया।



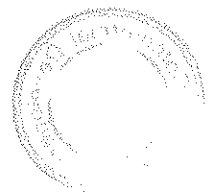
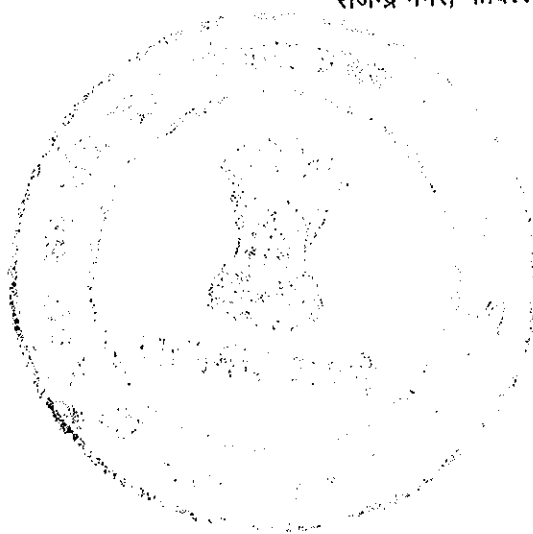
M.K.SAGAR
 उप निबन्धक (प्रथम)
 नोएडा
 25/3/2008

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता
 श्री/श्रीमती नोएडा वि0 प्रा0 द्वारा अनिल सक्सेना,
 एल.ओ.
 पुत्र/पत्नी श्री
 पेशा नौकरी
 निवासी सेक्टर 6, नोएडा



पट्टा गृहीता
 श्री/श्रीमती मै0 DLF COMMERCIAL
 DEVELOPERS LTD. द्वारा एस.एस.चावला
 पुत्र/पत्नी श्री पुत्र हरबंस सिंह चावला
 पेशा नौकरी
 निवासी 22/10, प्रथम तल, गीता मंदिर मार्ग, न्यू
 राजेन्द्र नगर, न.दिल्ली



NOW THE LEASE DEED WITNESSES AS FOLLOWS :

1(a)

That in consideration of :

- (i) Total premium of Rs. **39,09,98,400.00** (Rupees Thirty Nine Crore Nine Lac Ninty Eight Thousand Four Hundred only) towards the land premium calculated @ Rs. **3,900.00** per sq.mtrs out of which 30% i.e. **11,72,99,520.00** (Rupees Eleven Crore Seventy Two Lac Ninety Nine Thousand Five Hundred & Twenty only) has been paid by the lessee to the lessor the receipt where of the lessor hereby acknowledges and balance Rs. **27,36,98,880.00** (Rupees Twenty Seven Crore Thirty Six Lac Ninety Eight Thousand Eight Hundred & Eighty only) shall be paid to the lessor in sixteen half yearly equal installment alongwith interest @ 11% per annum compounded half yearly as per the following :

1st instalment	Rs. 1,71,06,180.00 + Interest on or before 12.05.2007
2 nd instalment	Rs. 1,71,06,180.00 + Interest on or before 12.11.2007
3 rd instalment	Rs. 1,71,06,180.00 + Interest on or before 12.05.2008
4 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.11.2008
5 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.05.2009
6 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.11.2009
7 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.05.2010
8 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.11.2010
9 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.05.2011
10 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.11.2011
11 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.05.2012
12 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.11.2012
13 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.05.2013
14 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.11.2013
15 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.05.2014
16 th instalment	Rs. 1,71,06,180.00 + Interest on or before 12.11.2014

- (ii) In addition to the premium of plot annual lease rent @ 2.5% of the total premium would be payable in advance. The lease rent is payable from the DUE date intimated for execution of legal documents. The Authority will be empowered to enhance the annual lease rent on expiry of every 10 years from the date of execution of the lease deed and/or possession whichever is earlier, by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement.

For DLF Commercial Developers Ltd.



Authorised Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री विजय कौल

पुत्र श्री पुत्र स्व० एस.एन.कौल

पेशा नौकरी

निवासी 264, सेक्टर 28, नोएडा

व श्री राहुल सिंह राज

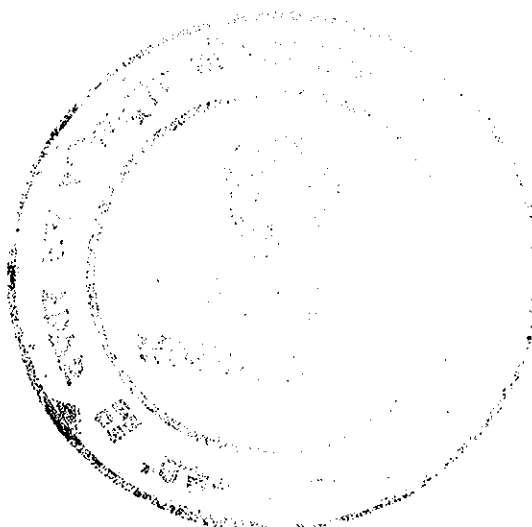
पुत्र श्री पुत्र रामकिशन

पेशा नौकरी

निवासी 411, संत नगर, ईस्ट ऑफ कैलाश, न.दिल्ली

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



M.K. SAGAR

उप निबन्धक (प्रथम)

