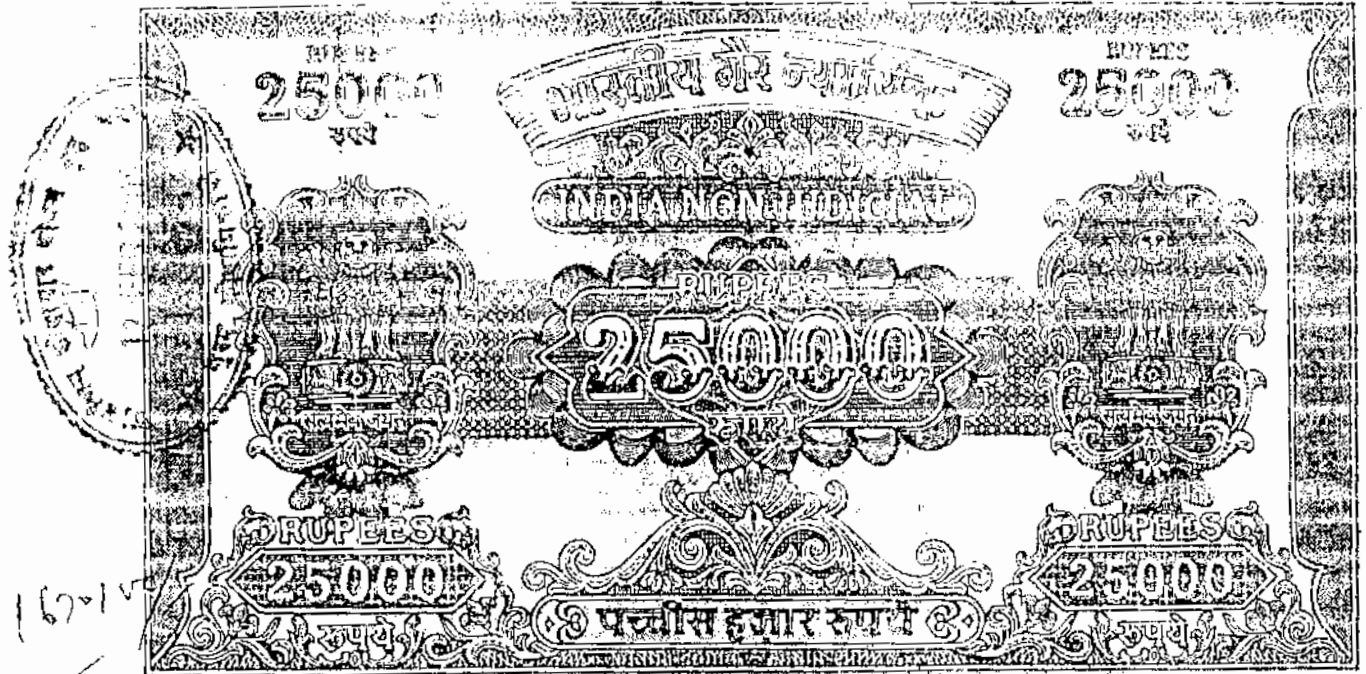


(17) 1025 #4



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Lease Seel

04DD 412669



For Wegmans Industries Pvt. Ltd.
S.K. Gupta
 Director



A.P.
 11/10/21
 एम. प्रमोद (सचिव)
 प्रेस क्लब

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LEASE DEED

THIS LEASE DEED MADE on the 14th day of February in the year TWO THOUSAND FIVE between the Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 2(d) of the U.P. Industrial Area Development Act, 1976 (U.P. Act 6 of 1976) (hereinafter called the 'Lessor') which expression shall, unless the context does not so admit include its successor, and assigns of the one part and M/s. Wegmans Industries Pvt. Ltd. a company incorporated under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at 21, Veer Savarkar Block, Shakarpur, Delhi-92 represented hereby through its Managing Director/Authorized signatory Shri S. K. Gupta. (hereinafter called the "Lessee") which term shall, unless, repugnant to or inconsistent with the context mean and include its successors in interest and assigns of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired and developed by the Lessor for the purpose of setting up an Urban and Industrial township.

WHEREAS the Lessor is deslrous to facilitate development of IT Industries and IT enabled Services in Greater Noida in the private/joint venture sector. "IT Industries and IT enabled Services" referred to hereinafter as "the project and facilities", which is an integrated, self contained development of international standard that would refer to high quality, ready to use office space and land and social infrastructure to ensure high quality of life. The elements of IT Industries and IT enabled Service ("the project and facilities") shall include, but not be limited to, the broad elements as listed in SCHEDULE-I of this deed.

Whereas the lessor considering all the above facts has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereafter appearing for the purpose of setting up "the project and facilities" according to the layout and building plan to be approved by the Lessor.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

Lessor with the written consent of the Lessee dated 17.01.2005 executing this deed for area 28725 Sqm. Out of total allotted area 40011.4 SQM and the next deed for rest area 11990.3 SQM will be executed as and when land will be acquired.

That in consideration of the premium Rs 1,63,73,250.00 Out of which Rs. 90,38,037.00 have been paid by the Lessee to lessor, (the receipt whereof the lessor doth hereby acknowledges) and balance amount to be paid in the manner hereinafter provided:-

Towards balance premium of Rs.73,35,213.00 (Seventy Three Lacs Thirty five Thousand Two Hundred Thirteen Only).

For Wegmans Industries Pvt. Ltd.

S K Gupta
Director



[Signature]
[Illegible text]

Is to be paid in instalments along with interest @ 12%p.a. on outstanding balances on the dates mentioned hereinafter: _

1. Rs.13,75,354.00 On or before 13.04.2005
2. Rs.13,75,354.00 On or before 14.10.2005
3. Rs.13,75,354.00 On or before 13.04.2006
4. Rs.13,75,354.00 On or before 14.10.2006
5. Rs.13,75,354.00 On or before 13.04.2007
6. Rs.13,75,354.00 On or before 13.10.2007
7. Rs.13,75,354.00 On or before 13.04.2008
8. Rs.13,75,354.00 On or before 13.10.2008
9. Rs.13,75,354.00 On or before 13.04.2009

and in consideration of Rs. 4,09,332.00 (Rupees Four Lacs Nine Thousand Three Hundred Thirty Two only) which the lessee agrees to pay as per yearly lease rent determinable @ 2.5% of the premium of the plot to the lessor. This will be the annual lease rent which the lessee shall pay every year in advance to the lessor.

The lessee shall have an option to pay a lumpsum amount equivalent to 11 times of the annual lease rent i.e. 27.5% of the total premium of the plot as a one time lease rent with the prior written approval of the lessor.

The lessor doth hereby demise and lease to the lessee, all that plot of land on as is where is basis, mentioned as Plot No. 3 Pocket -- at sector Knowledge Park-III (I. T. Park) Area situated in Greater Noida Industrial development Area District, Gautam Budh Nagar/Ghaziabad contained by ad measurement 28725 Sqm. Be the same a little more or less, and bounded by:

Admeasurement 28725 Sqm.

- ON THE NORTH BY -
- ON THE SOUTH BY -
- ON THE EAST BY -
- ON THE WEST BY -

Area as per lease plan attached

And which said plot is more clearly delineated and shown in the attached plan and therein marked pink shaded area.

