- 199631/2015

INDIA NON JUDICIAL

Government of Uttar Pradesh

(1)

e-Stamp

सत्यमेव जयते

CERTIFICATE LOCKED

SHCIL NOIDA (U.P.)

Certificate No.	:	IN-UP01336573486921N
Certificate Issued Date	:	02-Sep-2015 01:45 PM
Account Reference	:	SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUPSHCIL0101607182861579N
Purchased by	:	ELEGANT IT SOLUTIONS PVT LTD THRU DIR RISHABH JAIN
Description of Document	:	Article 35 Lease
Property Description	:	PLOT NO-6,KNOWLEDGE PARK-V,GREATER NOIDA,GAUTAM BUDH NAGAR
Consideration Price (Rs.)	:	12,97,78,141 (Twelve Crore Ninety Seven Lakh Seventy Eight Thousand One Hundred And Forty One only)
First Party	:	G N I D A
Second Party	:	ELEGANT IT SOLUTIONS PVT LTD THRU DIR RISHABH JAIN
Stamp Duty Paid By	:	ELEGANT IT SOLUTIONS PVT LTD THRU DIR RISHABH JAIN
Stamp Duty Amount(Rs.)	:	96,69,000 (Ninety Six Lakh Sixty Nine Thousand only)

ORIGINAL ORIGINAL ORIGINAL

----------Please write or type below this line----------

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For Elegant IT Solutions Pvt. Ltd.

(Authorised Signatory)

XM 0002953427

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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.

COLOUR PHOTOCOPY

LEASE DEED

This lease deed made on the 7th day of September 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. ELEGANT IT SOLUTIONS PVT.LTD**, a company incorporated under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at **T-9, Green Park Extension, New Delhi-110016** represented hereby through its Director **Mr. Rishabh Jain S/o Sh. Vinod Kumar Jain, R/o- 158, Vigyan Vihar, Delhi-110092** (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 **16.11.2007** has allotted **80940 sqm. (As per lease plan 80961.18 sqm.)** of land at **plot no-06, Sector- Knowledge Park-5**, Greater Noida and issued vide letter no.IT/ITP-69/2015/1740, dated 31.08.2015 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. **12,97,44000/- (Twelve Crore Ninety Seven Lacs Forty Four Thousand Rupees Only)** out of which **Rs. 3,89,23,200/- (Three crore Eighty Nine Lacs Twenty Three Thousand Two Hundred 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 :-

Towards balance premium of Rs. **9,08,20,800/- (Nine crore Eight Lacs Twenty Thousand Eight Hundred Rupees only)** is to be paid in installments along with interest @ **11%** p.a. on outstanding balances on the dates mentioned hereinafter :-

(2)

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For Elegant IT Solutions Pvt. Ltd.

(Authorised Signatory)

COLOUR PHOTOCOPY

Inst.	Due Date	Principal Amount	Installments amount	Intrest amount	Total amount	Remark
1	15.07.2008	78046589.45	6503882.45	4292562	10796444.45	Paid
2	15.01.2009	71542707.00	6503882.45	3934849	10438731.45	Paid
3	15.07.2009	65038824.54	6503882.45	3577135	10081017.45	Paid
4	15.01.2010	58534942.09	6503882.45	3219422	9723304.45	Paid
5	15.07.2010	52031059.63	6503882.45	2861708	9365590.45	Paid
6	15.01.2011	45527177.18	6503882.45	2503995	9007877.45	Paid
7	15.07.2011	39023294.73	6503882.45	2146281	8650163.45	Paid
8	15.01.2012	32519412.27	6503882.45	1788568	8292450.45	Paid
9	15.07.2012	26015529.82	6503882.45	1430854	7934736.45	Paid
10	15.01.2013	19511647.36	6503882.45	1073141	7577023.45	Paid
11	15.07.2013	13007764.91	6503882.45	715427	7219309.45	Paid
12	15.01.2014	6503882.45	6503882.45	357714	6861596.45	Paid