नोएडा

25/3/2008



- (iii) And the covenants setout in this lease deed and to be performed by the lessee :

The lessor hereby demises and leases unto the lessee the plot No. **01** Situated at Sector – **143 A** in the New Okhla Industrial Development Area Distt. Gautam Budh Nagar U.P. contained by measurement of **100256** (One lac Two Hundred Fifty Six) sq.mtrs bounded as follows :

ON THE NORTH : Plot No. 02, Sector-143A
ON THE SOUTH : 45.0 Mtr Wide Road
ON THE EAST : 45.0 Mtr Wide Road
ON THE WEST : 30.0 Mtr Wide Road

And the lessee shall hold the demised plot with its appurtenances unto lease for the terms of 90 years commencing from actual date of execution of lease deed except and always reserving to the lessor the following :

- (i) A right to lay water mains drains, sewers or electric wires under/above the demised plot fit deemed necessary by the lessor in developing the same.
- (ii) The right to all mines, coals, washing gold, earth oils, quarries, in over or under the plot and full right and power at any time to do all acts things which may be necessary or expedient for the purpose of searching, working and obtaining, removing and enjoining the same without providing or leaving any vertical support for the surface of the plot for the structure for the time standing thereon.

Provided always that the lessor shall make reasonable compensation to the lessee for all damages directly occasioned by the exercise of such rights. The decision of the lessor shall be final and binding on the lessee as regards the quantum of compensation as aforesaid.



For DLF Commercial Developers Ltd.

Authorised Signatory

पट्टा दाता

Registration No 897

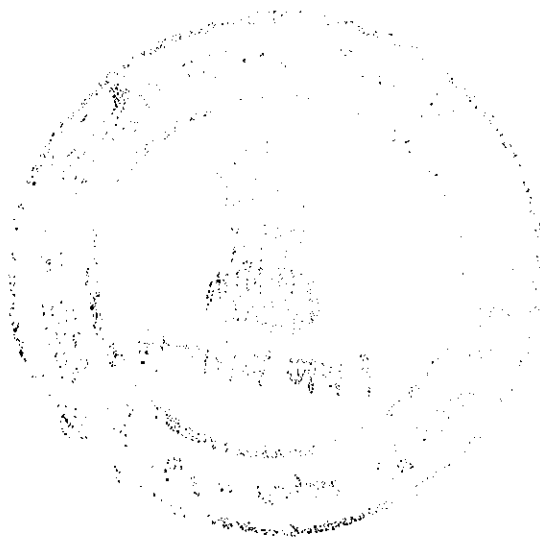
Year : 2008

Book No. 1

0101 नोएडा वि० प्रा० द्वारा अनिल सकसैना, एल.ओ.

सेक्टर 6, नोएडा

नौकरी



(b) In the event the lessee fails to deposit any one or more of the instalments with interest by the dates specified above further interest on defaulted amount for delayed period shall be charged @ 14% per annum compounded every half yearly on the defaulted amount for the defaulted period.

(c) In the event the lessee fails to deposit the lease rent on time interest @ 14% shall be charged on the defaulted amount for the defaulted period.

II. The lessee hereby unconditionally and unequivocally agrees that:

(a) The lessee shall use the plot for the setting up of IT/ITES only and for no other project. No change in project is permissible for any reason whatsoever.

(b) The lessee shall always ensure compliance with provisions of the SEZ act and the rules made thereunder by the Govt. of India and also every Rules, direction or policy made or which may be made by the Government of Uttar Pradesh.

(c) The lessee shall obtain all necessary permissions and clearance etc from the concerned Department/Authority as may be required according to law rules and regulations in force.

(d) The lessee shall ensure full compliance with the conditions imposed in the No Objection Certificates issued by the U.P. Pollution Control Board and will work according to the pollution control laws in force from time to time.

(e) Strict compliance of the provision relating to fire safety shall be observed by the lessee and necessary approval shall be obtained from the competent authority by the lessee.

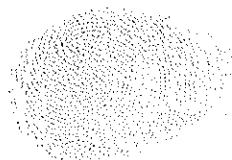
(f) The allottee will comply with all the terms and conditions pertaining to the supply of water and drainage/sewerage facilities when provided by the Authority.

(g) The plot is allotted and leased on 'As is where is basis'.

For DLF Commercial Developers Ltd.



