



उत्तर प्रदेश UTTAR PRADESH

F 215676

Cash Certificate in M/S Assotech Contracts (India) Ltd. A-354 Sector-19 Noida

favour or in pursuance of the order of the Collector No. Memo. Dated 02/05/06

Passed under section 10-A of the Stamp Act. It is certified that an amount of

Rs. 40,15,4000 = 00 (In Words) Rs. Four crore one lac fifty four thousand only,

has been Paid in Cash as Stamp duty in respect of this instrument in the State

Bank of India/Chief Treasury at S.B. Noida

by challan No. 07 Dated 15/05/2007

A Case Dated.....

Officer incharge

SY Chief Treasury Officer (Gautam Budh Nagar, Noida)

15/05/2007

Attached with hand deed of plot HO- D-3A Sector-44 NOIDA

बारे पी० गोबिल
वहावर विधि बहिष्कार
कायदा

For Assotech Contracts (India) Ltd.

Authorized Signatory

M. C. BHARDWAJ
ASSP. Law Officer
NOIDA

350 001

1 MAY 2007

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रैगिस्ट्रार

* भौतिक/वीडियो प्रमाण नगर *

M/s Abbotech Contracts (India) Ltd.
A-354 Sec-19 Noida.




LEASE DEED


This Lease Deed made on 15th day of May 2007 between the New Okhla Industrial Development Authority, a body corporate constituted under Section 3 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 ASSOTECH CONTRACTS (INDIA) LTD, 148-F, POCKET IV, MAYUR VIHAR PHASE-I DELHI 91** through its Authorised signatory **SH VISHAL MOHAN SHARMA S/O LATE SH T P SHARMA** duly authorized by the board of Directors vide Resolution dated 01/05/2007 (hereinafter called the Lessee which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns of the other part.)

For Assotech Contracts (India) Ltd.


Authorized Signatory




बारे पो गाव
वहायक विधि अधिकारी
नोडा


M. C. BHARDWAJ
Asstt. Law Officer
NOIDA



152,181,360.00 पट्टा विलेख (90 वर्ष) 5,000.00 80 5,080.00 4,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
श्री/श्रीमती नोएडा वि० प्रा० द्वारा एम.सी.भारद्वाज, ए.एल.ओ.

पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी सै० 6, नोएडा

अस्थायी पता उक्त

ने यह लेखपत्र इस कार्यालय दिनांक 15/5/2007 समय 7:13PM

बजे निबन्धन हेतु पेश किया।


M.K.SAXENA

उप निबन्धक (प्रथम)

नोएडा

15/5/2007

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

पट्टा दाता

श्री/श्रीमती नोएडा वि० प्रा० द्वारा एम.सी.भारद्वाज,
ए.एल.ओ.

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी सै० 6, नोएडा

पट्टा गृहीता

श्री/श्रीमती मै० एशोटेक कोन्ट० इण्डिया लि० द्वारा
विशाल मोहन शर्मा

पुत्र/पत्नी श्री पुत्र स्व० टी.पी.शर्मा

पेशा नौकरी

निवासी 148-एफ, पाकेट-4, मयूर विहार-1,
दिल्ली-91

श्री/श्रीमती नोएडा वि० प्रा० द्वारा आर.पी.गोविल,
ए.एल.ओ.

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी सै० 6, नोएडा



WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and development by the Lessor for the purpose of setting up an urban and industrial township.

ANDWHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing residential building according to the set backs and building plan approved by the lessor.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

This in consideration of the premium of Rs.45,21,81,360.00 (Rupees Forty Five Crore Twenty One Lacs Eighty one Thousand Three Hundred & Sixty only) out of which Rs. 18,08,72,544.00 (Rupees Eighteen Crore Eight Lacs Seventy Two Thousand Five Hundred & Forty Four only) have been paid by the Lessee to the lessor (the receipt whereof the lessor both hereby acknowledge) and balance Rs 27,13,08,816.00 (Rupees Twenty Seven Crore Thirteen Lacs Eight Thousand & Eight Hundred Sixteen only) is to be paid by the lessee in the manner hereinafter provided installments on the dates specified below along with installments @ 11%p.a. compounded every half yearly from the date of allotment, on the timely payment. If the lessee fails to deposit installments with interest by the specified dates, the interest on default amount for delayed period shall be charged @ 14% p.a. compounded half yearly instalments are payable as schedule given below.

