

P 4078/14

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY
RUPEES



JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

23AA 462466

Stamp Duty Paid in Cash Certificate in favour of M/S DEVSAL CONSTRUCTION PVT. LTD.
304, Sitaram Menison, 718/21, Tashik Road Karol Bagh New Delhi
In Pursuance of the order of the Collector
No. mem. Dated 28.12.13 Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. 3726825=12 Rs. Thirty Seven Lacs twenty six thousand —
(in words Rs. Eight Hundred twenty five 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. 5090015 Dated 28.12.2013
a Copy of Which is annexed herewith.

Date: 30.12.13

Officer-In-Charge
Treasury

Gautam Budh Nagar

30/12/13

बेटर नीएडा ओद्योगिक विकास प्राधिकरण

B

पञ्चसूय (उम्पति)

For Devsal Construction Pvt. Ltd.

MAB
Authorized Signatory

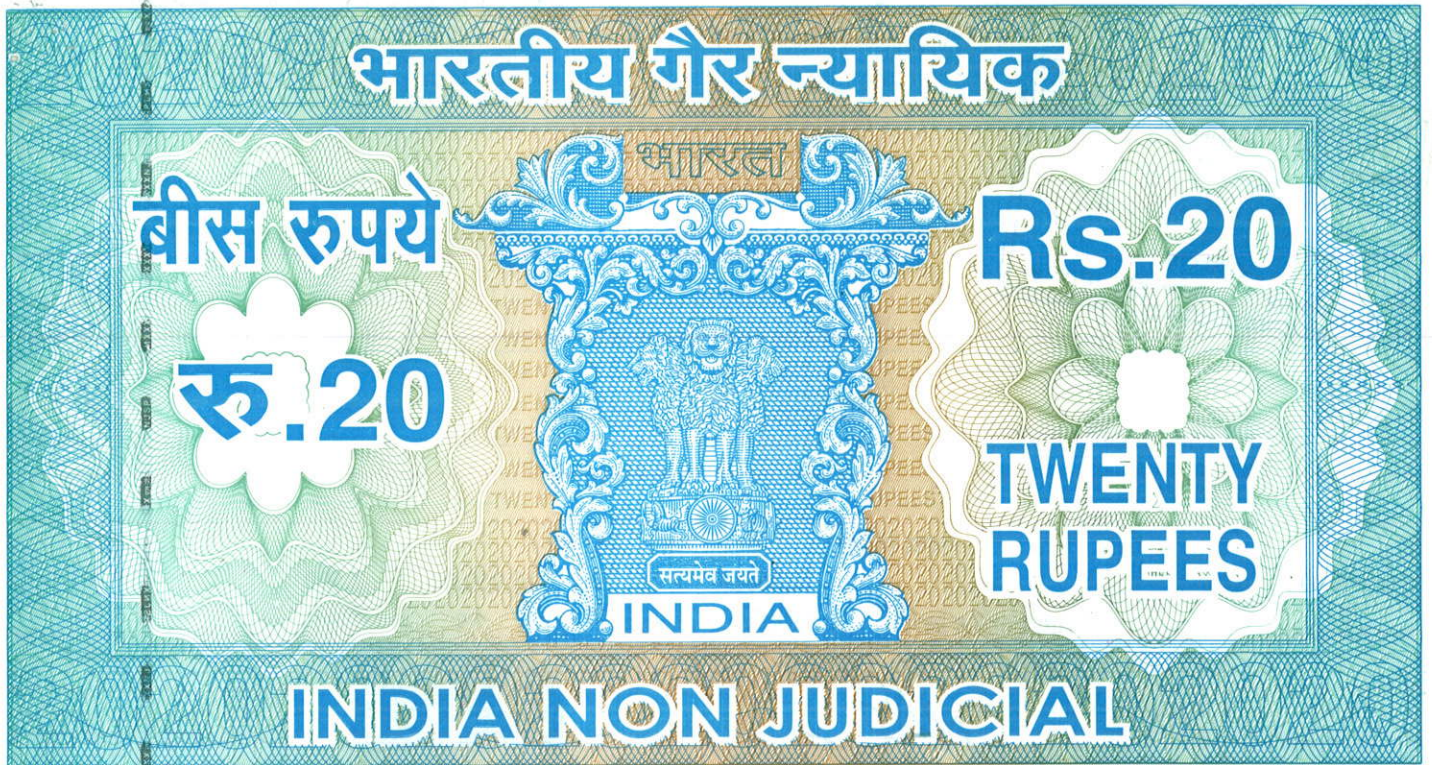


M/S Der Sai Construction Pvt Ltd.
New Delhi.



A copy of the...
by the...
of the...
has been...
the...
an...
section...
Not...
In...

Given...
Official...
Secretary...



उत्तर प्रदेश UTTAR PRADESH

23AA 462468

Stamp Duty Paid in Cash Certificate in favour of M/S DEVSAT CONSTRUCTION PVT. LTD.
304, Sitaran Mansion, 7/8/21, Jeshi Road Karal Bagh
In Pursuance of the order of the Collector
No. Memo Dated 11/01/14 Passed under New Delhi
section 10-A of the Stamp Act. It is certified that
an amount of Rs. 3923200=00 Rs. Thirty Nine Lac twenty Three Thousand
(In words Rs. two 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. 509002 Dated 13-01-14
a Copy of Which is annexed herewith.

16-1-2014

Date.....

Officer-In-Charge

Treasury

Gautam Budh Nagar

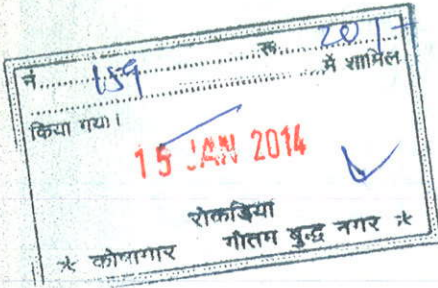
