

I-5644



Stamp Duty Paid in Cash Certificate in favour of

In Pursuance of the order of the Collector  
No. memorandum Dated 09/08/10 Passed under  
section 10-A of the Stamp Act. It is certified that  
an amount of Rs. 35,13,000/-  
(in words Rs. 35 Lakhs 13 Thousand 000/-)  
has been Paid in Cash as stamp Duty in Respect  
of this instrument in the State Bank of India/  
Treasury/Sub-Treasury of Noida  
by Challan No. 01 Dated 10.08.10  
a Copy of Which is annexed herewith.

Date 11.8.2010

Officer-in-Charge  
Treasury

[Signature] Gautam Budh Nagar

M/s ASSOTECH LIMITED  
A-354, Sector-19 Noida

Rs. Three Core Fifty ONE THIRTY Thousand and

ATTACHED WITH THE LEASE DEED OF GROUP  
HOUSING PLOT NO.GH-04/A SECTOR-78, NOIDA, DISTT.  
GAUTAM BUDH NAGAR (U.P.)

LESSOR

[Signature]  
ANAND KUMAR  
Officer-in-Charge  
Noida Authority Sec-6  
Noida-201301

LESSEE

[Fingerprint]  
For Assotech Limited  
[Signature]  
Authorised Signatory

M/s Assotech Limited

No: de



Stamp Duty Paid in Cash (Assotech Limited) is a sum of  
Rs. 100/- (One Hundred Rupees) only.  
No. 100/- dated 10/08/2010  
Amount of Rs. 100/- is certified by  
the undersigned as being due and payable  
by the Assotech Limited, a company registered  
with the Registrar of Companies, Government of India.  
By Order of the Secretary to the Government of India  
a Copy of this Certificate is forwarded to the  
Assotech Limited, a company registered with the Registrar of Companies, Government of India.

Date: 10/08/2010  
Place: New Delhi  
Signature of the Secretary to the Government of India  
Secretary to the Government of India



## LEASE DEED

This Lease Deed made on 12<sup>th</sup> day of **AUGUST, 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 ASSOTECH LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at **148-F, POCKET-IV, MAYUR VIHAR, PHASE-I, DELHI-110091**, through Authorized signatory **SH. VISHAL MOHAN SHARMA S/O LATE SHRI. T. P. SHARMA, R/O C-10A, ASHOK NAGAR, GHAZIABAD**, duly authorized by the Board of Directors vide Resolution dated 05.04.2010 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.


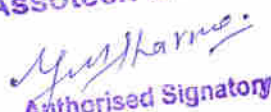
AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the **Plot No GH-04/A Sector-78, NOIDA (Sub Divided Plot of Plot No. GH-04 Sector-78)** on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs 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 ASSOTECH LIMITED (LEAD MEMBER), M/s IDEAL INFRAPROMOTERS PVT. LTD. (RELEVANT MEMBER) & M/s SURYA MERCHANT LTD. (RELEVANT MEMBER)** the plot NO. GH-04, SECTOR-78, NOIDA, after fulfilling the terms and conditions prescribed in the brochure of **Group Housing Scheme Code GH-2010 (I)** and its corrigendums, vide

  
LESSOR

1

LESSEE

  
**For Assotech Limited**  
  
Authorized Signatory

32,971,900.00

(90 वर्ष )

10,000.00

60

10,060.00

3,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री /श्रीमती नोएडा विकास प्रा0द्वारा आनन्द कुमार  
पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी सैक्टर 6 नोएडा

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 12/8/2010 समय 4:26PM

बजे निबन्धन हेतु पेश किया।

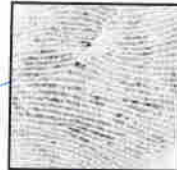


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उप-निबन्धक द्वितीय  
नोएडा

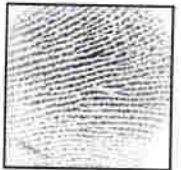
12/8/2010

निष्पादन लेखपत्र बाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त

श्री/श्रीमती नोएडा विकास प्रा0द्वारा आनन्द कुमार  
पुत्र/पत्नी श्री  
पेशा नौकरी  
निवासी सैक्टर 6 नोएडा



श्री/श्रीमती मै0 ASSOTECH Ltd द्वारा विशाल मोहन  
शर्मा  
पुत्र/पत्नी श्री पुत्र स्व0 टी पी शर्मा  
पेशा नौकरी  
निवासी सी- 10 ए अशोक नगर गा0बाद



