

1634



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE

RUPEES



भारत IN
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उत्तर प्रदेश UTTAR PRADESH

AB 613086

CORRECTION DEED

This Correction Deed (hereinafter referred to as the "Deed") is made at this 24th day of February, 2010.

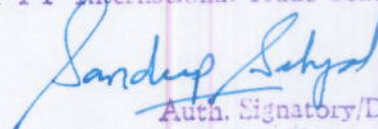
BY AND BETWEEN

1. 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 referred to as the "Lessor" which expression shall unless the context does not so admit, include its successor assigns on the **One Part**

AND


K.N. GHOSHAL
Deak Officer
New Okhla

For BPTP International Trade Centre Ltd.


Auth. Signatory/Director





भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AB 613087

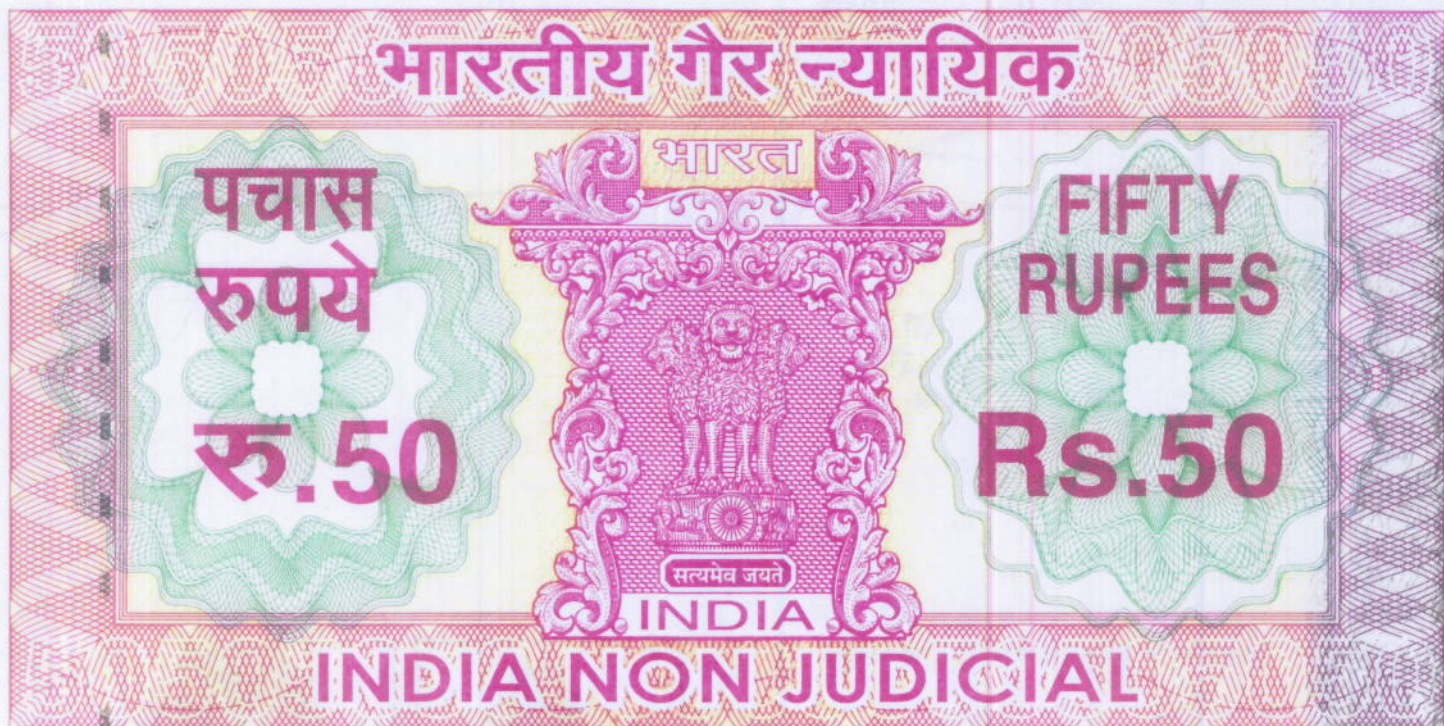
2. M/s BPTP INTERNATIONAL TRADE CENTRE LIMITED, a company within the meaning of the Companies Act, 1956 having its registered office at M-11, MIDDLE CIRCLE, CONNAUGHT CIRCUS, NEW DELHI-110001, through its Authorized Signatory SH. SANDEEP SEHGAL Aged 34 years S/o SH. KEWAL KRISHAN SEHGAL R/o L-6, PRASAD NAGAR, NEW DELHI-110005, duly authorized vide Board resolution dated 11th February, 2010 (hereinafter referred to as the 'Lessee' which expression shall, unless context does not so admit, include his/her/their/its heirs, executors, administrators, representatives and permitted assigns) of the Other Part.

