



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp

Vipul Singh, UP14009704  
Sector-33, Noida, Mob. 9560493836  
License No. 150, G.B. No.

|                           |                                             |
|---------------------------|---------------------------------------------|
| Certificate No.           | : IN-UP88075831943498T                      |
| Certificate Issued Date   | : 18-Jun-2021 06:35 PM                      |
| Account Reference         | : NEWIMPACC (SV)/ up14009704/ NOIDA/ UP-GBN |
| Unique Doc. Reference     | : SUBIN-UPUP1400970464005710364605T         |
| Purchased by              | : FAIRFOX IT INFRA PRIVATE LIMITED          |
| Description of Document   | : Article 35 Lease                          |
| Property Description      | : PLOT NO. 01A SECTOR 140A NOIDA            |
| Consideration Price (Rs.) | :                                           |
| First Party               | : NOIDA                                     |
| Second Party              | : FAIRFOX IT INFRA PRIVATE LIMITED          |
| Stamp Duty Paid By        | : FAIRFOX IT INFRA PRIVATE LIMITED          |
| Stamp Duty Amount(Rs.)    | : 500<br>(Five Hundred only)                |



Please write or type below this line

A



For FAIRFOX IT INFRA PRIVATE LIMITED

Rosiv

Director

प्रमोद कुमार  
सहायक  
नीएडा

LB 0012684991

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For BAIRFOX INFRA PRIVATE LIMITED



रामकुमार शर्मा  
कर्मचारी  
नियंत्रण

## LEASE DEED

This lease deed made on this.....<sup>18<sup>th</sup></sup>.....day of.....<sup>JUNE</sup>.....  
in the year **Two Thousand Twenty One** between New Okhla  
Industrial Development Authority a body corporate constituted  
under 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 FAIRFOX ITINFRA  
PRIVATE LIMITED** a company within the meaning of company  
act 2013 having its registered office **DV-GH-09C, Sector-  
Techzone-IV, Greater Noida (West), Uttar Pradesh-201307**  
through its Director **Sh. Rajiv Kumar S/o Sh. Narender Kumar  
Gupta R/o Flat No.009, Park Sapphire, Tower-3, Ramprastha  
Greens, Sector-9, Vaishali, Ghaziabad-201012** 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) for part of the  
land acquired by the Lessor under the Land Acquisition Act, 1894  
and developed by the Lessor for the purpose of setting up of an  
urban and industrial township.

WHEREAS the lessor vide allotment letter No.  
**Noida/Ind./2021/622** date **12.04.2021** has allotted plot No.  
01A, admeasuring **55247.50** sq.mtrs., of land in Sector-**140A**  
Noida to the lessee for Development of IT & IT Enabled Services  
(IT Park) 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 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/ITES PARK** according to bye laws and building plans



प्रमोद कुमार  
सहायक  
नीएडा

For FAIRFOX ITINFRA PRIVATE LIMITED



Director

आवेदन सं०: 202100743030396

पट्टा विलेख (30 वर्ष से अधिक)

बही सं०: 1

रजिस्ट्रेशन सं०: 2866

वर्ष: 2021

प्रतिफल- 997316820 स्टाम्प शुल्क- 500 बाजारी मूल्य - 1381763000 पंजीकरण शुल्क - 13817630 प्रतिलिपिकरण शुल्क - 120 योग : 13817750

श्री मैसर्स फेयरफॉक्स आईटी इन्फ्रा प्राइवेट लिमिटेड द्वारा  
राजीव कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री नरेन्द्र कुमार गुप्ता  
व्यवसाय : अन्य  
निवासी: फ्लैट नं० 009, पार्क सफायर, टावर 03, रामप्रस्थ ग्रीन्स, सैक्टर 09,  
वैशाली गाजियाबाद -201012

Rejiv



श्री, मैसर्स फेयरफॉक्स आईटी इन्फ्रा प्राइवेट  
लिमिटेड द्वारा  
ने यह लेखपत्र इस कार्यालय में दिनांक  
29/06/2021 एवं 02:16:45 PM बजे  
निबंधन हेतु पेश किया।

राजीव कुमार अधिकृत  
पदाधिकारी/ प्रतिनिधि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राजीव कुमार) ..

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

29/06/2021

जय शंकर कौशिक

निबंधक लिपिक

for FAIRFOX IT INFRA PRIVATE LIMITED

Director

रजिस्ट्रार  
कलकत्ता  
1874

approved by the lessor on the terms and conditions hereafter contained.

AND WHEREAS the Government of U.P. announced Uttar Pradesh Information Technology & Start-Up Policy 2017-2022 to incentivize setting up of IT/ITES units in Uttar Pradesh and extended various incentives and benefits under this policy. The lessee is desirous to take the benefit and avail the stamp duty exemption vide GO. No- 02/2018/169/94-S.R-2-2018-700(965)/2016 Dated 12.02.2018.