For Assotech Contracts (India) Ltd.

Authorized Signatory

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बार० पी० गोबिन्द
सहायक विधि अधिकारी
नोडल

M. G. BHARDWAJ
Asstt. Law Officer
NODAL

ने निष्पार्दन स्वीकार किया ।

जिनकी पहचान श्री चन्द्र किशोर सिंह

पुत्र श्री पुत्र आर.डी.सिंह

पेशा नौकरी

निवासी ए-347/15, कृष्णा कालोनी, फरीदाबाद

व श्री सूर्यमान

पुत्र श्री पुत्र स्व० पी.एल.यादव

पेशा नौकरी

निवासी 22-सी, ब्लाक-डी-4, से० 82, एलआईजी फ्लैट, नोएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



M.K.SAXENA

उप निबन्धक (प्रथम)

नोएडा

15/5/2007



For Assisted Countries

SL NO	DUE DATE	INSTALMENT
1	13.08.2007	33913602.00+Interest
2	13.02.2008	33913602.00+Interest
3	13.08.2008	33913602.00+Interest
4	13.02.2009	33913602.00+Interest
5	13.08.2009	33913602.00+Interest
6	13.02.2010	33913602.00+Interest
7	13.08.2010	33913602.00+Interest
8	13.02.2011	33913602.00+Interest

The amount deposited by the allottee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the allottee contrary to this will be entertained.

EXTENSION OF TIME

1. Extension for depositing reservation money, allotment amount shall not be allowed under any circumstances. In case of default, the allotment offer will be cancelled without any further notice and the amount equivalent to registration money shall be forfeited. Extension can be given only for payment of installments under clause G(3)
2. All payments should be remitted by due date. In case the due date is a bank holiday then the allottee ensure remittance on the next working day. In exceptional circumstances the time of deposit for the payment of due amount may be extended by the Chief Executive Officer of the Authority. However, in such cases of time extension, interest @ 14% per annum compounded half yearly shall be charged on the outstanding amount for such extended period. Extension of time, in any case, shall not be allowed for more than

For Assotech Contracts (India) Ltd.

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पट्टा दाता

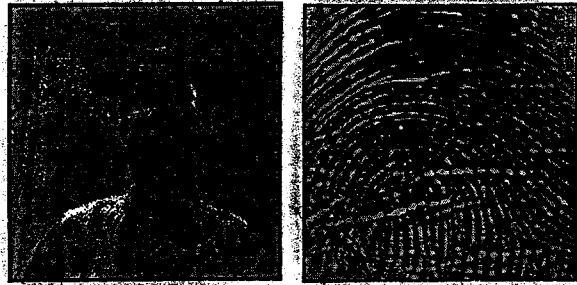
Registration No 1609

Year : 2007

Book No. 1

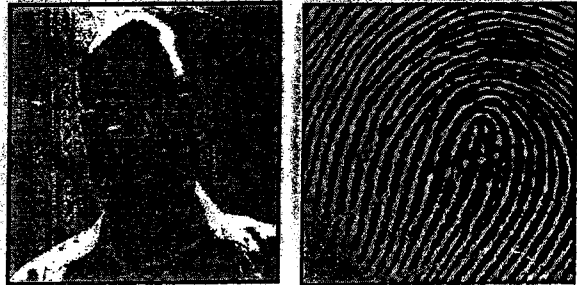
0101 नोएडा वि० प्रा० द्वारा एम.सी.भारद्वाज, ए.एल.ओ.

से० 6, नोएडा
नौकरी



0102 नोएडा वि० प्रा० द्वारा आर.पी.गोविल, ए.एल.ओ.

से० 6, नोएडा
नौकरी



60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule. This provision will not apply in case of registration money, reservation and allotment money.

3. All payment should be made through a demand draft/pay order drawn in favour of NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY and payable at any scheduled bank located in New Delhi/Delhi/Noida.
4. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
5. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid, observed and performed, the Lessor both hereby demise on lease to the Lessee that plot of land numbered as Group Housing Plot No. D-003A, Sector 44 in the New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar (U.P.) contained by measurement 14331.76 sq. mtrs. Be the same a little more or less and

bounded:	On the North by	:	as per site
	On the South by	:	as per site
	On the East by	:	as per site
	On the West by	:	as per site

For Assotech Contracts (India) Ltd.



