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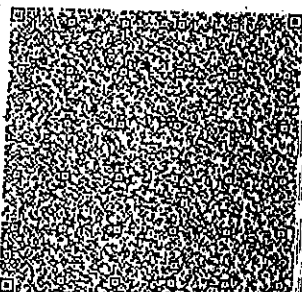
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP01001044801088N
 Certificate Issued Date : 08-Apr-2015 05:49 PM
 Account Reference : NONACC (BK)/ upbobbk02/ GREATER NOIDA1/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUPBOBBK0201205261349246N
 Purchased by : AVDESH INFOTECH PVT LTD TH DIR SHARAD THAKUR
 Description of Document : Article 35 Lease
 Property Description : PLOT NO. 6-A, TECHZONE-IV, GREATER NOIDA, G.B. NAGAR, U.P.
 Consideration Price (Rs.) : 10,04,54,517
 (Ten Crore Four Lakh Fifty Four Thousand Five Hundred And Seventeen only)
 First Party : GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
 Second Party : AVDESH INFOTECH PVT LTD TH DIR SHARAD THAKUR
 Stamp Duty Paid By : AVDESH INFOTECH PVT LTD TH DIR SHARAD THAKUR
 Stamp Duty Amount(Rs.) : 76,80,000
 (Seventy Six Lakh Eighty Thousand only)



Page 1/3583250

COPY ORIGINAL ORIGINAL

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For Avdesh Infotech Pvt. Ltd.

Signature of Director
 Director

8.4.15
 प्रत्यक्ष (आईओटीओ)
 वेब पोर्टल प्रतिकरण

XM 0002296649

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shreestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

१/८२ स्वयंसेवा घोषणा करता हूँ/करते हैं/करती हूँ
 कि मैं अपने प्रतिमूल दस्तावेज की तर्ही जीर
 प्रतिनिधि हूँ।

Shah

निष्पादन



Shah
 १/८२ स्वयंसेवा घोषणा करता हूँ/करते हैं/करती हूँ



Shah

LEASE DEED

13123
This lease deed made on the 08th day of April in the year Two Thousand Fifteen between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 read with section 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. Avdesh Infotech Pvt. Ltd, a company incorporated under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at B-59, First Floor, Soami Nagar, New Delhi-1100197 represented hereby through its Director Mr. Sharad Thakur S/o Late Sh. Ravi Shankar Thakur R/o A-191, MIG Flats, Brij Vihar, Distt-Ghaziabad(UP) (hereinafter called the "Lessee") which term shall, unless, repugnant to or inconsistent with the context mean and include its successors in interest and assigns of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired and developed by the lessor for the purpose of setting up an urban and industrial township.


WHEREAS the Lessor is desirous to facilitate development of IT Industries and IT enabled Services in Greater Noida in the private/joint venture sector. "IT Industries and IT enabled Services" referred to hereinafter as "the project and facilities", which is an integrated, self contained development of international standard that would refer to high quality ready to use office space and land and social infrastructure to ensure high quality of life. The elements of IT Industries and IT enabled Services ("the project and facilities") shall include, but not be limited to, the broad elements as listed in SCHEDULE-I of this deed.

AND WHEREAS the lessor vide letter dated 04.09.2008 has allotted 40470 sqm. (As per lease plan 41087 sqm) of land in Sector Techzone-04, Greater Noida and issued vide letter no.IT/TTP-83/2015/1478, dated 20.03. 2015 a check list to get the lease deed done to the lessee for Development of IT & IT Enabled Services on the detailed term and condition set out in the said allotment letter.

Whereas the Lessor considering all the above facts has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereafter appearing for the purpose of setting up "the project and facilities" according to the layout and building plan to be approved by the Lessor.

I) NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 10,04,54,517/- (Ten Crore four lacs fifty four thousand five hundred seventeen Rupees Only) out of which Rs. 3,01,36,356/- (three crore one lacs thirty six thousand three hundred fifty six Rupees only) have been paid by the lessee to the lessor, (the receipt whereof the lessor doth hereby acknowledges) and balance amount to be paid in the manner hereinafter provided :-


प्रबन्धक (आइटीओ)
ग्रेटर नोएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.



Director

153,583,250.00 पट्टा विलेख (90 वर्ष) 10,000.00 50 10,050.00 2,500

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

मै0 अवधेश इन्फोटेक प्रा0लि0द्वारा शरद ठाकुर (निदेशक)

पुत्र श्री स्व0रवि शंकर ठाकुर

व्यवसाय

निवासी स्थायी बी-59 एफएफ स्वामी नगर नई दिल्ली

आस्थापी पत्ता बी-59 एफएफ स्वामी नगर नई दिल्ली

ने यह लेखपत्र इस कार्यालय में दिनांक 9/4/2015 समय 1:42PM

बजे निबन्धन हेतु पेश किया।

[Signature]



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह भादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

9/4/2015

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

पट्टा द्वाता

पट्टा गृहीता

श्री संजीव कुमार शर्मा

प्रतिनिधि ग्रे0नो0ओ0वि0प्रा0द्वारा अरविन्द मोहन

सिंह (प्र0आई0टी0)

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी

[Signature]



मै0 अवधेश इन्फोटेक प्रा0लि0द्वारा शरद ठाकुर (निदेशक)

पुत्र श्री. स्व0रवि शंकर ठाकुर

पेशा

निवासी बी-59 एफएफ स्वामी नगर नई दिल्ली

[Signature]



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री एम0एन0बिरनी

पुत्र श्री इस्मियाज अहमद

पेशा

निवासी एच-168/20 गामा-2 ग्रेटर नोएडा

व श्री अंकुर

पुत्र श्री राजेन्द्र पाल

पेशा

निवासी डी-166/33 से0-50 नोएडा जी0बी0नगर

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह भादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

For Addressed For L.L.D.

