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N 358811

Leone Robert J. Payle



2022/12/14

AND Whereas the Government of U.P. vide its notification no. KN-5-305 / 11-2005-500 (139) - 2003 dated 19th Jan 2005 3014/76-6-05/500(40)/2000 dated 19-12-2005 and 2168 78-2-2005/46112005 dated 30-12-2005 passed in consonance with the Industrial and Services Sector Investment Policy, 2004 has granted 100% exemption from payment of Stamp Duty and registration charges payable on execution of first written transaction of lease deed only, inter-alia for setting up of IT Industries and Call Centers subject to compliance of the norms, standards and procedures set up by the concern department of Govt. of U.P. dealing with the project of IT Industries and Call Centers. Whereas the Department of IT and Electronics, Govt. of U.P. has issued a G.O. no. 2168 / 78-2-2005-4611 2005 dated 30th December 2005 and has fixed the norms, standard and procedures for 100% exemption from stamp duty and the GO No.702/77-6-07-15M-05 dated 28-06-2007 amending the GO dated 19-12-2005 to IT Industries and Call Centers in accordance with the para 10.2 of Industrial and Services Sector Investment Policy, 2004.

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

AND 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.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 3,03,37,380.75/- (Rupees- Three Crore Three Lacs Thirety Seven Thousand Three Hundred Eighty and seventy five paisa only) out of which Rs. 90,90,630.75/- (Rupees- Ninty Lacs Ninty Thousand Six Hundred Thirty and Seventy Five Paisa only) have been

Rajendra Kumar

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.2,12,46,750/- (Rs. Two Crores Twelve Lacs Forty Six Thousand Seven Hundred Fifty Only) is to be paid in installments along with interest @ 12 % p.a. on outstanding balances on the dates mentioned hereinafter :-

Installments

Installment	Due Date	Total	Status
1st Installment	05.07.2004	25,34,250.00	Paid
2nd Installment	04.01.2005	25,34,250.00	Paid
3rd Installment	05.07.2005	25,34,250.00	Paid
4th Installment	04.01.2006	25,34,250.00	Paid
5th Installment	05.07.2006	25,34,250.00	Paid
6th Installment	04.01.2007	25,34,250.00	Paid
7 th Installment	05.07.2007	25,34,250.00	Paid
8th Installment	04.01.2008	25,34,250.00	Paid
9 th Installment	05.07.2008	25,34,250.00	Paid
10 th Installment	04.01.2009	25,19,130.75 (after adjusting less area amount Rs.15,119.25)	Unpaid
11 th Installment	05.07.2009	25,34,250.00	Unpaid
12 th Installment	04.01.2010	25,34,250.00	Unpaid

And in consideration of Rs. 7,58,435/- (Seven Lacs Fifty Eight Thousand Four Hundred Thirty Five 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 lessee shall have an option to pay a lumpsum amount equivalent to 11 times of the annual lease rent i.e Rs.--/- being 27.5% of the total premium of the plot as a one time lease rent with the prior written approval of the lessor.

Leasing Project :-

[Signature]

Project

[Signature]
Date: 17/11/09
Time: 12:00 PM

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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. 26/1 pocket at sector K.P-III (IT Park) area situated in Greater Noida Industrial Development Area District, Gautam Budh Nagar contained by admeasurement 40449.841 SQM Be the same, a little more, or less, and bounded by.

Admeasurement- 40449.841 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 therein marked red.

For all practical purposes and for this lease deed, the date of execution of lease deed shall be the date for handing over possession of the plot.

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 26 day of December year 2008 except and always reserving to the Lessor -

- (a) 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 these 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.

WITNESSES (P) Ltd

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Yielding and payment thereof yearly lease rent in advance during the said term unto the lessor on the 26 Day of **December** 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. 7,58,435/- (**Seven Lacs Fifty Eight Thousand Four Hundred Thirty Five 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 @17% per annum compounded half yearly would be chargeable for the delayed period.

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 instalments, with interest at 12% p.a. on the balance premium as mentioned in Clause I above by the dates mentioned therein
- (ii) 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 @ 17% per annum compounded 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

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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 nationalized bank located in 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 then lease rent payable.
- (e) That failure to pay any installment amount as mentioned in Clause I above or an amount arising out, due to clerical error in calculation, if any, 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 shall 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 shall obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist.
- (h) That the Lessee shall 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.