Authorised Signatory



पट्टा गृहीता

Registration No. 897

Year : 2008

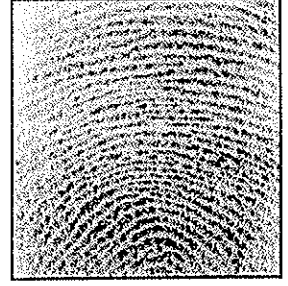
Book No. 1

0201 मै0 DLF COMMERCIAL DEVELOPERS LTD. द्वारा

पुत्र हरबंस सिंह चावला

22/10, प्रथम तल, गीता मंदिर मार्ग, न्यू राजेन्द्र नगर, न.दिल्ली

नौकरी



- (h) The lessee shall have to make sufficient provision for parking within the leased plot itself in accordance with the provisions of Noida Parking Direction 1999 as amended from time to time.
- (i) The lessee/occupant shall be liable to pay all the rates, levies, taxes, charges and assessment of every descriptions and by whatever name called in respect of the demised plot and/or building constructed thereon assessed or imposed from time to time by lessor and/or any other Authority or the State or the Central Govt. All arrears in respect of the aforesaid which are payable to the lessor shall constitute a charge over the demised plot and shall be recovered as arrears of land revenue
- (j) The lessee or any person claiming interest through the lessee shall not display or exhibit any picture posters statutes and other articles which are repugnant to the morals and/or are indecent or not in public interest. The lessee shall not display or exhibit any advertisement in any part of the exterior wall of the building.
- (k) That the lessee shall obey and submit to all the directions or regulations made by the lessor now existing or hereafter to exist whether relating to use or occupation of the demised plot or to the health, safety or affecting the convenience of the other inhabitants of the surrounding area.
- (l) The lessee shall at their own cost construct a building on the demised plot as per floor area ratio (FAR) as applicable in accordance with the prescribed bye laws the sanctioned plan and building regulations. A maximum of 30% Ground Coverage and a total 200 FAR is permissible 75% area of total **FAR** would be permitted for IT/ITES AND REMAINING 25% would be permitted for institutional Facilities/Residential/Commercial with a further the condition that not more than 10% of total FAR would be permitted for residential use. The commercial use also would not be permitted of more than 10% of total FAR. Maximum of 5% of maximum permitted FAR be allowed to be used a facilities.

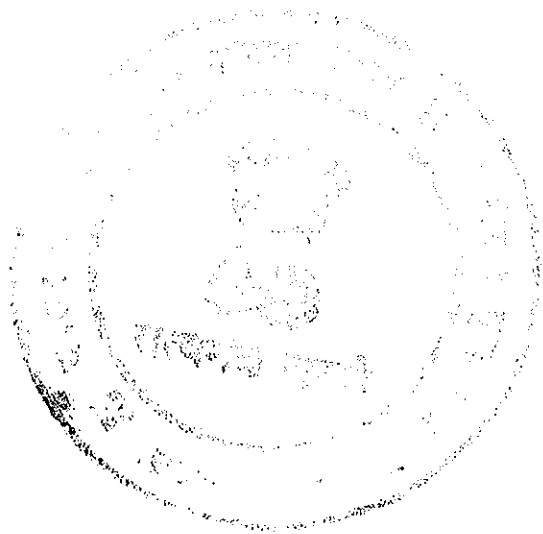
The Lessee may be allowed to rent out the space as per requirement of IT/ITES for boosting the private STPs/IT Park in the field of IT. But before doing so prior written permission from the lessee shall have to be obtained by the lessee by which the eligibility of tenant may be fixed.



For DLF Commercial Developers Ltd.



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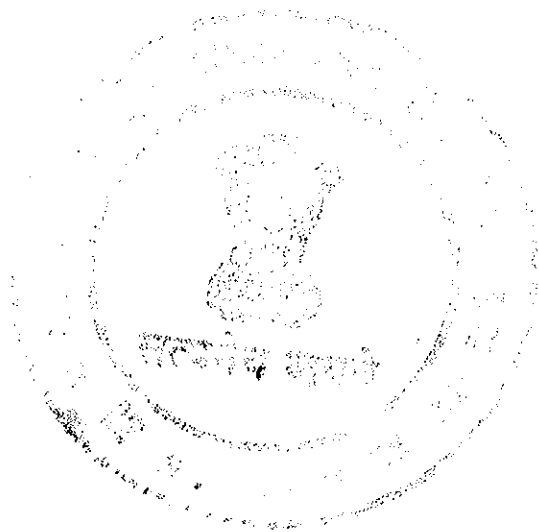
The institutional facilities permissible in the area of IT/ITES & STP/services are as follows :

1. Waiting and transit areas.
 2. Areas designated for public utilities.
 3. Travel Services.
 4. Telephone Exchange
 5. Electric sub- Station.
 6. Water works.
 7. Export related facilities.
 8. Canteen/ restaurant.
 9. Crèche & day care center
 10. Operations and maintenance by specialized agencies.
 11. Training center and library.
 12. Health club and gym for users / residents of IT industries and IT enabled services.
 13. Games/ Entertainment room for users/ residents of IT industries and IT enables services.
 14. Banking and financial services.
 15. Business and financial services.
 16. Business Center/ conference facilities.
 17. Shops
 18. Open eating kiosks.
- (m) The building shall have to be constructed by lessee as per building regulations and directions and bye laws of the Authority. It shall be the responsibility of the lessee to get the allotted plot inspected by the authorized officer appointed by the lessor . The lessee shall write/ contact the building cell department of the lessor first during the time of construction of the basement and second after completion of the plinth third after completion of lintel level.
- (n) The lessee shall not make any unauthorized construction on the plot and if any unauthorized construction is found on the demised plot then the same shall be removed/ demolished by the lessor at the risk, cost and the responsibility of the lessee ,. It shall be treated as breach of terms and conditions of building bye laws and lease deed.