Towards balance premium of Rs.6,92,62,200 /- (Six crore ninety two lacs sixty two thousand two hundred Rupees Only) is to be paid in installments along with interest @ 12% p.a. on outstanding balances on the dates mentioned hereinafter :-

Inst.	Due Date	Principal Amount	Installments amount	Intrest amount	Total amount	remark
Allot money	03.11.2008		-----	---	16491000	Paid
2	04.05.2009	69262200	5771850	4155732	9927582	Paid
3	04.11.2009	63490350	5771850	3809421	9581271	Paid
4	04.05.2010	57718500	5771850	3463110	9234960	Paid
5	04.11.2010	51946650	5771850	3116799	8888649	Paid
6	04.05.2011	46174800	5771850	2770488	8542338	Paid
7	04.11.2011	40402950	5771850	2424177	8196027	Paid
8	04.05.2012	34631100	5771850	2077866	7849716	Paid
9	04.11.2012	28859250	5771850	1731555	7503405	Paid
10	04.05.2013	23087400	5771850	1385244	7157094	Unpaid*
11	04.11.2013	17315550	5771850	1038933	6810783	Unpaid*
12	04.05.2014	11543700	5771850	692622	6464472	Unpaid*
13	04.11.2014	5771850	5771850	346311	6118161	Unpaid*

As per approval of CCEO on 17.03.2015 an unpaid amount is payable by 30.04.2015 with penal interest on submission of affidavit dated 02.02.2015 .

And in consideration of Rs.25,11,363/- (Twenty five lacs eleven thousand three hundred sixty three) which the lessee agrees to pay as per yearly lease rent determinable @2.5% of the premium of the plot to the lessor. This will be the annual lease rent which the lessee shall pay every year in advance to the lessor.

The lessor doth hereby demise and lease to the lessee, all that plot of land on as is where is basis, mentioned as Plot No.6A at Sector -Techzone -04 Greater Noida, area 40470 Sqm situated in Greater Noida Industrial Development Area District, Gautam Budh Nagar contained by admeasurement 41087 Sqm. be the same, a little more, or less, and bounded by:
Admeasurement- 41087 Sqm.

ON THE NORTH BY - As per lease plan
ON THE SOUTH BY —do-
ON THE EAST BY —do-
ON THE WEST BY —do-

For Avdesh Infotech Pvt. Ltd.

[Signature]

Director

[Signature]
प्रबंधक (आई० टी०)
ग्रेटर नोएडा प्राधिकरण



पट्टा दाता

Registration No.: 7749

Year: 2,015

Book No.: 1

O101 संजीव कुमार शर्मा प्रतिनिधि ग्रेड 0 नो 0 औ 0 वि 0 प्रा 0 द्वारा अरविन्द *

ग्रेटर नोएडा

नौकरी



संजीव कुमार शर्मा

Director

And which said plot is more clearly delineated and shown in the attached plan and herein marked red. This lease deed is subjected to the order of the writ petition No. 50002/09 & 30424/14 of High Court and also subjected to the order of the supreme court in the writ petition no. 6458-60/12 & 6345/12.

TO hold the said plot (hereinafter referred to as "the demised premises) with their appurtenances unto the Lessee to the term of Ninety Years Commencing from 08th day of April two thousand Fifteen except and always reserving to the Lessor:

- (a) The lessor reserves the rights and title to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plots and full right and power and any 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 plot(s) /flats or for the structure time being standing thereon, provided always, that the lessor shall make reasonable compensation to the lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of the lessor on the amount of such compensation will be final and binding on the lessee.
- (b) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, in developing the area.
- (c) Yielding and payment thereof yearly lease rent in advance during the said term unto the lessor on the 08th day of April of each year yearly @2.5 % of the total premium during the first ten years. The lessee shall pay unto the lessor at its office or as otherwise directed, lease rent in advance on yearly basis. The lease rent would be Rs.25,11,363/- (Rs. Twenty five lacs eleven thousand three hundred sixty three) Annually for the first ten years chargeable from the date of execution of the lease deed. The lessee shall pay lease rent annually on due date or in advance without waiting for any demand notice or reminder thereof. The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the lessee. In case of default in payment of lease rent interest @ 17% per annum compounded half yearly would be chargeable for the delayed period.

II) AND THE LESSEE DOETH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) That the lessee shall pay to the lessor the balance premium in the installments, with interest @ 12% p.a. on the balance premium as mentioned in Clause I above by the dates mentioned therein.

प्रबन्धक (आई० टी०)
ग्रेटर नोएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.

[Signature]

Director



पट्टा गृहीता

Registration No. : 7749

Year : 2,015

Book No. : 1

0201 मै0 अवधेश इन्फोटेक प्रा0लि0द्वारा शरद ठाकुर (निदेशक)

स्व0रवि शंकर ठाकुर

बी-59 एफएफ स्वामी नगर नई दिल्ली



For Further Information Contact

011-26101010

The lessee also agree and given an undertaking on 08.07.2009, that he will pay back, with interest and panel interest an amount Rs. 3,34,84,839/-(including rebate on excess Area) approved by the chief executive officer on 19.05.2009 as a rebate on the rate of allotment for mega investment in the project, if lessee fails to invest in the project excluding land cost a minimum of Rs. 50.00 Crores.