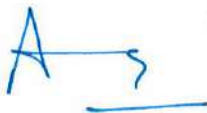
AND WHEREAS the allottee/lessee is desirous of obtaining the benefit of exemption from Stamp Duty and in respect of execution of lease deed of the allotted land.

**NOW THE LEASE DEED WITNESSES AS FOLLOWS :**

1. That in consideration of total premium of Rs. 99,73,16,820.50/- (Rupees **Ninety Nine Crore Seventy Three Lacs Sixteen Thousand Eight Hundred Twenty and Paiza Fifty Only**) towards the land premium calculated @ Rs. 18,051.80 per sq.mtrs out of which 40% i.e. 39,89,27,000/- (Rupees **Thity Nine Crore Eighty Ninty Lacs Twenty Seven Thousand only**) and along with One Year Advance Lease Rent of Rs. 2,49,32,921/- (Rupees **Two Crore Forty Nine Lacs Thirty Two Thousand Nine Hundred Twenty One Only**) has been paid by the lessee to the lessor the receipt where of the lessor hereby acknowledges and balance Rs. 59,83,89,820.50/- (Rupees **Fifty Nine Crore Eighty Three Lacs Eighty Nine Thousand Eight Hundred Twenty and Paiza Fifty only**) shall be paid to the lessor in Eight half yearly equal installment along with interest as (where 8.5% shall be normal rate of interest as on 01.01.2021 as per MCLR, subject to revision every six months ) per annum compounded half yearly as per the following :

1<sup>st</sup> installment Rs. 7,47,98,762/- + Interest on or before 31.12.2021

2<sup>nd</sup> installment Rs. 7,47,98,762/- + Interest on or before 30.06.2022



**प्रमोद कुमार  
सहायक  
नीएडा**

**For FAIRFOX ITINFRA PRIVATE LIMITED**

  
**Director**

बही सं०: 1

रजिस्ट्रेशन सं०: 2866

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाता: 1

श्री नोएडा विकास प्राधिकरण के द्वारा प्रमोद कुमार, पुत्र श्री

निवासी:

AR

व्यवसाय: अन्य



पट्टा गृहीता: 1

श्री मैसर्स फेयरफॉक्स आईटी इन्फ्रा प्राइवेट लिमिटेड के

द्वारा राजीव कुमार, पुत्र श्री नरेन्द्र कुमार गुप्ता

निवासी: फ्लैट न0 009, पार्क सफायर, टावर 03, रामप्रस्थ ग्रीन्स, सैक्टर 09, वैशाली गाजियाबाद -201012

व्यवसाय: अन्य

Rajiv



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री राहुल जैन, पुत्र श्री स्वर्गीय विपिन कुमार जैन

निवासी: फ्लैट न0 003, रॉयल पार्क रामप्रस्थ ग्रीन्स वैशाली गाजियाबाद यू पी 0

व्यवसाय: अन्य

Rahul



पहचानकर्ता : 2

श्री स्मृति रंजन सवाईन, पुत्र श्री केशव चन्द्र सवाईन

निवासी: 007, रॉयल पार्क रामप्रस्थ ग्रीन्स सैक्टर 07, वैशाली गाजियाबाद यू पी

व्यवसाय: अन्य

SA



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी :

FOR FAIRFOX INFRA PRIVATE LIMITED

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Rajesh

(राजेश कुमार) . .

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

जय शंकर कौशिक

निबंधक लिपिक

Director

भारत सरकार  
कृषि  
विभाग

|                             |                                                      |
|-----------------------------|------------------------------------------------------|
| 3 <sup>rd</sup> installment | Rs. 7,47,98,762/- + Interest on or before 31.12.2022 |
| 4 <sup>th</sup> installment | Rs. 7,47,98,762/- + Interest on or before 30.06.2023 |
| 5 <sup>th</sup> installment | Rs. 7,47,98,762/- + Interest on or before 31.12.2023 |
| 6 <sup>th</sup> installment | Rs. 7,47,98,762/- + Interest on or before 30.06.2024 |
| 7 <sup>th</sup> installment | Rs. 7,47,98,762/- + Interest on or before 31.12.2024 |
| 8 <sup>th</sup> installment | Rs. 7,47,98,762/- + Interest on or before 30.06.2025 |

- i) In addition to the premium of plot the Annual lease rent for the lease period of 90 years each year in advance on 17<sup>th</sup> June equivalent to Rs. **2,49,32,920/- (Rupees Two Crore Forty Nine Lacs Thirty Two Thousand Nine Hundred Twenty Only)** to be paid by the lessee as per terms of allotment letter.