Excess area amount Rs. **33951/-** deposited on dated **01.09.2015**

And in consideration of Rs. **32,44,454/- (Thirty Two Lacs Forty Four Thousand Four Hundred fifty Four Rupees only)** 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.-6, Sector– Knowledge Park-5** Greater Noida, area **80961.18** Sqm situated in Greater Noida Industrial Development Area District, Gautam Budh Nagar contained by admeasurement **80961.18 Sqm.**' be the same, a little more, or less, and bounded by:

Admeasurement- **80961.18 Sqm.**

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

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

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 7th **day of September** 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

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For Elegant IT Solutions Pvt. Ltd.
(Authorised Signatory)

पट्टा विलेख (90 वर्ष)

प्रतिफल	मालियत	ओसत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
193,368,544.00		10,000.00	50	10,050.00	2,500	

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पुत्र श्री विनोद कुमार जैन

व्यवसाय

निवासी स्थायी 158, विज्ञान विहार दिल्ली-110092

अस्थायी पता 158, विज्ञान विहार दिल्ली-110092

ने यह लेखपत्र इस कार्यालय में दिनांक 8/9/2015 समय 2:21PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर
8/9/2015

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

पट्टा दाता

श्री कमल सिंह
प्रतिनिधि ग्रे0नो0ओ0वि0प्रा0 द्वारा कैलाश भाटी
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी

पट्टा गृहीता

श्री मै. एलिगेन्ट आईटी सोल्यूशंस प्रा0लि0 द्वारा श्री ऋषभ जैन
पुत्र श्री विनोद कुमार जैन
पेशा
निवासी 158, विज्ञान विहार दिल्ली-110092

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री पवन कुमार जैन

पुत्र श्री सतेन्द्र कुमार जैन

पेशा

निवासी ए-15 न्यू इन्डिया अपार्ट0 सै0-09 रोहिनी दिल्ली-85

व श्री प्रमोद कुमार, डी0 राईटर

पुत्र श्री

पेशा

निवासी उ0नि0क0 ग्रेटर नोएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

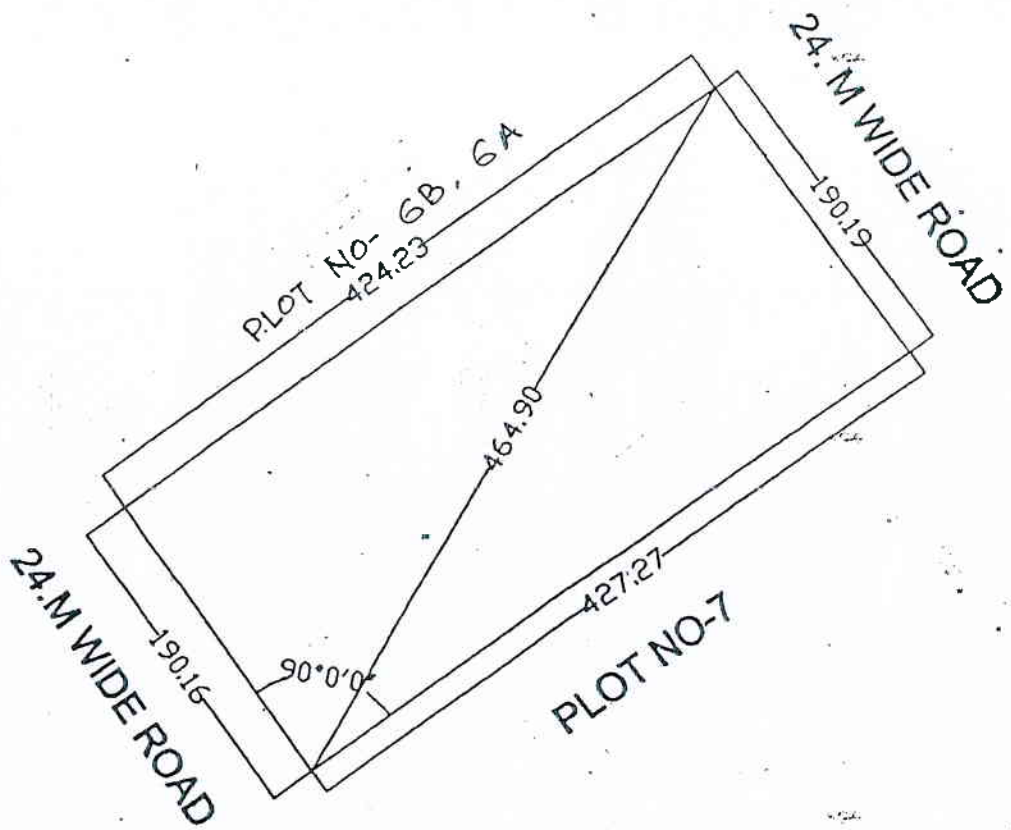
(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर
8/9/2015

COLOUR PHOTOCOPY

(14) (232)

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PLOT NO.- 06



AREA=80961.18 SQM.