- b) All Payments should be remitted by the due dates. In case the due date is a bank holiday then the lessee shall ensure remittance on the next working day. In exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer of the Lessor or his/her authorised representative at his/her discretion.

However in such cases of time extension, an interest @ 15% per annum compounded every quarterly will be charged on the amount payable to the lessor, for such extended period. Such extension, in any case, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three such extensions during the entire payment schedule. The above provision does not apply in case of deposit of registration money, reservation money and allotment money.

- c) All payments should be made through a demand draft drawn in favour of **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY** and payable at any scheduled bank located in Delhi/New Delhi/Noida/Greater Noida.
- d) The payment made by lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment due and the lease rent payable.
- e) That failure to pay any installment amount as mentioned in Clause I above along with interest due thereon and/or lease rent continuously for six months, the lessor may determine the lease with penalties and consequences given in Clause III hereinafter.
- f) That the Lessee will bear, pay and discharge all rates, assessments of every description including beneficitation levy which during the said term be assessed, charged or imposed upon either on the lessee or on its tenant or on the occupier, jointly or severally, in respect of demised premises or on the buildings to be erected thereupon.
- g) That the lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist.
- h) That the Lessee will at his own cost develop and erect building on the demised premises in accordance with the plan, elevation, and design to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and shall ensure that the broad elements as listed in **SCHEDULE--I** are provided in "the project and facilities" in a substantial workman-like manner, with all necessary sewers, drains and other appurtenances according to the directions

प्रबन्धक (आई० टी०)
ग्रेटर नोएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.



Director

issued or regulations made in respect of buildings, drains, latrines and connection with sewers etc.

- i) The lessee will be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification and street lighting, water supply, sewerage and road side arboricultural, development of parks, adequate provision of parking space and any other item as may be desired by the lessor according to norms and specifications prescribed from time to time.
- j) All the peripheral/ external development work as may be required to be carried out up to allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the lessor at its own cost. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the lessee.
- k) The lessee shall also bear the proportionate/full installation expenses (as the case may be) of the requisite size of transformers etc., for power connection to the demised premises from Noida Power Company Ltd.
- l) That the lessee will not make, or permit to be made, any alteration in or additions to the layout of the **"the project and facilities"** or other erections for the time being on the demised premises.
- m) That the lessee will not erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission, in writing of the plan if any, approved by the Lessor or any officer authorised by Lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.
- n) That the lessee shall have the option of investment phasing, provided, the lessee meets the minimum acceptable investment of the project. The lessee shall have to invest a minimum of approx **Rs 15 Crores**, excluding land cost, in the first three years from the date of execution of this lease deed (30% of the minimum acceptable investment as defined in the following clause). Further, the lessee shall have to invest a minimum of approx **Rs 50 Crores**, excluding the land cost, in the seven years from the date of execution of this lease deed (100% of the minimum

प्रबन्धक (आइ० टी०)
ग्रेटर नोएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.



Director

acceptable investment as defined in the following clause).


- 0) Minimum acceptable Investment for the project shall be calculated as 4 crore per acre (Excluding land cost)
As a proof of investment the lessee shall submit the Certificate of Chartered Accountant and Approved Valuer of the same to the lessor on yearly basis excluding land cost. Such certificate should be submitted within one month of the completion of each year.

- p) That the lessee shall develop the "the project and facilities" on the demised premises and meet the following norms of development.

- i) Minimum area of 4000 sqm would be required for establishment of IT/ITES units.
- ii) Maximum ground Coverage of 30 % and FAR 187.50. In case of units from one acre upto 2.5 acres, the maximum ground coverage would be 25%.
- iv) Allottees of 5 acres or more would be allowed maximum 10% of total FAR for institutional facilities mentioned in schedule-II. Rest 90% would be used for IT/ITES.
- v) When the area is 10 acres or more and investment is proposed to be more than 50 crores, in such cases 10% of FAR would be permitted for Residential use for employees and officers of unit/organization including chowkidars and peohs, subject to the ratio of institutional and residential facilities should not exceed more than 15% of FAR and rest 85% FAR would be primarily used for IT/ITES.
- vi) Allottees of 20 acres or more would be allowed maximum 25% of the total FAR for residential/commercial/institutional facilities and the rest 75% would be utilized for IT/ITES purpose, subject to the condition that maximum of 10% of total FAR would be for residential use and maximum of 10% of total FAR would be for commercial use.
- vii) Residential/Commercial/Institutional facilities allowed in IT/ITES/STP are mentioned in Schedule-II.
- vii) Apart from the built-up space, the lessee shall be allowed to sell (transfer) developed land to clients for their captive use. However, a minimum of 75% of the total allowed FAR of IT Industries and IT Enabled Services would have to be developed as built-up space. The remaining could be sold as FAR in the developed plots.
- viii) The allottee shall sell (transfer) the Commercial and Residential FAR in proportion to the sale (transfer) of FAR of IT Industries and IT Enabled Service areas.

However on the sale/tripartite sub-lease deed no exemption on payment of stamp duty are granted, it shall be payable as per the provisions of the Stamp Act.


For Avdesh Infotech Pvt. Ltd.