हॉटर सीएडा कोषागिक विकास प्राधिकरण

R
बल्लभ (हॉमरि)

For Devsai Construction Pvt. Ltd.

MBA
Authorized Signatory

M/s Dewsaai Construction Pvt Ltd
N. Delhi



153,000,000.00 पट्टा विलेख (90 वर्ष) 10,000.00 50 10,050.00 2,500

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

मे0देवसाई कंस्ट्रु0प्रा0लि0द्वारा मोहित सिंह राघव

पुत्र श्री महीपाल सिंह राघव

व्यवसाय व्यापार

निवासी स्थायी 304 सीताराम मेनसन 718/21 जोशी रोड करोल बाग नई दिल्ली

अस्थायी पता 304 सीताराम मेनसन 718/21 जोशी रोड करोल बाग नई दिल्ली

ने यह लेखपत्र इस कार्यालय में दिनांक 6/2/2014 समय 4:06PM

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(मुकेश यादव, प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

6/2/2014

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

पट्टा दाता

पट्टा गृहीता

प्रे0नौ0औ0वि0प्रा0द्वारा बृजेश कुमार करघप (प्र0स0)

पेशा नौकरी

निवासी ग्रेटर नौएडा



मे0देवसाई कंस्ट्रु0प्रा0लि0द्वारा मोहित सिंह राघव

पुत्र श्री महीपाल सिंह राघव

पेशा व्यापार

निवासी 304 सीताराम मेनसन 718/21 जोशी रोड करोल बाग नई दिल्ली



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री अमित चावला

पुत्र श्री सुभाषचन्द चावला

पेशा

निवासी एफ एम1702 आम्रपाली विलेज इन्दिरापुरम गाजियाबाद

व श्री राकेश कुमार जैन

पुत्र श्री आर0डी0जैन

पेशा

निवासी 36बी शिवम एन्कलेव दिल्ली-32

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

Alombo

Rajgauri



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(मुकेश यादव, प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

LEASE DEED

This Lease Deed is executed on **6th** day of **February, 2014** at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

BETWEEN

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.