TO HOLD the said plot (hereinafter referred to as "the demised premises) with their appurtenances unto the Lessee to the term of Ninety Years Commencing from 14th day of February, Year 2005 except and always reserving to the Lessor:

- (a) The lessor reserves the rights and title to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plots and full right and power and any time to do all acts and things which may be necessary or expedient for the purpose of searching

Su. G. Gupta



[Signature]
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for, working and obtaining, removing and enjoying the same, without providing or leaving any vertical support for the surface of the plot(s)/flats or for the structure time being standing thereon, provided always, that the lessor shall make reasonable compensation to the lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO of the lessor on the amount of such compensation will be final and binding on the lessee.

(b) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, in developing the area.

(c) Yielding and payment thereof yearly lease rent in advance during the said term unto the lessor on the 14th Day of February, Year 2005, yearly @2.5% of the total premium during the first ten years. The lessee shall pay unto the lessor at its office or as otherwise directed, lease rent in advance on yearly basis. The lease rent would be Rs. 4,09,332.00 Annually for the first ten years chargeable from the date of execution the lease deed. The lessee shall pay lease rent annually on due date or in advance without waiting for any demand notice or reminder thereof. The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the lessee. In case of default in payment of lease rent interest @ 17% per annum compounded half yearly would be chargeable for the delayed period.

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

(a) That the lessee shall pay to the lessor the balance premium in the installment's, with interest @ 17% p.a. on the balance premium as mentioned in Clause I above by the dates mentioned therein.

(b) All payments should be remitted by the due dates. In case the due date is a bank holiday then the lessee shall ensure remittance on the next working day. In exceptional circumstance the time of deposit for the payment of amount due may be extended by the Chief Executive Officer of the Lessor or his/her Authorized representative at his/her discretion.

However in such case of time extension, an interest @ 17% per annum compounded every quarterly will be charged on the amount payable to the lessor, for such extended period. Such extension, in any case, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three such extensions during the entire payment schedule. The above provision does not apply in case of deposit of registration money, reservation money and allotment money.

(c) All payments should be made through a demand draft drawn in favour of GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY and payable at any scheduled bank located in Delhi/New Delhi/Noida/Greater Noida.

(d) The payment made by lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the instalment due and the lease rent payable.



For **Greater Noida Industries Pvt. Ltd.**

Sug...
Director

A.K.

- (e) That failure to pay any instalment amount as mentioned in Clause 7 above along with interest due thereon and/or lease rent continuously for six months, the lessor may determine the lease with penalties and consequences given in Clause III hereinafter.
- (f) That the Lessee will bear, pay and discharge all rates, assessments of every description including beneficitation levy which during the said term be assessed, charged or imposed upon either on the lessee or on its tenant or on the occupier, jointly or severally, in respect of demised premises or on the buildings to be erected thereupon.
- (g) That the lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist.
- (h) That the Lessee will at his own cost develop and erect building on the demised premises in accordance with the plan, elevation, and design to be approved by the Lessor or any officer authorized by the Lessor in that behalf in writing and shall ensure that the broad elements as listed in SCHEDULE-I are provided in "the project and facilities" in a substantial workman-like manner, with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers etc.
- (i) The lessee will be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification and street lighting, water supply, sewerage and road side arboricultural, development of parks, adequate provision of parking space and any other item as may be desired by the lessor according to norms and specifications prescribed from time to time.
- (j) All the peripheral/external development work as may be required to be carried out up to allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the lessor at its own cost. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the lessee.
- (k) The lessee shall also bear the proportionate/full installation expenses (as the case may be) of the requisite size of transformers etc., for power connection to the demised premises from Noida Power Company Ltd.
- (l) That the lessee will not make, or permit to be made, any alteration in or additions to the layout of the "the project and facilities" or other erections for the time being on the demised premises.
- (m) That the lessee will not erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission, in writing of the plan if any, approved by the Lessor or any officer authorized by Lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.
- (n) That the lessee shall have the option of investment phasing, provided, the lessee meets the minimum acceptable investment of the project. The lessee shall have to invest a minimum of Rs.8,61,60,000.00 (Eight Crores Sixty One Lacs Sixty Thousand Only), excluding land cost, in the first three years from the date of execution of this lease deed

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Date: 11/17/17

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(30% of the minimum acceptable investment as defined in the following clause). Further, the lessee shall have to invest a minimum of Rs.20,10,40,000 (Twenty Crores Ten Lacs Forty Thousand Only), excluding the land cost, in the seven years from the date of execution of this lease deed (100% of the minimum acceptable investment as defined in the following clause).

(o) Minimum acceptable investment for the project shall be calculated as Rs.4.00 crores per acre (excluding land cost). As a proof of investment the lessee shall submit the Certificate of Chartered Accountant and Approved Valuer of the same to the lessor on yearly basis excluding land cost. Such certificate should be submitted within one month of the completion of each year.

(p) That the lessee shall develop the "the project and facilities" on the demised premises and meet the following norms of development.

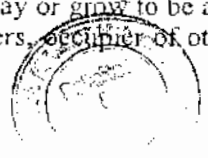
- i) Maximum ground coverage of 30% and FAR of 125.
- ii) Maximum of 15% of the total allowed area/(FAR) can be allocated for Residential purpose as per SCHEDULE-II,
-Maximum of 15 % of the total allowed area/(FAR) for Commercial purpose as per Schedule-II.
-Minimum of 50 % of the total allowed area/(FAR) for use of I.T. Industries and I.T. enabled services and the rest FAR can be utilized for other facilities as per SCHEDULE-II,
- iii) Apart from the built-up space, the lessee shall be allowed to sell (transfer) developed land to clients for their captive use. However, a minimum of 75% of the total allowed FAR of IT Industries and IT Enabled Services would have to be developed as built-up space. The remaining could be sold as FAR in the developed plots.
- iv) That the lessee shall sell the Commercial and Residential FAR in proportion to the sale of FAR of IT Industries and IT Enabled Service areas.

(q) The lessee shall have the right to sell (Transfer) the developed plot of land and/or the built-up space as per the limitations of the sub-clause(p) above, at its own price. The lessee shall have to sell (transfer) the permissible residential developed plot and/or built up space to the owners of the IT Industries and IT ENABLED Services. No transfer charges shall be levied by the lessor for this first sale of developed plot/(s) and/or built-up space. The lessee shall provide the list of bonafide users from time to time in whose favour the sale has been executed.

(r) However, for subsequent sales the lessee shall take permission from the lessor, which will not be unreasonably withheld if such sale also conforms to the provisions of sub-clauses (p & q) above. Transfer charges as prevalent at the time of the transfer, or as may be decided by the CEO, will be payable on such subsequent sales. Apart from that, the lessee shall have to take the approval of the lessor on the draft lease deed to be executed between the lessee and sub-lessee.

(s) That the lessee/sub lessee shall use the demised premises for the purpose for which it has been allotted and no other purpose without the consent of the lessor and subject to such terms and conditions as lessor may impose and will not do or suffer to be done on demised premises or any part thereof, any act or thing which may or grow to be a nuisance, damage, annoyance or inconvenience to the lessor or the owners, occupier of other premises in the neighborhood.

S. C. G. S. K.



A. S. K.

(t) That the lessee will in no case (except as mentioned above) assign, relinquish (except in favour of the Lessor) "the project and facilities" without prior permission of the Lessor. The transfer of plot to lessee's legal heir will be allowed with prior permission of the CEO of the Lessor or an officer authorized by him/her in this regard

(u) The lessee may with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any Government/Semi Government Organization/Financial Institution/ Individuals/Firms/Body Corporate/Banks for the purpose of securing loan for acquiring the plot/carrying on construction.

That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of the lessor.

(v) That every transfer, assignment, relinquishment, mortgage, subletting of any part/whole of the project and facilities shall be subject to the terms of the lease deed and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect hereof.