प्रबन्धक (आइ० टा०)
ग्रेटर नोएडा प्राधिकरण

 
Director

- q) The lessee shall have the right to sell (Transfer) the developed plot of land and/or the built-up space as per the limitations of the sub-clause (p) above, at its own price. The lessee shall have to sell (transfer) the permissible residential developed plot and/or built-up space to the owners of the I T Industries and I T enabled services. No transfer charges shall be levied by the lessor for this first sale of developed plot/(s) and/or built-up space. The lessee shall provide the list of its bonafide users from time to time in whose favour the sale has been executed.
- r) However, for **subsequent sales** the lessee shall take permission from the lessor, which will not be unreasonably withheld if such sale also conforms to the provisions of sub-clauses (p & q) above. Transfer charges as prevalent at the time of the transfer, or as may be decided by the CEO, will be payable on such subsequent sales. Apart from that, the lessee shall have to take the approval of the lessor on the draft lease deed to be executed between the lessee and sub-lessee.
- s) That the lessee/sub lessee shall use the demised premises for the purpose for which it has been allotted and no other purpose without the consent of the lessor and subject to such terms and conditions as lessor may impose and will not do or suffer to be done on demised premises or any part thereof, any act or thing which may or grow to be a nuisance, damage, annoyance or inconvenience to the lessor or the owners, occupier of other premises in the neighborhood.
- t) That the lessee will in no case (except as mentioned above) assign, relinquish (except in favour of the Lessor) **"the project and facilities"** without prior permission of the Lessor. The transfer of plot to lessee's legal heir will be allowed with prior permission of the CEO of the Lessor or an officer authorized by him/her in this regard.
- u) The lessee may with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any Government/Semi Government organisation /Financial Institution/ Individuals /Firms/ Body Corporate /Banks for the purpose of securing loan for acquiring the plot/ carrying on construction.
- That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of the lessor.
- v) That every transfer, assignment, relinquishment, mortgage, subletting of any part/whole of the **project and facilities** shall be subject to the terms of the lease deed and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect therefor.

Provided always that if the lessee or his/her/their/its transferee or


प्रबन्धक (आई० टी०)
ग्रेटर नोएडा प्राधिकरण

For Audesh Infotech Pvt. Ltd.



Director

permitted assignees as the case may be, will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole or residue on the said terms he/she/its will deliver at his/her/its/their own expense to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute.

- w) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of the day, to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provisions of this sub-clause to his/her/their/its tenants/sub-lessee.
- x) That the lessee will develop "the project and facilities" and construct all the buildings according to the layout, architectural and elevation controls as prescribed by the lessor/competent authority.
- y) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- z) That the lessee shall not exercise his/her/their/its option of determining the lease nor hold the lessor responsible to make good the damage if, caused by fire, tempest, flood or violence of army or of a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- aa) That the lessee will be required to submit the broad layout within one year and detailed building plan for the approval of the Lessor within two year from the date of execution of lease deed and will be required to complete construction of first phase i.e. invest as per sub-clause (n) and shall have to make it functional within three years from the date of execution of lease deed.

Provided that in exceptional circumstances extension of not more than one year at a time may be allowed to the lessee by the lessor or any officer authorised by him on payment of extension charges @2% of the total premium for extension granted for one year or part thereof for completion of first phase. The extension charges as mentioned above may be revised by the lessor at any time

- bb) The lessee shall have to complete the construction of the whole "the project and facilities" i.e. invest as per sub-clause (n), within 7 years from the date of execution of this lease deed.

Provided that in exceptional circumstances extension of not more than three years, one year at a time, may be allowed to the lessee by the lessor or any officer authorised by him on payment of extension charges @ 4% for the extension of first year or part thereof, @ 6% for the extension of second year

प्रबन्धक (आइ० टी०)
ग्रेटर नोएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.



[Signature]

Director

or part thereof, and @ 8% for the extension of third year or part thereof, of the total premium of the demised premises. The extension charges as mentioned above may be revised by the lessor at any time. In case the lessee fails to complete the construction within the time period or extended time period decided for the purpose, the allotment/lease can be cancelled/determined with the penalties and consequences as per the clause III of this lease deed,

cc) Maintenance

1. That the Lessee at his own expense will take permission for sewerage, electricity, and water connections etc. from the concerned departments of the Lessor or from the competent Authority in this regard.
2. That the lessee will keep the demised premises and the buildings:
 - I. at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor;
 - II. and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
3. That the lessee shall abide by all Regulations, by-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of lessor, the lessor shall have the right to impose such penalty as the lessor may consider just or expedient.
5. If the maintenance work of any area is not found satisfactory as per the lessor's guidelines, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the lessee / sub-lessee collectively or in parts. The decision of the lessor will be final as to the expenses incurred in the maintenance work.
6. The lessee shall maintain all services in good order and in good shape for a minimum period of one year or the extended period as may be necessitated after the date of completion of internal development works at its own cost and thereafter develop a system by which the long term maintenance of the area, services, building shall be ensured to the satisfaction of the lessor.

dd) Cancellation

In addition to the other specific clauses relating to cancellation the Lessor shall be free to exercise its rights of cancellation of lease/allotment in case of:

1. Allotment being obtained through misrepresentations/suppression of material facts.

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.



Shah

Director

2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
3. Default on the part of the applicant/lessee for breach, violation of terms and conditions of registration, allotment/lease and /or non deposit of allotment money and/or breach of rules/ regulations / provisions of the Act.

In such cases of cancellation the lessor may determine the lease with penalties and consequences given in Clause III hereinafter.

III) AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING;

- A. Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/their/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a building on it otherwise than it is expressly permitted/allowed in clause II as hereinbefore and fails to complete construction (minimum accepted investment in the project and facilities) within the period mentioned in clause II (n & bb) it shall be lawful for the lessor, without prejudice to any other right of the lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this lease and **20% of the total premium** shall stand forfeited in favour of the lessor and thereupon if:
- i) At the time of re-entry, if the demised premises has not been occupied by the lessee by way of constructing a building thereon the lessor may re-allot the demised premises.
 - ii) At the time of re-entry :-
 - a) If the demised premises are occupied by any building constructed by the Lessee thereon the lessee shall within a period of three months from the date of re-entry remove from the demised premises all erections or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and the buildings, fixture and things thereon.
 - b) After the re-entry, the lessor shall be entitled to re-allot the land within the time stipulated above. However, provisions will be made to provide reasonable security at the cost of lessee for the building, fixture and fitting of lessee till time period of three months mentioned above is lapsed.
 - c) The lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee of the price therefor and for his interest in the

प्रबन्धक (आई० टी०)
ग्रेटर नोएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.



[Signature]
Director

premises as may be mutually agreed upon.

- B. If lessee is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- C. If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of subsistence of nuisance.
- D. Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under him shall be recoverable by the Lessor.


Other Clauses

- E. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) or any Rules or Regulations or Directions made thereunder shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-annexed and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P.Act.No.30 of 1974).
- F. All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The lessor may also authorise any of its other officers to exercise all or Any of the powers exercisable by it under this lease.

Provided that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other Officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.
- G. The entire legal expenses of execution of the Lease Deed including stamp duty and registration charges shall be born by the lessee.
- H. Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.
- I. All arrears payable to lessor shall be recoverable as arrears of land revenue.
- J. The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.
- K. In the event of any dispute with regard to the terms and conditions of the lease deed, the same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of judicature at Allahabad.

प्रबन्धक (आई० टी०)
ग्रेटर नोएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.

 *[Signature]* Director

SCHEDULE—I

Elements of I.T. industries and I.T. enabled services (Project and facilities).

- High quality "ready to move" aesthetic work space.
- Un-interrupted power supply
- High speed data communication services including leased line connectivity and optic fiber back bone network.
- Centralised Air-conditioning.
- Ample parking.
- Export facilitation I.T. infrastructure.

SCHEDULE-II

Definition of commercial and non-commercial covered space in the context of an I.T. Industries and I T enabled services.

Commercial areas:

Any space that is utilised for the following purposes would be considered as commercial space:

- Shops
- Areas for storage, display and sale of merchandise
- Cinema Halls
- Hotels
- Restaurants
- Open eating kiosks


Residential areas:

Any space that is utilized for the following purpose would be considered as residential space:

- Residential uses
- Hostel
- Guest House
- Staff Quarter

Institutional Facilities:

- 1- Waiting and transit areas
- 2- Areas designated for public utilities i.e.


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For Avdesh Infotech Pvt. Ltd.






Director

- 3- Travel Services
- 4- Telephone exchange
- 5- Electric sub station.
- 6- Water works.
- 7- Export related facilities.
8. Canteen/food court
9. Shop /restaurant (Maximum 2% of FAR)
10. Crèche & day care centre.
11. Operations and maintenance by specialized agencies.
12. Training center and library.
13. Health club for users/residents of IT industries and IT enabled services.
14. Games/entertainment room for users/residents of IT industries and IT enabled services.
15. Banking and financial services.
16. Business center/conference facilities.

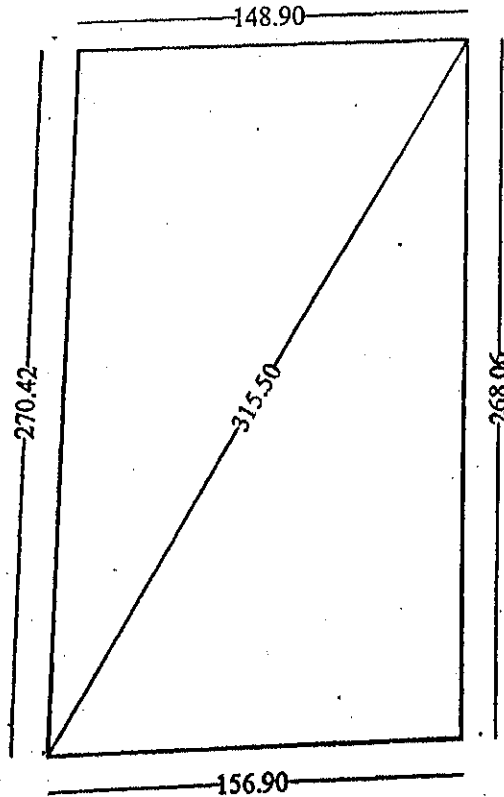
प्रबन्धक (आइ० टी०)
ग्रेटर नोएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.

Shaker Director


PLOT NO-GH-7A

PLOT NO-7&GH-4



PLOT NO-06

प्रबन्धक (आइटीएड)
ग्रेटर नोएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.



