

certified copy No 3204/16 Chowdhary



उत्तर प्रदेश UTTAR PRADESH

असल पर स्टांप

97AC.170363
कॉपी : 34475700/3757 (व. 47)

This Stamp Paper attached
with Certified

Copy No. 3204 of 3016

कार्यालय उपनिबन्धक नौएडा प्रथम
नकल भेज्यो 3204/16 नम
एक किला स्टाम्प पर
फोटो स्टेट धारि की गई ।

पछा -
हुन -

सचिव प्रशासिक
उप निबन्धक प्रथम
नौएडा

I 3897

3898



R.P. GONDHANKARA BAN
Asst. Insp. of Police
R.O.H.

Stamp- 34475600
10081 - 100
Total 34475700

238
274

LEASE DEED

This Lease Deed made on 31 day of May 2005 (Two Thousand and Five) 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 MAHAGUN REALTORS PVT. LTD., having its registered office at C-215, Vivek Vihar, Delhi through its Director SH. DHIRAJ JAIN son of SH. P.K. JAIN resident of C-215, VIVEK VIHAR, DELHI (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).

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

For Mahagun Realtors Pvt. Ltd.



Sh. Dhairaj Jain
Director

Compared By Reader

Examiner

Lease Receipt. Lm. 388237500/-

5000+20+40=5060=4000 A.R. 3882375-

મુદત 207 ગ્રાંટ 5/08/95 થી 31/5/05
A10 C 215 18900 1021 18900/95

31/5/05

204

31/5/05

Pravin

388237500/- ડી. ભા. પી. ગો. આ. ભા. મ.

A.L.W

ગુણિ

મુદત 207 ગ્રાંટ

આમલ અરજીમાં 5/08/95 થી 31/5/05

A10 C 215/39 નો રાશી

સુમાર રાશી 5/08/95 થી 31/5/05 રાશી
A10 K A 37 આમલ અરજી માં રાશી નો રાશી

Pravin

Pravin

31/5/05

Subhas

Kamlesh

X

Or

AND WHEREAS 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:-

That in consideration of the premium of Rs. 38,82,37,500/- (Rupees Thirty Eight Crore Eighty Two Lacs Thirty Seven Thousand & Five Hundred only) out of which Rs. 15,52,95,000/- (Rupees Fifteen Crore Fifty Two Lacs Ninety Five Thousand only) have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge) and the balance of which is to be paid by the Lessee in the manner hereinafter provided in either (8) half yearly installments on dates specified below with interest @ 10% p.a. compounded every half yearly from the date of allotment on the balance outstanding amount on timely payments.

If the lessee fails to deposit installments with interest by the specified dates, the interest on defaulted amount for delayed shall be charged @ 13% p.a. compounded every half yearly.

- | | | |
|-------|------------------------------|-------------------------|
| i) | Rs. 2,91,17,813/- + Interest | on or before 22/05/2005 |
| ii) | Rs. 2,91,17,813/- + Interest | on or before 22/11/2005 |
| iii) | Rs. 2,91,17,813/- + Interest | on or before 22/05/2006 |
| iv) | Rs. 2,91,17,813/- + Interest | on or before 22/11/2006 |
| v) | Rs. 2,91,17,813/- + Interest | on or before 22/05/2007 |
| vi) | Rs. 2,91,17,813/- + Interest | on or before 22/11/2007 |
| vii) | Rs. 2,91,17,813/- + Interest | on or before 22/05/2008 |
| viii) | Rs. 2,91,17,809/- + Interest | on or before 22/11/2008 |

For *Sanjay Kumar*

Sanjay
Director

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also in consideration of the yearly lease rent hereby reserved and the
provisions and Agreement herein contained and on the part of the
to be respectively paid observed and performed, the Lessor doth hereby
on lease to the lessee that plot of land numbered as Group Housing Plot
021A, Sector-50, in the New Okhla Industrial Development Authority, Distt.
in Budh Nagar (U.P.) contained by measurement 12750.00 sq.mtrs. be the
a little More or less and bounded:

North by :
South by :
East by : As per site
West by :

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

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 31.5.2005 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, quarries, in over & under the allotted plot and full
right and power at the time to do all acts and things which

For Mahagan Associates Pvt. Ltd

Pain
Director

may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical 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.

II) AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) Yielding and paying there fore yearly in advance during the said term unto the lessor in the month of May for each year the yearly lease rent 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 question by the lessee. In case of default in payment of advance lease rent, the interest @ 13% per annum compounded at every half year on the overdue amount shall also be payable. The lessee may exercise the option for depositing lump sum one time lease rent equivalent to 11 times of present amount of lease rent.

For Mahagan Ramana P. M. Ltd

Sain
Director

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- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment livable 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 and interest @ 13% p.a. compounded every half yearly shall be charged for the 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 allottee/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 of building bye-laws prevailing and under mentioned terms and conditions to the lessor. Further transfer/ sub-lease shall be governed by the transfer policy of the authority.
- i. Such allottee should be 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.

For Malaganan Associates Pvt. Ltd.


Director

- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment livable 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 and interest @ 13% p.a. compounded every half yearly shall be charged for the defaulted amount for delayed period. In case of lessee fails to pay the above charges it would be obligatory on the part of its members to pay proportional charges for the allotted areas.
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- i. Such allottee should be 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.

For Mahagan Incubator Pvt. Ltd


Director

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- iii. The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for 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 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 granted 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 transferring such permission of transfer.

The permission to transfer the part or the built up space will be granted 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.

For Managing Director

Rain
Director

- 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-rata 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). The Lessee/ sub-lessee shall also ensure adherence to the building regulations and directions.

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 with out 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.

- e) A preliminary layout plan shall be submitted by Lessee showing the area/location of each allottee and details of road/part and other facilities to be provided with in the plot. In case the proposed layout plan required some modifications as per the building by laws at the time of allotment, the same shall be modified as per the building by laws of the Lessor at the time of allotment, the same shall be modified by the lessor and binding upon the lessee/sub-lessee.

For Midhaguri


Director

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n) The Lessee shall keep minimum 30% of the total allotted area open for laying internal development work comprising of site clearance and leveling, construction of roads, foot paths, drains, culverts, street electrification and lighting, water supply, sewerage and road site plantation, horticulture, development of parks, adequate provision of parking space and any other item as may be desired by the Lessor according to norms and specification prescribed from time to time.

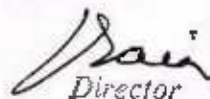
- g) The Lessee shall prepare specification of all the internal development works and submit the same for the approval of the lessor within 90 days from the date of taking over possession of the land. The Lessee shall be required to complete the construction of Group Housing pocket on the allotted plot as per their approved layout plan and get the occupancy certificate issued within 5 years from the date of Allotment. In case the lessee does not construct the group housing pocket within the time provided in the lease deed, the lease will be void and his interest in the property will be determined unless the lessee applied for extension and pay to the lessor a sum of money towards extension charges as approved by the LESSOR from time to time. The date of execution of lease deed shall be treated as date of handing over possession. FAR and ground coverage shall be applicable as per terms and conditions of brochure. The construction of Group Housing Pocket on the plot shall be carried out as per conditions mentioned in the building bye-laws of the Authority. The allottee shall obtain sanction of Layout plan/building plan from the Authority before commencement of construction and obtain Occupancy Certificate after completion of the construction from the Authority.

For Managing Director's File


Director

- h) The Lessee/sub-lessee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly the Chief Executive Officer, Noida or any officer authorised by him will have the power to get the maintenance done through the Authority and recover the amount so spent from the Lessee/Sub-Lessee. The Lessee/ Sub-Lessee will be individually and severally liable for payment of the maintenance amount. The rule/ regulation of U.P. flat ownership Act, 1975 shall be applicable on the lessee/sub-lessee.
- i) The dwelling unit/ construction on the plot shall be used for residential purpose only. No other activity shall be permitted in the dwelling unit. Other building construction for community facilities cannot be used for other than community requirements.
- j) That the lessee will obey and submit to all direction issued or regulations made by the Lessor now existing or hereinafter to exist so far as they affect the health safety or convenience of the other inhabitants or the place.
- k) That the Lessee will at his own cost construct the demised premises group housing pockets in accordance with prescribed norms, bye laws and building regulations directions as approved by the Lessor.

