

P-17033

भारतीय गैर न्यायिक

बीस रुपये

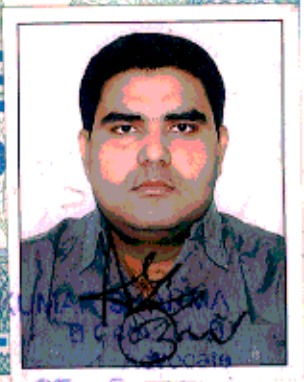
रु.20

Rs.20

TWENTY RUPEES



MUKESH KUMAR SHARMA
B Com., LL.B
Advocate
Sub Registrar Office Compound
Greater Noida



Sub Registrar Office Compound
Greater Noida

उत्तर प्रदेश **UTTAR PRADESH**

15AA 207377

Stamp Duty Paid in Cash Certificate in favour of **M/S AVJ Tower Pvt. Ltd. D-237, First Floor, Vistra, Phase-1, Delhi.**

In Pursuance of the order of the Collector
No. **10000** Dated **03/09/11** Passed under
section 10-A of the Stamp Act, it is certified that
an amount of Rs. **152756.00**
(in words Rs. **one lakh fifty two thousand six hundred only**)
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. **1100008** Dated **05/09/11**
a Copy of Which is annexed herewith.

06 Sept. 2011 **12/09/11**
Date

Officer-In-Charge
Treasury
Santam Budh Nagar
06/09/11

12.09.11
Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

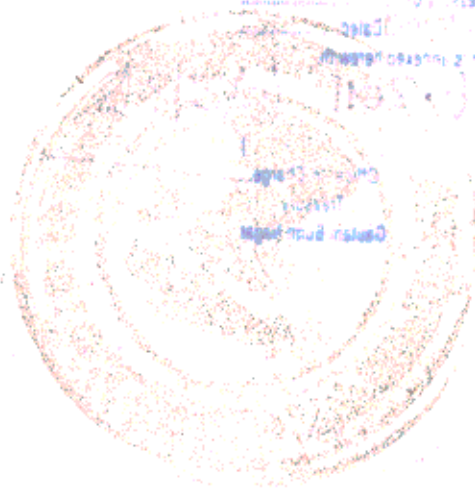
For AVJ TOWER PRIVATE LTD.

Asst
Director

नं. 453 रु. 1 में शामिल
 किया गया।
 - 6 SEP 2011
 रोकड़िया
 ★ कोषागार/गौतम बुद्ध नगर ★

M/s AVJ Tower Pvt Ltd
 Delhi

Stamp Duty Paid in Cash Certificate in favour of
 in pursuance of the order of the Collector
 No. _____ Passed under
 section 10-A of the Stamp Act is certified that
 an amount of Rs. _____
 (in words Rs. _____)
 has been paid in Cash as Stamp Duty in respect
 of this instrument dated _____ of India
 Registered First at _____
 by Chartered Accountant _____
 a copy of this instrument is enclosed herewith
 Date _____



FOR AVJ TOWER PRIVATE

LEASE DEED

This Lease Deed is executed on this the **6th** day of **September 2011** at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

BY

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, an Authority constituted under the provisions 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 of the One Part;

In favour of

M/s AVJ TOWER PRIVATE LIMITED, a Company incorporated under the provisions of the Indian Companies Act, 1956, having its registered office at **D-237, first floor (Back Side), Vivek Vihar Phase-1, Delhi-110095** through its **Director Shri Ajay Kumar S/o Shri Dheeraj Singh R/o D-35, Anand Vihar, Delhi-110095** duly authorized vide Resolution dated 06.09.2011 passed by its Board of Directors, being a Special Purpose Company within the meaning of Article C-8 (e) of the Brochure of the Scheme -2010-11 (Commercial Builders Plot-II), (hereinafter called the "Lessee" which expression, unless the context does not so admit, shall include its administrators, executors, representatives and permitted assigns) of the Other Part.

WHEREAS the land hereinafter described forms part of the land acquired under the provisions of the Land Acquisition Act, 1894 for the purpose of planned integrated Industrial and Urban Township and accordingly developed by the Lessor

AND WHEREAS a consortium comprising of

- **M/s Pam Developers (India) Pvt. Ltd. and**
- **M/s Sam (India) Builtwell Pvt. Ltd.**

on the basis of sealed tenders invited under the Scheme Code **Scheme-2010-11(Commercial Builders Plot-II)**, vide letter bearing No. Prop/Commercial/2011/479 dated 23.03.2011 has been allotted **Builders Commercial Plot No. C-1, Sector Alpha-II, Greater Noida measuring 11584.00 sq. mtrs.** for the purpose of **development of Commercial Complex(s) for commercial**

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Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.

