

7017

64

भारतीय गैर न्यायिक

बीस रुपये

रु. 20

Rs. 20

TWENTY
RUPEES

सत्यमेव जयते
INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

00AA 33263

Stamp Duty Paid in Cash Certificate in M/s Wellgrow Inf. Pvt. Ltd. New Del

ALLO
11/11/06

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

Passed under section 10-A of the Stamp Act. It is certified that an amount of Rs. 1,56,00,000.00 (In Words Rs. One Crore Fifty Six Lacs Only)

has been Paid in Case as Stamp duty in respect of this instrument in the State Bank of India/Chief-Treasury at S.A.I. Noida by challan No. 10 Dated 05/08/2006 A Case Dated.....



10/08/06
Officer Incharge

Sd/-
Treasury Officer
(Gautam Budh Nagar, No da)

10/08/06



leased in respect of institution

Plot No 9, Block A, Sector-132, NOIDA,
Suresh
सुरेश सिन्हा
विधि अधिकारी
For Wellgrow Infotech P
Bunty
Director



0 AUG 2006
 किये गये
 स्थिति
 किया गया
 कोषधर/वीरम सुन्दर

Wellgrow Infotech Pvt
 Ltd.
 New - Delhi



Wellgrow Infotech Pvt. Ltd.
 New Delhi

दिल्ली
 नया

LEASE DEED

This Lease Deed made on this 23rd day of August in the year Two Thousand Six between New Okhla Industrial Development Authority, a body corporate constituted under section 3 of U.P. 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 of the **first part** and **M/s WELLGROW INFOTECH PRIVATE LIMITED**. A company within the meaning of company act 1956 having its registered office **E-14/7, VASANT VIHAR NEW DELHI**, through its Director **SHRI VIKAS BAJAJ S/O SHRI P. L. BAJAJ R/O A-10C, MANSAROVAR GARDEN, NEW DELHI**, hereinafter called **Lessee** which expression shall unless the context does not so admit includes its successors, administrators, representatives and permitted assignees of the **other part**.

WHEREAS the demised plot (hereinafter described) for part of land acquired by the Lessor under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up of an Urban and Industrial Township.

AND the Lessor has agreed to demise and the Lessee has agreed to take on lease the demised premises on the terms and conditions hereinafter appearing for the purpose of constructing and setting up a **Software IT Unit Call Centre, IT Enabled Services** according to bye-laws and other Building Plans approved by the Lessor, on the terms and conditions hereinafter contained.

WHEREAS the lessor allotted 40508 Sq mtrs of land in Sector-132, Noida Vide allotment Letter No **NOIDA/instit/05/3089 dated 15.6.2005** for Development of **Software IT Unit Call Centre, IT Enabled Services** on the detailed terms and conditions set out in the said allotment letter and the allottee is required to have lease deed of the allotted land signed and executed in their favour;

For Wellgrow Infotech Pvt. Ltd.

Sunil Saha

सुनील सिन्हा
विधि अधिकारी
नॉएडा

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Director/Auth. Sign



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पट्टा विलेख

(90 वर्ष)

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5,040.00

2,000

श्री / श्रीमती सुनील सिन्हा एल0ओ0
पुत्र / पत्नी श्री
पेशा नौकरी
निवासी स्थायी नोएडा प्राधिकरण
अस्थायी पता नोएडा प्राधिकरण
ने यह लेखपत्र इस कार्यालय में दिनांक 23/8/2006 समय 5:36PM

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री / श्रीमती सुनील सिन्हा एल0ओ0

पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी नोएडा प्राधिकरण

अस्थायी पता नोएडा प्राधिकरण

ने यह लेखपत्र इस कार्यालय में दिनांक 23/8/2006 समय 5:36PM

बजे निबन्धन हेतु पेश किया।

Sunil Singh



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उप-निबन्धक द्वितीय
नोएडा
23/8/2006