For Managing Director's Use


Director

- l) The Lessee shall be responsible for providing and maintenance the infrastructure within the allotted area. However, as per the standard precise the necessary infrastructure outside the periphery of the demised premises may be provided by the lessor and then its maintenance shall also rest with the lessor or with any authorised body. Condition of brochure shall be applicable for the maintenance.
- m) The Lessee shall be required to complete the construction on the plot within five years from the date of Allotment as per approved layout plan and get occupancy certificate. In case the lessee does not construct the building within the time provided in the lease deed, the lease will be void and his interest in the property will come to an end, unless the lessee applies for extension and pays to the lessor the extension charges as approved by the lessor from time to time. In the event of such determination of lease, the lessor shall be entitled to forfeit 25% of the amount deposited by the lessee and may resume possession of the demised premises provided that the lessee will be at liberty to remove construction and fixture within the time stipulated in that behalf.
- n) That the Lessee will keep the demise premises and the buildings at all times in a state of good and substantial repairs and in a sanitary conditions to be the satisfaction of the lessor.

For Manager


Director

- o) The Lessee will not make or permit to be made any other erection for the time being on the demised premises erect or permit any new building on the demised premises without the previous permission in writing by the lessor or any officer authorised by the lessor in that behalf and in case of any deviation from such terms of plan will immediately upon receipt of notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses the lessee hereby agree to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) fix in that behalf.
- p) That the Lessee shall use the demised premises only for construction of group housing pockets according to the plan approved by the lessor and in accordance with building directions or regulations formulated under provisions of U.P. Industrial Area Development Act, 1976.
- q) That the lessee will not assign relinquish mortgage, sub-let transfer or part with the demised premises or its part before or after erection of the buildings without prior approval of CEO/Chairman or any officer duly authorised by him. The lessee shall neither cause any subdivision of the demised premises by meter and bounds or otherwise nor shall amalgamate it with any other property. Provided that the lessee may mortgage the demised premises in favour of the State/ Central Govt./Financial Institution / Commercial Banks for raising loan for construction of flats and to make full payment to the Lessor. The Lessor shall have first charge upon the demised premises for the amount of unpaid premium, house rent, interest of any other dues thereon.

For Mahagan Realitors Pvt. Ltd.

Bain
Director

r) That the lessee will permit the members officers and sub-ordinates of the lessor and other employed by the lessor from time to time and at all reasonable times of the day during the said term after three days previous notice to enter into and upon the demised premises and building to be erected there upon in order to inspect the same and carry on necessary works mention before and the lessee will give notice of the provisions of this sub-clause to his/her/their/its/tenants.

s) That the Lessee will not to 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, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

t) That in case of fire, tempest, flood or violence or other irresistible force, if any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes, then the lessee shall not exercise his/her/their/ its option of determining the lease and shall not hold the lessor responsible to make good such damage.

u) The Transfer of the individual area allotted for the Directors/ Executives/ Workers within the allotted plot may be allowed as per the prevailing terms and conditions of the Lessor.

v) The Lessee/ sub-lessee/tenant shall not display or exhibit any picture poster statue or their articles which are repugnant to the morals or are indecent or immoral. The lessee/ sub-lessee/tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall or the building except which shall be constructed over the demised premises at a place specified for the purpose by the lessor in the architectural controls.

For Malagon Realtors Pvt. Ltd

Rain
Director

AND IT IS HEREBY AGREE AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING:

The Lessee shall be bound to adhere to all the terms and conditions of the lease deed. In case of breach of all/any terms and conditions of the allotment/lease hold rights of the demised premises are found or have been accrued by way of misrepresentation/ concealment/ fraud, suppression of material facts or misstatements, cancellation/ determination of the lease may be exercised and the entire money shall be forfeited and the possession of the demised premises may be resumed by the lessor. In the event of the waiver/ restoration being allowed by the lessor on account by any exceptional circumstances restoration charges will be recovered in lump sum as applicable at that time. In the event of determination of the lease deed the following consequences shall follow:-

- a) If at the time of re-entry the demised premises are not occupied by way of any building construction by the lessee thereon the lessor may re-allot the demised. Premises and refunded the payment already made by the lessee after deduction of 25% of the amount deposited.
- b) If at the time of re-entry 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 erection or building fixture charges and things which at any time and during the said terms shall have affixed or set up within or upon the said premises and leave the said premises in as good condition as it was on the date of demise. In default of the

For Manager/ Receiver/ Agent

Rain
Director

lessee doing so all such building and fixtures shall become the property of the lessor without the erections buildings fixtures and thing with a period herein before specified, the demised premises shall be re-allotted and the lessor shall refund such amounts as may work out in accordance with the principle given in clause (a) above Purchase the said erection building and fixtures upon payment to the premises as may be mutually agreed upon. Any loss suffered by the lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the lessor from the lessee.