PROVIDED always that if the lessee or his/her/their/its transferee or permitted assignees as the case may be, will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole or residue on the said terms he/she/its will deliver at his/her/its/their own expense to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute.

(w) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of the day, to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provisions of this sub-clause to his/her/their/its tenants/sub-lessee.

(x) That the lessee will develop "the project and facilities" and construct all the buildings according to the layout, architectural and elevation controls as prescribed by the lessor/competent authority.

(y) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.

(z) That the lessee shall not exercise his/her/their/its option of determining the lease nor hold the lessor responsible to make good the damage if, caused by fire, tempest, flood or violence of army or of a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

aa) That the lessee will be required to submit the broad layout within one year and detailed building plan for the approval of the Lessor within two year from the date of execution of lease deed and will be required to complete construction of first phase i.e. invest as per sub-clause (n) and shall have to make it functional within three years from the date of execution of lease deed.

For Wagmans Industries Pvt. Ltd.

S. G. Gupta
Director



A.P.
Director

Provided that in exceptional circumstances extension of not more than one year at a time may be allowed to the lessee by the lessor or any officer authorized by him on payment of extension charges @ 2% of the total premium for extension granted for one year or part thereof for completion of first phase. The extension charges as mentioned above may be revised by the lessor at any time.

bb) The lessee shall have to complete the construction of the whole "the project and facilities" i.e. invest as per sub-clause (n), within 7 years from the date of execution of this lease deed.

Provided that in exceptional circumstances extension of not more than three years, one year at a time, may be allowed to the lessee by the lessor or any officer authorized by him on payment of extension charges @ 4% for the extension of first year or part thereof, @6% for the extension of second year or part thereof, and @8% for the extension of third year or part thereof, of the total premium of the demised premises. The extension charges as mentioned above may be revised by the lessor at any time. In case the lessee fails to complete the construction within the time period or extended time period decided for the purpose, the allotment/lease can be cancelled/determined with the penalties and consequences as per the clause III of this lease deed.

cc) Maintenance

1. That the Lessee at his own expense will take permission for sewerage, electricity, and water connections etc. From the concerned departments of the Lessor or from the competent Authority in this regard
2. That the lessee will keep the demised premises and the buildings:
 - (i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,
 - (ii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
3. That the lessee shall abide by all Regulations, by-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of lessor, the lessor shall have the right to impose such penalty as the lessor may consider just or expedient.
5. If the maintenance work of any area is not found satisfactory as per the lessor's guidelines, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the lessee/sub-lessee collectively or in parts. The decision of the lessor will be final as to the expenses incurred in the maintenance work.
6. The lessee shall maintain all services in good order and in good shape for a minimum period of one year or the extended period as may be necessitated after the date of completion of internal development works at his own cost and thereafter develop a

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system by which the long term maintenance of the area, services, building shall be ensured to the satisfaction of the lessor.

ce) Cancellation

In addition to the other specific clauses relating to cancellation the Lessor shall be free to exercise its rights of cancellation of lease/allotment in case of:

1. Allotment being obtained through misrepresentations/suppression of material facts.
2. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
3. Default on the part of the applicant/lessee for breach, violation of terms and conditions of registration, allotment/lease and/or non deposit of allotment money and/or breach of rules/regulations/provisions of the Act.

In such cases of cancellation the lessor may determine the lease with penalties and consequences given in Clause III hereinafter.

III) AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING;

(A) Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/them/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a building on it otherwise than it is expressly permitted/allowed in clause II as hereinbefore and fails to complete construction (minimum accepted investment in the project and facilities) within the period mentioned in clause II (n & bb) it shall be lawful for the lessor, without prejudice to any other right of the lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this lease and 20% of the total premium shall stand forfeited in favour of the lessor and thereupon if

- ii) At the time of re-entry, if the demised premises has not been occupied by the lessee by way of constructing a building thereon the lessor may re-allot the demised premises.
- ii) At the time of re-entry.-
- a) If the demised premises are occupied by any building constructed by the Lessee thereon the lessee shall within a period of three months from the date of re-entry remove from the demised premises all erections or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any

Ver Williams Industries Pvt. Ltd.
S. S. Gupta
Director



[Signature]
M/S. VER WILLIAMS INDUSTRIES PVT. LTD.
MUMBAI

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compensation to the lessee for the land and the buildings, fixture and things thereon.

- b) After the re-entry, the lessor shall be entitled to re-allot the land within the time stipulated above, However, provisions will be made to provide reasonable security at the cost of lessee for the building, fixture and fitting of lessee till time period of three months mentioned above is lapsed.
- c) The lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee of the price therefor and for his interest in the premises as may be mutually agreed upon.

- (B) If lessee is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- (C) If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of subsistence of nuisance.
- (D) Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under him shall be recoverable by the Lessor.

Other Clauses

- (E) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any Rules or Regulations or Directions made thereunder shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-annexed and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P. Act No. 30 of 1974)
- (F) All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The lessor may also authorize any of its other officers to exercise all or Any of the powers exercisable by it under this lease.

PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other Officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer

- (G) The entire legal expenses of execution of the Lease Deed including stamp duty and registration charges shall be born by the lessee.
- (H) Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.
- (I) All arrears payable to lessor shall be recoverable as arrears of land revenue.

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(J) The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.

(K) In the event of any dispute with regard to the terms and conditions of the lease deed, the same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar/Ghaziabad (where the property is situated) or the High Court of judicature at Allahabad.

IN WITNESS WHEREOF THE parties hereto have set their hands on the day and in the year hereinfirst above written.

[Handwritten signature]

In the presence:

1. Witness: *[Signature]*
Address: *M. P. Solanki S/O. S. A. U. J. S.*
Gachipura Colony No 199
8-44

For and on behalf of the Lessor

[Signature]

For and on behalf of the Lessee

2. Witness: *M. P. Solanki*
Address: *S/O Sh. B. S. Solanki*
6 Friends Enclave
S.P. Road, Nangla

[Signature]

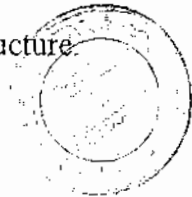


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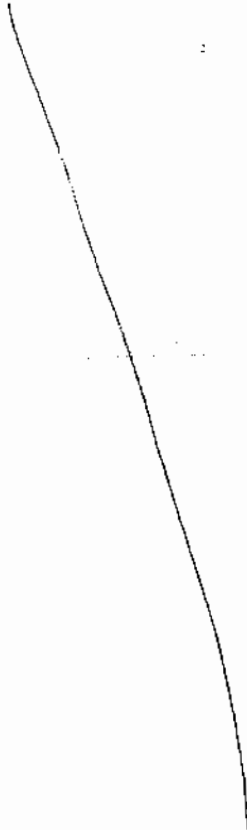
SCHEDULE I

Elements of I.T. industries and I.T. enabled services (Project and facilities)

- High quality "ready to move" aesthetic work space.
- Un-interrupted power supply
- High speed data communication services including leased line connectivity and optic fiber back bone network.
- Centralised Air-Conditioning.
- Ample parking.
- Export facilitation I.T. infrastructure.



For: [Signature]
S. K. Gupta



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SCHEDULE-II

Definition of commercial and non-commercial covered space in the context of an I.T. industries and I.T. enabled services.