A-12
Director

पट्टा विलेख

(90 वर्ष)

105,511,782.00

10,000.00

50

10,050.00

2,500

प्रतिफल

मालियत

आगत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

मै0 ए वी जे टॉवर प्रा0लि0द्वारा अजय कुमार

पुत्र श्री

धीरज सिंह

व्यवसाय व्यापार

निवासी स्थायी

डी-237 फर्स्ट फ्लोर विवेक विहार फैस-1 दिल्ली

अस्थायी पता

डी-237 फर्स्ट फ्लोर विवेक विहार फैस-1 दिल्ली

ने यह लेखपत्र इस कार्यालय में

दिनांक 7/9/2011

समय 2:25PM

उसे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राजबहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

7/9/2011

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

पट्टा दाता

पट्टा गृहीता

ग्रे0नो0औ0वि0प्रा0द्वारा दिगम्बर सिंह (प्र0वा0)

पेशा नौकरी

निवासी ग्रेटर नौएडा

मै0 ए वी जे टॉवर प्रा0लि0द्वारा अजय कुमार

पुत्र श्री धीरज सिंह

पेशा व्यापार

निवासी डी-237 फर्स्ट फ्लोर विवेक विहार फैस-1 दिल्ली

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री मनोज शर्मा

पुत्र श्री ए0एन0शर्मा

पेशा नौकरी

निवासी एच-168/4 गामा-2 ग्रेटर नौएडा

व श्री

हरकेश

पुत्र श्री

मूलचन्द

पेशा नौकरी

निवासी एच-168/4 गामा-2 ग्रेटर नौएडा

ने की।

पक्षक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राजबहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

7/9/2011

activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses.


AND WHEREAS in terms of Article C-8(e) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. **M/s AVJ Tower Private Limited**, a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **D-237, first floor (Back Side), Vivek Vihar Phase-1, Delhi-110095** through its **Director Shri Ajay Kumar S/o Shri Dheeraj Singh R/o D-35, Anand Vihar, Delhi-110095**, in which the consortium the following are the Members and their shareholding percentage -

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/s Pam Developers (India) Pvt. Ltd.	90%	Lead Member
2	M/s Sam (India) Builtwell Pvt. Ltd.	10%	Relevant Member


AND WHEREAS it has been represented to the **LESSOR** that the members of **Special Purpose Company** have agreed amongst themselves that **M/s Pam Developers (India) Pvt. Ltd.**, having its registered office at **D-237, first floor (Back Side), Vivek Vihar Phase-1, Delhi-110095** shall always remain the **Lead Member** of the Special Purpose Company. However, the Special Purpose Company will be allowed to Transfer/ Sell up to 100% of its shareholding, subject to the condition that the original "Lead Member" (as on the date of submission of the tender) shall continue to hold at least 30% of the shareholding in the SPC till the occupancy/completion certificate of at least one phase of the project is obtained from the **LESSOR**.

AND WHEREAS, at the request of the aforesaid Consortium members, the **LESSOR** has agreed to execute the lease of the allotted plot in the name of the Special Purpose Company i.e. the **LESSEE** and the **LESSEE** has agreed to take on lease the allotted plot on the terms and conditions hereinafter appearing for the purpose of constructing commercial building/s in accordance with the approved building plan/s utilizing the built-up space as may be approved by the **LESSOR** in terms of the Scheme in which the allotment has been made.

NOW THIS LEASE DEED WITNESSETH AS UNDER:-


Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.


Director

पट्टा दाता

Registration No.: 17033

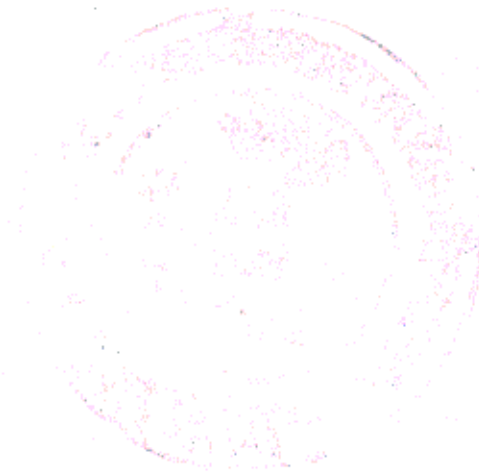
Year : 2,011

Book No. : 1

0101 ग्रे0नो0औ0वि0प्रा0द्वारा दिगम्बर सिंह (प्र0वा0)

ग्रेटर नौएडा

नौकरी



I (a) That in consideration of the premium paid in part and the remaining agreed to be paid by the LESSEE at the time and in the manner hereinafter provided AND also in consideration of the rent hereby reserved AND due observance of the covenants, provisions and the stipulations hereinafter contained and on the part of the LESSEE to be respectively paid, observed and performed, the LESSOR doth hereby demise and lease to the Lessee, all the land of **Commercial Plot No. C-1, Sector-Alpha-II, Greater Noida, measuring 11584.00 square metres, to be the same a little more or less and bound as under:-**