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री चन्द्र किशोर सिंह

पुत्र श्री पुत्र आर डी सिंह

पेशा व्यापार

निवासी 347/15 कृष्णा कॉलोनी फरीदाबाद

व श्री मनमोहन सिंह

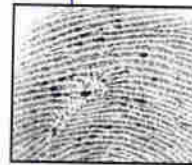
पुत्र श्री पुत्र दुर्जन सिंह

पेशा नौकरी

निवासी हा0 न0 ह45 गली न0 3 साहिबाबाद विलेज गा0बाद

ने की।

प्रत्यक्षतः भद साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



आर0के0गौतम  
उप-निबन्धक द्वितीय  
नोएडा

12/8/2010



Reservation Letter No. NOIDA/GHP/GH-2010(I)/2010/5152 dated 10.03.2010 and Allotment Letter No. NOIDA/GHP/GH-2010(I)/2010/5203 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-04, Sector-78 as GH-04/A, Sector-78 (admeasuring to 30,797.00 sq mtr) & GH-04/B, Sector-78 (admeasuring to 30,797.00 sq mtr) and the name and status of **M/s ASSOTECH LIMITED** as 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-04/A, Sector-78, NOIDA measuring 30,797.00 sq. mtrs** vide letter No NOIDA/GHP/GH-2010(I)/2010/9523 dated 26<sup>TH</sup> JULY, 2010.

AND WHEREAS the lessee is a **Company** comprising of following Directors and Shareholders :-

#### LIST OF DIRECTORS

Sl. No.	NAME	Designation
1	Sh. Sanjeev Srivastva	Managing Director
2	Sh. Rajiv Srivastva	Director
3	Smt. Priya Srivastva	Director
4	Sh. Madan Prasad Srivastva	Director
5	Sh. Manendra Kumar Roy	Director
6	Sh. Manoj Srivastva	Director
7	Sh. Rajeev Rai	Director

#### LIST OF MEMBERS/ SHAREHOLDERS

Sl. NO.	NAME OF MEMBERS/ SHAREHOLDER	NOMINAL VALUE PER SHARE (Rs.)	No. of Equity Shares Held
1	Sanjeev Srivastva	10	1565860.00
2	Priya Srivastva	10	465670.00
3	Rajiv Srivastva	10	1008020.00
4	Achla Nand	10	80000.00
5	Chandra Kishore Singh	10	40000.00
6	Madan Prasad Srivastva	10	30.00

LESSOR

LESSEE

**For Assotech Limited**

Authorised Signatory

पट्टा दाता

Registration No.: 5644

Year : 2010

Book No. : 1

0101 नोएडा विकास प्रा0द्वारा आनन्द कुमार

सेक्टर 6 नोएडा

नौकरी



7	Manendra Kumar Roy	10	30.00
8	Alpana Srivastva	10	30.00
9	Saryu Prasad Yadav	10	312860.00
10	M/s Enakshi Holdings Pvt. Ltd.	10	3350150.00
11	Manoj Srivastva	10	570000.00
12	Nilima Srivastva	10	977500.00
13	Mrs. Babita Kashyap	10	45000.00
14	Surya Bhan Yadav	10	40000.00
15	M. P. Srivastva HUF	10	45000.00
16	M/s Enakshi Towers Pvt. Ltd.	10	529675.00
17	M/s SPY Infrastructure Pvt. Ltd.	10	529500.00
18	M/s VMS Infrastructure Pvt. Ltd.	10	529500.00
19	M/s Pranshu Residency Pvt. Ltd.	10	529600.00
20	M/s VMS Towers Pvt. Ltd.	10	529500.00
21	M/s VMS Colonisers Pvt. Ltd.	10	242650.00
22	M/s Enakshi Residency Pvt Ltd.	10	243075.00
23	M/s HS Home Solutions Pvt. Ltd.	10	243050.00
24	M/s Enakshi Infrastructure Pvt. Ltd.	10	242650.00
25	M/s VMS Real Estate Developers Pvt. Ltd.	10	242650.00
26	M/s Krishana Familywears Pvt. Ltd.	10	238000.00

And it has been represented to the lessor that the CONSORTIUM members have agreed amongst themselves that **M/s ASSOTECH LIMITED** a company within the meaning of Companies Act, 1956, having its registered office at **148-F, POCKET-IV, MAYUR VIHAR, PHASE-I, DELHI-110091** shall solely develop the project on the demarcated Group Housing Plot No. **GH-04/A Sector-78 NOIDA** measuring **30,797.00** sq. mtrs

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

1. This in consideration of the total premium of ₹.63,29,71,900.00 (Rupees Sixty Three Crore Twenty Nine Lac Seventy One Thousand Nine Hundred only) out of which 10% of i.e. ₹. 6,32,97,190.00 (Rupees Six Crore Thirty Two Lac Ninety Seven Thousand One Hundred Ninety only) which have been paid by