Rajendra Jain
 Secretary

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- (h) The lessee shall 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 shall 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 shall 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 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 to invest a minimum of **Rs.40 crores**, excluding the land cost, in the project from the date of execution of this lease deed (100% of the minimum acceptable investment as defined in the following clause).

(o) Minimum acceptable investment for the project shall be calculated as **Rs.4.00 crores 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) Maximum ground coverage of 30% and FAR of 125
- ii) Maximum of 15% of the total allowed area / (FAR) can be allocated for Residential purpose as per SCHEDULE--II,
 -Maximum of 15% of the total allowed area / (FAR) for Commercial purpose as per SCHEDULE--II,
 -Minimum of 50% of the total allowed area / (FAR) for use of I T Industries and I T enabled services and the rest FAR can be utilised for other facilities as per SCHEDULE—II.
- iii) 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.
- iv) That the lessee shall sell the Commercial and Residential FAR in proportion to the sale of FAR of IT Industries and IT Enabled Service

For Lessee Projects (P) Ltd.

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- 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 unit. No transfer charges shall be levied by the lessor for the 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. **This transfer shall be subject to execution of a Tripartite sub lease deed on the Performa approved by the lessor.**
- 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 Tripartite sub-lease deed to be executed between the lessor, 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 authorised by him/her in this regard.

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- 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 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.

For Zestha Projects (P) Ltd.

Rajendra Tiwari

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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.

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 get the detailed building plan approved from the Lessor within eighteen months from the date of registration of plot with lessor and will be required to complete construction of first phase i.e. 40 % of the total allowed covered area within three years from the date of possession of plot.

bb) The lessee shall have to complete the construction of the whole "the project and facilities" within five years from the date of taking over possession of plot.

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.

That the lessee will keep the demised premises and the buildings:

1) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.

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- 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.

ii) 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) The lessee undertakes to abide by the following conditions within the meaning of UPIT-2004 :-

1. The lessee undertakes to abide by and fulfill the norms and standards set up by the Department of IT & Electronics, Govt. of U.P. for the setting up

Rajendra Jais

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the project of IT Industries and Call Centers as enumerated above to claim exemption in Stamp Duty on this first instrument i.e. lease deed with GNIDA.

2. The Lessee has to obtain approval of the Development and Building Plan within 18 months from the date of registration for allotment of land from lessor.

3. The Lessee has to construct 40% of the total permissible covered area on the allotted plot within 3 years from the date of possession of plot and also has to complete remaining construction within 5 years from the date of possession of plot.

4. The lessee unequivocally agrees that in view of the fact that he/she is availing the benefit of 100% exemption of payment of Stamp Duty chargeable in respect of this instrument (i.e. Lease Deed) executed with the lessor and the period of construction will commence and complete as stated in this instrument as set out in clauses II (dd) 2 and 3 above within the meaning of the said G.O. KN-5-305 / 11-2005-500 (136) – 2003 dated 19th jan 2005 3014/76-6-05/500(40)/2000 dated 19-12-2005 & No. 2168/78-2-2005 48 I.T./dated 30-12-2005.

5. The Lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the Department of I.T and Electronics, Govt. of U.P. in mentioned G.O. dated 30.12.2005 for the setting up of the project and non/adherence to make it functional, they shall be liable to pay to Lessor the amount equivalent to the Stamp Duty as set out in clause -5 of this instrument along with interest thereon @ 18% per annum upto the date of payment for which they are claiming exemption in terms of the G.O. NO. 3014/77-6-05-500(40)/2000 dated 19.12.2005 and 2168/78-2-2005-48 IT/2005 dated 30-12-2005.

WITNESSES:
 1. *Raymond*
 2. *...*

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 1. *...*
 2. *...*

n. The lessee shall be liable to make payment of an amount equivalent to Stamp Duty levy able on this document along with interest immediately on demand and without demur upon a mere notice from lessor, on the non fulfillment of the norms and standard set out by the Department of IT & Electronics, Govt. of U.P. as enumerated above or has delayed the implementation of the project within the stipulated period. Lessor shall be sole judge of the genuineness of the demand so made and the default/ breach committed by the allottee.

del) 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:

i) Allotment being obtained through misrepresentations/suppression of material facts.

ii) Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.

iii) 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;

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

Signature of Lessee
Signature of Lessor

Signature of Lessor
Signature of Lessee

covenants & 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 within the period mentioned in clause II (n & dd) 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 and the amount equivalent to stamp duty and registration charges along with interest thereon @18% per annum for 5 year period in terms of GO KN-5-305 / 11-2005-500 (136) - 2003 dated 19th Jan 2005 3014/76-6-05/500(40)/2000 dated 19-12-2005. 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

for Zestna Projects (P) Ltd.