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

पट्टा दाता

श्री/श्रीमती सुनील सिन्हा एल0ओ0

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी नोएडा प्राधिकरण

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री

पुत्र श्री पी0सी0गुप्ता

पेशा व्यापार

निवासी सी-13, सै0-12, नोएडा

व श्री अंभूज अग्रवाल

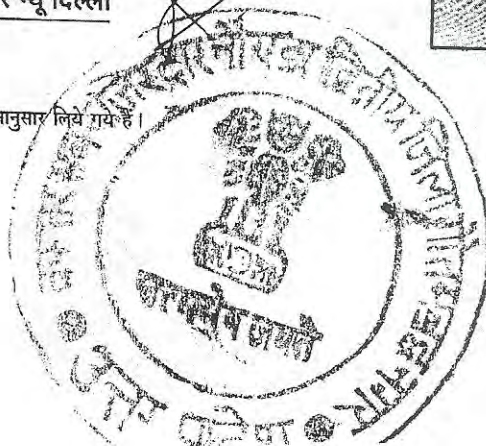
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पेशा व्यापार

निवासी ई-14/17, बसन्त विहार न्यू दिल्ली

ने की।

प्रत्यक्षतः मद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



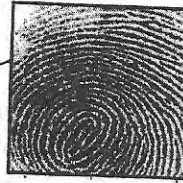
पट्टा गृहीता

श्री/श्रीमती विकास बजाज

पुत्र/पत्नी श्री पी0एल0बजाज

पेशा व्यापार

निवासी ए-10सी, मानसरोवर गार्डन न्यू दिल्ली



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नोएडा
23/8/2006

AND WHEREAS the Government of U.P. Vide G. O. No KN-05-305/11-2005-500 (136) 2003 Dt. 19.01.2005, 3014/76-6-05/500 (40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005 under the Industrial and Services Sector Investment Policy 2004 has granted exemption from payment of Stamp Duty and Registration Charges payable on execution of lease of land inter-alia for setting up IT & IT subject to compliance of the norms and standards set up by the concern Department of Govt. of U.P. dealing with the project of IT & Electronics;

AND WHEREAS the Department of IT & Electronics, Government of U.P., has issued an order No KN05-305/11-2005-500 (136) 2003 Dt. 19.1.2005, 3014/76-6-05/500 (40) /2000 dt. 19-12-05 & 2168/78-2-05/46 IT / 2005 dated 30.12.05 and fixed the norms and standards for claiming exemption of Stamp duty;

~~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 allotted land.~~

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

1. That in consideration of the total premium of Rs. 15,28,77,192/- (Rupees Fifteen Crore Twenty Eight Lacs Seventy Seven Thousand One Hundred Twenty Two only) towards the Land premium calculated @ Rs. 3774/- per sq mtrs. Out of which 30% i.e. 4,59,37,128/- (Rupees Four Crore Fifty Nine Lacs Thirty Seven Thousand One Hundred Twenty Eight only) has been paid by the lessee to the lessor the receipt where of the lessor hereby acknowledges and balance Rs 10,69,40,064/- (Rupees Ten Crore Sixty Nine Lacs Forty Thousand Sixty four only) shall be paid to the lessor in ten half yearly equal installment alongwith interest @ 12% per annum compounded half yearly as per the following :

| | |
|------------------------------|--|
| 1 st Installment | Rs. 1,06,94,007/- + Interest on or before 14/12/2005 |
| 2 nd Installment | Rs. 1,06,94,007/- + Interest on or before 14/06/2006 |
| 3 rd Installment | Rs. 1,06,94,007/- + Interest on or before 14/12/2006 |
| 4 th Installment | Rs. 1,06,94,007/- + Interest on or before 14/06/2007 |
| 5 th Installment | Rs. 1,06,94,007/- + Interest on or before 14/12/2007 |
| 6 th Installment | Rs. 1,06,94,007/- + Interest on or before 14/06/2008 |
| 7 th Installment | Rs. 1,06,94,007/- + Interest on or before 14/12/2008 |
| 8 th Installment | Rs. 1,06,94,007/- + Interest on or before 14/06/2009 |
| 9 th Installment | Rs. 1,06,94,007/- + Interest on or before 14/12/2009 |
| 10 th Installment | Rs. 1,06,94,007/- + Interest on or before 14/06/2010 |

Sunil Saha

सुनील सिन्हा
बिबि अधिकारी
मौदडा



For Wellgrow 2010tech Pvt. Ltd.