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- (o) The lessee undertakes to abide by and fulfill all the norms and standards set out by the Department of IT & Electronics, Government of U.P. for the setting up of the project of IT and IT enabled services.
- (p) The lessee shall complete the construction and obtain occupancy certificate from the building cell department within the validity period of the approved building plans and put the same in operation as per schedule set out hereunder. The lessee unequivocally agrees that in view of the fact that they are availing the benefit of exemption of payment of stamp duty and registration charges in respect of this lease deed, the period within which construction is to commence and be completed shall stand confined to the period as prescribed by the said G.O. No. KNO5-305/11-2005-500 (136) 2003 Dt: 19.01.2005, 3014/76-6-05 / 500 (40)/2000 Dated : 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated : 30.12.2005. Accordingly, the lessee shall obtain approval of Development Plan within 18 months from the date of registration of Lease Deed from the concerned department of the Lessor AND complete construction of 40% of the total permissible covered area on the allotted plot within 3 years from the date of handing over of possession AND shall have to complete whole construction within five years from the date of handing over of possession . The lessee has been made aware of and unconditionally agrees that since exemption from payment of Stamp Duty and registration charges is being availed of, no extension of time for completion of the project as per schedule prescribed by the aforesaid GOs is permissible.
- (q) The lessee further agrees that in the event the lessee is unable to adhere to the time schedule set out above and is desirous of extension, then in that event, while claiming extension, they shall have to pay stamp duty and registration charges together with interest 18% from the date of execution of the lease deed till actual date of payment. Extension may be granted in exceptional circumstances by the lessor on such terms and conditions as the lessor may prescribe, including but not limited to payment of extension charges at the rate of 4% of the premium for each year of extension and payable on pro- rata monthly basis. The rate of extension charges may be



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revised from time to time and the revised rate would be binding on the lessee. In the event of extension not being granted, cancellation may be effected and the lease deed revoked. In such event, forfeiture of the premium and the lease rent paid may be affected in accordance with the Policy of the lessor in vogue on the date of cancellation as aforesaid.

- (r) The lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the Department of IT & Electronics, Government of U.P. for the setting up of the project of IT and IT enabled services and non adherence to the time frame for setting up of the project and making it functional or in the event of non adherence of the terms and conditions of allotment or this lease deed, they shall be liable to pay to the state, the amount equivalent to the stamp duty and registration charges along with interest thereon @ 18% per annum for 5 years period in terms of the G.O. No. KNO5-305/11-2005-500 (136) 2003 Dt: 19.01.2005, 3014/76-6-05 / 500 (40)/2000 Dated : 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated : 30.12.2005. The lessee shall be liable to make payment of the aforesaid amount immediately on demand and without demur upon a mere notice in writing from lessor that the lessee has breached the terms and conditions of allotment including the norms and standards set out by the Department of IT & Electronics, Govt. U.P. as enumerated above, or has delayed the implementation of the project with the stipulated period. The lessor shall be sole judge of the genuineness of the demand so made and the default / breach committed by the allottee/ lessee.
- (s) That the lessee will keep the demised plot and the building therein at all times in a state of good and substantial repairs and in sanitary condition to the satisfaction of the lessor.
- (t) The lessee shall not make or permit to make any alteration in or in addition to the building erected in terms of clauses (k) to (m) herein above of this Article on the demised plot without the prior permission in writing of the lessor and except in accordance with terms of plan, approved by the lessor or any officer authorized by the lessor or if such authorized officer requiring it to correct such deviations as aforesaid shall correct it and if lessee shall neglect to correct such deviations within a period of a calendar month after the receipt of such notice to be corrected at the expenses of the lessee which expenses the lessee hereby agrees to reimburse by paying to the lessor such amount as decided by the Lessor whose decision shall be final.

