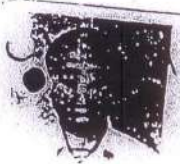




LEASE DEED



for Smt. Shakuntla L. ... & Wife ...

Shakuntla L. ...
President

Ramani
Dy. Manager Property / M
Greater Noida Industrial Dev. Authority
G-Block Sector-20, G.O. DA

100Rs.



Prasanna
President

Qmani
Dy. Manager Property / MS
Greater Noida Industrial Dev. Authority
G-Block Sector-29, I.OIDA

LEASE DEED

THIS LEASE DEED made on theday of August in the year Two Thousand between the Greater Noida Industrial Development Authority, a body corporate, constituted under section 3 of the 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 successor, assigns) of the ONE PART and Smt. Shakuntla Educational & Welfare Society having its office at 4405/6, Prakash Apartment Part-II, 5, Ansari Road, Darya Ganj, New Delhi-110002. (hereinafter called the "Lessee" which expression shall unless context does not so admit include heirs, executors, administrators, representatives and permitted assigns) represented through Mr. Suneel Galgotia, of the OTHER PART.

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

WHERE AS the Lessor has agreed to demise and the Lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing a building for running an Institute according to set back and Building Plan approved by the Lessor.

NOW THIS LEASE DEED WITNESSES AS FOLLOWS :

1. That in consideration of the premium of Rs. 4,51,01,669/- (Rupees Four Crores Fifty One Lakhs One Thousand Six Hundred Sixty Nine only) out of which Rs. 1,28,89,813/- (Rupees One Crore Twenty Eight Lakhs Eighty Nine Thousand Eight Hundred Thirteen only) have been paid by the lessee to the lessor. (the receipt whereof the lessor doth hereby acknowledge) and balance amount to be paid by the lessee in installments indicated below alongwith interest @ 15% compoundable after every six months. In case of default interest shall be payable @ 20% compounded half yearly on the defaulted amount for defaulted period.

1. Rs. 54,99,433/- on or before 18-10-2000
2. Rs. 54,99,433/- on or before 18-04-2001
3. Rs. 54,99,433/- on or before 18-10-2001
4. Rs. 54,99,433/- on or before 18-04-2002
5. Rs. 54,99,433/- on or before 18-10-2002
6. Rs. 54,99,433/- on or before 18-04-2003
7. Rs. 54,99,433/- on or before 18-10-2003
8. Rs. 54,99,433/- on or before 18-04-2004

Suneel Galgotia
18/10/00

Smt. Shakuntla

And in consideration of Rs. 11,27,542/- (Rupees Eleven Lakhs Twenty Seven Thousand Five Hundred Forty Two only) paid on account of annual lease rent for one year @ 2.5% of the total premium of the plot to be paid annually for 11 years or as stipulated by the Authority from time to time, and the said lease rent has to be paid by the lessee (the receipt whereof the lessor shall acknowledge). The total lease rent amounts to Rs. 1,24,02,959/- (Rupees One Crore Twenty Four Lakhs Two Thousand Nine Hundred Fifty Nine only). In case of default interest shall be payable @ 20% compounded half yearly on the defaulted amount for defaulted period.

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.-1, Institutional Area Phase-2, situated in Greater Noida Industrial Development Area, District: Gautam Budh Nagar contained by measurement 76,209.67 Sqm, out of which 4,047 Sqm is being allotted free of cost by the Lessor to the Lessee, be the same, a little more or less, and bounded.

Admeasurement 76,209.67 Sqm.

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

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

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 fromday of August, 2000 except and always reserving to the Lessor.

(a) Full rights and title to all mines and minerals in and under the demised premises or any part thereof. Yielding and paying therefor yearly lease rent in advance during the said term into the lessor on theday of August, 2000 in each year @ 2.5% of the total premium during the first eleven years amounting to 27.5% of the total premium of the plot or as stipulated by the Authority from time to time. The Lessee shall pay to the Lessor at his office or as otherwise directed, lease rent in advance on yearly basis. The lease rent will be Rs.11,27,542/- annually for the first 11 years chargeable from the date of execution of the Lease Deed. The Lessee shall pay lease rent annually in advance without waiting for any demand notice or reminder thereof. The lease rent would be enhanced after every 10 years from the date of execution of the lease deed by an amount not exceeding 50% of the annual lease rent or as stipulated by the Authority payable at the time of such enhancement. In case of default in payment of lease rent interest at the above said rate compounded every half yearly would be chargeable for the delayed period or as stipulated by the Authority.

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

Smt. Smt.