In case of default of payment of lease rent interest @ 11.5% shall be charged on the defaulted amount for the defaulted period. The annual lease rent shall be enhanced on expiry of every 10 years. The amount of lease rent enhanced would not be more than 50% of the amount last fixed.

Or

The lessee has option to pay 15 years lease rent at the rate prevailing at the time of deposit as one time lease rent in lump sum.

- ii) And the covenants setout in this lease deed and to be performed by the lessee.

The lessee and the lessor both hereby demise and lease unto lessee plot No. **01A** Situated at Sector- **140A** in the New Okhla Industrial Development Area Distt. Gautam Budh Nagar U.P. contained by measurement of **55247.50** sq.mtrs bounded as follows :

ON THE NORTH :



प्रमोद कुमार  
सहायक  
नौएडा

For FAIRFOX ITINFRA PRIVATE LIMITED

  
Director



For FAIRFORD TANKA PRIVATE LIMITED

Director

गाम्कु इमिअ  
कपाडस  
हडपनि

ON THE SOUTH : AS PER SITE  
ON THE EAST :  
ON THE WEST :

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

- (a) 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.
- (b) The right to all mines and minerals coals washing gold earth oils quarries in over and under the demised plot or any part thereof 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 virtual 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 the compensation as aforesaid.
- (c) In the event the lessee fails to deposit any one or more of the installment with interest by the dates specified above interest on defaulted amount for delayed period shall be charged @ 11.5% (where as MCLR 8.5% as on 01.01.2021 shall be in normal rate of interest and incase of default 3% penal interest + GST applicable on penal interest.
- (d) In the event the lessee failed to deposit the lease rent on time interest charged @ 11.5% (where as MCLR 8.5% as on 01.01.2021 shall be in normal rate of

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For FAIRFOX ITINFRA PRIVATE LIMITED

Resio  
Director

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प्रमोद कुमार  
सहायक  
नीएडा



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Director

गणतन्त्र  
संस्था  
विचार

interest and incase of default 3% penal interest + GST applicable on penal interest. on the defaulted amount for the defaulted period.

2. The lessee hereby unconditionally and unequivocally agrees that:

- (a) The lessee shall use the plot for the setting up of their IT/ITES PARK only and no for other project. No changed in the project is permissible without approval of the Lessor.
- (b) The lessee shall always ensure compliance of every rules direction or policy made or which may be made by the Govt. of Uttar Pradesh.
- (c) The lessee shall obtain all necessary permission and clearance etc from the concern department/ authority as may be required according to law, rules and regulations in force.
- (d) The lessee shall ensure full compliance with conditions imposed in the No objection Certificate issued by the UP Pollution Board and will work according to the pollution controlling laws in force time to time.
- (e) Strict compliance of the provision relating to fire safety shall be observed by the lessee and necessary approvals shall be obtain 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 provided by the authority.
- (g) The plot is allotted and leased on "As is where is basis".
- (h) The lessee shall have to make sufficient provisions for parking within the leased plot itself in accordance with

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For FAIRFOX ITINFRA PRIVATE LIMITED

Rgiv

Director

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प्रमोद कुमार  
सहायक  
नीएडा

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कपाडस  
हप्रनि

Director

For FAIRFOX ITINFRA PRIVATE LIMITED



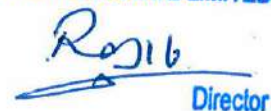
the provisions of the Noida parking direction 1999 as amended from time to time.

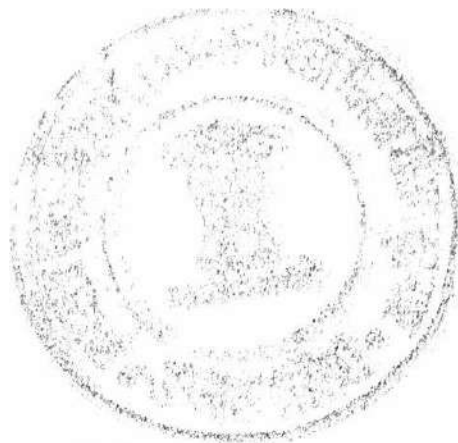
- (i) The lessee / occupant shall be liable to pay all the rates levies taxes charges and assessment of every description and by whatever name called in respect of the demised plot and/ or building construction thereon assessed or imposed from time to time by lessor and/ or any other authority or the state or the central government all areas in respect of the aforesaid will be 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 postures statutes and other articles which is repugnant to the moral and/or are indecent or not in public interest.
- (k) The lessee may be allowed to rent out the space as per requirement. But before doing so prior permission from the lessor shall have to be obtained by the lessee as per prevailing rules.
- (l) That the lessee will obey and submit to all the directions or regulations made by the lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or the health, safety or effect the convenience of the other inhabitants of the surrounding area.
- (m) The allottee/lessee shall construct the building of the project at his own cost, after obtaining necessary sanctions of the building plans from lessor/NOIDA. The building plans submitted to lessor/NOIDA would be in accordance with the prescribed architectural controls and relevant to the building regulations and directions issued from time to time. The permissible ground coverage & FAR shall be applicable as per prevailing norms.