Signature
Director

60 M WIDE ROAD

LOT AREA=41087.00 SQM

प्रस्तावित इलाका की लंबाई 60 मीटर तथा चौड़ाई 674.78 मीटर है।
अधिकारी (नं. 50002/09 तथा 30424/14 तथा नं. 32444-मांढालन
में दाखल मामिला नं. 6458-60/12 तथा 6345/12 में पारित
आदेशों के अन्तर्गत होगी।

POSSESSION TAKEN OVER ALLOTTEE

SIGN POSSESSION HANDED OVER



REVISED
LEASE PLAN OF
PLOTNO.-6A
SECTOR-TECHZONE IV
GREATER NOIDA

PROJ. DEPTT

ASST. MANAGER

MANAGER

SR. MANAGER

LAND. DEPTT

LEKHPAL

NAYAB TAFSEEL DAR

TAHSEEL DAR

LAW. DEPTT

A.L.O.

MANAGER

PLANIG. DEPTT

SR. DRAUGHTSMAN

SR. EXECUTIVE



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण
169, चितवन एस्टेट, सैक्टर गामा,
ग्रेटर नौएडा सिटी ।

पत्रांक - आई.टी./आई.टी.पी.- 83/2015/1478

दिनांक - 20 मार्च 2015

सेवामें,

Avdesh Infotech Pvt. Ltd
B-59 Soami Nagar
New Delhi -110017

विषय - सूचना प्रौद्योगिकी हेतु आवंटित भूखण्ड संख्या-6ए, सैक्टर टैकजोन -4, ग्रेटर नौएडा के पट्टा प्रलेख निष्पादन के सम्बन्ध में ।

महोदय,

कृपया उपरोक्त सूचना प्रौद्योगिकी हेतु आवंटित भूखण्ड आवंटन पत्र दिनांक 04.09.2008 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा आपके पक्ष में आई.टी. एवं आई.टी.ई.एस. के लिये 90 वर्ष के पट्टे पर भूखण्ड संख्या-28,29 सैक्टर के 0पी0 05 आवंटित किया गया था उक्त भूखण्ड के अतिक्रमण से प्रभावित होने के कारण भूखण्ड संख्या 6 ए सैक्टर टैकजोन -4 रिएलोकेट किया गया है । जिसके क्रम में आपको दिनांक 05.08.2013 को चेक लिस्ट जारी की गयी । परन्तु परियोजना विभाग से प्राप्त संशोधित लीज प्लान के अनुसार लीज डीड निष्पादन किये जाने हेतु सभी प्रपत्रों सहित उपस्थित होने का कष्ट करें ।

I. आवंटित क्षेत्रफल	40470 वर्गमीटर
क्षेत्रफल लीजप्लान के अनुसार	41087 वर्गमीटर
बढ़ा हुआ क्षेत्रफल	617 वर्गमीटर
बढ़े हुए क्षेत्र आकार की धनराशि	1508517 रुपये

II इसके साथ ही लीजडीड हेतु आपको दो विकल्प उपलब्ध होंगे:-

प्रथम विकल्प स्टाम्प शुल्क देने पर

क) लीजडीड की शर्तों सहित प्रारूप संलग्नक-क पर उपलब्ध है, जिसमें क्रियाशीलता हेतु 7 वर्ष उपलब्ध होंगे।

द्वितीय विकल्प: स्टाम्प शुल्क में 100 प्रतिशत छूट लेने पर

क) रुपये 100/- का नॉन जुडीशिलय स्टाम्प पेपर ।

ख) एग्रीमेंट रुपये 100/- के स्टाम्प पेपर पर प्रारूप संलग्नक-ख पर उपलब्ध है ।

ग) लीजडीड की शर्तों सहित प्रारूप संलग्नक-ग पर उपलब्ध हैं, जिसमें क्रियाशीलता हेतु सिर्फ 5 वर्ष का समय अनुमन्य होगा ।

घ) Undertaking रुपये 10/- के स्टाम्प पेपर पर प्रारूप-घ पर संलग्न ।

For Avdesh Infotech Pvt. Ltd.



Director

ड) निबन्धन शुल्क, देय स्टैम्प ड्यूटी एवं निर्धारित 18 प्रतिशत ब्याज प्रति वर्ष से 5 वर्ष के समतुल्य धनराशि की बैंक गारण्टी ब्याज के समतुल्य धनराशि की बैंक गारन्टी ।

नोट - दोनो विकल्पों से सम्बन्धित सम्पूर्ण शर्तों को देखने के लिये योजना ब्रोशर के प्रस्तर -N देखे

III उपरोक्त के अतिरिक्त प्रपत्र व देयता निम्नानुसार होंगे:-

1. एकमुश्त लीजरेंट (कुल प्रीमियम का 27.5 प्रतिशत) रुपये 2,76,24,992/-
अथवा
प्रतिवर्ष अग्रिम देय लीजरेंट (कुल प्रीमियम का 2.5 प्रतिशत) रुपये 25,11,363/-
2. पट्टा प्रलेख निष्पादन शुल्क रुपये 120/-
3. संस्था के अंशधारकों की सूची, चार्टर्ड एकाउण्टेण्ट द्वारा प्रमाणित ।
4. संस्था के निदेशक मण्डल की सूची, चार्टर्ड एकाउण्टेण्ट द्वारा प्रमाणित ।
5. पट्टा प्रलेख निष्पादन हेतु संस्था के निदेशक मण्डल का प्रस्ताव एवं सक्षम प्राधिकारी के हित में शक्तियों का प्रतिनिधायन ।
6. संस्था की कॉमन सील लगाने हेतु निदेशक मण्डल का प्रस्ताव ।
7. प्राधिकृत व्यक्ति का स्वयं का घोषण पत्र रुपये 10/- के स्टैम्प पेपर पर नोटरी द्वारा सत्यापित ।
8. संस्था की कॉमन सील ।
9. प्राधिकृत व्यक्ति के पद नाम की खण्डसील ।
10. प्राधिकृत व्यक्ति के बैंक/प्रथम श्रेणी राजपत्रित अधिकारी द्वारा प्रमाणित हस्ताक्षर एवं पासपोर्ट आकार के पाँच फोटोग्राफ ।
11. पंजीकरण शुल्क जो कि सब रजिस्ट्रार कार्यालय में देय होगा, रुपये 10100/-
12. मेमोरेण्डम ऑफ आर्टिकल्स एण्ड एसोसिएशन की प्रति
13. बिल्डिंग बायलॉज चार्जेज रुपये 250/-