Bijoy
Director/Auth. Sign

पट्टा दाता

Registration No.: 7017

Year : 2006

Book No. : 1

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If the Lessee fails to deposit installments with interest by the specified dates the interest on defaulted amount for delayed period shall be charged @ 15% p.a. compounded every half yearly on the defaulted amount for the defaulted period.

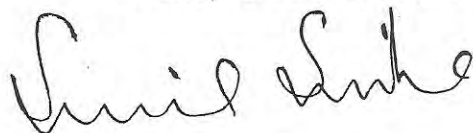
2. The lessor hereby gives the demises and lease unto Lessee the demised plot for a period of 90 years commencing from the due date or actual date of execution of lease deed where ever is earlier.
3. And also in consideration of the Lease Rent paid by the Lessee and covenants, provisions and agreements herein contained and to be performed by the Lessee and the Lessor. Both hereby demise and lease unto Plot No. 09, Block-A, situated at Sector-132, in the New Okhla Industrial Development Area, District Gautam Budh Nagar U.P. contained by measurements of 40508 sq. mtrs. bounded as follows:-

ON THE NORTH
ON THE SOUTH
ON THE EAST As per site
ON THE WEST

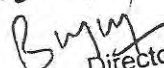
AND which said plot is referred in this Lease Deed as the Demised plot and is more clearly delineated and shown in the attached plan. Lessee shall hold the Demised premises with its appurtenances unto lease for the term of 90 years commencing from the due date /actual date for execution of Lease Deed, whichever is earlier of the plot, except and always reserving to the Lessor, the following:-

- (a) A right to lay water mains drains, sewer or electric wires under/above the demised plot fir deemed necessary by the Lessor in developing the same.
- (b) Full right and title to mines and minerals in and under the Demised plot or any part thereof.

In addition to the premium of plot lease rent for the lease period of 90 years each year in advance on 22nd August @2.5% per annum of the total premium i.e. equivalent to of Rs. 38,21,930/- (Rupees Thirty Eight Lacs Twenty One Thousand Nine Hundred Thirty only)



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विधि अधिकारी
नीएडा

For Wellgrow Infotech Pvt. Ltd.

Director/Auth. Sign



पट्टा गृहीता

Registration No. : 7017

Year : 2006

Book No. : 1

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व्यापार




to be paid by the lessee. In case of default of payment of Lease Rent, interest @ 15% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years. The amount of lease rent enhanced would not be more than 50% of the amount last fixed. A supplementary deed will be executed by the Lessee if the lease rent is revised.

4. The lessee shall use the plot for the setting up of their **Software IT Unit Call Centre, IT Enabled Services.**
5. The Lessee shall be liable to pay all rates, local taxes, charges and assessment by whatever name called for every description in respect of the demised plot and/or building constructed thereon assessed or imposed from time to time by Local or other Authority./State/Central Government/ The Lessor.
6. That the Lessee will obey and submit to all directions or regulations made by the Lessor now existing or hereafter to exist so far as the same and incidental to the possession of immovable property or so far as the health, safety or affect conveyance of the other inhabitant of the surrounding area.
7. That the lessee will at their own cost construct a building on the demised plot as per floor area ratio (F.A.R.) as applicable in accordance with the prescribed by-laws, plans and building regulations.

The building will be constructed by the Lessee as per building direction and bye-laws of the Authority. It shall be the responsibility of the Lessee to get the allotted plot inspected by the authorized officers appointed by the Lessor. The lessor shall write/contact the Building Cell Department of the Lessor first during the time of construction of basement and second after completion of Plinth level, third after completion lintel level.

The Lessee will not make any unauthorized construction on the plot and if so it will be removed/ demolished by the Lessor at the risk, cost and responsibility of the Lessee. It shall be treated as breach of terms and conditions of buildings bye-laws and lease deed.