Commercial areas:

Any space that is utilised for the following purposes would be considered as commercial space:

- Shops
- Areas for storage, display and sale of merchandise
- Cinema Halls
- Hotels
- Restaurants
- Open eating kiosks

Other Facilities:

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

- Waiting and transit areas
- Areas designated for public utilities i.e
 7. Travel Services
 8. Hospital/clinics
 9. Fire station
 10. Telephone exchange
 11. Electric sub-station
 12. Water works
- Religious building
- Export related facilities
- Canteen
- Library
- Creche and Day Care Centre
- Operations and Maintenance by Specialised Agency
- Training Centre
- Gym for users/residents of I.T. Industries and I.T. enabled services
- Health Club for users/residents of I.T. Industries and I.T. enabled services
- Games/Entertainment Room for users/residents of I.T. Industries and I.T. enabled services
- Banking and Financial Services
- Business Centre/Conference facilities



For I.T. enabled services...

Sd/- *[Signature]*

Director

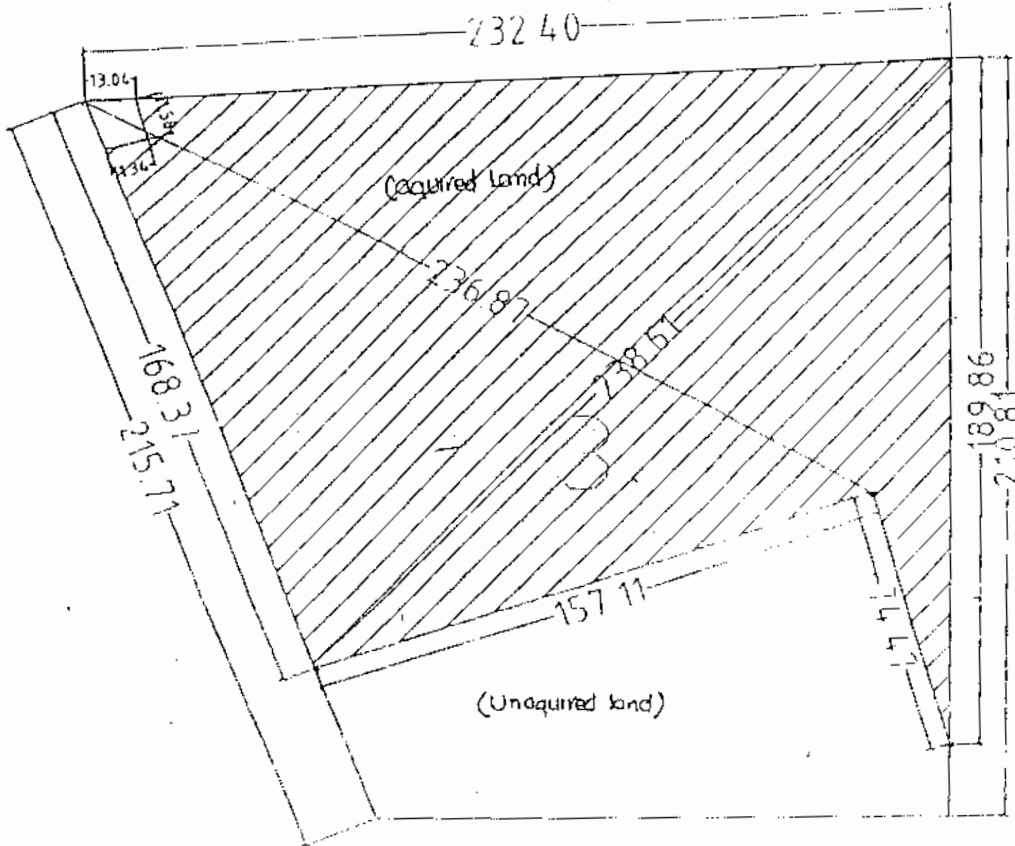
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OFFICE OF THE DIRECTOR
DEPARTMENT OF URBAN PLANNING AND CONSTRUCTION
BANGALORE

(28) (31) (21) (12)

S.K. ROAD

40.0 MTR. GREEN BELT



Plot no. 2

Plot no. 4

TA FOR LEASE DEED = 28,725 SQM
TOTAL PLOT AREA = 40,011.4 SQM

See Note
SIGN POSSESSION TAKEN
OVER ALLOTTEE

SIGN POSSESSION HANDLED OVER

NORTH

EASE PLAN FOR PLOT NO. 3 IN IT PARK

[Signature]
ASSTT MGR

[Signature]
MANAGER

GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

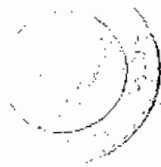


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DATE: 10/11/05

39 32

frontal with 02-1025/200

AST



(20) (33)

28 12

Residential areas:

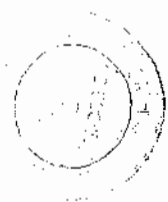
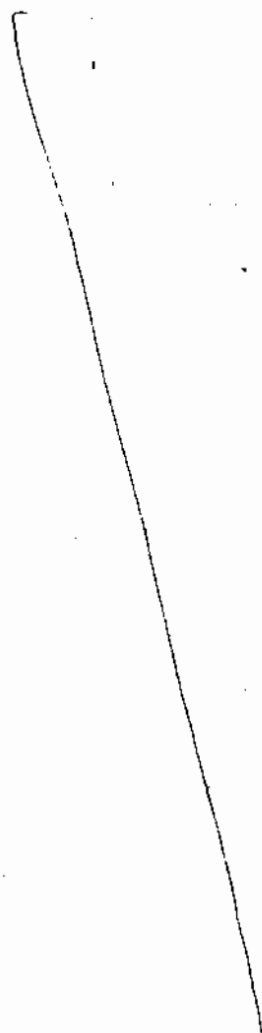
Any space that is utilized for the following purpose would be considered as residential space:

- ✓ Residential uses
- ✓ Hostel
- ✓ Guest House
- ✓ Staff Quarter

for W. J. ...

S. J. ...

Director



A. H. ...

...
...



पृष्ठी नं० I विस्व 887 ⁸⁶⁵/₆₉₈ के पृष्ठ के नम्बर 1023
 पर आज दिनांक 14/2/05 को रजिस्ट्री की गई।

उप दिग्दर्शन
 सीकर बृह बखर

24



उत्तर प्रदेश UTTAR PRADESH

BS 133817

Supplementary Lease Deed

This supplementary Lease deed Made On 5th September, 2013 between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 read with section 2(d) 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 and assigns of the one part and M/s Wegmans Industries Pvt. Ltd. a company incorporated under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at F-7 East Of Kailash New Delhi 110065 represented hereby through its Managing Director/Authorized Signatory Mr Shagun Gupta Son of Shri S K Gupta (hereinafter called the "Lessee") which term shall, unless, repugnant to or inconsistent with the context mean and include its successors in interest and assigns of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired and developed by the lessor for the purpose of setting up an urban and industrial township.

स्नेह लता
प्रबन्धक (आई.टी.ओ.)

For Wegmans Industries Pvt. Ltd.

Shagun
Director

कम सं. 43 स्टाम्प विभाग की दि.
स्टाम्प दाय करने का प्रावधान रहित
स्टाम्प क्रेता का नाम व पूरा पता
स्टाम्प की जात 1000

03/09/13

wegmans industries (P) L.T.A

F-7 East of Railcash New Delhi

सुशील कुमार राजपूत विक्रेता

लाइसेंस नं 139/12-13

सर. रजिस्टार

Sushil

Shagun



13-09-13
13-09-13

WHEREAS the plot hereinafter described forms part of the land acquired and developed by the lessor for the purpose of setting up an urban and industrial township.

WHEREAS the Lessor is desirous to facilitate development of IT Industries and IT enabled Services in Greater Noida in the private/joint venture sector. "IT Industries and IT enabled Services" /ITES referred to hereinafter as "the project and facilities", which is an integrated, self contained development of international standard that would refer to high quality, ready to use office space and land and social infrastructure to ensure high quality of life. The elements of IT Industries and IT enabled Service/Call Centers ("the project and facilities") shall include, but not be limited to, the broad elements as listed in SCHEDULE I of this deed.