प्रमोद कुमार  
सहायक  
नौएडा

For FAIRFOX ITINFRA PRIVATE LIMITED

  
Director



For FAIRFOX ITINFRA PRIVATE LIMITED

Director

गाम्कु छमिर  
कपाडन  
डिपार्डि

### **Special Terms & conditions for IT/ITES**

1. Applicants applying for plot size of 40000 sq.mtrs. or more and proposing an investment of more than Rs. 50 Crores, would also be allowed to use 10% of the total admissible FAR for Residential use for the employees and officers of the project, alongwith regular allied services, subject to the condition that the total FAR used for institutional facilities and residential facilities shall not exceed more than 15% of the permissible FAR and the rest 85% of the permissible FAR would be used for IT/ITES. After the allottee/lessee has built a minimum of 75% of the total admissible FAR & has obtained occupancy certificate of the plots, the lessee/allottee can be allowed to sub-lease the admissible FAR reserved for IT/ITES either as built-up space or as FAR in the developed plots, on payment of usual transfer charges, subject to the condition that the use by sub-lessee would remain the same as that of the original lessee. The allottee/lessee can also be allowed to sub-lease a proportion of the admissible FAR for Institutional facilities and Residential use to sub-lessee/(s) of IT/ITES Unit.
2. Though the allottee/lessee shall be able to sub-lease the above mentioned proportions of the total admissible FARs of various categories at his own price, yet he shall be able to sub-lease these FARs only to the owners of the IT/ITES projects. The allottee/lessee shall provide the list of such bonafide IT/ITES sub- lessees, in whose favour the sub-leases are to be executed, to the NOIDA from time to time.
3. IT/ITES allottee having plot area of 20000 sq.mtr and above will be allowed first Sub lease of built up area for IT/ITES without any Transfer Charges.



प्रमोद कुमार  
सहायक  
नीएडा

For FAIRFOX ITINFRA PRIVATE LIMITED



Director

For FAIRFOX ITINERA PRIVATE LIMITED

Director



गणतन्त्र  
संघ  
भारत

The institutional facilities permissible in the area of IT/ITES 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 and 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 its enabled services.
13. Games/ Entertaining rooms for users / residents of IT industries and its enabled services.
14. Banking and Financial Services
15. Business and Financial Services
16. Business Center and Conference facilities
17. Shops
18. Open eating Kiosks

- (n) 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.
- (o) The lessee shall not make any unauthorized construction on the plot and if so will be removed / demolished by the lessor at the risk cost responsibility of the lessee. It shall be treated as breach of terms and conditions of building bye laws and lease deed.

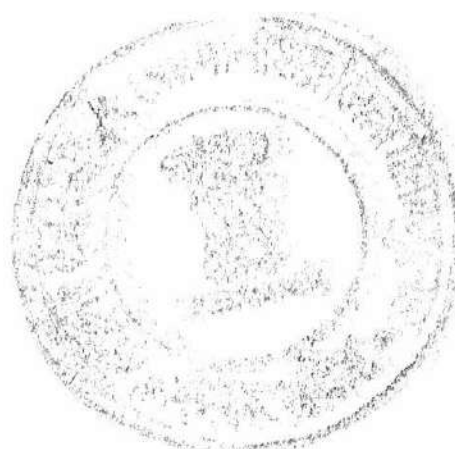
  
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प्रमोद कुमार  
सहायक  
नीएडा

For FAIRFOX ITINFRA PRIVATE LIMITED

  
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Director



For FAIRFOX ITINFRA PRIVATE LIMITED

Director

रामकुमार  
कापडकर  
डायरेक्टर

- (p) The lessee undertake to abide by and fulfill all the norms and standards set out by the department of IT & Electronics, Govt. of U.P for the setting up of the projects of IT/ITES (IT PARK)
- (q) 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 facts that they are availing the benefit of exemption of payment of stamp duty and registration charges in this lease deed, the period within which construction is to commence and the completed shall stand confined to the period as prescribed by the said G.O. No. 02/2018/169/94-S.R-2-2018-700(965)/2016 Dated 12.02.2018. 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 30% 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 as per Broucher/Institutional policy Norms/Govt G.O.
- (r) The lessee unequivocally agrees that in the event of any breach of the norms and standard 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, The Bank Guarantee submitted with the lease deed will be forfeited by IG stamp, in terms of G.O. No