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For Elegant IT Solutions Pvt. Ltd.

(Authorised Signatory)

~~Revised Lease Plan~~

SIGN-	SIGN-
POSSESSION TAKEN OVER	POSSESSION HANDED OVER

LEASE PLAN FOR	PROJ. DEPTT.	ASST. MANAGER	MANAGER	SR. MANAGER
PLOT NO-06	LAND DEPTT.	LEKHPAL	N. TEHSILDAR	TEHSILDAR
OF SECTOR-KP-V	LAW DEPTT.	A.L.O.	MANAGER	
GREATER NOIDA	PLNG. DEPTT.	SR. DRAFTSMAN	SR. EXECUTIVE	

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

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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 7th **day of September** 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. **32,44,454/- (Thirty Two Lacs Forty Four Thousand Four Hundred fifty Four Rupees only)** 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 **@ 14%** per annum compounded half yearly would be chargeable for the delayed period.

II) **AND THE LESSEE DOTH 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 @ 11% p.a. on the balance premium as mentioned in Clause I above by the dates mentioned therein.

The lessee has received an amount Rs. 3,89,34,517/-(including rebate on excess Area) approved by the chief executive officer on 20.01.2014 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. 80.00 Crores then he will pay back interest and panel interest with rebate of mega investment.

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 @ 14% 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.

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For Elegant IT Solutions Pvt. Ltd.
(Authorised Signatory)

पट्टा दाता

Registration No.: 19963 Year : 2,015 Book No. : 1

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COLOUR PHOTOCOP

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 beneficiation 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 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 creations 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

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For Elegant IT Solutions Pvt. Ltd.
(Authorised Signatory)

पट्टा गृहीता

Registration No. : 19963 Year : 2,015 Book No. : 1

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विनोद कुमार जैन
158, विज्ञान विहार दिल्ली-110092

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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 24 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 80 Crores,** excluding the land cost, in the seven years from the date of execution of this lease deed (100% of the minimum 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 peons, 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.

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For Elegant IT Solutions Pvt. Ltd.
(Authorised Signatory)

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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.

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 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

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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 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.

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(Authorised Signatory)

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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) <u>Cancellation</u>

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.
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/them/its of any of the

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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 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

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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 utilized 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.
3- Travel Services
4- Telephone exchange
5- Electric sub station.
6- Water works.
7- Export related facilities.
8. Canteen
9. Shop (Maximum 2% of FAR)
10. Crèche & day care centre.
11. Operations and maintenance by specialized agencies.

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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.

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and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P.Act.No.30 of 1974).

F. All posers 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.

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

PAWAN KUMAR JAIN
S/o SH. SATINDER KUMAR JAIN
R/o A-15, NEWINDIA APARTMENT
SEC- 9, ROHINI - DELHI-85

2. Witness

PARMOD KUMAR
DEED WRITER
(G.B. NAGAR)
9999001531

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For & on behalf of Lessor

For & on behalf of the Lessee

For Elegant IT Solutions Pvt. Ltd.

(Authorised Signatory)

प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

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आज दिनांक **08/09/2015** को

वही सं. **1** जिल्द सं. **18767**

पृष्ठ सं. **27** से **54** पर कमांक **19963**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

8/9/2015

दफ्तर सब रजिस्ट्रार गौतम बुद्ध नगर

सत्यमेव जयते

उत्तर प्रदेश

PARMOD KUMAR
DEED WRITER
(G.B. NAGAR)
0000001731

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GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

POSSESSION CERTIFICATE

Letter No. IT/2015/1741
Date 8/09/2015

Plot Code .....
Allotment No. ITPO330537
Plot No. 06
Block No. .....
Sector Knowledge Park-05

Lessse / Allottee's Name.
& Address Elegant IT Solutions Pvt. Ltd. T-9, Green Park Extension, New Delhi.

