



THIS SURRENDER DEED is made on this 23 day of October 2015 by and between M/s Ansal Properties and Infrastructure Limited, a company formed and existing under the provisions of the Companies Act, 1956 having its registered office at 115, Ansal Bhawan, 16 Kasturba Gandhi Marg, New Delhi-110001 hereinafter called the Lessee, through its Authorised Signatories Mr. Piyush Goel, S/o Shri V.K. Agrawal and Mr. Jitendra Kumar, s/o Shri Girraj Singh a/o 115 Ansal Bhawan, 16 K.G. Marg, New Delhi-110001 duly authorized by the Board of Directors vide Resolution dated 12th August 2014 in favour of Greater Noida Industrial Development Authority, an authority constituted under the provision of the U.P. Industrial Area Development Act, 1976, hereinafter called the Lessor which expression unless repugnant to the context includes its successors:

WHEREAS by allotment letter dated 15.09.2006, Builders Residential/Group Housing Plot No. GH 01, Sector ETA-II, GREATER NOIDA having an area of 48.27 ACRES (actual area approx. 195348.69 sq. m.) was allotted to the lessee;

AND WHEREAS a Lease Deed dated 30.08.2007 was executed by the Lessor, Greater Noida Industrial Development Authority, in favour of the Lessee, M/s Ansal Properties and Infrastructure Limited and the same was registered in the Office of the Sub-Registrar, Greater Noida on 30.08.2007 vide Bahi No. 1 Jild No. 2413 Page Nos. 1 to 30 at SI. No. 10348 for an area of approx. 188603 sq. mtrs.

Page 1 of 1

[Signature]

Ansal Properties And Infrastructure Ltd.

[Signature]

[Signature]
Authorized Signatory

112 OCT 2015

राष्ट्रीय कार्य कर प्रयोजन

राष्ट्रीय सेवा कर प्रयोजन

राष्ट्रीय सेवा कर प्रयोजन

पवन कुमार शर्मा स्टाम्प विक्रेता

लाइसेंस नम्बर-25/1980

लाइसेंस को नवीनीकरण की तारीख 31-3-2016 तक

अधिकृत विक्रेता करने का स्थान उप निवास

पट्टे का अभिलेख

10,000.00

50

10,050.00

2,500

फॉस रजिस्ट्री

नकल व प्रति शुल्क

योग

अच्छ लगभग

मै0अंसल प्रो0 एण्ड इन्फ्रा0लि0द्वारा पीयूष गोयल

वी0के0अग्रवाल

पुत्र श्री

व्यवसाय

निवासी स्थान

115 अंसल भवन 16 के0जी0मार्ग नई दिल्ली

अस्थायी पता

115 अंसल भवन 16 के0जी0मार्ग नई दिल्ली

वै0 वट लगभग इस कार्यालय में

दिनांक

28/10/2015

समय 1:43PM

वज्र निवन्धन हेतु पेज किया



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(जे0पी0सिंह प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

28/10/2015

निष्पादन लेखपत्र वाद भुनने व समझने मजमून व प्राप्त श्रेयशालि रु. प्रलेखानुसार उक्त

प्र. अ. म. म.

द्वितीय पक्ष

मै0अंसल प्रो0 एण्ड इन्फ्रा0लि0द्वारा पीयूष गोयल

पुत्र श्री वी0के0अग्रवाल

पता

निवासी 115 अंसल भवन 16 के0जी0मार्ग नई दिल्ली

दिल्ली

श्री संजीव कुमार शर्मा

प्रतिनिधि प्रे0नौ0औ0वि0प्रा0द्वारा स्नेहलता (प्रे0स0)

पुत्र श्री

पेशा नौकरी

निवासी ग्रेटर नोएडा

मै0अंसल प्रो0 एण्ड इन्फ्रा0लि0द्वारा जितेन्द्र

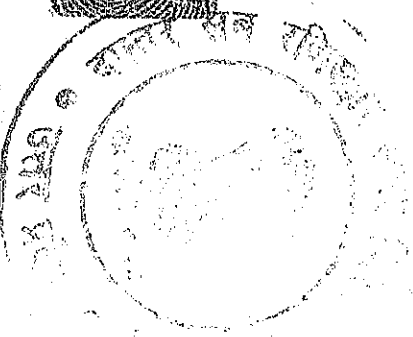
कुमार

पुत्र श्री गिराज सिंह

पेशा

निवासी 115 अंसल भवन 16 के0जी0मार्ग नई दिल्ली

दिल्ली



AND WHEREAS vide Possession Certificate dated 05.09.2007, possession of Plot No. GH 01, Sector ETA-II, Greater Noida, having an area of approx. 188603.98 Sq.mtr. was handed over by the Lessor to the Lessee and the same was acknowledged in writing by the Authorized Signatory of the Lessee;