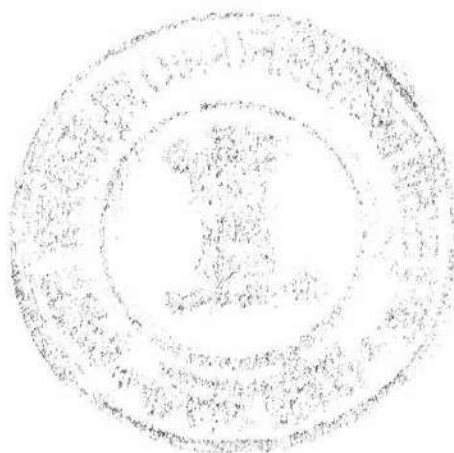


प्रमोद कुमार  
सहायक  
नीएडा

For FAIRFOX ITINFRA PRIVATE LIMITED



Director



For FAIRFOX ITINFRA PRIVATE LIMITED

Director

समस्त  
कर्मचारी  
सहित

02/2018/169/94-S.R-2-2018-700(965)/2016 Dated 12.02.2018.. If lessee has breached the terms and conditions of allotment including the norms and standards set out by the Department of IT & Electronics, Govt. of 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) The allottee / Lessee will complete construction and obtain occupancy certificate from the competent Authority of the Lessor within the validly period of the approved building plan. The Lessee / Allottee shall ensure the functioning on the allotted plot as per schedule give below.

**PLOT UP TO 1000 SQ. MTRS.**

Within two years from the actual date of possession

**PLOTS ABOVE 1000 SQ. MTRS. BUT UPTO 2000 SQ. MTR.**

Within three years from the actual date of possession.

**PLOTS ABOVE 2000 SQ. MTRS. BUT UP TO 4000 SQ. MTRS.**

Within Four years from the actual date of possession.

**PLOT ABOVE 4000 SQ. MTS.**

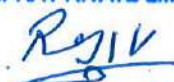
**With in five years from the actual date of possession**

- (t) That the extension may be granted by the lessor on such terms and conditions as the lessor may be prescribe, including but not limited to payment of extension charges @ 4% of the premium would be chargeable for grant of extension for each year on pro rata monthly basis. The rate of extension charges may be revised from time to



प्रमोद कुमार  
सहायक  
नीएडा

For FAIRFOX ITINFRA PRIVATE LIMITED



Director



Fairfox Infra Private Limited

Director

नरेश कुमार  
लाल  
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time and the revise rate would be binding on the lessee. In the event of extension not being granted, cancellation may be affect 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.

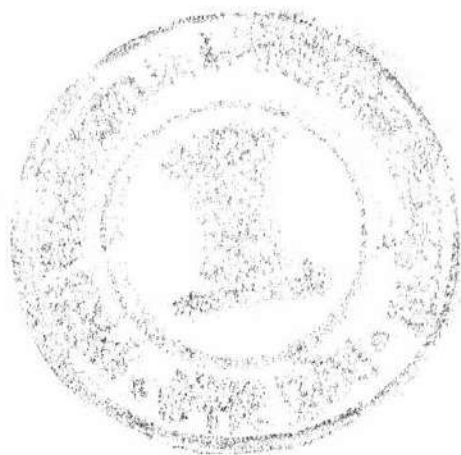
- (u) That the lessee will keep the demised plot and the building therein at all time in a state of good and substantial repairs and in sanitary condition to the satisfaction of the lessor.
- (v) That the lessee shall not make or permit to make any alteration in or in addition to the said or their erections would be erected in terms of clause (l) to (n) herein above of the 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.
- (w) That the lessee shall use the demised plot only for the construction for the **IT/ITES PARK** 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 the 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,

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For FAIRFOX ITINFRA PRIVATE LIMITED

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For FAIRFOX ITINFRA PRIVATE LIMITED

Director

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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 so however that such accommodation shall be commensurate with the need.

(x) **The Lessee will not be allowed to transfer its shareholding till the Completion Certificate of the project is obtained from the Noida. Change in Shareholding will be allowed only after the prior approval of Noida.**

(y) In the event the lessee is desirous of effecting change in constitution the lessee shall pay proportionate transfer charges/CIC Charges @ 10% of the prevailing rate of allotment as on 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 be liable to pay all the other taxes, duties if any chargeable by any government authority.