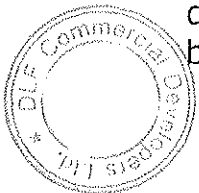


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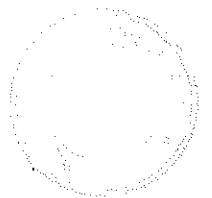
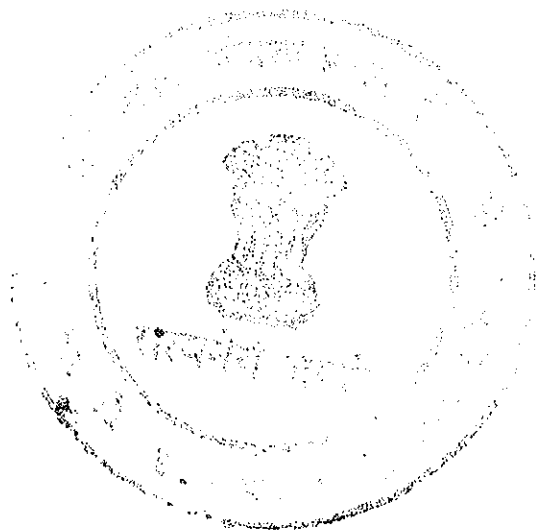
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- (u) That the lessee shall use the demised plot only for the construction **IT/PARK/ITES** according to the plan approved by the lessor and in accordance with the building regulations and directions formulated under the provisioned of U.P. Industrial Area Development Act 1976 and for no other purpose without prior written consent of the Lessor and subject to such terms & conditions as the lessor may impose and the lessee will not do or suffer to be done on demised plot or any part thereof anything which not do or suffer to be done on demised plot or any part thereof anything which may create a nuisance, damage or cause annoyance or inconvenience to the lessor or the owner or occupier of the plot in the neighborhood provided that the part of the building so constructed may be used by the lessee for the normal watch and ward staff provided that such accommodation shall be commensurate with the need.
- (v) No change in constitution of the lessee is permissible till the time of completion of the project.
- (w) In the event the lessee is desirous of effecting change in constitution after the completion of the project the lessee shall pay proportionate transfer charges @ ten per cent of the prevailing rate of allotment as on the date of transfer. All cost and expenses arising out of execution of instruments, including preparation, stamping and registration of transfer deed shall be borne by the lessee. The lessee / transferee shall also be liable to pay all other taxes duties, if any, chargeable by any other governmental authority.
- (x) The lessee shall not be permitted to transfer the demised plot before making the unit functional and building constructed thereupon. However at the discretion of CEO the transfer may be permitted after making the unit functional and building constructed thereupon on such terms and conditions as the lessor may impose including but not limited to levy of transfer charges as prevailing at that time of transfer such transfer charges shall be paid to the lessor. At present, the transfer charges are 10% of the prevailing rate of allotment on the date of transfer of the plot. However, the rate of transfer charges is liable to be revised upward by the CEO of the lessor or any person authorized by him in this regard. Upon transfer, the extension charges, if paid, by the Lessor are neither refundable nor adjustable. Any action or purported action done by the lessee for transfer of the plot without prior written permission of the lessor shall be deemed to be null and void, abinitio. The decision of Chairman / Chief Executive Officer for all purpose will be final and binding on the lessee.



For DLF Commercial Developers Ltd.



- (y) The lessee shall not assign, relinquish, sublet, transfer or part with the possession of any portion of the demised plot and or create third party rights and building thereon except with prior written permission of the lessor. In the event, any permission for transfer, assignment, mortgage or subletting of the demised plot or building constructed thereon or for both is being granted by the lessor, then the same shall be subject to such terms and conditions which may be imposed by the lessor in its discretion. The transferee, assignee or mortgage, tenant shall be bound by all the terms and conditions of this lease deed and the answerable to the lessor in all respects thereof.

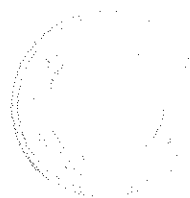
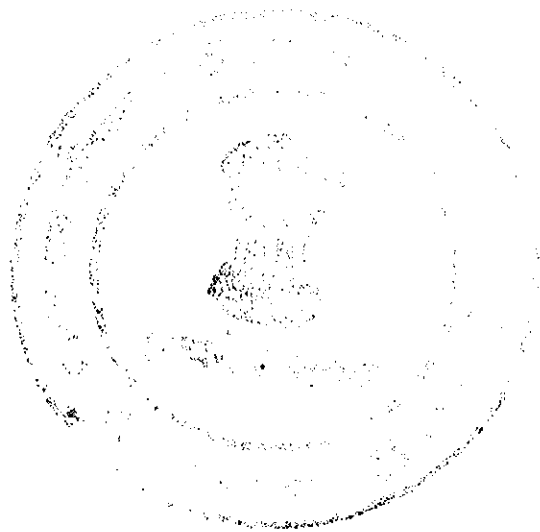
Provided always that the lessee or transferee or permitted assignee, relinquish, mortgage, sublet or transfer the demised plot and building thereon as a whole the said terms after prior and written permission of the lessor and it will deliver at its own expense to the lessor or at the lessor's officer attested copy of the assignment, relinquishment, mortgage sub letting or transfer deed together with notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other law relating to the such registration and for the time being in force.

- (z) The lessee shall not cause any sub division of the demised plot thereof.
- (aa) The lessee will have in-house vehicle parking within the demised plot.
- (bb) Notwithstanding anything contained in the clauses herein above the lessee may, with the previous permission of the lessor mortgage the demised plot to any Government Organization or any Government recognized institution for raising loans for purposes of construction of the building / functioning of the institution subject to such charges & terms and conditions as decided by the lessor at the time of granting the permission the first charges shall be of the lessor on the property.

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The mortgage permission will be given in case the allotment has not been cancelled and the time limit for making the plot functional still exists. Mortgage is permitted only in case where the institution is financed / assisted by Government Financial Institution / Scheduled bank and Pvt. Financial Institution / leasing companies approved by RBI. However permission for collateral security would only be granted in case where the Institutional premises have already been declared functional by the Authority.

A processing fee of Rs.1,000/- (Rupees One Thousand Only) would be charged for granting permission for mortgage.