- c) The lessor shall entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other right under any other law for the time being enforce.
- d) All notice order and other documents required under terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act of 1976) and or any rules or regulations made or directions issued there under shall be deemed to be duly served as provided under the section 43 of the Uttar Pradesh Urban Planning and Development Act 1973, as re-enacted and modification by the Uttar Pradesh President's Act (RE-enactment with modification Act U.P. Act 30 of 1974).
- e) The provision of UP Industrial Area Development Act 1976 and rules/ regulations framed under the Act or any direction issued shall be binding on the lessee.

For Managing Director

Rain
Director

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- f) All power exercised by the lessor under this lease may be exercise by the Chief Executive Officer/ Chairman of the lessor. The Lessor may also authorise any its officers to exercise all or any of the power exercisable but it under this lease Provided that the expression Chief Executive Officer/ Chairman for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the Chief Executive officer / Chairman.
- g) The cost of stamp duty and registration charges and all other incidental expenses of this lease deed shall be borne by the lessee.
- h) Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any prejudice the legal rights of the lessor.
- i) Any dispute arising with regard to this lease etc. Shall be subject to the jurisdiction of the Civil Court at Gautam Budh Nagar or the High Court of Judicature at Allahabad.
- j) The Chief Executive Officer/Chairman of the lessor reserves the rights to made such additions alterations or modification in terms and conditions form time to time as he may consider just and reasonable.
- k) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer/ Chairman of the lessor shall be final and binding on both the parties.
- l) All terms and conditions of brochure, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

For Director


Director

269

KA/16

WITNESS WHEREOF the parties have see their hands on the day and in the
herein first above

presence of :



Witnesses
Address Kamlesh
KAMLESH KHANDLWAL
D-25, SECTOR-29 (39)
NOIDA

Signed and delivered by
For and on behalf of LESSOR

2

Sushant Sharma

Witnesses
Address S. C. Sharma
Dist No. 6, KA-37
Kainagar, Ghaziabad

Signed for and behalf LESSEE
Bain
Director



Certified that this is a true and extract copy of the C

For Mangam Realtors Pvt. Ltd.

Bain
Director

For and on behalf of the LESSEE

For and on behalf of LESSOR

2

For Mangam Realtors Pvt. Ltd.

Bain
Director

291

X a X 70536 10/10-505 - 30/100/ - Mahagun
 Realtors (P) Ltd Delhi 80 अर्पित (श्री) गोबिंद पट्ट
 गंगागङ्गा Stamp duty Paid in Cash
 certificate in favour or in pursuance of the
 order of the collector memo dated (9-5-05)
 Passed under section 10A of the stamp act
 it is certified that an amount of Rs
 34475600 in words Rs three crore forty
 four lac seventy five thousand six hundred
 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.I. Noida by challan NO-24 dated
 7-5-05 A case dated — — 80 अर्पित
 (श्री) Officer in charge chief Treasury Officer
 Gautam Budge Nagar

श्री गुरु देव I 633 238 3897/3898
 31/5/2005 274
 श्री गुरु देव दिनांक
 Sd. M. K. Saxena
 श्री गुरु देव - L. श्री गुरु देव

273

क म न 02 दि 31-5-05 म 50/ - मैसरी
ब्रह्मगुण रिचलेटी जा लि 0-215 - विमल
बिहार दिल्ली एच ए. ई. (मौ) अशोक कुमार
सम्प विवेका लखन 96 नौचा जाय करण
सो नौचा

सौ पु नं. I जिल्ह 634 239 3898/3897
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Compared By Reader ✓