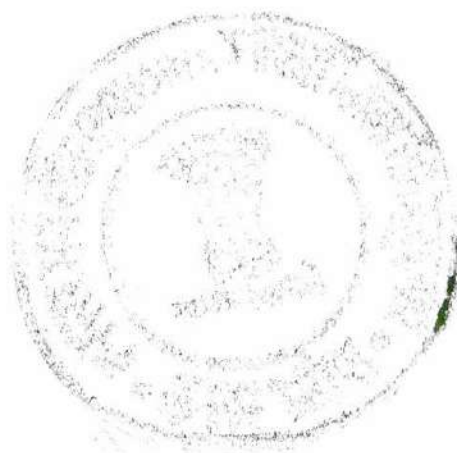
(z) The lessee shall not be permitted to transfer the demised plot before making the unit functional and building constructed thereupon. However at the discretion of CEO, the transfer may be permitted after making the unit functional and building constructed thereupon the such terms and conditions as the lessor may impose including but not limited to levy of transfer charges as prevailing at the time of transfer charges shall be paid to the lessor. At the 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 upwards by the CEO of the lessor or any person authorized by him in this regard, upon transfer, the extension charges, if paid

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For FAIRFOX ITINFRA PRIVATE LIMITED

Rajiv  
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For FAIRFOX ITINERA PRIVATE LIMITED

Director

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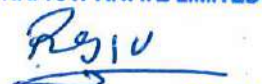
by the lessor are neither refundable nor adjustable. Any action or purported action done by the lessor shall be deemed to be null, and void abolition. The decision of chairman/chief executive officer for all purpose will be final and binding on the lessee.

- (aa) That the allottee/lessee can transfer the whole plot with prior permission of noida on terms and conditions as prevailing on the date of transfer. The plot may be transferred to a similar institution for the same / similar use.
- (bb) That the lessee shall not assign, relinquish, sublet, transfer or part with the possession of any portion of the demised plot and building thereon or cause any sub division thereof except prior permission of the lessor, in the event. Any permission for transfer, assignment, mortgage or thereon or for both is being granted by lessor, then same shall be subject to such terms and conditions, transferee, assignee or mortgagee, tenant shall be bound by all the terms and conditions of the 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 expenses to the lessor or at the lessor officer attested copy of the assignment, relinquishment, mortgage, subletting 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 such registration and for the time being in force.
- (cc) The lessee shall not cause any sub-division of the demised plot thereof.



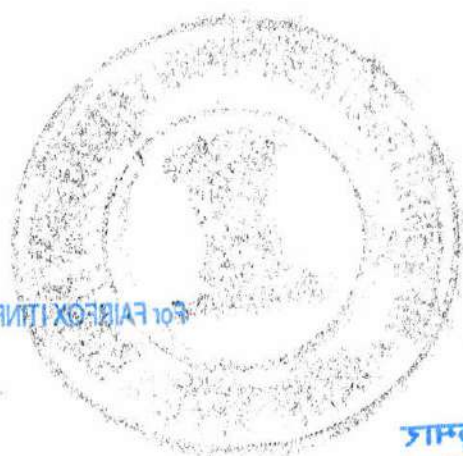
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For FAIRFOX ITINFRA PRIVATE LIMITED

  
Director

For FAIRFOX INFRA PRIVATE LIMITED

Director



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- (dd) The lessee will have in house vehicle parking with in the demised plot.
- (ee) Notwithstanding anything contained in the Clause 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.

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 the Govt. 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 functioned by the authority.

A processing of Rs. 5000/- (Rupees One Thousand Only) would be granting permission for mortgage.

For grant of mortgage/collateral permission, it is binding that the lessee/leading 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 been made to Noida by the concerned institutional / allottee(s). In such cases NO DUES CERTIFICATE BY Sr.FAO(Industrial) Noida shall have to be enclosed.



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For FARFOX LIMITED PRIVATE LIMITED

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Any further charge on the Property in favor of another financial institution is issued only by the institution in whose favor of the 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 charge, lease rent, interest and any other dues taxes, charges etc payable to the lessor from the time to time.

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

Provided further that the lessor shall 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 right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to insolvent sale or transfer it by or through execution of decree of insolvency by the court.

- (ff) That the lessee will 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



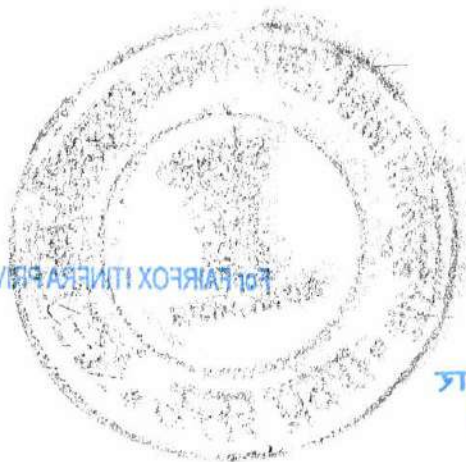
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For FAIRFOX ITINFRA PRIVATE LIMITED

  
Director

for FAIRFOX ITINERATE PRIVATE LIMITED

Director



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of the provisions of this sub clause to his/her/their/its tenants.