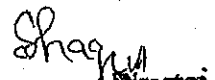
AND WHEREAS the lessor vide letter No. 2364/IND/2002 dated 15-01-2003 has allotted 40,470 SQM (As per lease plan 40,710 SQM) of land in Greater Noida to the lessee for Development of IT & IT Enabled Services on the detailed term and condition set out in the said allotment letter.

That due to non availability of some part of the land the first lease of 28,725 sq mtrs of this plot was executed between the lessor and lessee on 14-02-2005. That present lease deed of 11,829 sq mtrs is the supplementary lease deed of the same Plot no 3, K.P. - III Greater Noida. And the Lessor is executing this lease deed for an area of 11,829 Sq mtrs. Out of total lease plan area of 40710 SQM, the next lease deed for rest balance area of 156 SQM of the lease plan area will be executed as and when land will be available.

AND Whereas the Government of U.P. vide its notification no. K-N-7-79-11-2012-312(98)/2012 Dated 05/12/2012, KN-5-305 / 11-2005-500 (136) - 2003 dated 19th Jan 2005 & 1547/77-06-09-15(M)/05 dated 21.08.2009 passed in consonance with the Industrial and Services Sector Investment Policy, 2004 has granted 100% exemption from payment of Stamp Duty and registration charges payable on execution of first written transaction of lease deed only, inter-alia for setting up of IT Industries and Call Centers subject to compliance of the norms, standards and procedures set up by the concern department of Govt. of U.P. dealing with the project of IT Industries and Call Centers. Whereas the Department of IT and Electronics, Govt. of U.P. has issued a G.O. no. 2168 / 78-2-2005-46 IT / 2005 , dated 30th December 2005 and has fixed the norms, standard and procedures for 100% exemption from stamp duty and the GO 1547/77-06-09-15(M)/05 dated 21.08.2009 amending the GO dated 19-01-2005 to IT Industries and Call Centers in accordance with the para 10.2 of Industrial and Services Sector Investment Policy, 2004.


सनेह लता

For Wegmate Industries Pvt. Ltd.



117,003,000.00

पट्टा विलेख

(90 वर्ष)

10,000.00

50 10,050.00

2,500

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

पुत्र श्री
व्यवसाय व्यापार

मै0वेगमेन्स इण्डस्ट्रीज प्रा0लि0द्वारा शगुन गुप्ता
एस0के0गुप्ता

निवासी स्थायी एफ-7 ईस्ट आफ कैलाश नई दिल्ली-65
अस्थायी पता एफ-7 ईस्ट आफ कैलाश नई दिल्ली-65

ने यह लेखपत्र इस कार्यालय में दिनांक 11/9/2013 समय 12:51PM
वजे निवन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यदव)
उपनिबन्धक सदर

गौतमबुद्धनगर
11/9/2013

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

पट्टा दाता

पट्टा गृहीता

श्री संजीव कुमार शर्मा
प्रतिनिधि ग्रे0नौ0औ0वि0प्रा0द्वारा स्नेहलता
(प्र0आई0टी0)
पुत्र श्री
पुत्र/पत्नी श्री पेशा नौकरी



मै0वेगमेन्स इण्डस्ट्रीज प्रा0लि0द्वारा शगुन गुप्ता
पुत्र श्री एस0के0गुप्ता
पेशा व्यापार
निवासी एफ-7 ईस्ट आफ कैलाश नई दिल्ली-65



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री दिलीप कुमार

पुत्र श्री तारके प्रसाद

पेशा नौकरी

निवासी एच-156 गामा-2 ग्रेटर नौएडा

श्री मोहन प्रसाद

पुत्र श्री सिन्धीश्वर प्रसाद

पेशा

निवासी 8 कोटला मुबारकपुर नई दिल्ली

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यदव)
उपनिबन्धक सदर
गौतमबुद्धनगर

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.

AND Whereas the Lessor considering all the above facts has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereafter appearing for the purpose of setting up "the project and facilities" according to the layout and building plan to be approved by the Lessor.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs 67,42,530=00 (Rupees Sixty seven lacs forty two thousand five hundred thirty only) out of which Rs 67,42,530=00 (Rupees Sixty seven lacs forty two thousand five hundred thirty only) have been paid by the Lessee to the lessor in full, (the receipt whereof the lessor doth hereby acknowledges) and balance amount to be paid is NIL.

And in consideration of Rs.1,68,564=00 which the lessee agrees to pay as per yearly lease rent determinable @ 2.5% of the premium of the plot to the lessor. This will be the annual lease rent which the lessee shall pay every year in advance to the lessor.

The lessee shall have an option to pay a lump sum amount equivalent to 11 times of the annual lease rent i.e Rs 18,54,204=00 being 27.5% of the total premium of the plot as a one time lease rent with the prior written approval of the lessor. The lessor doth hereby demise and lease to the lessee, all that plot of land on as is where is basis, mentioned as Plot No. 3 Pocket at Sector Knowledge Park – III Area situated in Greater Noida Industrial Development Area District, GautamBudh Nagar contained by admeasurement 11,829 SQM be the same, a little more, or less, and bounded by:

Admeasurement - 11,829 SQM

ON THE NORTH BY - As per lease plan

ON THE SOUTH BY -do-

ON THE EAST BY -do-

ON THE WEST BY -do-

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


सहेला

For Wipac Industries Pvt. Ltd.

Shaqun

पट्टा दाता

Registration No.: 22445

Year : 2,013

Book No. : 1.

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रेड 0 नौ 0 औ 0 वि 0 प्रा 0 द्वारा स्नेहलता .

ग्रेडर नोएडा
गौकरी



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

TO HOLD the said plot (hereinafter referred to as "the demised premises) with their appurtenances unto the Lessee to the term of Ninety Years Commencing from 06 day of September year 2013 except and always reserving to the Lessor:-

- (a) The rights and title to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plots and full right and power and any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same, without providing or leaving any vertical support for the surface of the plot(s) /flats or for the structure time being standing thereon, provided always, that the lessor shall make reasonable compensation to the lessee for all damages directly occasioned by exercise of these rights hereby reserved. The decision of the CEO of the lessor on the amount of such compensation will be final and binding on the lessee.
- (b) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, in developing the area.
- (c) Yielding and payment thereof yearly lease rent in advance during the said term unto the lessor on the 06 day of ^{महानवमी (आदि नवमी)} September of each year 2013 _{प्रति वर्ष नौपचा प्राधिकरण} yearly @ 2.5% of the total premium during the first ten years. The lessee shall pay unto the lessor at its office or as otherwise directed, lease rent in advance on yearly basis. The lease rent would be Rs 1,68,564/ (Rs. One lacs sixty eight thousand five hundred sixty four only) annually for the first ten years chargeable from the date of execution of the lease deed. The lessee shall pay lease rent annually on due date or in advance without waiting for any demand notice or reminder thereof. The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the lessee. In case of default in payment of lease rent interest @15% per annum compounded quarterly yearly would be chargeable for the delayed period.


स्नेह लता

For Westmap Industries Pvt. Ltd.