Status/Boundaries of plot	Dimensions	Area (In Sq. m.)	Remarks
North-East			
South-West		80961.18 SQM.	
South-East			
North-West			

AS PER LEASEPLAN

Site plan of the plot is enclosed herewith.

I/We have taken over possession of the plot No. 06 Block No. ..... Sector KP-5 on .....

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

Possession handed over by

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

Possession taken over by

For Elegant IT Solutions Pvt. Ltd.
(Authorised Signatory)

Signature of the lessee

Copy to

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

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

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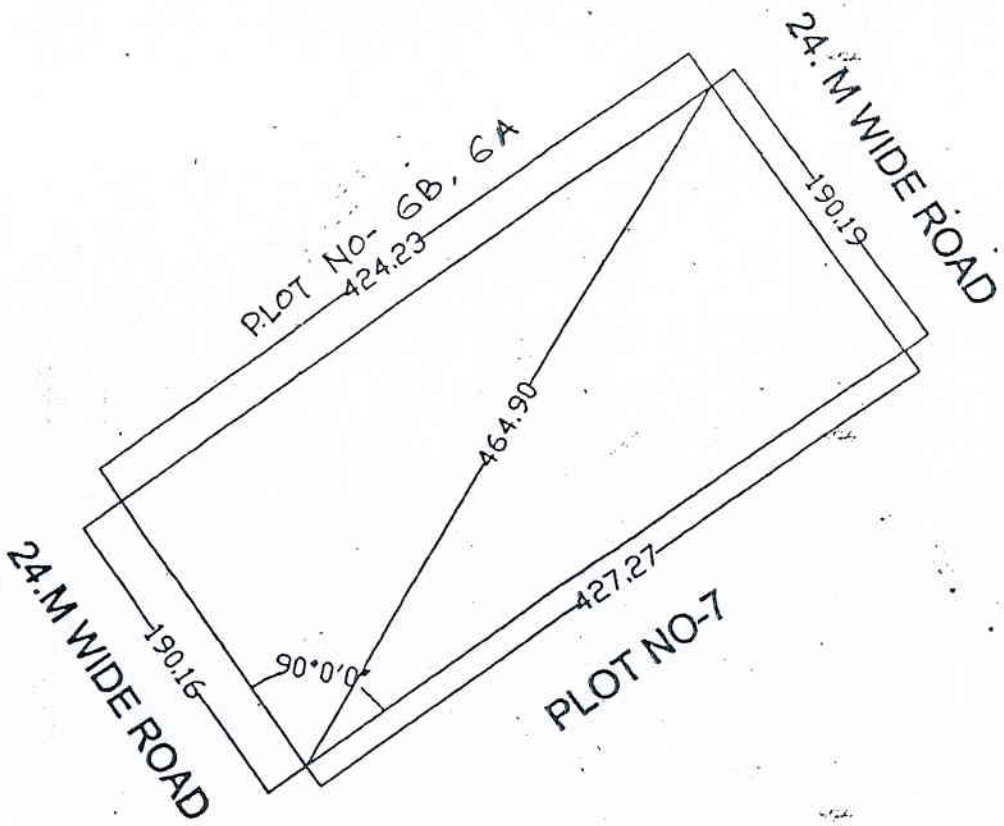
PLOT NO.- 06



AREA=80961.18 SQM.

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~~Revised Lease Plan~~

For Elegant IT Solutions Pvt. Ltd.

SIGN- (Authorised Signatory)

POSSESSION TAKEN OVER

SIGN-

POSSESSION HANDED OVER

LEASE PLAN FOR	PROJ. DEPTT.	ASST.MANAGER	MANAGER	SR. MANAGER
PLOT NO-06	LAND DEPTT.	LEKHPAL	N. TEHSILDAR	TEHSILDAR
OF SECTOR-KP-V	LAW DEPTT.	A.L.O.	MANAGER	
GREATER NOIDA	PLNG. DEPTT.	SR. DRAFTSMAN	SR. EXECUTIVE	

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

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