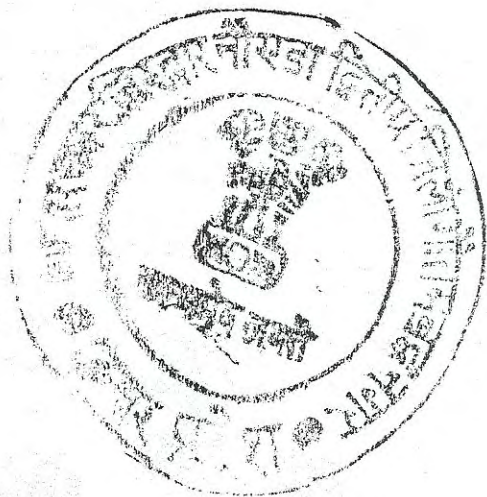


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विधि अधिकारी
नीएडा



For Wellgrow Infotech Pvt. Ltd.


Director/Auth. Sign



8. The lessee undertakes to abide by and fulfill the norms and standards set out by the Department of IT & Electronics, Government of U.P. for the setting up of the project of Software IT Unit Call Centre, IT Enabled Services as enumerated above.
9. That the lessee will complete construction and obtain occupancy certificate from the building cell department within the validity period of the approved building plans and put the same in operation as per plans approved by the lessor and as per provisions of clause No 13 of this lease deed for allotment and cancellation of plot. In case such allottee/ lessee who are interested to avail exemption of stamp duty has to obtain approval of Development plan within 18 months from the date of registration of Lease Deed from the competent authority of the lessor and complete the 40% of the total permissible covered area on the allotted plot within 3 years from the date of handing over of possession and also have to complete whole construction within five years from the date of handing over of possession.

In the event of lessee's not complying with above clause Bank Guarantee submitted by the lessee will be invoked and encashed.

Provided that the lessee has the option of availing exemption from stamp duty shall execute an Agreement and submit Bank Guarantee as per provision of Government order No KN-05/305/11-2005-500 (136) 2003 Dt. 19.01.2005, 3014/76-6-05/500 (40) /2000 dt. 19-12-05 & 2168/78-2-2005/46 IT / 2005 dated 30.12.2005

The lessee is not willing to avail the benefit of exemption of stamp duty vide undertaking dt 23/8/2006. For Wellgrow Infotech Pvt. Ltd.

Sumil Singh

सुनील सिन्हा
विधि अधिकारी
नौएडा



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Director/Auth. Sign

LIST OF DIRECTOR AND SHARES
HOLDERS AS PER RECORD

- ① Mr Vikas Bajaj Director
- ② Mr Nikhil Tandon Director

List of Share Holders

- ① M/s Agarni Leasing and Finance Ltd 2500
- ② M/s Shreevatsaa Finance and Leasing Ltd 400
- ③ M/s Rishi Softech Pvt Ltd 100
- ④ Mrs Sureena Uppal 2500

For Wellgrow Infotech Pvt. Ltd.

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- 13.A. The allottee/ lessee will complete construction and obtain occupancy certificate from the competent authority of the lessor within the validly period of the approved building plan. The lessee / Allottee shall ensure the functioning on the allotted plot as per schedule given below.

PLOT UPTO 1000 SQ. MTS.

Within two years from the actual date of possession

PLOTS ABOVE 1000 SQ MTRS BUT UPTO 2000 SQ MTRS.

Within three years from the actual date of possession

PLOTS ABOVE 2000 SQ MTRS BUT UPTO 4000 SQ MTRS

Within four years from the actual date of possession.

PLOT ABOVE 4000 SQ MTRS

Within five years from the actual date of possession.

- B. In case of non adherent to the aforementioned schedule for functioning, the cancellation of allotment and/ or determination of lease deed with forfeiture of money would be effected as per rules and the possession of the plot would be resumed by the lessor with structure thereof, if any and the allottee/ lessee will have no right to claim compensation thereof. However in exceptional circumstances an extension may be allowed by the lessor on payment of such charges and subject to terms and conditions, as deemed fit by the lessor.
- C. In the event of an extension, extension charges @ 4% of the premium would be chargeable for grant of extension for each year on pro rata monthly basis. The rate of extension charges as mentioned above may be re viewed by the lessor. In the event of extension not being granted, cancellation may be exercised following with revocation of lease deed with forfeiture amount as per then prevailing policy of the lessor in such an event the lessee will be at liberty to remove construction if any, in such eventuality. The rate of extension charges as mentioned above may be revised by the lessor/ Chief Executive officer without notice. Private grow Infotech Pvt. Ltd.