For grant of Mortgage / Collateral permission, it is binding that the lessee / lending Institution / Bank clear all the dues and 100% premium of the plot along with interest, if any, Lending Institution must give an undertaking to this effect that 100% payment has already been made to NOIDA by the concerned institutional / allottee (s). In such cases NO DUES CERTIFICATE ISSUED by sr. FAO (Institutions), NOIDA shall have to be enclosed.

Any further charge on the Institutional property in favour of another financial institution is issued only by the institution in whose favour the institutional property is already mortgaged. However the first charge on the demised plot shall always be of the lessor.

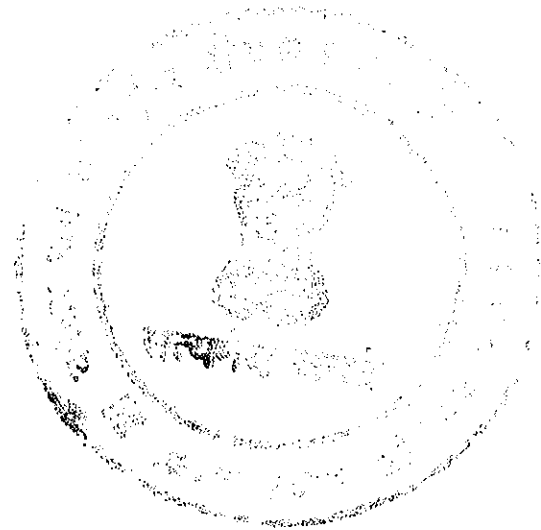
In case of mortgage the authority will have the first charge towards the transfer charges, extension charges, lease rent, interest and any other dues, taxes, charges etc. payable to the lessor, from time to time.

It is agreed that in the event of the sale or foreclosure of the mortgaged or charged property, the lessor would be entitled to claim and recover such percentage as may be decided by the lessor, or the unearned increase in the value of said land as aforesaid and the amount of lessor share of the said unearned increase would constitute first charge having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land would be final and binding on all the parties concerned.

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

- (cc) That the lessee shall permit the member, officers and sub ordinates of the lessor and workers and other persons employed by the lessor from time to time and at all reasonable time of the day, with prior intimation, to enter into and upon the demised plot and building to be erected thereon in order to inspect the same and carry on necessary works mentioned before and lessee will notice of the provision of this sub clause to his/her/their / its tenants.
- (dd) That the lessee shall not erect or permit to be erected on any part of the demised plot any stables sheds or other structure of descriptions whatsoever for keeping horse cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- (ee) The lessee shall keep the lessor indemnified against any or all claims for damages which may be caused to any property belonging to lessee/ others in consequent of the execution of the aforesaid words as specified below or otherwise and also against claims for damages of the lessee or his workman or representative for.
- (i) Injures or destroys any building or part thereof or other structure continuous or adjacent to the demised premises.
- (ii) Keep the foundation, tunnels or other pits on the demised premises open or exposed to weather causing any injury to continuous or adjacent or
- (iii) Digs any pits near the foundation of any building thereby causing any injury or damage to such building.



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The damages under sub- clause (a) above shall be assessed by the lessor whose decision as to the extent of injury or damage or the amount payable shall be final and binding on the lessee.

(ff) The terms and conditions of allotment institutional policy and building bye-laws shall be binding upon the lessee.

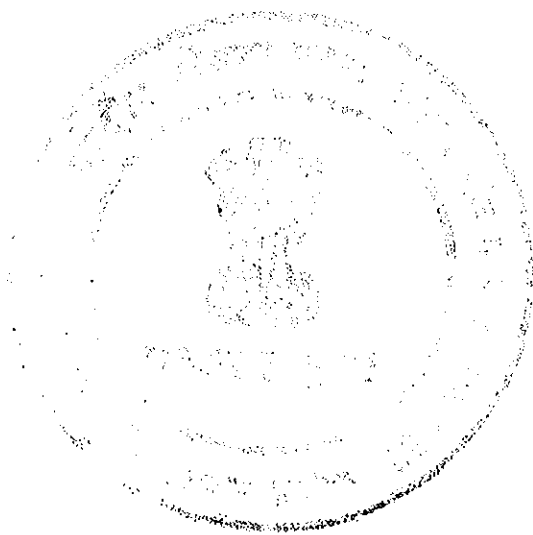
(III) IT IS FURTHER AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE THAT :

- (a) That if it is found that the allotment or the lease has been obtain by suppression of any fact or misrepresentation, mis- statement or fraud or if there has been, in the opinion of the lessor , any breach of the condition of the lease or if the lessee does not abide by the terms and conditions of the lease deed the lease may be determined and the entire money paid by the lessee will be forfeited and the possession of the demised plot and the structure raised thereon, unless removed by the lessee within the time specified in the notice by the lessor may be taken over by the lessor and lessee will shall not be entitled to any compensation.
- (b) If the lessee does not abide by the or violate the building bye laws or any other Rules framed or directions issued by the lessor the lease may be determined by the lessor and the possession of the demised premises may be taken over by the lessor followed by forfeiture of deposits as per prevailing policy.
- (c) That the lessee shall not exercise its option of determining the lease nor hold the lessor responsible to the good the damages if any from fire, tempest, flood, army, mob or any other irresistible force and material part of the demised plot is wholly, or partially destroyed or rendere4d substantially or permanently unfit for building purposes.