Shri

पट्टा गृहीता

Registration No. : 22445

Year : 2,013


Book No. : 1

0201 भे0वेगमेन्स इण्डस्ट्रीज प्रा0लि0द्वारा शगुन गुप्ता
एस0के0गुप्ता
एफ-7 ईस्ट आफ कैलाश नई दिल्ली-65
व्यापार

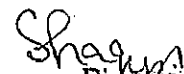


II) **AND THE LESSEE DOETH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:**

- a) That the Balance premium is NIL
- b) All Payments should be remitted by the due dates. In case the due date is a bank holiday then the lessee shall ensure remittance on the next working day. In exceptional circumstances the time of deposit for the payment of amount due may be extended by the Chief Executive Officer of the Lessor or his/her authorised representative at his/her discretion. However in such cases of time extension, an interest @ 15% per annum compounded quarterly, will be charged on the amount payable to the lessor, for such extended period. Such extension, in any case, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three such extensions during the entire payment schedule. The above provision does not apply in case of deposit of registration money, reservation money and allotment money.
- c) All payments should be made through a demand draft drawn in favour of **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY** and payable at any bank located in Greater Noida.
- d) The payment made by lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment due and then lease rent payable.
- e) That failure to pay any installment amount as mentioned in Clause I above or an amount arising out, due to clerical error in calculation, if any, along with interest due thereon and/or lease rent continuously for six months, the lessor may determine the lease with penalties and consequences given in Clause III hereinafter.
- f) That the Lessee shall bear, pay and discharge all rates, assessments of every description including beneficitation levy which during the said term be assessed, charged or imposed upon either on the lessee or on its tenant or on the occupier, jointly or severally, in respect of demised premises or on the buildings to be erected thereupon.
- g) That the lessee shall obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist.


स्नेह लता
प्रबन्धक (आई.टी.डी.)
महिला मंत्रालय

For Weamans Industries Pvt. Ltd.



- h) That the Lessee shall at his own cost develop and erect building on the demised premises in accordance with the plan, elevation, and design to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and shall ensure that the broad elements as listed in SCHEDULE--I are provided in "the project and facilities" in a substantial workman-like manner, with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers etc.
- i) The lessee shall be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification and street lighting, water supply, sewerage and road side arboricultural, development of parks, adequate provision of parking space and any other item as may be desired by the lessor according to norms and specifications prescribed from time to time.
- j) All the peripheral/ external development work as may be required to be carried out up to allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the lessor at its own cost. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the lessee.
- k) The lessee shall also bear the proportionate/full installation expenses (as the case may be) of the requisite size of transformers etc., for power connection to the demised premises from Noida Power Company Ltd.
- l) That the lessee shall not make, or permit to be made, any alteration in or additions to the layout of the "the project and facilities" or other erections for the time being on the demised premises.
- m) That the lessee shall not erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission, in writing of the plan if any, approved by the Lessor or any officer authorised by Lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice


स्नेह लता

For Wegetaria Industries Pvt. Ltd.




then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

- n) That the lessee shall have to invest a minimum of Rs 11.68 crores, excluding the land cost, in the from the date of execution of this lease deed (100% of the minimum acceptable investment as defined in the following clause).
- o) Minimum acceptable investment for the project shall be calculated as Rs. 4.00 (four) crores per acre (excluding land cost).

As a proof of investment the lessee shall submit the Certificate of Chartered Accountant and Approved Valuer of the same to the lessor on yearly basis excluding land cost. Such certificate should be submitted within one month of the completion of each year.

- p) That the lessee shall develop the "the project and facilities" on the demised premises and meet the following norms of development.
- i) Maximum ground coverage of 30% and FAR of 187.5
- ii) Maximum of 15% of the total allowed are/ (FAR) can be allocated for Residential purpose as per SCHEDULE-II
- Maximum of 15% of the total allowed area /FAR for Commercial purpose as per SCHEDULE-II
- Minimum of 50% of the total allowed area/(FAR) for use of I.T. Industries and I.T. enabled services industry and the rest FAR can be utilized for other facilities as per SCHEDULE-II
- iii) Apart from the built-up space, the lessee shall be allowed to sell (transfer) developed land to clients for their captive use. However, a minimum of 75% of the total allowed FAR of IT Industries and IT Enabled Services would have to be developed as built-up-space. The remaining could be sold as FAR in the developed plots.
- iv) The allottee shall sell the Commercial and Residential FAR in proportion to the sale of FAR of IT Industries and IT Enabled Service Areas.


मोहन लाल
प्रबन्धक (आई०टी०)


For Wegmans Industries Pvt. Ltd.

Shaan


deed and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect therefor.

Provided always that if the lessee or his/her/their/its transferee or permitted assignees as the case may be, will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole or residue on the said terms he/she/its will deliver at his/her/its/their own expense to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute.

- v) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of the day, to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provisions of this sub-clause to his/her/their/its tenants/sub-lessee.
- w) That the lessee will develop "the project and facilities" and construct all the buildings according to the layout, architectural and elevation controls as prescribed by the lessor/competent authority.
- x) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- y) That the lessee shall not exercise his/her/their/its option of determining the lease nor hold the lessor responsible to make good the damage if, caused by fire, tempest, flood or violence of army or of a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- z) That the lessee will be required to submit the detailed building plan for the approval of the Lessor within eighteen months from the date of registration of plot with lessor and will be required to complete construction of first phase i.e. 30% of the total allowed covered area within three years from the date of possession of plot.
- bb) The lessee shall have to complete the construction of the whole "the project and facilities" within Five years from the date of taking over possession of plot.


स्नेहा मिश्रा
प्रबन्धक (आई०टी०)
प्रेटर नौएडा प्राधिकरण

For Wegmans Industries Pvt. Ltd.


Director

cc) Maintenance

1. That the Lessee at his own expense will take permission for sewerage, electricity, and water connections etc. from the concerned departments of the Lessor or from the competent Authority in this regard.
2. That the lessee will keep the demised premises and the buildings:
 - ii) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor;
 - iii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
3. That the lessee shall abide by all Regulations, by-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of lessor, the lessor shall have the right to impose such penalty as the lessor may consider just or expedient.
5. If the maintenance work of any area is not found satisfactory as per the lessor's guidelines, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the lessee / sub-lessee collectively or in parts. The decision of the lessor will be final as to the expenses incurred in the maintenance work.
6. The lessee shall maintain all services in good order and in good shape for a minimum period of one year or the extended period as may be necessitated after the date of completion of internal development works at its own cost and thereafter develop a system by which the long term maintenance of the area, services, building shall be ensured to the satisfaction of the lessor.


स्नेह लता

For ~~Verma~~ Industries Pvt. Ltd.

स्नेह लता


Director

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

1. The lessee undertakes to abide by and fulfill the norms and standards set up by the Department of IT & Electronics, Govt. of U.P. for the setting up the project of IT Industries and Call Centers as enumerated above to claim exemption in Stamp Duty on this first instrument i.e. lease deed with GNIDA.

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

3. The Lessee has to construct 30% of the total permissible covered area on the allotted plot within 3 years from the date of possession of plot and also has to complete remaining construction within 7 years from the date of possession of plot.

4. The lessee unequivocally agrees that in view of the fact that he/she is availing the benefit of 100% exemption of payment of Stamp Duty chargeable in respect of this instrument (i.e. Lease Deed) executed with the lessor and the period of construction will commence and complete as stated in this instrument as set out in clauses II (dd) 2 and 3 above within the meaning of the said notification no. K-N-7-79-11-2012-312(98)/2012 Dated- 05/12/2012, G.O. KN-5-305 / 11-2005-500 (136) – 2003 dated 19th Jan 2005, No. 2168/78-2-2005 48 I.T./dated 30-12-2005 & GO 1547/77-06-09-15(M)/05 dated 21.08.2009.