AND

M/s Devsai Construction Pvt. LTD, a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **304, Sita Ram Mansion, 718/21, Joshi Road, Karol Bagh, New Delhi-110005**, duly authorized Signatory Mr. Mohit Singh Raghav S/o Mr. Mahipal Singh Raghav vide Resolution dated 30.08.2013 passed by its Board of Directors, being a Special Purpose Company within the meaning of Article C-7(e) of the Brochure of the Scheme-2010-11 (Sports City Plot-SC-01), (hereinafter called the "Lessee" which expression shall, unless the context does not so admit, 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 Land Acquisition Act, 1894 and developed by the Lessor for the purpose of planned integrated Industrial and Urban Township.

AND WHEREAS A consortium comprising of

- **M/s MMR Construction Co. Pvt., Ltd,- Lead Member (Share Holding 80%)**
- **M/s Advance Constnution Co. Pvt. Ltd.- Relevant Member (Share Holding 10%)**
- **M/s NKG Infrastructure Ltd., - Relevant Member (Share Holding 10%)**

On the basis of sealed tenders vide letter bearing No. Prop/Commercial/2011/489 DATED 30TH March 2011 has been allotted **Sports City plot No.SC-01, Sector- Adjoining Tech Zone**, Greater Noida measuring **526540 sq. mtrs.** for the purpose of development of **SPORTS CITY**. The permissible broad break up of the total area

 LESSOR



LESSEE

For Devsai Construction Pvt. Ltd.


Authorized Signatory

पट्टा दाता

Registration No.: 4078

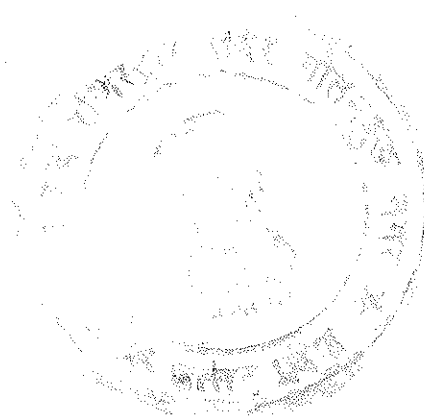
Year : 2,014

Book No. : 1

0101 ग्रे0नौ0औ0वि0प्रा0द्वारा बृजेश कुमार कश्यप (प्र0स0)

ग्रेटर नौएडा

नौकरी



under Sports City for different land uses shall be Recreational (Sports, Institutional & other Facilities and open areas) not less than 70%, commercial not more than 2%, Residential including Group Housing (1650 persons per hect. On residential/Group housing area only) 28%.

AND WHEREAS in terms of Article C-7(e) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. **M/s Devsai Construction PVT. LTD.**, a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **304, Sita Ram Mansion, 718/21, Joshi Road, Karol Bagh, New Delhi-110005**, in which the consortium have the following shareholding -

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/s MMR Construcation Company Pvt. Ltd.	80%	Lead Member
2	M/s Advance Construction Company Pvt. Ltd.,	20%	Relevant Member

AND WHEREAS it has been represented to the LESSOR that the Special Purpose Company members have agreed amongst themselves that **M/s EUPHORIA SPORTS CITY PVT. LIMITED**, having its registered office at **S-406, LOWER GROUND FLOOR, GREATER KAILASH-02, NEW DELHI-110048**, shall always remain the Lead Company of the Special Purpose Companies. However, the Special Purpose Company will be allowed to Transfer upto 100% of its shareholding, subject to the condition that the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 30% of the total area of 526540 sq. mtrs. in any manner whatsoever, in the SPC till the completion certificate 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 on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions by the LESSOR.

NOW THIS LEASE DEED WITNESSETH AS UNDER:-


LESSOR

For Devsai Construction Pvt. Ltd.