[Signature]
President

[Signature]
Dy. Manager Property / ...
Sd/- ...

- (a) Total permissible FAR of ----- shall be calculated on the plot area and ground coverage shall be-----% as per the Building Byelaws of the Authority.
- (b) That the lessee will pay to the Lessor the balance of the premium in installments mentioned in clause I above by the dates mentioned therein. If the lessee shall fail to pay any installments by the due date for payment thereof, he shall thereafter pay the same with interest as mentioned in clause I above. The payment made by the lessee shall be first adjusted towards the interest due, if any, and thereafter towards the premium, if any, and balance, if any, shall be appropriated towards the lease rent notwithstanding any direction/ request of the lessee to the contrary. If the lessee makes default in payment of premium and interest for three consecutive installments the Lessor shall have a right to determine the lease and to resume possession.
- (c) That the Lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or inconvenience of the other habitants of the place.
- (d) That the Lessee will do the internal development work of the plot according to the specifications, regulations and sub-regulations of the Lessor at his own cost and erect on the demised premises in accordance with the plan, elevation and design and in a position to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and in a substantial and workman like manner, institutional buildings including Hostels, Auditorium, playgrounds etc. only 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.
- (e) That the Lessee will keep the demised premises and the buildings at all times in a state of good and substantial repairs and in a hygienic sanitary condition to the satisfaction of the Lessor.
- (f) The Lessee shall do the internal development work of the demised premises according to the regulations and sub dimension regulation of the Lessor.
- (g) The Lessee shall construct the building at its own cost after getting the layout and building plans approved by the Lessor as per its regulations. The Lessee shall submit layout and building plans for approval from the Lessor within 2 months from the date of execution of the lease deed. Construction of buildings for the Institute shall be completed within 18 months from the date of approval of the plans provided that the work is not delayed for reasons beyond control. The Lessee shall obtain completion certificate from the Lessor within this period.
- (h) The Lessee shall start construction on the demised premises within six months from the date of approval of Building Plan. In case the applicant fails to start/complete construction or commence the activity for which the land has been allotted, within the time period, or extended time period decided for that purpose, the allotment/lease can be cancelled/determined. On such cancellation/determination 20% of the premium shall be forfeited and the Lessor shall resume possession of the plot alongwith any structure thereon with the allottee having no right to claim compensation thereof. The balance amount shall be refunded without any interest.

Kumar
6-Block 2000 2000 2000

Prabhu

- (i) Lessee shall obtain necessary recognition from the concerned authorities for its academic courses in Engineering and Technology, Master of Computer Application, Bachelor in Information Technology, Bachelor in Computer Science, Bachelor in Electronics, Bachelor in Instrumentation, Bachelor in Electrical Engineering and a Senior Secondary School in India to run the institute of the Lessee. And the Lessor reserves the right of admission of minimum of ten students, as he considers just or expedient. The lessee in consultation with Greater Noida, shall make its admission policy and fee structure for locals and staff of Greater Noida so that a certain percentage of the students find representation in various classes on merit.
- (j) In case of transfer, transfer charges as fixed by the Lessor shall be payable by the Lessee to the Lessor at the time of transfer. The said transfer shall only be executed after the permission in writing has been given by the Lessor. In case the transfer is taken without the permission in writing action will be taken, as breach of contract and the decision of the Chief Executive Officer/Lessor shall be binding on the two parties.
- (k) The Lessee shall use the demised premises only to run a "Engineering College cum Master of Computer Application cum Senior Secondary School" and no other purpose without the consent of the Lessor and subject to such terms and conditions as Lessor may be imposing and will not do or offer to be done on demised premises or any part thereof, any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or the owners or occupiers of other premises in the neighborhood.
- (l) That the Lessee will not erect or permit to be erected any building on the demised premises without the previous permission, in writing, of the Lessor and except in accordance with the terms and such permission in writing of the plan, if any, approved by the Lessor or any officer authorised by the Lessor On that behalf and in case of any deviation from such terms of plan will immediately upon receipt of notice from the Lessor or such requiring him so to do correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation in 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 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.
- (m) That the lessee will in no case assign, relinquish (except in favour of the Lessor), sublet, transfer or part with possession of the demised premises without prior permission of the Lessor. Such permission shall be at the sole discretion of the Chief Executive Officer of the Lessor or any officer authorised by him/her. The discretion of the Lessor in the matter shall be conclusive, binding and final. The lessee may, however, with the prior permission of the Lessor and subject to such conditions as it may impose, mortgage the demised premises to any financial institutions/Bank/Govt. organisation/ private corporate body/ venture fund for seeking loan to complete the Project.
- (n) PROVIDED that in the event of sale or foreclosure of the mortgaged or charged property the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said land as first charge, having priority over the said mortgage charge. That the lessor shall have first charge upon the demised premises for the amount of unpaid balance charges, interest and other dues of Authority. The