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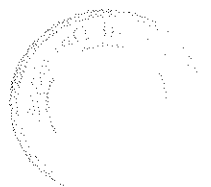
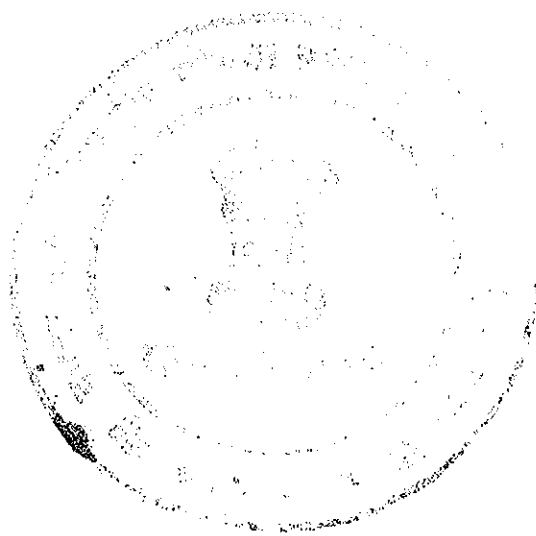


- (d) Notwithstanding anything contained herein above, if in the opinion of the lessor (whose decision shall be final and binding) any breach or violation of terms and conditions of the registration/ allotment/ lease deed or non deposit of dues & any of the covenants/ conditions herein before contained and is to be observed and performed and in particular and without prejudice to the generality of the sub clause if lessee (transfer(s) assign(s) relinquish (s) or mortgage(s) the whole of the demised premises before construction of a building on its part as herein before provided within the period mentioned above or if the lessee or the persons In whom the right is hereby created are adjudged insolvent. It shall be lawful for the Lessor. Without prejudice to any other action, to re-enter the demised plot or any part thereof and determine this lease and forfeit the amount as per rules and thereupon.
- (e) If at any time of re-entering the demised plot shall not have been occupied by nor any building by Lessee , the Lessor may re-allot the demised plot and refund the payment if any after making adjustment as required without deducting arrears of lease/ interest / extension/ charges and other charges as per rules.
- (f) If at any time - entering the demised plot shall not have been occupied by any building constructed by the Lessee, thereon, the Lessee shall with a period of three months from the date of re-entry remove, from the demised plot all erection or building fixtures and things which at anytime and during the said terms shall be affixed or get upon the demised plot and leave the same in a good condition as it was on the date of demise, and default of the same shall become the property of the Lessor without payment of any compensation to the Lessee for the Lessee for the land and building structure and things therein within . the Lessee may be paid such amount as may work out in accordance with the principle given in the sub-clause (ii) above, provided that the Lessor may at its option agree to purchase from the Lessee his interest in the demised plot.
- (g) Any loss suffered by the Lessor on a fresh grant of the demised plot breaches of conditions as a aforesaid on part of Lessee for or any



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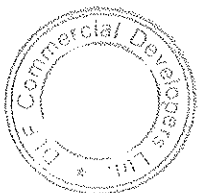


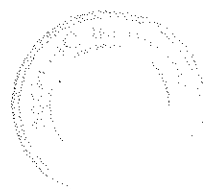
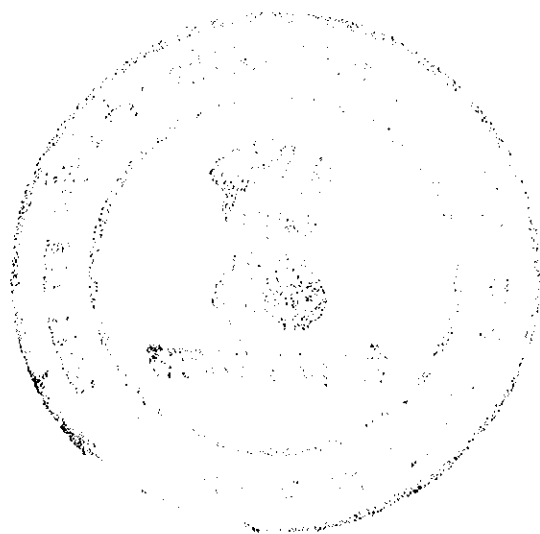
-16-

- (h) The lessee can surrender the leased plot in favour of the lessee unless the lease has been determined by the lessor . The request for surrender must be made in writing and should also be accompanied with certified copy of the Board Resolution deciding the surrender and authorizing the particular signatory to make application for the said purpose. A registered surrender deed shall have to be executed by the lessee and all original documents in favour of the lessee shall also have to be returned to the lessee.

The entire deposit made to the lessor as premium and interest towards the premium on the plot would be refunded by the lessor subject to forfeiture of Rs. 10,000/- against the premium and all deposits made under the revenue head 9 excluding interest against the premium would be forfeited along with due lease rent till date of repossession of the plot by the lessor.