LESSEE


Authorized Signatory

पट्टा गृहीता

Registration No. : 4078

Year : 2,014

Book No. : 1

0201 मै0देवसाई कंस्ट्र0प्रा0लि0द्वारा मोहित सिंह राघव
महीपाल सिंह राघव
304 सीताराम मेनसन 718/21 जोशी रोड करोल बाग नई दिल्ली
व्यापार



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 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 Sports City Plot No. **GH-02, Sector- Adjoining Techzone-iv, Greater Noida admeasuring 10,000.00 sq. mtrs,** 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:-

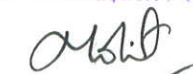
- (i) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
 - (ii) Full rights and title to all mines and minerals, coals, washing gold's, earth oils, quarries, in or under the Demised Premises and 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.
- (b)** The total premium of the demised plot is **Rs.6,71,50,000.00 (Rs. Six Crore Seventy One Lac Fifty Thousand only)** out of which **Rs. 2,91,62,202.00 (Rupees Two Crore Ninty One Lac sixty two thousand two Hundred two Rupees only)** which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 15% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly installments. After expiry of moratorium period, the balance approx. **90% premium i.e. Rs. 6,04,35,000.00- (Rs. Six Crore Four Lac Therty Five Thousand**

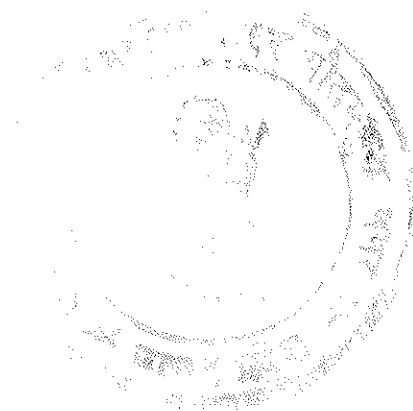
 LESSOR



LESSEE

For Devsai Construction Pvt. Ltd.

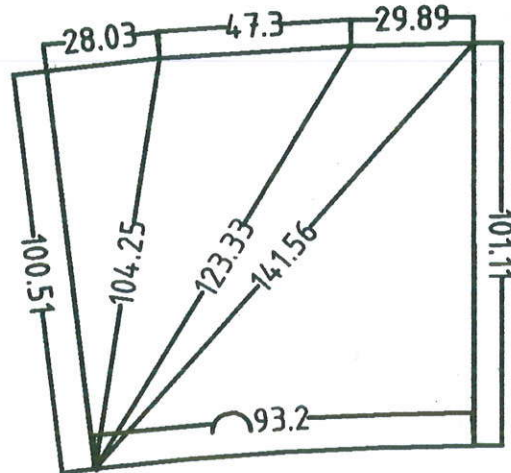

Authorized Signatory



77

60 M WIDE ROAD

PLOT NO-GH-01



PLOT NO-GH-03

PLOT NO-SC-01
SPORTS CITY

बेटर नीएडा औद्योगिक विकास प्राधिकरण

B
बेटर (बेटर)

For Devsai Construction Pvt. Ltd.

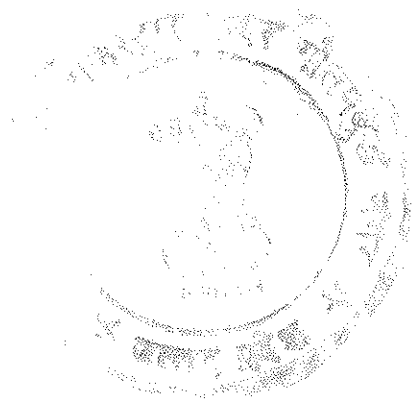
M.B.
Authorized Signatory

TOTAL AREA - 10000.00 SQM

NOTE-DEVELOPMENT WORK IS IN PROGRESS LEASE PLAN OF THE SECTOR IS BEING PREPARED ON URGENT DEMAND.
AREA OF PLOT MAY BE INCREASE/DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