Dr. Smt. Shikuntla Devi, Social & Welfare Society

Shikuntla Devi
President

K. Ravi
By *K. Ravi*
Greater Noida Industrial Dev. Authority
G-Block Sector-20, NOIDA

decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

- (o) That the lessee will not assign, relinquish, mortgage, sublet, transfer part with possession of any portion less than the whole of the demised premises and building thereon nor cause any sub-division thereof by metes and bounds or otherwise.
- (p) PROVIDED always that if the lessee or transferee or permitted assignees, as the case may be, will assign, relinquish, mortgage sub-let or transfer the demised premises and building thereon on the said terms will deliver at its own expense to the Lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed duly registered under the Indian Registration Act or any other amending statute. Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid. The lessors right to recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply to involuntary sale or transfer, be it by or through execution of degree of insolvency/court.
- (q) That the lessee will permit the members, officers and subordinates of the Lessor and workman and other employed by the lessor from time to time and at all reasonable time of the day, during the said term after three days previous notice to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the Lessee will give notice of the provision of this sub-clause to his/her/their tenants.
- (r) That the lessee will construct the building according to the architectural and elevation control as prescribed by the lessor and as per the building byelaws of the authority as permissible at the time subject to the changes as prescribed (if any) in the future.
- (s) 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 horses, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- (t) That the lessee shall not exercise his/her/its/their option of determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood, or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- (u) That the lessee shall endeavor to erect and complete the building on the leased land within the stipulated period and become functional immediately thereafter, unless extension is allowed by the lessor in exceptional circumstances and on such terms and conditions as it may impose.
- (v) That in case the lessee does not construct building within the time provided for above, this deed of lease will be void and his interest in the property will determine. However, in exceptional circumstances, extension can be allowed by the lessor or any officer authorised by him subject to the fulfillment of such conditions, charges as he may impose for the same.

Shal...

Shal...

(w) If the Lessee does not abide by the terms and conditions and Building regulations or any other rules and regulations framed by the Authority the lease may be determined by the Lessor and the possession of the demised premises may be taken over by the Lessor and the lessee in such event will not be entitled to claim any compensation thereof.

(x) If the lessee fails to achieve the object for which land has been allotted the same shall revert back to Lessor on such terms and conditions as the Chief Executive Officer or the Lessor may decide and the decision of the Lessor is conclusive and binding on the Lessee. In addition to the other specific clause relating to cancellation the Authority/ Lessor shall be free to exercise its rights of cancellation of lease/ allotment in the 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/ allottee / lessee for breach/ violation of terms and condition of registration / allotment/ lease and/ or non-deposit of allotment money.

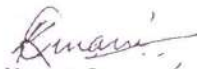
In the event of cancellation, under sub clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Authority/ Lessor with structure thereon, if any, and the allottee/ lessee will have no right to claim compensation thereof.

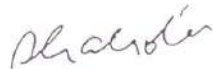
In the event of cancellation, under sub clause (2) & (3) above, the entire registration money shall be forfeited and balance shall be refunded without any interest.

III AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THOSE PRESENT AS FOLLOWING: -

(A) Notwithstanding anything hereinbefore contained if there shall have been of the opinion in the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under its of any of the covenants or conditions hereinbefore contained and on its parts 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 the Institute on it as herein before provided within the period mentioned in clause II (g) it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof determine this demise and thereupon if :-

- (i) At the time of re-entry if the demised premises has not been occupied by any building constructed by the lessee thereon, the lessor may re-allot the demised premises and refund the payments already made without interest after deducting arrears of lease rent, if pending and 20% of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise or surrender by the lessee as the case may be to a minimum deduction of Rs. Ten Lacs (Rs. 10,00,000/-)


By Manoj Kumar
Greater Noida Development Authority
6-Block Sector-20, NO DA


Present

At 5:00 PM

(ii) At the time of re-entry 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 building, fixtures and things which at any time and during the terms shall be affixed or set up with or upon the said premises and leave the said premises in as good 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 building, fixtures and things before or within the period herein specified, the demised premises shall be re-allotted and the lessee may be paid such amount as may be determined by the Lessor, provided that the Lessor at its option agrees to purchase the said erection, buildings, fixtures upon payment to the Lessee price thereof 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 mis-representation and mis-statement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the Lessor alongwith forfeiture of the total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

(C) 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 person claiming through or under his shall be recoverable by the lessor.