- (i) All notice order or other documents required under the terms of the lease or under U.P. Act, No. 6 of 1976 or any rule or regulation made there under shall be deemed to be duly served as provided under section-43, of U.P. Urban Planning and Development Act, 1973 as re-enacted and notified by U.P. Residents Act, 1974 (Act No. 30 of 1974) re-enacted with modification.
- (j) The provisions of U.P. Industrial Area Development Act, 1976, and as all Rules and Regulations framed under the said Act or any direction issued there under shall be binding on the Lessee and his/her/ their successor.
- (k) All powers exercisable by the Lessor under this lease may be exercised by Chairman/ CEO of the Lessor . The Chairman CEO may also delegate/ authorize any of its officers to exercise all or any of the powers exercisable by the Lessor.
- (l) Any inaction, relaxation or concession whatsoever granted by the lessor to the lessee shall not constitute a condonation of the breach of the terms and conditions of this lease deed not constitute a waiver of the rights of the lessor to take action against the lessee for such breach of the terms and conditions including for determination of the lease deed and resumption of site.





- (m) any dispute whatsoever arising out of the terms and conditions of this lease deed or the scope and interpretation thereof shall be subject to the jurisdiction of civil Courts at Gautam Budh Nagar or High Court of Jurisdiction at Allahabad.
- (n) The Lessor reserve the right to make such amendments, additions alternations or modification, in terms and conditions of the lease from time to time as he may consider just and reasonable. In case of any dispute in the interpretation of any word or terms and conditions of the allotment/ lease, the decision of the Chief Executive Officer of the Lessor or any officer authorized by Chief Executive shall be final and binding on the lessee.
- (o) The terms and conditions of brochure undertaking dt. 6.3.2009 and the allotment letter No. **Noida/Instt./06/2054** dt. **13.11.2006** shall be binding on Lessee.

(Clause xvii written in Hindi may have to be added on page 12 of) the draft shown to me

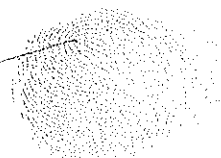
Clause xviii written in Hindi may have to added on page 12 of the draft shown to me.

नोएडा द्वारा जनहित में अथवा अपने प्रयोगार्थ किसी भी आवंटित सम्पत्ति को आंशिक/पूर्ण वापिस लेने का पूर्ण अधिकार रहेगा तथा तत्समय की प्राधिकारण की दर से धनराशि दी जायेगी सम्बन्धित सम्पत्ति पर यदि निर्माण हुआ हो तो नोएडा द्वारा आकलन के अनुरूप धनराशि दी जायेगी।

नोएडा द्वारा सम्पत्ति से सम्बन्धित विवरण आदि कभी भी मांगा जा सकता है जिसे देने के लिए वे बाध्य होंगे।



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For DLF Commercial Developers Ltd.

Authorised Signatory




LEASE DEED

This Lease Deed is being executed between Noida and M/s DLF COMMERCIAL DEVELOPERS LIMITED, for Plot No. 1, Sector -143-A, Noida, measuring 100256 square meters, situated at Noida under the Industrial Land Service Investment Policy 2004, of the State Government, for the purpose of establishment of information technology as mentioned in paragraph 4-2-3 of column 2 of the said schedule of notification No KN-5-305/11/2005-500 (136)/2005 Lucknow dated 19.01.2005., & amendments vide No.702/77-607-15-M-05 Dated 28/06/2007. This Lease Deed is exempted from paying stamp duty of aforesaid notification policy and Purpose. This immovable property allotted in the favour of the entrepreneur shall not be used for purpose other than the purpose described in the said Policy.

Certificate:

It is certified that this Lease Deed is being executed in favour of Lessee under the Industrial and Service Sector Investment Policy-2004 of the State Government of U.P. The immovable property so leased out shall have to be used for a purpose for setting I.T and I.T. enabled unit only and not for any other purpose as described in the said policy and above-mentioned Notification dated 19.01.2005 & amendments vide No.702/77-607-15-M-05 Dated 28/06/2007.


DISTRICT MAGISTRATE
Gautam Budh Nagar
(As Witness)



IN TESTIMONY WHEREOF THE PARTIES HERE TO HAVE SET THEIR HANDS AND SEAL ON THE DAY AND MONTH AND IN THE YEAR HEREIN ABOVE WRITTEN.

WITNESSES :

1.

Signature

Name : VIJAY KAUL

Father's Name : (LATE) Sh. S.N. KAUL

Address : 264, SECTOR-28

NOIDA-201303

THE LESSOR

अनिल सक्सेना
विधि-अधिकारी
नॉएडा

For DLF Commercial Developers Ltd.

THE LESSEE Authorized Signatory

2.

Signature

Name :

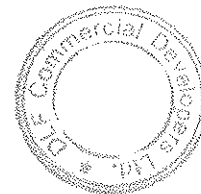
Rajesh Singh Ray

Father's Name : Sh. Ramkishan

Address: 411, Sant Nagar,

East of Kailash,

New Delhi-110065



आज दिनांक 25/03/2008 को

बही सं 1 जिल्द सं 1178

पृष्ठ सं 79 से 116 पर क्रमांक 897

रजिस्ट्रीकृत किया गया ।

M.K.SAGAR

उप निबन्धक (प्रथम)

नोएडा

25/3/2008