- (gg) 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.
- (hh) That 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 consequence of the execution of the aforesaid works 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 building or
  - (iii) Digs any pits near the foundation of any building thereby causing any injury or damage to such building.

The damages 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.

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



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For FAIRFOX ITINFRA PRIVATE LIMITED

  
Director



FOOTPRINTS MINERS PRIVATE LIMITED

Director

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3. 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 obtained by suppression of any fact or misrepresentation, mis-statement or fraud or if there has been, in the opinion of the lessor, any condition of the building rules framed by the lessor or violate any terms 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 not be entitled to any compensation.
- (b) If the lessee does not abide by the terms and conditions of the lease and building bye laws or any other rules framed or directions issued by the lessor or violate the building bye-laws or any other 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 rendered substantially or permanently unfit for building purposes.
- (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 /

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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 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 these 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 constructed 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 in 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 any time 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 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

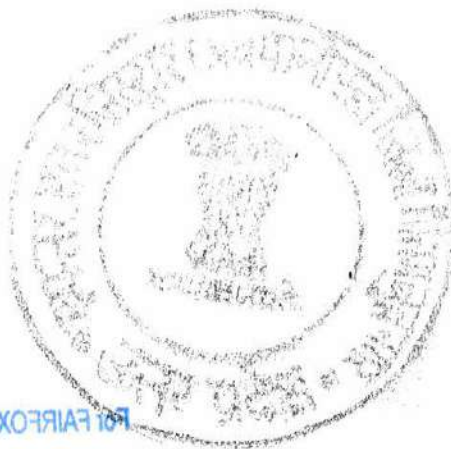
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on part of LESSEE for or any person claiming through or under him shall be recoverable by the LESSOR.

- (h) The lessee can surrender the lease plot in favor of the lessee unless the lease has been determined by the lessor. The request for the surrender must be in writing and should also be accompanied with certified copy of the Board Resolution deciding the surrender and authorizing the particulars signatory to make application for the said purposes. A registered surrender deed shall have to be execution in favor of the lessee shall also have to be returned to the lessee.

The entire deposit made to the lessor as towards the premium of the plot would be refunded by the lessor subject to forfeited of the Rs.10,000/- against the premium and all demands made under the revenue head excluding interest against the premium would be forfeited along with due lease rent till the 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 any rules and regulations framed under the act or any direction issued shall be binding on the LESSEE and his/her/ their successor.
- (k) All power exercisable by the LESSOR under this lease may be exercised by chairman/CEO of the Lessor. The Chairman/ CEO may also delegate /authorized any of

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For FAIRFOX ITINFRA PRIVATE LIMITED

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its officers to exercise all or any of the powers exercisable by the lessor.

- (l) Any relaxation or concession granted by the LESSOR to LESSEE shall not in any way prejudice the legal rights of the LESSOR.
- (m) Any disputes whatsoever arising with regards to this deed shall be subject to the jurisdiction of Civil Courts at Gautam Budh Nagar or High Court of Judicature at Allahabad.
- (n) The land is in peaceful possession of the LESSOR and is being handed over to the LESSEE free from any encroachment and obstruction.
- (o) The Chairman / CEO of the LESSOR reserves the right to make such amendments, additions alterations or modification, in terms and conditions of the lease from time to time as he may consider just and reasonable.
- (p) In this lease Deed the terms and conditions of the Institutional area (IT/ITES Park) shall be applicable.
- (q) The terms and conditions of Boucher, Allotment Letter, Lease, Building bye -laws as amended from time to time shall binding on Lessee.
- (r) 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।
- (s) 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 FAIRFOX ITINFRA PRIVATE LIMITED

  
Director



For FAIRFOX ITINERA PRIVATE LIMITED

Director

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**SITE PLAN**  
[NOT TO SCALE]