5. The Payment of the amount of Stamp Duty to lessor shall be secured by execution of a Bank Guarantee in favour of lessor as per the Performa annexed to this agreement

6. The lessee has submitted a Bank Guarantee of Rs. 44,81,800=00 (Rupees Forty Four Lacs & eighty one thousand and eight hundred only) from HDFC Bank, Asaf Ali Road, New Delhi which is equivalent to Stamp Duty being claimed while executing this instrument and is valid upto 05-09-2018 and he will continue to get it renewed and submitted to the lessor after expiry of every year if the project/unit is not complete and functional and also if completion certificate is not issued by lessor.

7. The Lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the Department of I.T and Electronics, Govt. of U.P.in mentioned G.O. dated 21.08.2009 for the setting up of the project and non/adherence to make it functional, they shall be liable to pay to Lessor the amount equivalent to the Stamp Duty as set out, upto the date of payment for which they are claiming exemption in terms of the G.O. NO. 1547/77-06-09-15(M)/05 dated 21.08.2009, notification no. K-N-7-79-11-2012-312(98)/2012 Dated- 05/12/2012 and 2168/78-2-2005-48 IT/2005 dated 30-12-2005. The


समेत मिला

For Wegmats Industries Pvt. Ltd.



lessee is also agreed that in case he fails to deposit the said amount, the bank guarantee be invoked and encashed by lessor and be deposited in treasury.

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

ee) **Cancellation**

In addition to the other specific clauses relating to cancellation the Lessor shall be free to exercise its rights of cancellation of lease/allotment in case of:

- 1) Allotment being obtained through misrepresentations/suppression of material facts.
- 2) Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
- 3) Default on the part of the applicant/lessee for breach, violation of terms and conditions of registration, allotment/lease and /or non deposit of allotment money and/or breach of rules/ regulations / provisions of the Act.

In such cases of cancellation the lessor may determine the lease with penalties and consequences given in Clause III hereinafter.

III) **AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING;**

- B. Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/them/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a building

- q) The lessee shall have the right to sell (Transfer) the developed plot of land and/or the built-up space as per the limitations of the sub-clause (p) above, at its own price. The lessee shall have to sell (transfer) the permissible residential developed plot and/or built-up space to the owners of the I T unit. No transfer charges shall be levied by the lessor for the first sale of developed plot/(s) and/or built-up space. The lessee shall provide the list of its bonafide users from time to time.
- r) However, for subsequent sales the lessee shall take permission from the lessor, which will not be unreasonably withheld if such sale also conforms to the provisions of sub-clauses (p & q) above. Transfer charges as prevalent at the time of the transfer, or as may be decided by the CEO, will be payable on such subsequent sales. Apart from that, the lessee shall have to take the approval of the lessor on the draft Tripartite sub-lease deed to be executed between the lessor, lessee and sub-lessee.

That the lessee/sub lessee shall use the demised premises for the purpose for which it has been allotted and no other purpose without the consent of the lessor and subject to such terms and conditions as lessor may impose and will not do or suffer to be done on demised premises or any part thereof, any act or thing which may or grow to be a nuisance, damage, annoyance or inconvenience to the lessor or the owners, occupier of other premises in the neighborhood.

- s) That the lessee will in no case (except as mentioned above) assign, relinquish (except in favour of the Lessor) "the project and facilities" without prior permission of the Lessor. The transfer of plot to lessee's legal heir will be allowed with prior permission of the CEO of the Lessor or an officer authorised by him/her in this regard.
- t) The lessee may with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any Government/Semi Government organisation /Financial Institution/ Individuals /Firms/ Body Corporate /Banks for the purpose of securing loan for acquiring the plot/ carrying on construction.

That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of the lessor.

- u) That every transfer, assignment, relinquishment, mortgage, subletting of any part/whole of the project and facilities shall be subject to the terms of the lease


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For Weqmans Industries Pvt. Ltd.

on it otherwise than it is expressly permitted/allowed in clause II as hereinbefore and fails to complete construction within the period mentioned in clause II (n & dd) it shall be lawful for the lessor, without prejudice to any other right of the lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this lease and 20% of the total premium and Bank Guarantee shall stand forfeited in favour of the lessor and thereupon if:

i) At the time of re-entry, if the demised premises has not been occupied by the lessee by way of constructing a building thereon the lessor may re-allot the demised premises.

ii) At the time of re-entry :-

a) If the demised premises are occupied by any building constructed by the Lessee thereon the lessee shall within a period of three months from the date of re-entry remove from the demised premises all erections or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and the buildings, fixture and things thereon.

b) After the re-entry, the lessor shall be entitled to re-allot the land within the time stipulated above. However, provisions will be made to provide reasonable security at the cost of lessee for the building, fixture and fitting of lessee till time period of three months mentioned above is lapsed.

c) The lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee of the price therefor and for his interest in the premises as may be mutually agreed upon.

C. If lessee is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the


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for Wapmans Industries Pvt. Ltd.

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lessor along with forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

- D. If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of subsistence of nuisance.
- E. Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under him shall be recoverable by the Lessor.

Other Clauses

- F. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) or any Rules or Regulations or Directions made there under shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-annexed and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P.Act.No.30 of 1974).
- G. All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The lessor may also authorise any of its other officers to exercise all or Any of the powers exercisable by it under this lease.

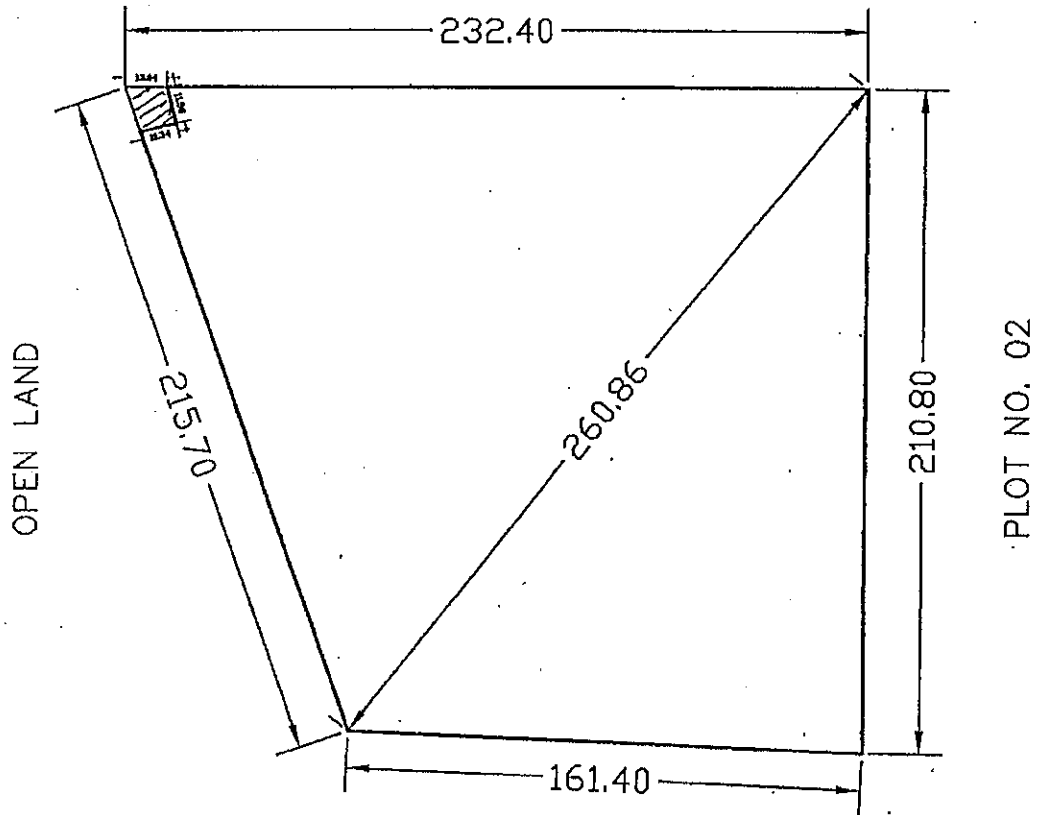
PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other Officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

- H. The entire legal expenses of execution of the Lease Deed including stamp duty and registration charges shall be borne by the lessee.
- I. Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.
- J. All arrears payable to lessor shall be recoverable as arrears of land revenue.
- K. The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.
- L. In the event of any dispute with regard to the terms and conditions of the lease deed, the same shall be subject to the jurisdiction of District Court at GautamBudh Nagar (where the property is situated) or the High Court of judicature at Allahabad.