On the North by :
On the South by : As per Lease Plan attached
On the East by :
On the West by :

Which plot is more clearly delineated and shown in the attached lease plan (hereinafter referred to as "the Demised Premises") with their appurtenances to the LESSOR for the term of 90 years commencing from the date of execution of this lease deed, except and always reserving to the LESSOR:-

- (i). 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.
 - (ii) Full rights and title to all mines and minerals, coals, washing gold's, earth oils, quarries, in or under the Demised Premises 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 enjoying the same without providing or leaving any vertical support for the surface of the plots or for the structure time being standing thereon provided always, that the LESSOR shall make reasonable compensation to the LESSEE for all costs incurred, loss of profits and other damages directly or indirectly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the LESSEE.
- (b)** The total premium of the demised plot is **Rs. 27,52,35,840.00 (Rupees Twenty Seven Crore Fifty Two Lac Thirty Five Thousand Eight Hundred Forty Only)**. Out of which **Rs. 2,93,19,840/- (Rupees Two Crore Ninety Three Lac**

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Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.

12
Director

पट्टा गृहीता

Registration No. : 17033

Year : 2,011

Book No. : 1

0201 मै0 ए वी जे टॉवर प्रा0लि0द्वारा अजय कुमार
धीरज सिंह
डी 237 फर्स्ट फ्लोर थियेट्रल विहार फैस-1 दिल्ली
व्यापार



Nineteen Thousand Eight Hundred Forty Only) has been paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 15% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of the moratorium period, the balance **of the premium i.e. Rs. 24,59,16,000/- (Rupees Twenty Four Crore Fifty Nine Lac Sixteen Thousand Only)** of the plot, along with interest, shall be paid in 16 half yearly instalments in the following manner :-

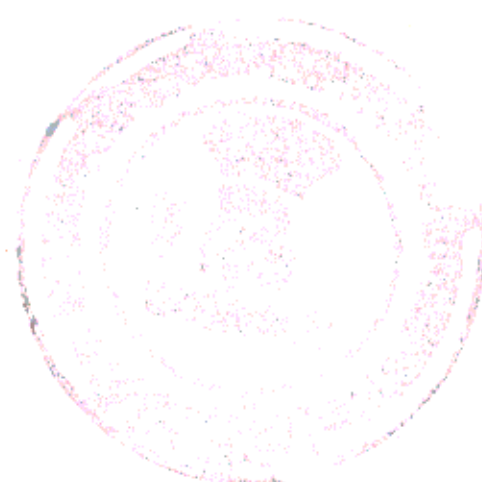
Head	Due date	Premium	Interest	Total amount of Instalment	Balance premium
Instalment No.1	23.09.2011	0	18443700.00	18443700.00	245916000.00
Instalment No.2	23.03.2012	0	18443700.00	18443700.00	245916000.00
Instalment No.3	23.09.2012	0	18443700.00	18443700.00	245916000.00
Instalment No.4	23.03.2013	0	18443700.00	18443700.00	245916000.00
Instalment No.5	23.09.2013	15369750.00	18443700.00	33813450.00	230546250.00
Instalment No.6	23.03.2014	15369750.00	17290968.75	32660718.75	215176500.00
Instalment No.7	23.09.2014	15369750.00	16138237.50	31507987.50	199806750.00
Instalment No.8	23.03.2015	15369750.00	14985506.25	30355256.25	184437000.00
Instalment No.9	23.09.2015	15369750.00	13832775.00	29202525.00	169067250.00
Instalment No.10	23.03.2016	15369750.00	12680043.75	28049793.75	153697500.00
Instalment No.11	23.09.2016	15369750.00	11527312.50	26897062.50	138327750.00
Instalment No.12	23.03.2017	15369750.00	10374581.25	25744331.25	122958000.00
Instalment No.13	23.09.2017	15369750.00	9221850.00	24591600.00	107588250.00
Instalment No.14	23.03.2018	15369750.00	8069118.75	23438868.75	92218500.00
Instalment No.15	23.09.2018	15369750.00	6916387.50	22286137.50	76848750.00
Instalment No.16	23.03.2019	15369750.00	5763656.25	21133406.25	61479000.00
Instalment No.17	23.09.2019	15369750.00	4610925.00	19980675.00	46109250.00
Instalment No.18	23.03.2020	15369750.00	3458193.75	18827943.75	30739500.00
Instalment No.19	23.09.2020	15369750.00	2305462.50	17675212.50	15369750.00
Instalment No.20	23.03.2021	15369750.00	1152731.25	16522481.25	0.00

- (i). The Premium referred to in this deed means the total amount payable to the Authority for the allotted plot.
- (ii). All payments should be made through a demand draft/pay order drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/NOIDA/ GREATER NOIDA indicating the name of the Lessee and the number of plot on the reverse side of the demand draft/pay order

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Manager (Com.)
 Greater Noida Ind. Dev. Authority
 Greater Noida

For AVJ TOWER PRIVATE LTD.