POSSESSION TAKEN OVER ALLOTTEE	SIGN POSSESSION HANDED OVER			NORTH ↑
LEASE PLAN OF PLOT NO.- GH. 02 SECTOR- SPORT CITY	PROJ. DEPTT	ASST. MANAGER <i>[Signature]</i>	MANAGER <i>[Signature]</i>	SR. MANAGER <i>[Signature]</i>
	LAND. DEPTT	LEKHPAL <i>[Signature]</i>	WYAB TAHSEEL DAR <i>[Signature]</i>	TAHSEEL DAR <i>[Signature]</i>
	LAW. DEPTT	A.L.O. <i>[Signature]</i>		SR. EXECUTIVE <i>[Signature]</i>
	PLANIG. DEPTT	SR. DRAUGHTSMAN <i>[Signature]</i>		SR. EXECUTIVE <i>[Signature]</i>


GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY



Five Hundred only) of the plot along with interest will be paid in 16 half yearly installments in the following manner:-

Due Date	Inst No	Due Principal	Due Interest	Total Dues	Balance Premium
30-Sep-11	Inst-01	0.00	4532625.00	4532625.00	60435000.00
30-Mar-12	Inst-02	0.00	4532625.00	4532625.00	60435000.00
30-Sep-12	Inst-03	0.00	4532625.00	4532625.00	60435000.00
30-Mar-13	Inst-04	0.00	4532625.00	4532625.00	60435000.00
30-Sep-13	Inst-05	3777187.50	4532625.00	8309812.50	56657812.50
30-Mar-14	Inst-06	3777187.50	4249335.94	8026523.44	52880625.00
30-Sep-14	Inst-07	3777187.50	3966046.88	7743234.38	49103437.50
30-Mar-15	Inst-08	3777187.50	3682757.81	7459945.31	45326250.00
30-Sep-15	Inst-09	3777187.50	3399468.75	7176656.25	41549062.50
30-Mar-16	Inst-10	3777187.50	3116179.69	6893367.19	37771875.00
30-Sep-16	Inst-11	3777187.50	2832890.63	6610078.13	33994687.50
30-Mar-17	Inst-12	3777187.50	2549601.56	6326789.06	30217500.00
30-Sep-17	Inst-13	3777187.50	2266312.50	6043500.00	26440312.50
30-Mar-18	Inst-14	3777187.50	1983023.44	5760210.94	22663125.00
30-Sep-18	Inst-15	3777187.50	1699734.38	5476921.88	18885937.50
30-Mar-19	Inst-16	3777187.50	1416445.31	5193632.81	15108750.00
30-Sep-19	Inst-17	3777187.50	1133156.25	4910343.75	11331562.50
30-Mar-20	Inst-18	3777187.50	849867.19	4627054.69	7554375.00
30-Sep-20	Inst-19	3777187.50	566578.13	4343765.63	3777187.50
30-Mar-21	Inst-20	3777187.50	283289.06	4060476.56	0.00

- (i) Premium referred to in this document means total amount payable to the Authority for the allotted plot.
- (ii) All payment should be made through a demand draft/pay order/Cheque 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 of the demand draft/pay order/cheque.
- (iii) In case of default in depositing the installments or any payment, interest @ 18% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
- (iv) All payments should 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.
- (v) The payment made by the Lessee/Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter

०८२ नाल्हा औद्योगिक विकास प्राविष्ठान
 LESSOR

बन्धन (कम्पनि)

For Devsal Construction Pvt. Ltd.


 Authorized Signatory

LESSEE



the balance will be adjusted towards the lease rent payable and the premium due.

- (vi) In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of the Lessor.
- (vii) 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.
- (viii) For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

Note: Land compensation amount against this plot shall be paid by the Lessee as demanded by the Authority in case of enhancement in the compensation.

(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. The lessee has paid a sum of Rs **10,000/- (Ten Thousand only)** towards the lease rent for the first one years which amount the LESSOR hereby acknowledges.
- (ii) Thereafter, the ground/lease rent shall be charged @ 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.