  
LESSOR

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LESSEE



For Assotech Limited

  
Authorised Signatory

## पट्टा गृहीता

Registration No. : 5644

Year : 2010

Book No. : 1

0201 मै0 ASSOTECH Ltd द्वारा विशाल मोहन शर्मा  
पुत्र स्व0 टी पी शर्मा  
सी- 10 ए अशोक नगर गा0बाद  
नौकरी





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. ₹. 56,96,74,710.00 (Rupees Fifty Six Crore Ninety Six Lac Seventy Four Thousand Seven Hundred Ten 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 ₹)	INTEREST (in ₹)	TOTAL (in ₹)
1	15.09.2010	--	31332110	31332110
2	15.03.2011	--	31332110	31332110
3	15.09.2011	--	31332110	31332110
4	15.03.2012	--	31332110	31332110
5	15.09.2012	35604670	31332112	66936782
6	15.03.2013	35604670	29373855	64978525
7	15.09.2013	35604670	27415598	63020268
8	15.03.2014	35604670	25457341	61062011
9	15.09.2014	35604670	23499084	59103754
10	15.03.2015	35604670	21540827	57145497
11	15.09.2015	35604670	19582570	55187240
12	15.03.2016	35604670	17624313	53228983
13	15.09.2016	35604670	15666056	51270726
14	15.03.2017	35604670	13707799	49312469
15	15.09.2017	35604670	11749542	47354212
16	15.03.2018	35604670	9791285	45395955
17	15.09.2018	35604670	7833028	43437698
18	15.03.2019	35604670	5874771	41479441
19	15.09.2019	35604670	3916514	39521184
20	15.03.2020	35604670	1958257	37562927

In case of default in depositing the installments 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.

LESSOR

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LESSEE

For Assotech Limited

Authorised Signatory



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.
2. For the purposes of arriving at the due date, the date of issuance of the Allotment Letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot **No.GH-4/A, Sector-78**, in the **NOIDA**, Distt. Gautam Budh Nagar (U.P.) contained by measurement **30,797.00 Sq. mtrs.** be the same a little more or less and bounded:

On the North by	:	As per Site
On the South by	:	As per Site
On the East by	:	As per Site
On the West by	:	As per Site

  
LESSOR







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

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the lessee for the term of 90 (ninety) years commencing from **12<sup>th</sup> AUGUST, 2010** except and always reserving to the Lessor.

- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being 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. To decide the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

**(ii) AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

- a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of **MARCH** for each year the yearly lease rent indicated below:-
  - (i) The lessee has paid **₹. 63,29,719.00 as lease rent** being 1% of the plot premium for the first year of lease period.

  
LESSOR



LESSEE  
**For Assotech Limited**  
  
**Authorised Signatory**




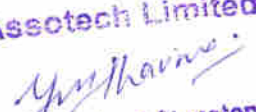


- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
  - (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of the lease deed and thereafter, every year, on or before the last date of the previous financial year.
  - (iv) Delay in payment of the advance lease rent will be subject to an interest @14% per annum compounded half yearly on the defaulted amount and for the defaulted period.
  - (v) The lessee will have the option to pay lease rent equivalent to 11 years @1% per year i.e. equivalent to 11% of the total premium of the plot as "One Time Lease Rent" unless the NOIDA decides to withdraw this facility. On payment of "One Time Lease Rent", no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be adjusted in the "One Time Lease Rent" option.
- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case lessee fails to pay the above charges it would be obligatory on the part or its members/ sub lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc.

  
LESSOR

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LESSEE

  
**For Assotech Limited**  
  
**Authorized Signatory**



as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.

- i) Such allottee/sub lessee should be citizen of India and competent to contract.
- ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
- iii) The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub- lease deed which shall be executed in a form and format as prescribed by the lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent.

  
LESSOR








- b) Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Lessee has obtained building occupancy certificate from Building Cell, NOIDA.
- d) The lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate
- e) The Lessee shall have to execute sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.
- f) The Sub-Lessee undertakes to put to use the premises for the residential use only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between lessor, lessee and proposed transferee (sub-lessee). The Lessee/ sub lessee shall also ensure adherence to the building regulations and directions of the lessor. The lessee as well as sub lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the lessor/ Government of U.P.
- h) The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1<sup>st</sup> sub-lessee shall be allowed without any transfer charges but sub lease deed will be executed between the lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.
- i) Every sale done by the lessee shall have to be registered before the physical possession of the flat/plot is handed over.



LESSOR

LESSEE

**For Assotech Limited**

  
**Authorised Signatory**