Photo Copy Attested

Examiner

Sub Registrar
Noida

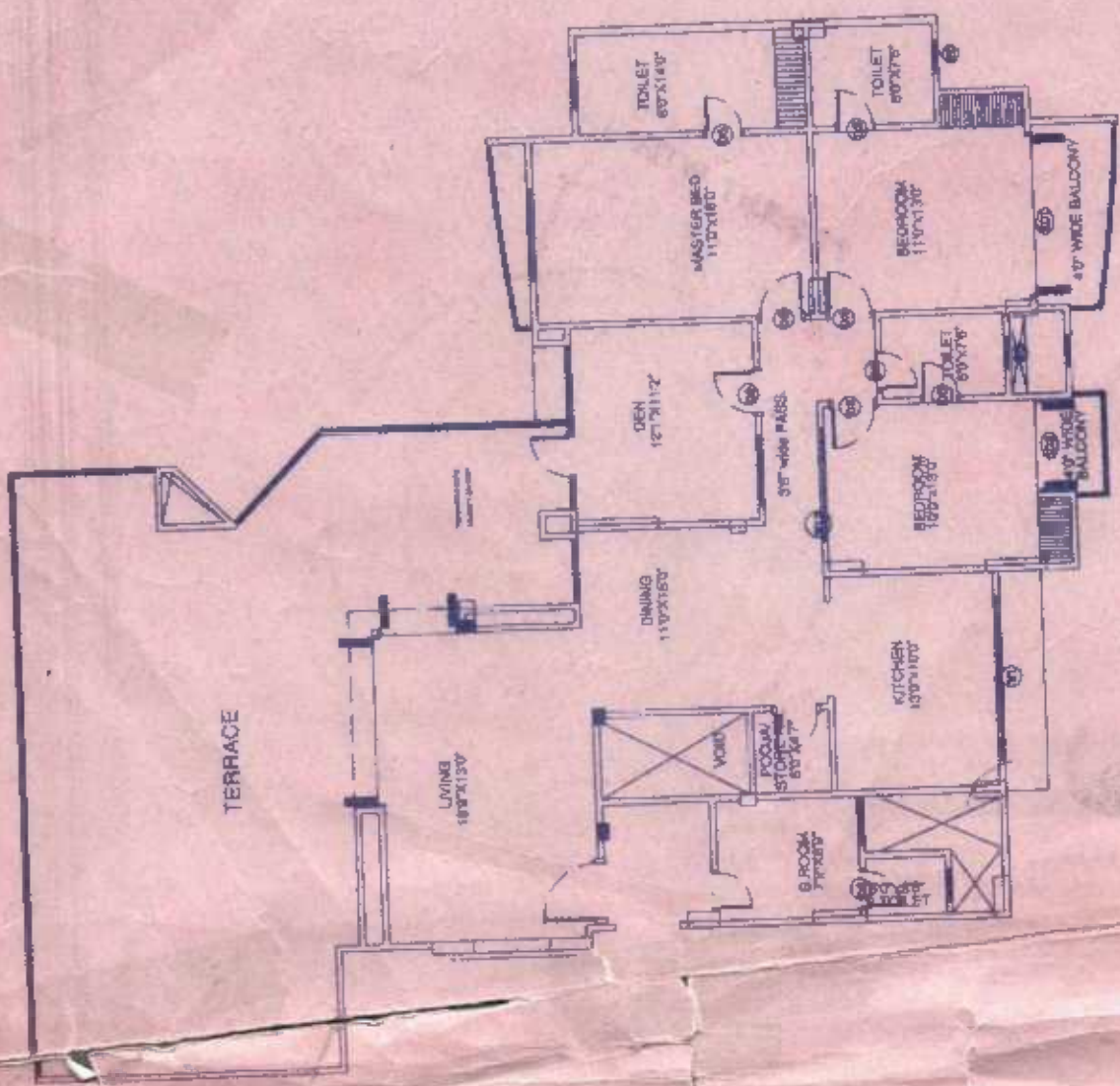
MAHAGUN REALTORS PVT. LTD.

STG BLOCK

.DOR

Authorised Signatory

FLAT No. 9/2 TYPE-P2
F-21 A, SECTOR-50 NOIDA
SUPER AREA = 2250 Sq.ft
TERRACE AREA = 890 Sq.ft



LOCATION PLAN

Per Chaudhary Overseas P.A.
VENDEE *Sunil Kumar*
Authorised Signatory