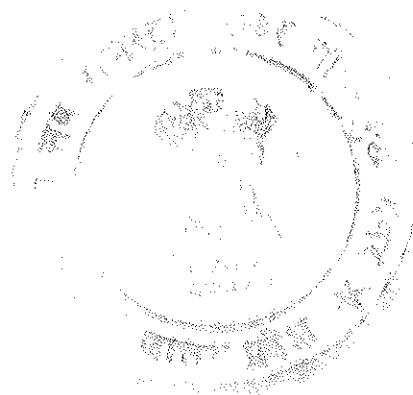
४८९ नोएडा औद्योगिक विकास प्राधिकरण
LESSOR

सत्यमेव जयते (समिति)

LESSEE

For Devsai Construction Pvt. Ltd.


Authorized Signatory



ҚАЗАҚСТАН РЕСПУБЛИКАСЫ

БІЛІМ ЖӘНЕ ҒЫЛЫМ

- (v) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. compounded half yearly, on the defaulted amount and for the defaulted period.
- (vi) The allottee/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 as on the date of exercising the option to pay one time lease rent has and paid the earlier lease rent due and lease rent already paid will not be considered in calculating the amount payable under the One Time Lease Rent option.
- (vii) After due approved from lessor the execution of the tripartite sub-lease deed shall be executed 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. AND THE LESSEE BOTH HEREBY DECLARE AND COVENANTS

(1) 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 of execution of lease deed.

(3) **DEVELOPMENT OF SPORTS CITY:** The development of **SPORTS CITY** to be carried out by the successful Applicant shall be planned for the sports & institutional facilities as per the specifications laid out by **GREATER NOIDA** along with other activities to support the development of the **SPORTS CITY** as a whole.

(4) LAND USE OF SPORTS CITY

The lessee/lead Company shall plan development of **SPORTS CITY** by adhering to the land use percentages as mentioned in the brochure.

४८२ नोएडा औद्योगिक विकास प्राधिकरण
LESSOR
नगरपालिका (व्यक्ति)

For Devsai Construction Pvt. Ltd.

Authorized Signatory

LESSEE



(5) DEVELOPMENT NORMS

- (i) Composite Floor Area Ratio (FAR), of 1.5 on the total gross area of the allotted land will be permissible, which is fungible/transferable in different land use componets as prescribed. The development shall be as per the norms specified in the Building Regulations and Directions of LESSOR.

(6) 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 authorities 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.

(7) UTILITY

The demised plot shall be used for development of **Sports City** for Residential, commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, hospital & senior liveing, offices and such other Sports uses, 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.

१८८ नॉल्ल वॉड्यागक विकास प्राधिका
R
LESSOR

महानगर (वसति)

For Devsai Construction Pvt. Ltd.

LESSEE

M.S.
Authorized Signatory



LESSOR shall not be responsible for any consequences arising out of the failure of the LESSEE to receive any such statutory clearance.

(8) IMPLEMENTATION AND COMPLETION OF THE PROJECT

- (i) The LESSEE/Lead Company shall be required to complete the construction of minimum 15% of the permissible area earmarked for sports, institutional & other facilities within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases within 5 years. However, the residential and Commercial development/ Construction may be completed in phases within 7 years. Further more, the lessee has to develop residential and Commercial component in the project in proportion to area earmarked for recreational uses. However, extension in exceptional circumstances can be granted by GNIDA, on payment of extension charges applicable as per prevailing policy at the time of granting such extension. Delays due to encroachment, force majeure, legal issues like stay orders etc. shall be considered for extension.
- (ii) The construction on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions of the GNIDA.

(9) COMPLETION

The "Completion Certificate(s)" will be issued by LESSOR on the completion of the project or part thereof in phases and on the submission of the necessary document required for certifying the completion of the project or part thereof.