Sunil Sika

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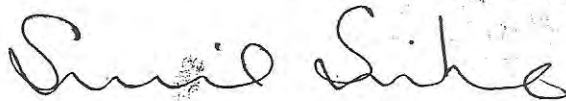
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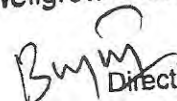
In is further classified that the provision of clause NO 9 of this lease deed shall not of applicable in respect of allotment and cancellation of plot as this clause NO 9 is applicable in cases of those lessee who one interested in availing exemption from stamp duty only.

14. That the lessee will keep the demised plot and the building therein at all time in a state of good and substantial repairs and in sanitary condition to the satisfaction of the lessor.
15. That the lessee shall not make or permit to make any alteration in or in addition to the said or their erections would be erected in terms of para 7 on the demised plot without the prior permission in writing of the lessor and except in accordance with terms of plan, approved by the lessor or any officer authorized by the lessor or if such authorized officer requiring it to correct such deviations as aforesaid shall correct it and if lessee shall neglect to correct such deviations within a period of a calendar month after the receipt of such notice to be corrected at the expenses of the lessee which expenses the lessee hereby agrees to reimburse by paying to the lessor such amount as decided by the lessor whose decision shall be final.
16. That the Lessees shall not be permitted to transfer the demised plot before making the unit functional and building constructed thereupon. However, at the discretion of CEO, the transfer may be permitted after making the unit functional and building constructed thereupon and laying transfer charges as prevailing at that time of transfer such transfer charges shall be paid to the Lessor. The decision of the Chairman/Chief Execution Officer for all purpose will be final and binding on the Lessee.
17. Notwithstanding anything contained in clause 20, the Lessee may, with the previous permission of CEO mortgage the Demised plot to any Government organisation or any Government recognized institution for raising loan for purpose of construction of the building/ functioning of the institution subject to such charges and terms and conditions as decided by the lessor at the time of granting the permission the first charges shall be of the lessor on the property.

For Wellgrow Infotech Pvt. Ltd.



सुनील सिन्हा
वर्षा अधिकारी
नॉएडा


Director/Auth. Sign





Provided that in the event of the sale of fore-closure of the mortgage or charged property, the Lessor shall be entitled to claim and recover such percentages as decided by the Lessor of the unearned increases in the value of the demised plot as aforesaid and the amount of the lessor's share of the said unearned increase shall be first charges in favour of the Lessor and having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said land shall be final and binding on the Lessee.

Provided further that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of unearned increase as aforesaid. The Lessor has 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 it by or through execution of degree of insolvency by the court.

That the lessee shall not be allowed to be rented out the allotted premises or any part thereof. The plot cannot be transferred before making the unit functional and all such actions done for transfer of the plot will be deemed as null and void ab-intio.

18. That if the Lessee obtain the demised plot by suppression of any fact or misrepresentation, mis-statement of fraud or if there is any breach of condition of the lease or if the lessee does not abide by the terms and conditions of the building rules framed by the lessor or violate any terms of the lease deed the lease may be determined and the entire money paid by lessee will be forfeited, and the possession of the Demised plot and the structure raised thereon, unless removed by the Lessee within the time specified in the notice by the Lessor, may be taken over by the Lessor and Lessee will not be entitled to any compensation.

Sunil Saha

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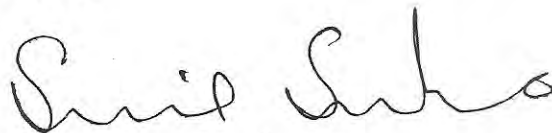


Sunil Saha
Director/Auth. Sign
For Wellgrow Infotech Pvt. Ltd.