कृपया पत्र जारी होने की तिथि से 30 दिन के अन्दर भूखण्ड का पट्टा प्रलेख निष्पादन कराने का कष्ट करें अन्यथा प्राधिकरण के नियमों के अनुसार दण्डशुल्क देय होगा । साथ ही उपयुक्त वर्णित स्टैम्प गणना की पुष्टि सब रजिस्ट्रार, ग्रेटर नौएडा कार्यालय से करा लें । स्टैम्प की अधिकता व कमी की दशा में प्राधिकरण का कोई दायित्व नहीं होगा ।

संलग्नक - उपरोक्तानुसार

भवदीय

प्रबन्धक (I.T.)

For Avdesh Infotech Pvt. Ltd.



Director

- The non execution of the legal documents and/not taking over possession of the plot or delay in payment of lease rent, the allotment of the plot is liable to be cancelled.
- 3- No change in project can be made without the prior written permission of the authority.
 - 4- In case of any clarification about the allotment letter, you may meet the concerned officer in the office on any working day.
 - 5- In case of any problem in implementation of the project with any state government department or and coordination is required please contact the Greater Noida Authority on any working day.
 - 6- Allottee will obtain all necessary permissions and clearances etc. from the requisite department /agency as is necessary according to law, rules and regulations in force. This shall also apply in case of relevant amenities/facilities that allottee may need for their project. However in case of any problem the allottee may approach this authority, which will provide all feasible and available assistance to the allottee in procurement of the subject amenities / facilities.
 - 7- The allottee shall ensure full compliance with the conditions imposed in the No Objection Certificate issued by the UP Pollution Control Board and will work according to the Pollution control laws in force.
 - 8- The allottee will comply with all the terms and conditions pertaining to the supply of water and drainage/sewerage facilities when provided by the Authority.
 - 9- The plot is Allotted on as is where is basis.
 - 10- The terms and condition laid down for IT and IT enabled services and the lease deed designed for I.T. Park, Greater Noida will be binding the copy of which is enclosed. This is to reiterate here that the revised Land Use Plan as on date 10.11.2006 onward shall be binding on you.
 - 11- As per term's of offer the minimum acceptable investment for the project shall be calculated as Rs. 4.00 crores per acre (excluding land cost) and he shall have to invest it in Seven Years. As a proof of investment the allottee shall submit the certificate of Chartered Accountant and Approved Valuer of the same to the authority on yearly basis excluding land cost. Such certificate should be submitted within one month of the completion of each year.
 - 12- The allottee are required to execute lease deed and take physical possession of the plot within 30 days from the date of issue of chek-list/information to do so, in the event of failure to do so, the allotment would be liable for cancellation. In exceptional circumstances, CEO or its authorized officer can grant time exemption maximum upto 12 months on payment of penalty equivalent to annual lease rent.
 - 13- Location Charges shall be payable by the allottee/lessee @ 5% of the total premium before execution of lease deed in lumpsum, in case the allotted plot is located on 45 mtr. or above size roads, provided that the allotment is of size 15 acres or less than that.
 - 14- Apart from above, all the conditions of the scheme brocher will form part & parcel of the allotment letter.



Manager (IT)

C.C., to:-

1. G.M. (Finance), Greater Noida
2. G.M. (Engg.), Greater Noida
3. G.M. (Plg), Greater Noida

Manager (IT)

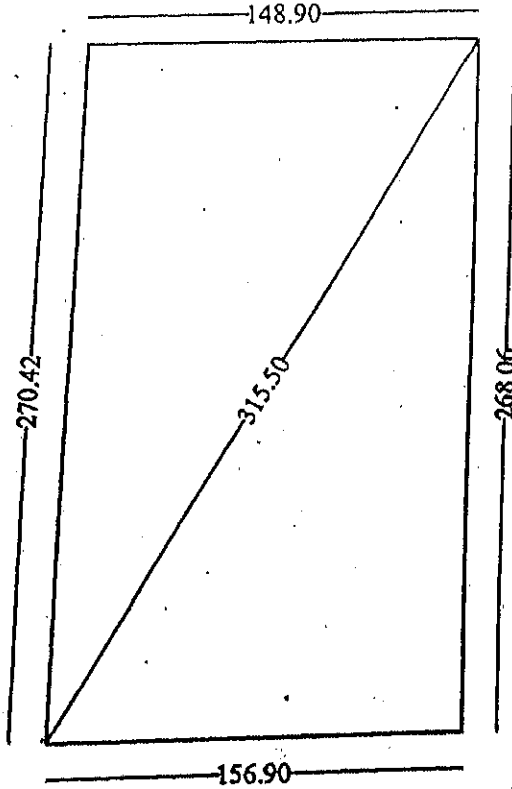
For Avdesh Infotech Pvt. Ltd.