Director



- (iii). In case of default in depositing any of the instalments or any payment whatsoever, interest @ 18%, compounded half yearly shall be leviable for defaulted period on the defaulted amount.
- (iv). All payments shall be remitted by due date. In case the due date is a bank holiday then the Lessee/sub-lessee should ensure remittance on the previous working day and in case of a bank holiday suddenly declared then the immediate next working day.
- (v). The payment made by the Lessee/Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance, if any, shall be adjusted towards the lease rent payable and thereafter against the premium due.
- (vi). In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority. In the event extension is granted, interest @ 18% per annum compounded half yearly shall be payable by the Lessee on the outstanding amount for the period extension is granted.
- (vii). For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

(c) In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

- (i). The ground rent/lease rent @ Rs. 1/- per sqm. per year for the first three years from the date of execution of the lease deed.
- (ii). Thereafter, the ground/lease rent shall be payable @ 1% p.a. of the total premium of the plot for next seven years of the first ten years.
- (iii). After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iv). The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.

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Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.

116
Director



- (v). In case of failure to deposit the due lease rent by the due date, interest shall be payable @ 18% p.a. (15% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (vi). The Lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the demised plot per year as "One Time Lease Rent" unless the Lessor 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 Lessee is not in arrears of lease rent as on the date of exercising the option to pay one time lease rent. It is clarified that lease rent already paid shall for any number of year shall not be taken into account for calculating the amount payable under the One Time Lease Rent option namely eleven years lease rent in one go. The lessee has paid a sum of **Rs.34752/- (Rs. Thirty Four Thousand Seven Hundred Fifty Two Only)** towards the lease rent for the first three years which amount the LESSOR hereby acknowledges.
- (vii). After execution of the tripartite sub-lease deed, sub-lessee shall be liable to pay the proportionate annual lease rent of sub leased area unless by such time the one time lease rent has been paid by the LESSEE.

II. LESSOR AND THE LESSEE BOTH HEREBY DECLARE AND COVENANT

(1) That the possession of the demised premises has been handed over to the LESSEE and the LESSEE hereby acknowledges that it has received the actual physical possession of the demised premises. The LESSEE further acknowledges that the allotment and the demise of the plot is on "As is where is basis".

(2) This lease is for a period of ninety years from the date hereof .

(3) DEVELOPMENT NORMS

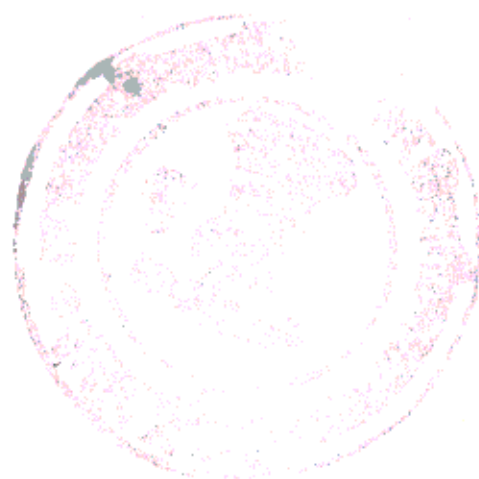
The LESSEE, subject to what is set out in the chart below, can carry out on the demised plot, the development as per the norms specified in the Building Regulations and Directions of the LESSOR.

Maximum permissible Ground Coverage	30%
Maximum permissible FAR	4

11/11
Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.

A=12
Director




Set backs	As per Building Bye-laws of GNIDA
Maximum Height	No Limit (subject to fulfilment of statutory requirements by the lessee).

(4) PERMISSIBLE CONSTRUCTION

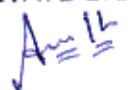
- (i) Construction shall be permissible as per details given in the Development Norms above only after the prior approval of the building plans by LESSOR.
- (ii) All the infrastructural services shall have to be provided by the LESSEE within the plot area only.
- (iii) All clearances/approvals must be obtained by the LESSEE from the respective competent statutory authority(ies) prior to the commencement of the construction work.
- (iv) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).
- (v) All other provisions, not specified in this lease deed shall be in accordance with the Building Regulations and Directions of the LESSOR and shall include the amendments made thereto from time to time.

(5) UTILITY

The demised plot shall be used only for development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, offices and other commercial uses only and for no other use whatsoever, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the construction activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall be the responsibility of the LESSEE to obtain all statutory clearances from the concerned authority(ies) prior to commencement of the functioning in the premises. LESSOR shall not be responsible for any consequences arising out of the failure of the LESSEE to receive any such statutory clearance.