19. That the Lessee shall use the demised plot only for the construction for the **Software IT Unit Call Centre, IT Enabled Services** according to the plan approved by the Lessor and in accordance with the building directions or regulations formulated under the provision of U.P. Industrial Area Development Act, 1976 and for no other purpose without the consent of the Lessor and subject to such terms and condition as the lessor may imposed and the Lessee will not do, or suffer to be done, on Demised plot or any part thereof anything which may not do or suffer to be done on demised plot or any part thereof any thing which may be or grow to be a nuisance, damage or cause annoyance or inconvenience to the lessor or the owner or occupier of the plot in the neighborhood, provided that the part of the building so constructed may be used by the Lessee for the normal watch and ward staff, so however that such accommodation shall be commensurate with the need.
20. That the Lessee will not assign, relinquish, sublet, transfer or part with the possession of any portion of the Demised plot and building thereof or cause any subdivision thereof. The Lessee will have In house vehicle parking within the premises.
21. Even if permission is granted by the lessor for transfer assignment mortgage or subletting of the whole demised plot or building or both shall be subject to and the transferee assignee or the sub lessee shall be bounded all convenience and conditions herein contained and be answerable to the lessor in all respect thereof.
22. Provided always that the lessee, or transferee or permitted assignees, as the case may be assign, relinquish mortgage sublet, or transfer the Demised premises and Building thereon as a whole on the said terms after prior and written permission of the Lessor and it will deliver, as its own expenses, to the lessor or at the Lessor's officer, attested copy of the assignment, relinquishment, mortgage, sub-letting or transfer deed together with notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other law relating to such registration and for the time being in force.

For Wellgrow Infotech Pvt Ltd.



सुनील सिग्हा
विधि अधिकारी
नोंडा


Director/Auth. Sign





23. That the Lessee will permit the Members, officers and sub ordinates of the Lessor and workers and other persons employed by the Lessor from time to time, and at all reasonable times of the day, with prior intimation to enter into and upon the Demised plot and building to be erected thereon in order to **inspect the same and carry on necessary works mentioned before and lessee will notice of the provisions of this sub clause to his /her/their/its tenants.**
24. That the Lessee will not erect or permit to be erected on any part of the demised plot any stables sheds or other structure of descriptions whatsoever for keeping horse cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
25. That the Lessee shall not exercise its option of determining the lease nor hold the lessor responsible to make good the damage if any fire, tempest, flood or army or a mob or other irresistible force any material part of the demised premises is wholly non partly destroyed or rendered substantially or permanently unfit for building purposes.
- (A). That the lessee shall keep the lessor indemnified against any or all claims for damages which may be caused to any property belonging to lessee/ others in consequence of the execution of the aforesaid works as specified below or otherwise and also against claim for damages of the lessee or his workman or representative.
- a) Injures or destroys any building or part thereof or their structure continuous or adjacent to the demised premises.
- b) Keep the foundation, tunnels or other pits on the demised premises upon or exposed to weather causing any injury to continuous or adjacent building or
- c) Digs any pits near the foundation of any building thereby causing any injury or damage to such building.
- d) The damages under sub-clause (a) above shall be assessed by the lessor whose decision as to the extent of injury or damage or the amount payable shall be final and binding on the lessee.



सुनील सिग्हा
बिधि अधिकारी
नाँएडा

For Wellgrow Infotech Pvt. Ltd.


Director/Auth. Sign





e) The terms and conditions of allotment and building bye-laws shall be binding upon the lessee.

(B) If the lessee does not abide by the terms and conditions of the lease and building bye laws or any other rules framed or directions issued by the lessor the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor followed by forfeiture of deposits as per prevailing policy.

26. And it is hereby agreed and declared by and between the parties to these present as follows:

i) Notwithstanding anything hereinbefore contained hereinabove, if in the opinion of the Lessor, (whose decision shall be final and binding) any breach violation of terms and conditions of the registration/ allotment/ lease deed/ or non deposit of dues and any of the covenants/ conditions hereinbefore contained and is to be observed and performed and in particular and without prejudice to the generality of sub-clause, if Lessee transfer(s), assign(s), relinquish(s) or mortgage(s) the whole of the Demised premises before construction of a building on it's part as hereinbefore provided within the period mentioned above, or if the Lessee or the persons in whom the right is hereby created are adjusted insolvent.