WHEREAS the Lessor had given on lease to the Lessee Plot No. 2, Sector 94, Noida admeasuring approximately 85672.17 square metres hereinafter referred to as the ("Plot") vide registered lease deed dated February 9, 2009 bearing registration no. 253 book no. 1, volume 1491, pages 207 to 238 ("Lease Deed").

KN. CH. V. A. I
Prak Officer
Bharat

For BPTP International Trade Centre Ltd.

Sandeep Sehgal
Auth. Signatory/Director



उत्तर प्रदेश UTTAR PRADESH

U 545859

AND WHEREAS the Lessor had demised to the Lessee the said Plot for development of Commercial Complex for commercial activities such as shopping malls, multiplexes, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the Lessee to obtain all statutory clearances from the concerned Authorities for his functioning. Lessor shall not be responsible for any consequences arising out of failure of the Lessee to receive any such statutory clearance.

KN CHAVAN
Deputy Commissioner
MUMBAI

For BPTP International Trade Centre Ltd.

Sandesh Sehgal
Add. Secretary/Director

AND WHEREAS the Government of Uttar Pradesh vide its government order no. 1470/77-4-09-142N/08 dated October 25, 2009 ("**Government Order**") had allowed sub-division of plots in Noida.

AND WHEREAS the Lessor adopted the said Government Order in its 166th board meeting dated December 29, 2009.

AND WHEREAS in pursuance to the said Government Order the Lessee had applied for sub-division of the said Plot vide its letter dated November 23, 2009, which the Lessor had accepted and allowed the sub-division vide its letter bearing no. Noida/Vanijya/2010/187 dated February 16, 2010, and has permitted the transfer of a sub divided part of the Plot vide its transfer memorandum No. NOIDA/COMM/211 dated 22nd day of February 2010 (hereinafter referred to as the "**Transfer Memorandum**"). Now therefore, in view of the aforesaid, certain


K.N. GHAWARI
Deak Officer
Noida

For BPTP International Trade Centre Ltd.


Sandeep Sehgal
Director



amendments are required to be made in the Lease Deed for which this Correction Deed is being executed.

NOW THIS CORRECTION DEED WITNESSETH AS FOLLOWS:

1. That the Government of Uttar Pradesh vide its aforesaid Government Order had allowed for sub-division of plots in Noida.
2. That in view of the aforesaid Government Order, the Lessee vide its letter dated November 23, 2009 had applied to the Lessor for sub-division of the said Plot into two plots in the following manner:-
 - i) Plot No. 2A admeasuring 28328.07 sq. mtrs.
 - ii) Plot No. 2B admeasuring 57344.10 sq. mtrs.

K.N. GILL
Deak Officer
Noida


For B P T P International Trade Centre Ltd

Sandeep Sehgal
Authorized Signatory, Director

3. That the Lessee in its 166th board meeting held on December 29, 2009 adopted the said Government Order and allowed for sub-division of plots. In furtherance to this and the application made by the Lessee, the Lessor vide its letter bearing no. Noida/Vanijya/2010/187 dated February 16, 2010 approved the sub-division of the said Plot in the following manner:-
- i) Plot No. 2A admeasuring 28328.07 sq. mtrs.
 - ii) Plot No. 2B admeasuring 57344.10 sq. mtrs.
4. That in view of the above sub-division of the said Plot into two plots, changes in the policies of Noida, and the issuance of Transfer Memorandum permitting the Lessee to transfer the aforesaid Plot No. 2-A certain clauses of the Lease Deed needs to be amended as mentioned hereinbelow:-


K.N. GHOSH
Brak Officer
Noida

For B P T P International Trade Centre Ltd.