Manager (Com.)
 Greater Noida Ind. Dev. Authority
 Greater Noida

For **AVJ TOWER PRIVATE LTD.**


Director



(6) IMPLEMENTATION AND COMPLETION OF THE PROJECT

- (i) The LESSEE shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from LESSOR in maximum 5 phases within a period of 5 years from the date of execution of lease deed. The LESSEE shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get completion certificate of the first phase accordingly issued from the building cell/planning section of the LESSOR within a period of three years from the date of execution of lease deed.

Provided that, in exceptional circumstances, extension of time may be granted by the LESSOR subject to the payment of extension charges applicable as per the prevailing policy, on the date of grant of such extension.

- (ii) In case the LESSEE does not construct building within the time provided, including extension granted, if any, for above, the allotment/ lease deed shall be liable to be cancelled. In such an event the LESSEE shall lose all rights to the allotted land buildings appurtenant thereto.

(7) COMPLETION

The "Completion Certificate(s)" will be issued by the LESSOR on the completion of the project and on submission of the necessary documents required for certifying the completion of the project as per prevailing regulations .

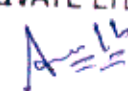
(8) INDEMNITY

The LESSEE shall be wholly and solely responsible for the timely implementation of the Project and also for ensuring the quality of development/construction, regular maintenance of the building and the services, till such time as the alternate agency for such work is identified and legally appointed by the LESSEE after obtaining prior written approval of LESSOR. The LESSEE shall execute an indemnity bond, indemnifying the LESSOR and its officers and employees against all disputes arising out of:

- (i). The non-completion of the project
- (ii). The quality of development, construction and maintenance.
- (iii). Any legal dispute arising out of the allotment, lease and/or sub-lease to the final purchaser (s) from the LESSEE.


Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.


Director



(9) MORTGAGE

The mortgage permission may be granted (where the plot is not cancelled or any show cause notice is not issued) in favour of a scheduled Bank/ Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The LESSEE/ SUB-LESSEE(s) should have valid time period for construction as per terms of the lease deed/sub lease deed or have obtained valid extension of time for construction and should have cleared up to date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) shall submit the following documents:

- (a) Sanction letter of the scheduled Bank / Govt. organization / financial institution approved by the Government of India.
- (b) Clearance of upto date dues of the LESSOR .

(10) FIRST CHARGE


Notwithstanding the grant of permission to mortgage , if any , the LESSOR shall have the first charge on the plot towards payment of all dues of the LESSOR .

Provided that in the event of foreclosure of the mortgaged/charged property, the LESSOR shall be entitled to claim and recover such percentage, as may be decided by the LESSOR , of the unearned increase in value of the properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

The LESSOR'S 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 involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

(11) TRANSFER

The LESSEE can transfer the whole plot and the buildings constructed thereon only with the prior permission of written approval of the LESSOR and after payment of transfer charges as


Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.


Director



per the prevailing policy of LESSOR. However, the LESSOR reserves the right to reject any such transfer application without assigning any reason whatsoever.

In addition to the transfer charges as per prevailing policy of LESSOR, the allottee/LESSEE shall also pay an amount of Rs.10,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment letter, the permission for grant of transfer and this lease deed shall be binding on the LESSEE, as well as each and every the sub-lessees/transferees.

No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of Rs.10,000/- will be payable on such transfer.

Change in Constitution of the allottee/Lessee shall be permitted as per prevailing policy of the lessor.

No transfer charges shall be applicable if built up space of commercial plot is transferred within two years from the date of issuing of the completion certificate by LESSOR. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The Lessee shall be entitled to transfer the built-up space on the fulfilment of the following conditions:-

- (i). The Lessee has made full payment of the plot premium alongwith interest thereon and the up-to-date lease rent alongwith interest, if any, due thereon.
- (ii). The lease deed as per rules has been duly executed.
- (iii). No transfer / sub lease of the built up space shall be effective and binding on the LESSOR unless a tripartite sub lease deed as per the proforma approved by the LESSOR has been duly executed between the LESSOR, the LESSEE and the SUB-

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Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.

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Director



LESSEE. The Lessee / Sub-Lessee shall also ensure adherence to the building regulations and directions of the LESSOR. All the terms and conditions of the allotment and lease deed shall be applicable and binding on every SUB-LESSEE or transferee in any manner whatsoever. It is made clear that the consideration for the SUB LEASE DEED shall be payable exclusively to the LESSEE.

(iv). The sub-lessees/transferees shall be bound to put to use the premises for the user set out in this deed only and for no other purpose whatsoever and the premises being transferred shall be as per completion certificate and are not part of any common area.


(v). The sub-lessee shall also be liable to pay pro-rata lease rent as applicable. The sub-lessee shall be required to make the built-up space functional within one year from the date of sub-lease and submit documents to the satisfaction of the LESSOR as proof thereof. Thereafter, extension charges, as applicable, shall be payable.