[Signature]
Authorized Signatory

[Signature]
M. C. KHANDELWAL
Asstt. Secy. (Genl.)

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नियम

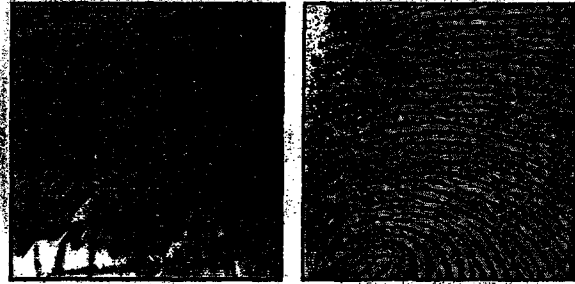
पट्टा गृहीता

Registration No. 1609

Year : 2007

Book No. 1

0201 मै0 एशोटेक कोन्ट0 इण्डिया लि0 द्वारा विशाल मोहन शर्मा
पुत्र स्व0 टी.पी.शर्मा
148-एफ, पाकेट-4, मयूर विहार-I, दिल्ली-91
नौकरी



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

I) TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances upto the lessee for the term of 90 (ninety) years commencing from 15.5.2007 except and always reserving to the Lessor.

a) 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.

b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot 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 enjoy the same without providing or leaving any material support for the surface of the residential plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final binding on the Lessee.

For Assotech Contracts (India) Ltd.



[Signature]
Authorized Signatory

G. BHARADWAJ
Asstt. Law Officer
NOIDA

[Signature]
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सहायक विधि अधिकारी
नोडा





II) AND THE LESSEE DOH HEREBY DECLARE AND
CONVENANTS WITH THE LESSOR IN THE MANNER
FOLLOWING:

a) 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 as indicated below:-

1% of the total premium for the first 10 years and after 10 years lease rent may be enhanced by the Authority from time to time whenever Authority deems necessary as per terms of brochure. This extent of enhancement shall not be called in the question by the lessee. In case of default in payment of advance lease rent, the interest @ 14% per annum compounded at every half year on the overdue amount shall also be payable. The lessee may exercise the option for depositing lumpsum one time lease rent equivalent to 11 times of present amount of lease rent.

b) The Lessee shall be liable to pay rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the

For Assotech Contracts (India) Ltd.



[Signature]
 Authorized Signatory

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defaulted amount for delayed period. In case of lessee fails to pay the above charges it would be obligatory on the part or its members to pay proportional charges for the allotted areas.

c) The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the lessor. Further transfer/sub lease shall be governed by the transfer policy of the Authority.

i) Such allottee should citizen of India and competent to contract.

ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.

iii) The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction of sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment of the full premium of the plot to the Authority. However after making payment of the full premium of the plot to the Authority permission for transfer of built up flats or to part with

For Assotech Contracts (India) Ltd.



Authorized Signatory

M. K. [Signature]
Asst. Law Officer
Noida

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For Approval/Consent (Indis) 107

Authorized Signatory

possession of the whole or any part of the building constructed on the authority and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The lessee will also be required to pay transfer charges as the policy prevailing at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite lease deed which shall be executed in a form and format as prescribed by the lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made full payment of the plot premium, interest and one time lease rent.
- b) The Lessee has obtained building occupancy certificate from Building Cell, NOIDA.
- c) The Sub-Lessee undertake to put to use the premises for the residential use only.
- d) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between lessor, lessee and proposed transferee (sub-lessee).

For Assotech Contracts (India) Ltd.

Authorized Signatory

M. C. BHARDWAJ
Sole. Law Officer
NOIDA

बारे पी० गा०
सहायक निधि बांधकाम
कार्य



For the Director
General of Ordnance
and Stores
Government of India

For Assistant Controller (India) Ltd

Authorized Signatory

The Lessee/ sub lessee shall also ensure adherence to the building regulations and directions of the lessor. The lessee as well as sub lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the lessor/ Government of U.P.

The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-lessee shall be allowed without any transfer charges but sub lease deed will be executed between the lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats will be permitted to be given after execution of sublease deed. Every sale done by the society shall have to be registered before the physical possession of the flat is handed over.

- e) A preliminary layout plan shall be submitted by Lessee showing the area/location of such allottee and details of road/part and other facilities to be provided within the plot. In case the proposed layout plan required some

For: Megatech Contracts (India) Ltd.