Signature

Signature
Greater Noida

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.

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

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. 5 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

Central Projects (P) Ltd.

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President's Act (Re-enactment with modifications) Act, 1974 (U.P.Act.No.30 of 1974).

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.

L. ग्रेटर नोएडा द्वारा जनहित में अथवा अपने प्रयोगार्थ किसी भी आर्बिट्रल सम्पत्ति को आंशिक/पूर्ण वापिस लेने का पूर्ण अधिकार रहेगा तथा तत्समय की प्राधिकरण की दर से धनराशि दी जायेगी सम्बन्धित सम्पत्ति पर यदि निमाण हुआ तो ग्रेटर नोएडा द्वारा आकलन के अनुसार धनराशि दी जायेगी।

M. ग्रेटर नोएडा द्वारा सम्पत्ति से सम्बन्धित विवरण आदि कभी भी मांगा जा सकता है जिसे देने के लिए वे बाध्य होंगे।

Greater Noida Projects (P) Ltd.

Rajendra Jain

Director

Greater Noida Projects (P) Ltd.
Dev. Authority
Greater Noida

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

[Signature]
Manager (Inst) / 27
Greater Noida Ind. Dev. Authority
Greater Noida
For & on behalf of Lessor

2. Witness

For Zestha Projects (P) Ltd.
[Signature]
For & on behalf of the Lessee
Authorised Signatory

[Signature]
VIVEK KUMAR
V. K. P. Gupta
Plt. C4F/261 Janak Puri
New Delhi

SUDHEEP ASHAWAN
V.O. 26 H.L. Aggarwal
New Delhi 98

[Signature]
10/27
Greater Noida
Greater Noida

SCHEDULE—1**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.

For Zestha Projects (P) Ltd.

Rajendra In

[Signature]
Manager (Inst)/27
Greater Noida Ind. Dev. Authority
Greater Noida

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

Other Facilities:

Specific areas which are utilised for creating Public Facilities will not constitute commercial FAR.

- Waiting and transit areas
- Areas designated for public utilities i.e.
 1. Travel Services
 2. Hospital/clinics
 3. Fire station
 4. Telephone exchange
 5. Electric sub-station
 6. Water works
- Religious building.
- Export related facilities
- Canteen
- Library
- Creche and Day Care Centre
- Operations and Maintenance by Specialised Agency
- Training Centre
- Gym for users/residents of I.T Industries and I.T enabled Services

For Zestha Projects (P) Ltd.

Rajendra Jain

Dam 4
10/1/22
10/1/22

- Health Club for users/residents of I T Industries and I T enabled Services
- Games/Entertainment Room for users/residents of I T Industries and I T enabled Services
- Banking and Financial Services
- Business Centre Conference Facilities

Residential areas:

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

- Residential uses
- Hostel
- Guest House

Staff Quarter

For Zestha Projects (P) Ltd.

S. Jeyaraj

21/07/2019

12/11/2019

LEASE DEED

This Lease Deed is being executed between Greater Noida and M/s Zestha Projects Pvt. Ltd, for Plot No. 26/1, K.P-III Greater Noida, measuring 40470 square meters, (As Per lease pian total area is 40449-841 square meters) situated at Noida under the Industrial Land Service Investment Policy 2004, of the State Government, for the purpose of establishment of information technology as mentioned in paragraph 4-2-3 of column 2 of the said schedule of notification No KN-5-305/11/2005-500 (136)/2005 Lucknow dated 19.01.2005., & amendments vide No.702/77-607-15-M-05 Dated 28/06/2007. This Lease Deed is exempted from paying stamp duty of aforesaid notification policy and Purpose. This immovable property allotted in the favour of the entrepreneur shall not be used for purpose other than the purpose described in the said Policy.

Certificate:

It is certified that this Lease Deed is being executed in favour of Lessee under the Industrial and Service Sector Investment Policy-2004 of the State Government of U.P. The immovable property so leased out shall have to be used for a purpose for setting I.T and I.T. enabled unit only and not for any other purpose as described in the said policy and above-mentioned Notification dated 19.01.2005 & amendments vide No.702/77-607-15-M-05 Dated 28/06/2007.


DISTRICT MAGISTRATE
Gautam Budh Nager
(As Witness)