Director

PLOT NO-GH-7A

PLOT NO-7&GH-4



PLOT NO-06

For Avdesh Infotech Pvt. Ltd.

[Signature]

Director

For Avdesh Infotech Pvt. Ltd.

[Signature]

Director

प्रबन्धक (आई.टी.डी.)
ग्रेटर नोएडा प्राधिकरण

प्रबन्धक (आई.टी.डी.)
ग्रेटर नोएडा प्राधिकरण

60 M WIDE ROAD

प्रस्तावित भूखण्ड की लीज मांग ३२ मन्दासालन के दायर रिट
प्रचिन्ता (नं ५०००२/०९ तमा ३०५२५/१५ तमा मांग ३२ मन्दासालन
के दायर मासिमा (नं ६५५८-६०/१२ तमा ६३५५/१२ के दायर मासिमा
आदेशों के अधीन होगी।

NET AREA=41087.00 SQM

POSSESSION TAKEN OVER ALLOTTEE	SIGN POSSESSION HANDED OVER			NORTH
REVISED LEASE PLAN OF PLOT NO.-6A SECTOR-TECHZONE IV GREATER NOIDA	PROJ. DEPTT	<i>[Signature]</i> ASST. MANAGER	<i>[Signature]</i> MANAGER	<i>[Signature]</i> SR. MANAGER
	LAND. DEPTT	<i>[Signature]</i> LEKHPAL	<i>[Signature]</i> NAYAB TAFSEEL DAR	<i>[Signature]</i> TAFSEEL DAR
	LAW. DEPTT	<i>[Signature]</i> A.L.O.	<i>[Signature]</i> MANAGER	
	PLANIG. DEPTT	<i>[Signature]</i> SR. DRAUGHTSMAN	<i>[Signature]</i> SR. EXECUTIVE	

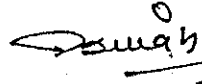
GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

REVISED PAYMENT PLAN

Name of Allottee	M/s Avdhesh Infotech (P) Ltd.
Plot No.	6A, Sector Tech Zone-IV
Total Premium for area 40470 sqm.	Rs. 13,19,28,000.00
Less 25% rebate	Rs. 3,29,82,000.00
Total premium of area 40470 sqm. for mega investment unit	Rs. 9,89,46,000.00
10% of total premium (Regn. Money) (A)	Rs. 98,94,600.00
20% of total premium (Allotment Money)	Rs. 1,97,89,200.00
70% of total premium	Rs. 6,92,62,200.00
Rate of interest	12%
Registration money deposited (B)	Rs. 1,31,92,800.00
Surplus amount (B-A)	Rs. 32,98,200.00
Allotment money after adjusting surplus amount	Rs. 1,64,91,000.00
70% balance amount for installment =	Rs. 6,92,62,200.00

Payment plan of balance amount Rs. 6,92,62,200.00

Installment No.	Due date	Principal amount	Instalment amount	Interest amount	Total amount of instalment
Allotment Money	03.11.2008	--	--	--	16491000/-
Inst. 1	04.05.2009	69262200/-	5771850/-	4155732/-	9927582/- ✓
Inst. 2	04.11.2009	63490350/-	5771850/-	3809421/-	9581271/- ✓
Inst. 3	04.05.2010	57718500/-	5771850/-	3463110/-	9234960/- ✓
Inst. 4	04.11.2010	51946650/-	5771850/-	3116799/-	8888649/- ✓
Inst. 5	04.05.2011	46174800/-	5771850/-	2770488/-	8542338/- ✓
Inst. 6	04.11.2011	40402950/-	5771850/-	2424177/-	8196027/- ✓
Inst. 7	04.05.2012	34631100/-	5771850/-	2077866/-	7849716/- ✓
Inst. 8	04.11.2012	28859250/-	5771850/-	1731555/-	7503405/- ✓
Inst. 9	04.05.2013	23087400/-	5771850/-	1385244/-	7157094/-
Inst. 10	04.11.2013	17315550/-	5771850/-	1038933/-	6810783/- ✓
Inst. 11	04.05.2014	11543700/-	5771850/-	692622/-	6464472/-
Inst. 12	04.11.2014	5771850/-	5771850/-	346311/-	6118161/-


(RAVINDRA SINGH)
Manager (I.T.)

29/06/09


For Avdesh Infotech Pvt. Ltd.

 Director

IN WITNESS WHEREOF THE parties hereto have set their hands on the day and in the year hereinfirst above written.

In the presence:


1. Witness


M.N. Bhatnagar
H-160/20, Gurgaon-2
Gurgaon, Noida


For & on behalf of Lessor

For Avdesh Infotech Pvt. Ltd.

2. Witness


ANKUR BHATNAGAR
S/o SH. RAJINDER PAL BHATNAGAR
D-166/33, Sec-50 NOIDA


For & on behalf of the Lessee

Director

For Request InfoTech Pvt. Ltd.

17915

आज दिनांक 09/04/2015 को

वही सं. 1 जिल्द सं. 17915

पृष्ठ सं. 343 से 386 पर क्रमांक 7749

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

9/4/2015

तैयारकर्ता सत्यापित छायाप्रति

मिलानकर्ता

उपनिबन्धक

गौतमबुद्धनगर

पेज नं० 1 से

मिलान दि

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मिलान कर्ता

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