(vi). Without obtaining the completion certificate the lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the Lessor and to transfer the same to the interested parties upto 31.03.2011 or till the extended date, if any, and thereafter with the prior approval of the lessor on payment of transfer charges @2% of the allotment rate. However, the area of each of such sub-divided plots should not be less than 8000 sq. mtrs.

(12) USER / MISUSER

- (i). The allottee, Lessee and sub-lessees shall use the demised plot / premises only for the use set out in this Deed and for no other purpose whatsoever, whether in full or in part for any purpose.
- (ii). Without prejudice to any other provision of this lease deed, any violation of the condition (i) above shall constitute misuser for which the allotment / lease shall be liable to be cancelled and the possession of the premises alongwith structures thereon, if any, shall be resumed by the LESSOR.

(13) LIABILITY TO PAY TAXES ETC.


Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.



Director




The Lessee, including the Sub-Lessee, shall be liable to pay all rates, taxes, charges and assessment of every description imposed by the Lessor and/ or any Authority empowered in this behalf, in respect of the demised plot, whether such charges are imposed or may be imposed in future, from time to time, on the plot or on the building(s) constructed thereon.

(14) MAINTENANCE

- (i). The lessee shall make such arrangements as are necessary for the maintenance of the buildings and common services developed on the demised plot. If the building(s) and the common services are not maintained properly, the LESSOR shall have the right to get the maintenance done and recover the amount so spent from the LESSEE / SUB LESSEE or the occupier. The lessee / sub-lessee(s) / occupier shall be jointly and severally liable for payment of the maintenance amount. In case of default in payment of the amount, the dues shall be recovered as arrears of land revenue.
- (ii). No objection will be entertained on the quantum of amount spent on maintenance of the buildings and the common services, and the decision of LESSOR in this regard shall be final and binding on the Lessee/Sub-Lessee / occupier.
- (iii). The Lessee/sub-lessee(s) shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at its own expense.
- (iv). The Lessee/sub-lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe, neat & clean and in good and healthy sanitary conditions to the satisfaction of the lessor and to the convenience of the inhabitants/occupants of the place.
- (v). The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by the LESSOR.
- (vi). In case of non-compliance of these terms & conditions and any other directions by the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and/or expedient.
- (vii). The allottee/Lessee/sub-lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of LESSOR framed/issued under the U.P. Industrial Area Development Act


Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.


Director



1976 and Rules, regulations , Directions framed thereunder or under any other applicable Law .

(15) CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS

If the lessee and/or sub-lessee(s) fails to deposit the due money within the given time or such extended period as is allowed by the LESSOR or commits any breach of terms and conditions as laid down in this deed , the lease shall be liable to be cancelled/ determined and 30% of the total premium together with lease balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the plot, along with the structures, if any, thereon, shall be resumed in favour of lessor and the lessee shall not be entitled to claim any compensation for the same.

(16) CONSEQUENCES OF MIS-REPRESENTATION

If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the tenderer, lessee and/or sub-lessees, the allotment of plot shall be cancelled and/or leases shall be determined, as the case may be. In addition thereto , the entire money deposited by the lessee and sub-sub lessee shall be forfeited. this shall be without prejudice to other legal action for such misrepresentation, concealment, suppression of material facts .

III. CANCELLATION

In addition to the other specific clauses relating to cancellation/determination, the lessor shall be free to exercise its right of cancellation/ determination of the allotment/ the lease of the demised plot in case of the followings:

- (i) Allotment having been obtained through misrepresentation, by suppression of material facts, false-statement and/or fraud.
- ii. Any violation of the directions issued or of the rules, regulations and directions framed by LESSOR or by any other statutory body.
- iii. In case of default on the part of the tenderer/ allottee/ sub-lessee(s) or any breach/violation of the terms and

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Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.

Director



conditions of the tender, allotment, this lease deed and/or non-deposit of the allotment amount, instalments or any other dues.

If the allotment is cancelled on the grounds mentioned in para (i.) above, the entire amount deposited by the tenderer, allottee, Lessee and sub-lessee(s) till the date of cancellation/ determination, shall be forfeited by the LESSOR and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (ii.) or (iii.) above, 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

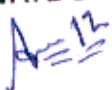
After forfeiture of the amount as stated above, possession of the plot will be resumed by LESSOR, along with the structures thereupon, if any, and the tenderer, allottee, Lessee and sub-lessees will have no right to claim any compensation thereon.

IV. OTHERS

1. The Lessor reserves the right to make such additions / alterations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding.
3. If due to any "Force Majeure" or any circumstances beyond control, the LESSOR is unable to make allotment or handover the possession of the allotted plot, entire earnest money and/or the deposits, as the case may be, will be refunded, as per the prevailing policies of LESSOR.
4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the LESSOR to ask the Lessee/ sub-lessee(s) to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's/ sub-lessee(s) cost and charge damages from the Lessee/ sub-lessee(s) during the period of existence of the nuisance.


Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

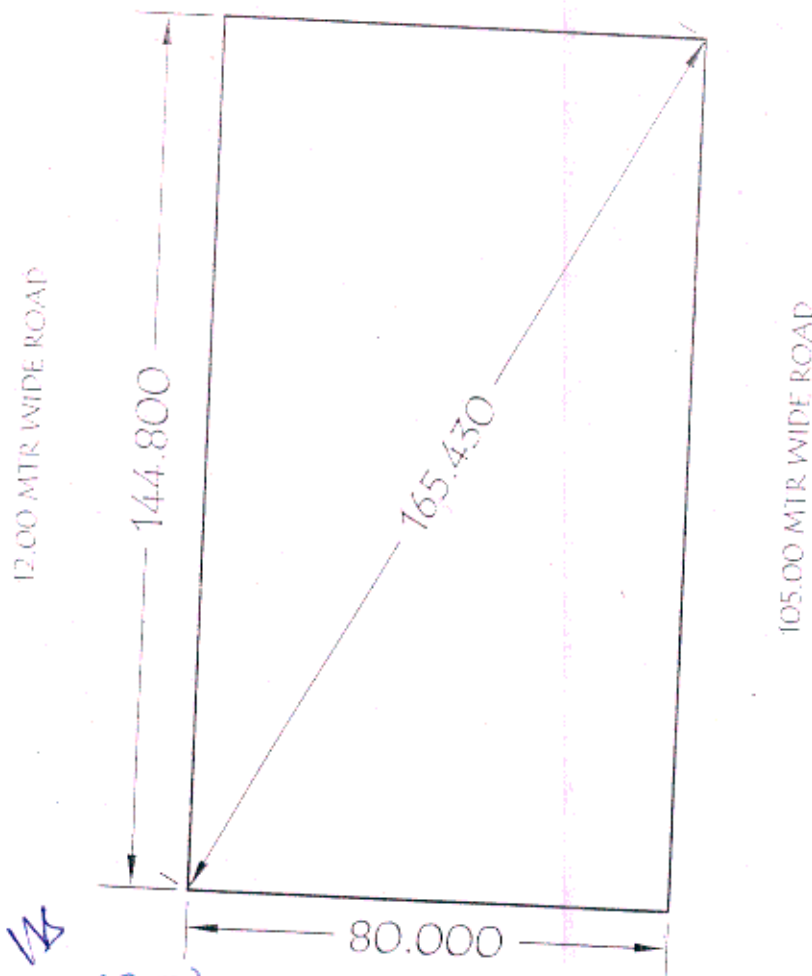
For AVJ TOWER PRIVATE LTD.


Director



PLOT NO:- C1

PLOT NO. C2



Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.

Ar
Director

TOTAL AREA = 11584.000 sqm.

SIGN
POSSESSION TAKEN
OVER ALLOTTEE

SIGN
POSSESSION
HANDED OVER



LEASE PLAN FOR PLOT NO. C1
COMMERCIAL BELT
ALPHA-II, GREATER NOIDA

DRAFT MAN.

Ar
MGR-II 22-3-11

MANAGER

SR. MANAGER



GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY



5. Any dispute between the Lessor and Lessee/ Sub-Lessee(s) shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.

6. The Lease Deed/allotment shall be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and the Rules , Regulations or Directions framed / issued thereunder .

7. The LESSOR shall monitor the implementation of the project.

8. Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.

9. All arrears due to the Lessor/Lessee(s) shall constitute a charge over the demised plot and shall be recoverable as arrears of land revenue.

10 The Lessee/ sub-lessee(s) shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

11. The LESSOR in larger public interest may take back the possession of the land/building by paying a reasonable(s) compensation. The decision of the Lessor in this regard shall be final and binding on the lessee/sub-lessee(s).

IN WITNESS WHEREOF the parties have set their hands on the day and in the year herein first above written.

In presence of:

Witnesses:

H.B. Sult
Manager (Com.)

Greater Noida Ind. Dev. Authority

1. Witness *[Signature]* **For and on behalf of the LESSOR**

Address *Manoj Sharma S/o*
Sh. A. M. Sharma
H-168/4 Gamma-II
G. Noida

For AVJ TOWER PRIVATE LTD.