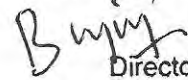
ii) It shall be lawful for the Lessor, without prejudice to any other action, to re-enter the Demised plot or any part thereof and determine this lease and forfeited the amount as per rules and thereupon.

iii) If, at any time of re-entering, the demised plot shall not have been occupied by nor any building constructed by the Lessee, the Lessor may re-allot the Demised plot and refund the payment if any, after making adjustment as required without deducting arrears of Lease /interest/ extension/charges and other charges as per rules.

For Wellgrow Infotech Pvt. Ltd.



सुनील सिंघा
बिधि अधिकारी
नोंडा



Director/Auth. Sign





- iv) If at any time entering, the Demised plot shall not have been 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 plot all erection or building, fixtures and things which at any time and during the said terms shall be affixed or get upon the demised plot and leave the same in a good condition as it was on the date of the demise, the default of the same shall become the property of the Lessor without payment of any compensation to the Lessee for the land and building, structures and things therein within the lessee may be paid such amount as may work out in accordance with the principle given in the sub - clause (ii) above, provided that the lessor may at its options agree to purchase from the lessee his interest in the demised plot.
- v) Any loss suffered by the lessor on a fresh grant of the demised plot breaches of conditions as aforesaid on part of the lessee for or any person claiming through or under him, shall be recoverable by the Lessor.
- vi) All notice, order and other documents required under the terms of the lease or under the U.P. Act No. 6 of 1976 or any rule or regulation made there under shall be deemed to be duly served as provided under section 43 of the U.P. Urban Planning and Development Act, 1973 as re-enacted and the notified U.P. Residents Act 1974 (Act No 30 of 1974) re-enacted with modification.
- vii) The Provisions of U.P. Industrial Area Development Act, 1976 and as any rules and regulations framed under the Act or any Directions issued shall binding on the lessee and his/her/ their successor.
- viii) All power exercised by the Lessor under this lease may be exercised by the Chairman/CEO. The lessor may also authorize any of its officers to exercise all or any of the powers by it under this rule.

For Wellgrow Infotech Pvt. Ltd.

B. M. M.

Director/Auth. Sign

Sunil Dike

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विधि अधिकारी
नोंडा



The first part of the document is a letter from the Secretary of the Government of India to the Secretary of the Government of Madhya Pradesh. The letter is dated 1st March 1952 and is regarding the appointment of a member to the Madhya Pradesh Legislative Council. The letter states that the Government of India has decided to appoint Mr. [Name] as a member of the Council. The letter also mentions that the Government of India has decided to appoint Mr. [Name] as a member of the Council.

cc

The second part of the document is a letter from the Secretary of the Government of Madhya Pradesh to the Secretary of the Government of India. The letter is dated 1st March 1952 and is regarding the appointment of a member to the Madhya Pradesh Legislative Council. The letter states that the Government of Madhya Pradesh has decided to appoint Mr. [Name] as a member of the Council. The letter also mentions that the Government of Madhya Pradesh has decided to appoint Mr. [Name] as a member of the Council.

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cc



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- ix) Any relaxation or concession granted by the Lessor to lessee shall not, if any way, prejudice the legal rights of the lessor.
- x) Any disputes arising with regards to this deed shall be subjected to jurisdiction of civil courts at Gautam Budh Nagar or High Courts of Judicature of Allahabad.
- xi) The land is in peaceful possession of the Lessor and will be accepted by lessee free from any encroachment and obstruction.
- xii) The Chairman/CEO of the lessor reserves the right to make such amendments, additions, alterations or modification, in the terms and conditions of the lease from time to time as they may consider just and reasonable.
- xiii) Subject to the sub-clause (IX) in case of any clarification or interpretation regarding these terms and conditions of the Lease Deed, the decision of Chairman, CEO of the lessor will be final and binding on the Lessee.
- xiv) The lessee shall complete the project within stipulated period as mentioned in clause 9 & 13 of lease deed. In case the lessee fails to comply with the terms and condition of allotment letter, lease deed, broacher or not make the project functional within stipulated period as mentioned in clause 13 of lease deed, that action shall be taken as per rules and regulations of the authorities regarding cancellation.
- xv) The terms and conditions of Brochure, Allotment letter dt. 15.6.05 lease Building Bye-laws and as amended from time to time shall be binding on the Lessee.