Auth. Signatory/Director

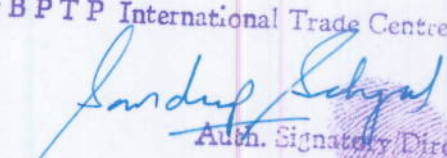
(a) It is agreed that the description of the said Plot appearing at Clause I, of the Lease Deed, be and is hereby substituted as follows:-

Plot No. 2-A	PLOT No. 2-B
Measurement: 28328.07 sq. mtrs.	Measurement: 57344.10 sq. mtrs.
Bounded on the North by: As per site	Bounded on the North by: As per site
Bounded on the South by: As per site	Bounded on the South by: As per site
Bounded on the East by: As per site	Bounded on the East by: As per site
Bounded on the West by: As per site	Bounded on the West by: As per site

(b) It is agreed that in clause II (a) the following proviso shall be added


“Provided that the provisions of this Clause II (a) shall not be applicable to the transferee of Plot 2-A” in view of above mentioned Government Order.


K. M. Chaudhary
Deputy Officer
M. D. S.

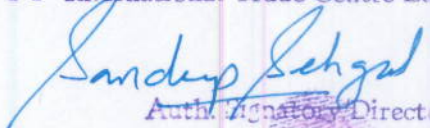
For B P T P International Trade Centre Ltd

Auth. Signatory/Director

(c) It is agreed that the first paragraph of Clause II (j) of the Lease Deed be and is hereby substituted as follows:

"The Lessee can transfer the Plot and the buildings constructed thereon either in whole or in parts with the prior permission of the Lessor, after payment of transfer charges as per the prevailing policy of the Lessor. However, the Lessor reserves the right to reject any such transfer application without assigning any reason whatsoever. The Lessee shall be entitled to sublease built up spaces either in floors or part thereof as shops, offices, serviced apartments or any other form of commercial development to sub lessees and for such transfer of built up spaces transfer charges as per the prevailing policy shall be payable."

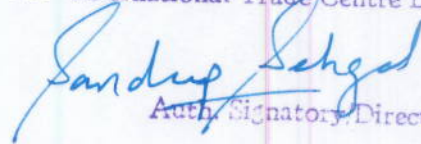

K.N. GHAVALI
Deak Officer
BPTP

For BPTP International Trade Centre Ltd.


Sandeep Sehgal
Auth. Signatory Director

5. Except to the extent specified in this Deed, all the other terms and conditions contained in the Lease Deed shall apply mutatis mutandis to the transferee of Plot No 2 A, and the Lessee and the transferee of Plot No 2 A, shall respectively be responsible for complying with all the terms and conditions of the Lease Deed/bye laws/regulations and other statutory permissions in relation to their respective plots.
6. This Deed shall form an integral part of the Lease Deed and the parties hereto agree and covenant to be bound by the terms and conditions of the Lease Deed as they stand amended by virtue of this Deed.

For B P T P International Trade Centre Ltd.


Auth. Signatory, Director



IN WITNESS WHEREOF the parties hereto have set their hands on the day
and in the year first above mentioned in the presence of:


K.N. GHAWANI
For and on behalf of Lessor

WITNESS 1

SIGNATURE:

NAME: DIGVIJAY. YADAV
S/o: SH. BHUP SINGH YADAV.
ADDRESS: HOUSE NO. 697.
SECTOR 14,
GURGAON.

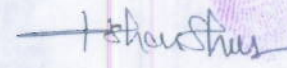


For and on behalf of Lessee

For B P T P International Trade Centre Ltd


WITNESS 2 Auth. Signatory/Director

SIGNATURE:

NAME: 
S/o: Vinod Sharma
ADDRESS: Ghazipur Patalmagan

For



onal Trade Centre Ltd.

th. Signatory/Director