(10) INDEMNITY

The LESSEE shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent operations and maintenance of the Facilities and services, till such time as the alternate agency for such work is identified and legally appointed by the LESSEE after 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:

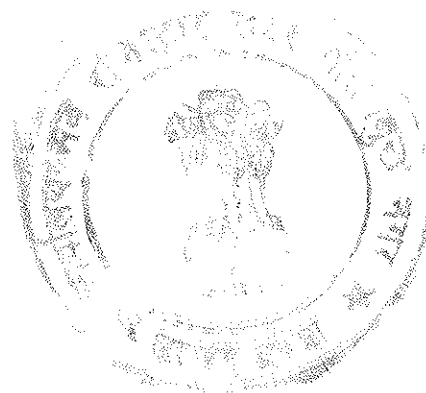
३६२ नॉएडा औद्योगिक विकास प्राधिकरण
LESSOR

नॉएडा (कॉन्स्ट्रक्शन)

For Devsai Construction Pvt. Ltd.

LESSEE

Authorized Signatory



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

(11) MORTGAGE

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) 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 upto date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will 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 GNIDA.

The LESSEE accepts that in the event permission to mortgage is granted then the GNIDA shall have the first charge on the plot towards payment of all dues of GNIDA.

Provided that in the event of sale or foreclosure of the mortgaged /charged property, the GNIDA shall be entitled to claim and recover such percentage, as decided by the GNIDA, of the unearned increase in values of 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 GNIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The GNIDA'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.

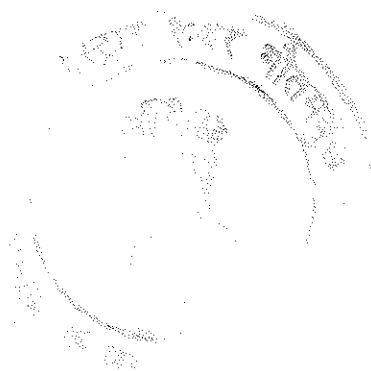
(12) TRANSFER

हॉटर नोएडा औद्योगिक विकास प्राधिकरण
LESSOR
संस्थापक (व्यक्ति)
संस्थापक (व्यक्ति)

For Devsai Construction Pvt. Ltd.


Authorized Signatory

LESSEE



- (iii). The Lessee has obtained the building completion certificate for the 1st phase from the LESSOR.
- (iv). The sub-lessees/transferees undertake to put to use the premises for the original permissible use only 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 sufficient documents to LESSOR as proof thereof. Thereafter, extension charges, as applicable, shall be payable.
- (vi). All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee /lessee and sub-lessees.

(13) 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, in case of violation of the condition (i) above shall constitute misuse for which the allotment/ lease shall be liable to be cancelled and the possession of the premises along with structures thereon, if any, shall be resumed by the lessor.

(14) LIABILITY TO PAY TAXES ETC.

The Lessee, including the Sub-Lessees, 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.

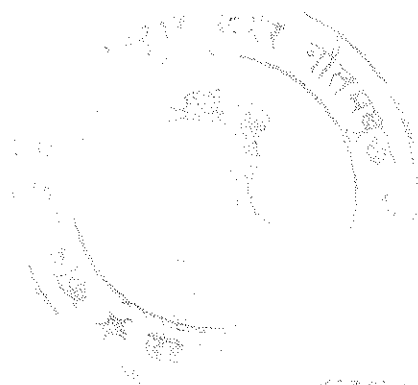
(15) MAINTENANCE

बडर लोएडा ओखोगक विकास प्राविष्ठर
LESSOR
देवसै (देवसै)

For Devsai Construction Pvt. Ltd.

Authorized Signatory

LESSEE



- (i) The lessee shall make such arrangements as are necessary for 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 and/or sub-lessees. The lessee and sub-lessee(s) 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.
- (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.
- (16).** 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 1976 and Rules made therein, and any other Act and Rules, from time to time.