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For Assistant Controller (India) File

Authorized Signatory

modifications as per the buildings bye laws at the time of allotment, the same shall be modified as per the building byelaws of the Lessor at the time of allotment, the same shall be modified by the lessor and binding upon the lessee (sub lessee).

The Lessee is required to submit building plan for approval within 3 months from the date of possession and shall start construction within 6 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The lessee be required to complete the construction of Group Housing Pocket on allotted plot within 3 years from the date of execution of lease deed as per approved lay out plan and get the occupancy certificate from the office of the Building Cell of the Lessor.

- f) The lessee shall be required to complete the construction of Group housing pocket on allotted plot within 3 year from the date of execution of lease deed as per approved layout plan and get the occupancy certificate from the office of Building Cell of the lessor.
- g) All the peripheral/external development works as may be required to be carried out upto allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage

For Assotech Contracts (India) Ltd.

Yash Kumar
Authorized Signatory

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For Assotech Contracts (India) Ltd.



Authorized Signatory

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सहायक निधि बांधकाम
अधीक्षक





सत्यमेव जयते

For Asst. Secy. (Tech) (Inds) E.O.

Authorized Signatory

will be provided by the lessor/authority 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.

h) Without prejudice to the Authority's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum of another three years only with penalty as under:

- For first year the penalty shall be 4% of the total premium
- For second year the penalty shall be 5% of the total premium
- For third year the penalty shall be 6% of the total premium
- Extension for more than three years as stated above will not be permitted under any circumstances.

i) That in case the lessee does not construct building within the time provided for above, the allotment/deed of lease as per the case may be shall be liable to be cancelled and his interest in the property will be determined.

MORTGAGE:

The lessee may, with prior permission of the Authority/Lessor, mortgage the land to any Government recognized institution for raising

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Authorized Signatory

loan for the purpose of financing his investment in the project or to issue NOC to mortgage the said land to facilitate the housing loans of the financial purchasers subject to such terms and conditions as may be decided by the Authority at the time of granting the permission.

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


The Authority'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 by or through execution of decree of insolvency/court.

Any change in the above shall be binding on the lessee/sub lessee.

For Assotech Contracts (India) Ltd.


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वहायत निधि बधिकारी
नोडा



NODA



For Assotech Contracts (Indus) Ltd
Authorized Signatory

For Assotech Contracts (Indus) Ltd
Authorized Signatory

TRANSFER OF PLOTS

The transfer of allotted group housing plot, as a whole will not be allowed under any circumstances. However, individual dwelling unit flat will be transferable with prior approval of the Authority as per the following conditions:-

- (i) The dues of NOIDA towards cost of land shall be fully cleared before realizing full payment and/or executing of sub-lease deed of the flat.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate by lessee.
- (iv) The sub lessee undertakes to put to use the premises for the residential use only.
- (v) The lessee has obtained building occupancy certificate from Building Cell Noida.
- (vi) First sale/transfer of a flat to an allottee shall be through a sub-lease/lease deed to be executed on the request of the lessee in writing.
- (vii) No transfer charges will be payable in case of first sale (original booking) however, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.

For Assotech Contracts (India) Ltd.



Authorized Signatory

बार० पी० नोबल
सहायक निधि अधिकारी
नोडा



सत्यमेव जयते
भारत सरकार

For Asotech Controls (India) Ltd.

Authorized Signatory

MISUSE, ADDITIONS, ALTERATIONS ETC.

The lessee shall not use the flat for any purpose other than residential. Sub division or amalgamate of group housing plot or flats shall not be permitted.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Authority/lessor.

The lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor except in accordance with the terms of such permission in writing, if any, approved by the Lessor, in that behalf and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be

For Assotech Contracts (India) Ltd.



Authorized Signatory

M. C. Dey

बार. पी. नाथ
प्रमाणित विधि अधिकारी
आवास





For Asst. Secy. to Govt. of U.P. (P.W.D.)

Authorised Signatory

lawful for the Lessor to cause such deviation to be corrected at the expense of allottee/lessee who hereby agrees to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

LIABILITY TO PAY TAXES

The lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the 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 allottee/Lessee for all damages directly

For Assotech Contracts (India) Ltd.

Authorized Signatory

बारे पो. नीवेस
बहायक विधि अधिकारी
कीद्वारा



For Asst. Secy. to Govt. of India

Ministry of Agriculture