For and on behalf of the LESSEE

2. Witness *[Signature]*

Address *Hankesh S/o Sh. Mohd. Chand*
H-168/4 Gamma-II
G. Noida

आज दिनांक 07/09/2011 को

वही सं. 1 जिल्द सं. 9317

पृष्ठ सं. 145 से 182 पर क्रमांक 17033

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



(राजबहादुर सिंह)

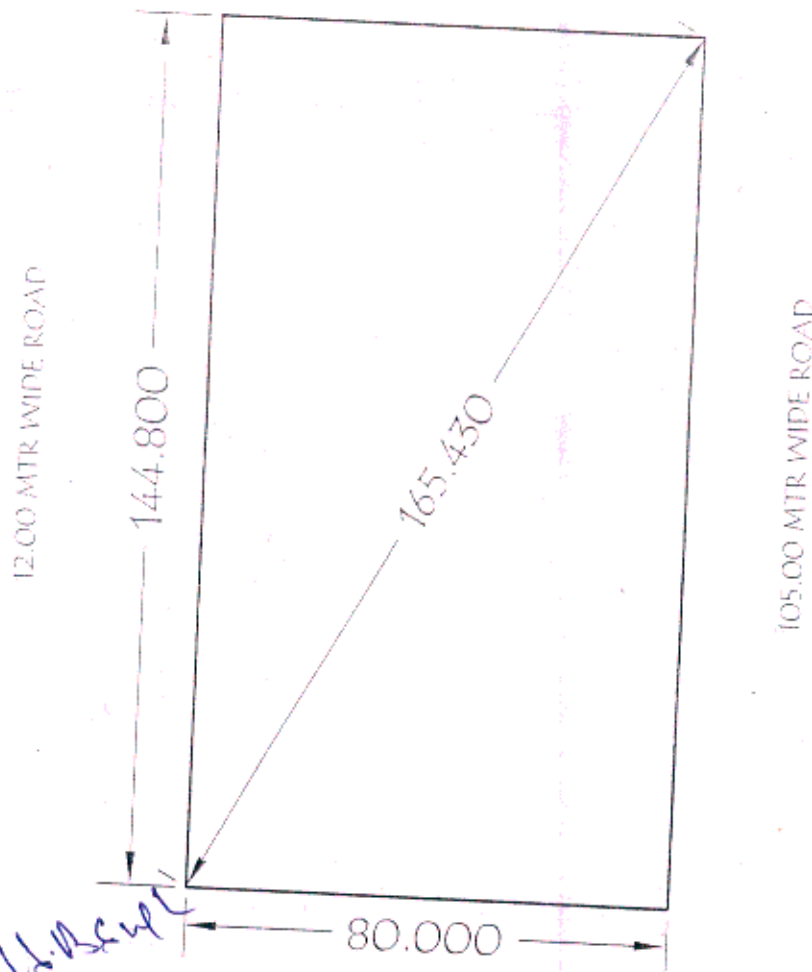
उपनिबन्धक सदर

गौतमबुद्धनगर

7/9/2011

PLOT NO:- C1

PLOT NO. C2



Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For AVJ TOWER PRIVATE LTD.

A. K. Singh
Director

TOTAL AREA = 11584.000 sqm.

SIGN
POSSESSION TAKEN
OVER ALLOTTEE

SIGN
POSSESSION
HANDLED OVER



LEASE PLAN FOR PLOT NO. C1
COMMERCIAL BELT
ALPHA-II, GREATER NOIDA

DRAFT MAN.

A. K. Singh
MGR-II 22.3-11

MANAGER

SR. MANAGER



GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

POSSESSION CERTIFICATE

Letter No. Comm./2011/724
Date 07/09/11

Plot Code Com
Allotment No. COMP0200002
Plot No. C-1
Block No.
Sector Alpha-II

Lessee / Allottee's Name
& Address M/s. AVJ TOWER (P) Ltd
Add- D-237 First Floor (Back side)
Vishwa Vihar Phase-I Delhi
Thro Dir - Ajay Kumar S. Shrivastava
Singh

Status/Boundaries of plot	Dimensions	Area (In Sq. m.)	Remarks
North-East	<u>As per attached plan</u>	<u>11548 Sqm</u>	
South-West		<u>11584.00 Sqm</u>	
South-East			
North-West			

Site plan of the plot is enclosed herewith.

I/We have taken over possession of the plot No. C-1 Block No. Sector Alpha-II on 07/09/11

I/We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession handed over by

11/09/11
07/09/2011

Manager (Com.)

Greater Noida Ind. Dev. Authority

Greater Noida

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

Possession taken over by

For AVJ TOWER PRIVATE LTD.

A=11

Director

Signature of the lessee

Copy to

1. Lessee
2. General Manager (Property)
3. General Manager (Engg.)

11/09/11
07/09/2011

Manager (Com.)

Greater Noida Ind. Dev. Authority

Greater Noida

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

GREATER BIRMINGHAM DEVELOPMENT AUTHORITY

CONSENT CERTIFICATE

Case No. _____
Date _____
Project Name _____
Location _____
Area _____
Comments _____

It is hereby certified that the above project has been approved by the Greater Birmingham Development Authority on the basis of the information provided and the relevant planning and development regulations.

This certificate is valid for a period of five years from the date of issue, provided that the project is completed within this period. Any extension of the validity of this certificate must be applied for in writing to the Authority.

FOR ALL FURTHER PRIVATE USE

Signature _____
Date _____