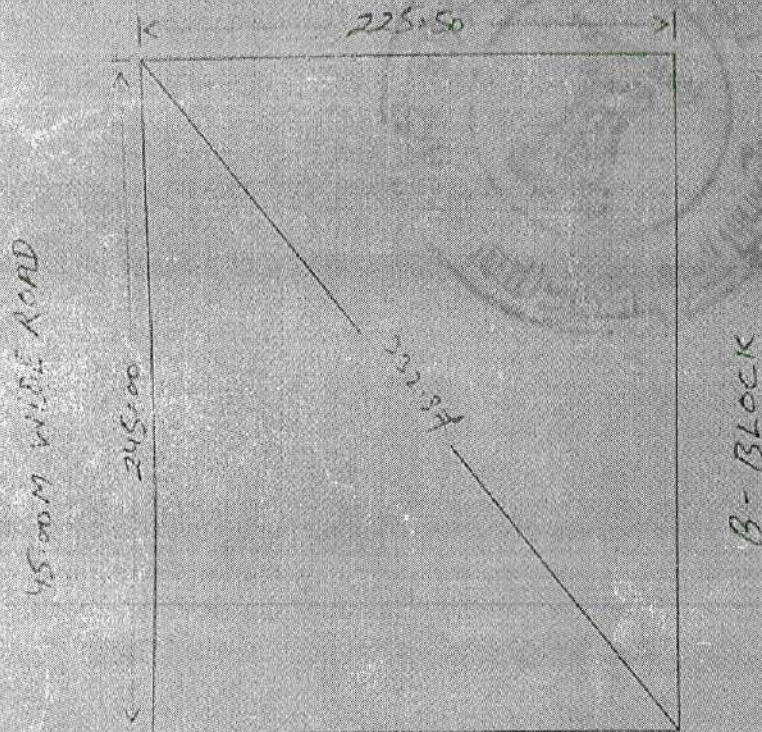
Date: 04/02/2021

Location: Plot No. - 1A

Sector: 140 A

Area: 55247.50

24.60 M WIDE ROAD



Jr. Engineer  
W.C-7, NOIDA

Manager  
W.C-7, NOIDA



- (t) नोएडा द्वारा सम्पत्ति से सम्बन्धित विवरण आदि कभी भी मांगा जा सकता है जिसे देने के लिए वे बाध्य होंगे।
- (u) प्रश्नगत आवंटित सम्पत्ति पर विलेख के निष्पादन की तिथि तक देय ब्याज रुपये 1,04,51,500/2 व दिया गया ब्याज रुपये 2164 होता है।
- (v) प्रमाणित किया जाता है कि प्रश्नगत पट्टा विलेख से सम्बन्धित सम्पत्ति का प्राधिकरण द्वारा पट्टा ग्रहिता को कब्जा पत्र जारी नहीं किया गया है और न ही आज दिनांक 10-06-2021 तक का कब्जा प्रदान किये जाने विषयक प्रस्ताव जारी किया गया है।

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 :**

- Signature   
Name : Rahul Jain  
Father Name : Lateshji Vipinkumar Jain  
Address : Flat no-003, Royal Park  
Ramprastha Greens Vaishali
- Signature   
Name : Shri Ramji Swain  
Father Name : Melhab chandra Swain  
Address: 007, Royal Park, Ramprastha  
Greens, Sector-7, Vaishali

  
**THE LESSOR**  
प्रदीप कुमार  
सहायक  
नोएडा

**THE LESSEE**

**For FAIRFOX ITINFRA PRIVATE LIMITED**

  
**Director**



उत्तर प्रदेश सूचना प्रौद्योगिकी एवं स्टार्टअप नीति-2017 के क्रम में उत्तर प्रदेश शासन  
स्टाम्प एवं रजिस्ट्रेशन अनुभाग-2 के शासनादेश सं० 02/2018/ 169/ 94-स्टा०  
नि०-2-2018-700 (965)/ 16 दिनांक 12-02-2018 के प्रस्तर 1.2 एवं शासनादेश संख्या  
1515/77-6-18-5 (एम)/ 17 दिनांक 01-05-2018 के अनुसार **M/S FAIRFOX  
ITINFRA PVT LTD (SPECIAL PURPOSE COMPANY)** को आवंटित भूखण्ड  
सं० 01ए सेक्टर-140ए नौएडा जिला-गौतमबुद्धनगर को **IT/ITES PARK ONLY** की  
परियोजना हेतु प्रस्तुत लीज डीड पर साक्षी के रूप में हस्ताक्षरित।



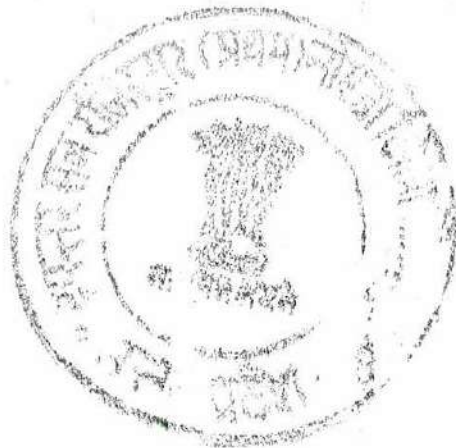
उपायुक्त उद्योग  
जिला उद्योग प्रोत्साहन एवं उद्यमिता विकास केन्द्र  
गौतमबुद्धनगर

आवेदन सं०: 202100743030396

बही संख्या **ग्रामपंचायत** जिल्द संख्या 10592 के पृष्ठ 203 से 248 तक  
क्रमांक 2866 पर दिनांक 29/06/2021 को रजिस्ट्रीकृत किया गया।

For FAIRFOX ITINFRA PRIVATE LIMITED

Director



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



(राजेश कुमार) ..

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

29/06/2021