(D) 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 made thereunder shall be deemed to be duly served as provided u/s 43 of the Pradesh Urban Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P. Act No. 30 of 1974).

(E) 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 power exercisable by it under this lease.

(F) PROVIDED that the expression 'Chief Executive Officer' shall include the Chief Executive Officer for the or any other officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

(G) All dues of the lessor shall be recoverable as arrears of land revenue.

(H) The entire legal expenses of execution of this lease deed including the 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) The Chief Executive Officer or the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.

[Signature]

[Signature]

[Signature]

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

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

IN THE PRESENCE OF

(1) Witness S. C. Jain
42 Bhanu Nagar
New Friends colony
N. Delhi - 65

for and on behalf of lessor

Ramani
1/14

Address

(2) Witness Jitendra
Jitendra Prasad
38-5, Pt. B, Market
Phase-1, N. Delhi - 91

for and on behalf of the lessee

Jitendra

Address

Certified that this is a true and exact copy of the original in all respect.

LESSEE

For and on behalf of the Lessor

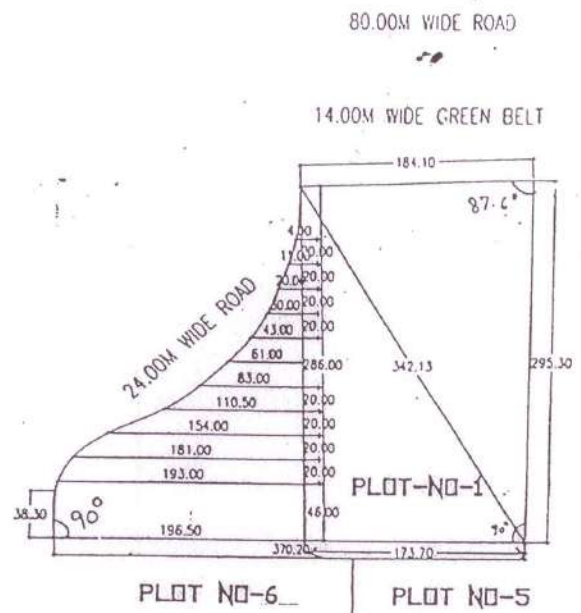
Ramani
1/14

Witness

for the lessor

Jitendra
President

Plot No-1



PLOT NO-2

Shaloo
President

Pranav
By *Pranav*
Greater Noida Industrial Development Authority
G-Block Sector 27 Noida

AREA-76209.67 sqm

| | | |
|---|--|--------------------------|
| SIGN- POSSESSION TAKEN OVER ALLOTEE | SIGN- POSSESSION HANDED OVER ALLOTEE | |
| LEASE PLAN OF PLOT-NO-1 OF INSTITUTIONAL AREA PHASE-II | <i>SComar</i> ASST MGR(ENGG) | <i>S.S.</i> MGR(ENGG) |
| GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY | SM(ENGG) | <i>Az</i> DRAUGHTSMAN |



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
 H-169, SECTOR-GAMMA, GREATER NOIDA CITY
 DISTT. GAUTAM BUDH NAGAR (U.P.)
 PIN-201 306

POSSESSION CERTIFICATE

Letter No. ENGL/1000/1899
 Date 9/8/2000

Plot Code
 Allotment No.
 Plot No. 1
 Block No. East Area Phase II
 Sector

Lessee/Allottee's Name
 & Address Smit Balgaliya
S. Smt. Shakuntala Education
Welfare Society 4405/6
Prakash Apartment Part II
S- Ansari Road Sec 44 New Delhi 110025

| Status/Boundaries of plot | Dimensions | Area (In Sq. m.) | Remark |
|--|------------|------------------|--------|
| North-East..... <u>24.0 wide road</u> | | 76209.67 | 2 |
| South-West..... <u>Plot No - 2</u> | | | |
| South-East..... <u>14.0 m Green Belt</u> | | | |
| North-West..... <u>Plot No - 5 & 6</u> | | | |

Site plan of the plot is enclosed herewith.

I/We have taken over possession of the plot No. 1 Block No. East Area Phase II Sector 9-0-2000

I/We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession handed over by

Possession taken over by

[Signature]
 9/8/2000
 Assistant Manager (Civil)
 Greater Noida Industrial
 Development Authority

[Signature]
 9/8/2000
 Signature of the lessee

- Copy to:
 1. Lessee
 2. General Manager (Property)
 3. General Manager (Finance)

(
 Assistant Manager (Civil)