PLOT NO:- 03

S.K. ROAD

40.00 MTR. WIDE GREEN BELT



PLOT NO. 4

For Wegmans Industries Pvt. Ltd.

TOTAL PLOT AREA = 40710.00 SQM.

UNACQUIRED LAND = 156.00 SQM. 

POSSESSION AREA = 40554.00 SQM.

Shagun
Director

For Wegmans Industries Pvt. Ltd.

SIGN
POSSESSION TAKEN
OVER ALLOTTEE

Shagun
Director

SIGN
POSSESSION
HANDLED OVER

स्नेह लता
प्रबन्धक (आई०टी०)
ग्रेटर नोएडा प्राधिकरण




REVISED
LEASE PLAN FOR
PLOT NO. 03
SEC. KP-III (IT)
GREATER NOIDA

PROJ. DEPTT.	<i>26/8/13</i> ASST. MANAGER	<i>27/8/13</i> MANAGER	<i>27/8/13</i> SR. MANAGER
LAND DEPTT.	<i>सुरेश पाटिल</i> LEKH PAL	<i>SR</i> NAYAB TAHSIL DAR	<i>SR</i> TAHSIL DAR
LAW DEPTT.	<i>CR</i> ASST. MANAGER	<i>Ran</i> MANAGER	
PLNG. DEPTT.	<i>AS Mohan</i> SR. DRAFTSMAN	<i>SR</i> SR. EXECUTIVE	


SCHEDULE-I

Elements of I.T. industries and I.T. enabled services (Project and facilities)

- High quality "ready to move" aesthetic work space.
- Un-interrupted power supply
- High-speed data communication services including leased line connectivity and optic fiber back bone network.
- Centralized Air-Conditioning.
- Ample parking.
- Export facilitation I.T. infrastructure.


स्नेहा लता
प्रबन्धक (आई०टी०)
ग्रेटर नोएडा प्राधिकरण

For Wegmans Industries Pvt. Ltd.


Director

SCHEDULE II

Definition of commercial and non-commercial covered space in the context of an I.T. Industries and IT enabled services

Commercial areas:

Any space that is utilized for the following purposes would be considered as commercial space:

- Shops
- Areas for storage, display and sale of merchandise.
- Cinema Halls
- Hotels
- Restaurants
- Open eating kiosks

Other Facilities:

Specific areas which are utilized for creating Public facilities will not constitute commercial FAR

- Waiting and transit areas
- Areas designated for public utilities


Travel Services
Hospital/clinics
Fire Station
Telephone exchange
Electric sub-station
Water works

- Religious building
- Export related facilities
- Canteen
- Restaurant shop
- Library
- Creche and Day Care Centre
- Operations and Maintenance by Specialized Agency
- Training Centre
- Gym
- Health Club
- Games/Entertainment Rooms
- Banking and Financial Services
- Business Centre / Conference Facilities

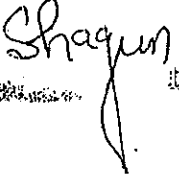
Residential areas

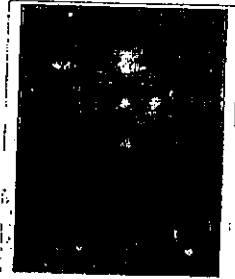
Any space that is utilized for the following purpose would be considered as residential space:

- Residential uses
- Hostel
- Guest House
- Staff Quarter

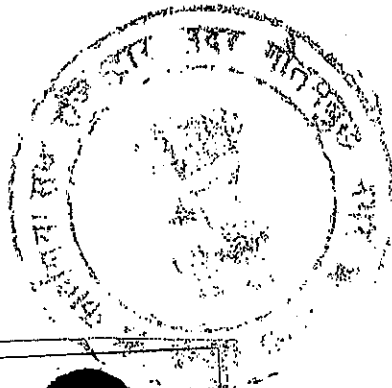

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प्रबन्धक (आई० टी०)
ग्रेटर नौएडा प्राधिकरण

For Wagrate Industries Pvt. Ltd.


Director



Handwritten text or a signature, partially obscured and difficult to read, located below the dark stamp.



IN WITNESS WHEREOF THE parties hereto have set their hands on the day and in the year herein first above written.

In the presence:

1. Witness Dilip For & on behalf of the Lessor
Dilip Kumar S/o Tarke Prasad
H-156 - Chamar-2, W.N.

2. Witness शशि केशव For & on behalf of the Lessee
For Wegmans Industries Pvt. Ltd.

A-9 - शशि केशव सोहन गुजराठिया
एडिटर

Shagun
Director

प्रमाणित किया जाता है कि यह अभिलेख राज्य की अवस्थापना एवं औद्योगिक निवेश नीति - २०१२ के तहत जारी नोटीफिकेशन सं० क० नि०-७-७९/११-२०१२-३१२(९८)/२०१२ दिनांक ५-१२-२०१२ के प्रस्तर - ५.१.१ के बिन्दु ख, में निर्दिष्ट इकाइयों के तहत किया जा रहा है. यह अंतरण उक्त नीति के अधीन स्टाम्प शुल्क छूट हेतु अधोहस्ताक्षरी द्वारा हस्ताक्षरित किया जा रहा है. शासनादेश संख्या १४१ /७७-६-१३-१५(एम)०५ दिनांक ०४-०६-२०१३ के तहत मैसर्स वेगमैस इन्डस्ट्रीज प्राइवेट.लिमिटेड. द्वारा प्राप्त की जा रही स्टाम्प शुल्क छूट की धनराशि के बराबर की बैंक गारन्टी न०.०२५ जी टी ०१२३२४९०००१ दिनांक ०६/०९/२०१३ रूपये ४४८१८००/- एच डी एफ सी बैंक लिमिटेड बी-७/३ आसफ़ अली रोड नई दिल्ली-११०००२ द्वारा जारी मूल रूप में सब रजिस्ट्रार ग्रेटर नोइडा को कार्यालय के पत्रांक 1079 /जिउके-गौतमबुधनगर/स्टाम्प शुल्क छूट/२०१३-१४ दिनांक ०७/०९/२-१३ द्वारा उपलब्ध करायी गयी है.

अभिलेख बैंक गारन्टी न० 0956/Toll32530001-10/09/2013
रु 1370000 एच डी एफ सी बैंक द्वारा जारी मूल रूप में

महा प्रबन्धक
जिला उद्योग केंद्र
गौतमबुधनगर
General Manager
District Industries Centre
Gautam Budh Nagar

शशि केशव

आज दिनांक 11/09/2013 को

बही सं. 1 जिल्द सं. 14084

पृष्ठ सं. 271 से 308 पर क्रमांक 22445

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

11/9/2013