III. CANCELLATION

In addition to the other specific clauses relating to cancellation/determination, the lessor shall be free to exercise its

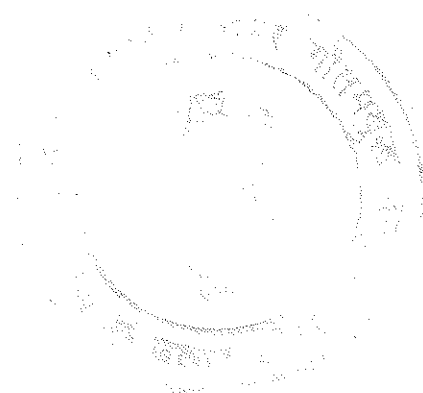

LESSOR

लेखक (हस्ताक्षर)

For Devsai Construction Pvt. Ltd.


Authorized Signatory

LESSEE



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 and regulations 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 conditions of the tender, allotment, this lease deed and/or non-deposit of the allotment amount, installments 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/ alternations 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.

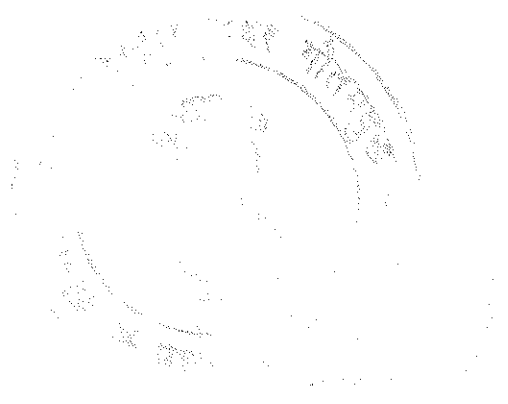
५८२ नोएडा औद्योगिक विकास प्राधिकरण
LESSOR
नगरपालिका (कम्पनि)

For Devsai Construction Pvt. Ltd.


Authorized Signatory

LESSEE

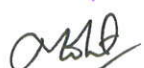
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



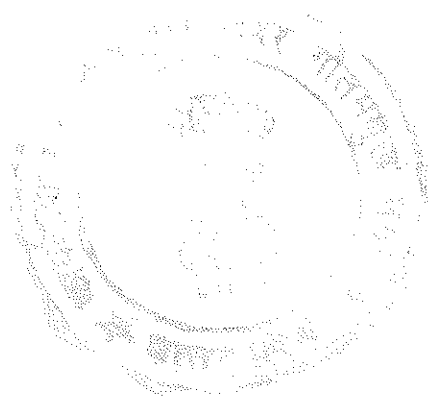
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding.
3. If due to any "Force Majeure" or any circumstances beyond control, the LESSOR is unable to make allotment or handover the possession of the allotted plot, 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.
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 by the rules and/ or regulations made or directions issued, under the said Act.
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 reasonable (s)

LESSOR
रजिस्ट्रार (सहचरि)
उप-निर्देशक (सहचरि)

For Devsai Construction Pvt. Ltd.


Authorized Signatory

LESSEE



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:

देवर गोएडा ओद्योगिक विकास प्राधिकरण



Witnesses:

रजनीश (हस्ताक्षर)

1. Witness



For and on behalf of the LESSOR

Address

Rajain
Rakesh Kumar Jain 870
Ch. R.D. Jain

For and on behalf of the LESSEE

2. Witness

R/o 36B, Shivam
Enclave, Delhi 32

Address

For Devsar Construction Pvt. Ltd.

देवर गोएडा ओद्योगिक विकास प्राधिकरण

LESSOR

रजनीश (हस्ताक्षर)

MAJ
Authorized Signatory LESSEE

आज दिनांक 06/02/2014 को
वही सं. 1 जिल्द सं. 15049
पृष्ठ सं. 293 से 328 पर क्रमांक 4078
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


(मुकेश यादव, प्रभारी)
उपनिबन्धक सदर
गौतमबुद्धनगर
6/2/2014