For Wellgrow Infotech Pvt Ltd.

Director/Auth. Sign

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विविध अधिकारी
नॉएडा

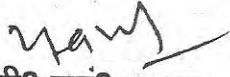


आज दिनांक 23/08/2006 को

बही सं. 1 जिल्द सं. 1419

पृष्ठ सं. 169 से 200 पर क्रमांक 7017

रजिस्ट्रीकृत किया गया ।


डी० एस० पाठक
उप-निबन्धक द्वितीय
नोएडा **Registrar-I**
23/8/2006 **Noida**



Bmy -15-

xvi) The lessee has submitted the bank Guarantee the Rs _____ dated _____ issue for the valid upto _____

IN TESTIMONY WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL ON THE DAY AND MONTH AND IN THE YEAR HEREIN ABOVE WRITTEN:

WITNESSES:

Swati Sule

1. Signature *[Signature]*

Name *Madan Lal Gupta*

Father's Name *10/101, Sh. P. C. Gupta*

C-13 Sutevi/2

noide-201301



THE LESSOR

मुनोल सिन्हा
विधि अधिकारी
नोंएडा

For Wellgrow Infotech Pvt. Ltd.

Bmy

Director/Auth. Sign.

2. Signature *[Signature]*

Name *Ambuj Agarwal.*

Father's Name *Sh. R. N. Agarwal.*

Address *E-14/17, Vasant Vihar.*



THE LESSEE



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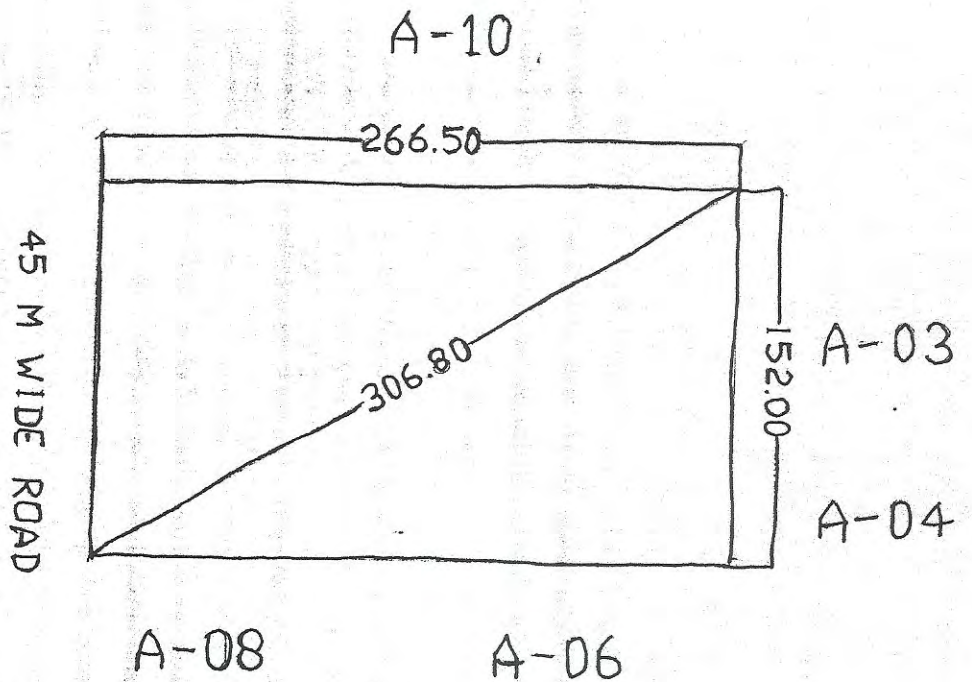


SITE PLAN OF SECTOR-132



PLOT NO.- A-09

AREA-40508.00 SQM



W.K.P.
25/01/06
Pardeep Kumar
J.E (J.E.)
Civil Construction Division -I
C.C.D. *DAVIDA*

C.S.
[Signature]
25/1/06
AREA
C.C.D-V