AND WHEREAS, vide letter dated 20.02.2009 the Lessee requested that the area allotted and leased to them be reduced and the amounts deposited by them be adjusted against the amount payable for the reduced area;

AND WHEREAS vide letter dated 25.10.2011 the Lessor informed the Lessee that their proposal for reducing the area allotted and leased, in terms of the Policy dated 6.1.2009 formulated by the Govt. of U.P. has been accepted and accordingly an area of 52744.15 Sq.mtr. would continue to be in possession of the Lessee while the balance area of 135859.83 Square Meters shall be surrendered by the Lessee to the Lessor and further that an amount equivalent to 10% of the total premium deposited against the original Plot No GH 01, Sector ETA-II, Greater Noida shall stand forfeited. Apart from this stamp duty, lease rent, processing fees, interest/penal interest, transfer charges, revival charges or any other statutory charges deposited till date of exit policy shall not be refunded as per G.O. dated 06.01.2009 in lieu of the order of the Hon'ble High Court dated 14.11.2011.

AND WHEREAS the said exit option in the case of the Lessee was also approved by the Authority vide item no. 10 passed in its 90th Board Meeting held on 02.09.2011.

AND WHEREAS the Lessee seeking permission to surrender part of the leased land and the approval of the lessor to the aforesaid proposal of the lessee, the lessee is desirous of executing this Surrender Deed in respect of 135859.83sq. mtr. of land in favour of Lessor.

NOW, THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of a total premium of Rs.2,59,33,04,725/- of Plot no. GH-01, Sector ETA-II, Greater Noida was allotted and leased by the Lessor to the Lessee, the Lessee could deposit only a sum of Rs.80,58,13,347/- towards premium and therefore the Lessee hereby surrenders to the Lessor an area of 135859.83sq. mtr. of land.

2. The Lessee, from the date of execution of this Surrender Deed, shall be absolved of its liability to pay the premium in respect of the surrendered area i.e. an area of 135859.83sq. mtrs.

3. That the Lessee covenants and accepts that as consideration for acceptance of their proposal to surrender 135859.83sq. mtr. of land, an amount of Rs. 8,05,81,334.70 shall stand forfeited in favour of the Lessor.

Greater Noida Ind. Dev. Authority

Ansal Properties And Infrastructure Ltd.
Authorized Signatory

4. The decision regarding refund of excess payment of amount pertaining to the promissory One Time Lease Rent of Rs. 21.53 Crores paid by the Lessee in respect of the 188603.98 square meters of land at Plot No. GH 01, Sector ETA-II, Greater Noida and refund of excess stamp duty paid are under consideration of Industrial Development Department of U.P. Government. Therefore the decision of the Govt. of U.P. in this regard shall be applicable/binding on both the parties.

5. The Lessee covenants that the area which is now being surrendered hereby is free from any encumbrance, mortgage, third party interest or litigation. The Lessee further covenants that they have not executed any document or created any encumbrance in respect of surrendered area in favour of any Bank or Financial Institution.

6. The Lessee also covenants that the area which is being surrendered by this Deed is vacant and that they have not changed, in any manner whatsoever, the nature of land during the period the possession of the surrendered area has remained with the Lessee from the date of the lease deed dated 30/08/2007 till date.

7. The Lessee covenants that upon execution of this Surrender Deed, from 20.02.2009 they shall not have any right, title or interest whatsoever in the surrendered area of Plot No GH 01, Sector ETA-II, Greater Noida and the Lessor shall be free and entitled to allot such area or deal with the same in such manner as they deem fit and proper.

8. The Lessee also covenants that they have not raised any loan, floated any scheme or accepted any advance from any person in respect of the construction which they initially intended to make but could not actually make construction over the surrendered area.

9. The Lessee hereby hands over actual physical and vacant possession of 135859.83 sq. mtr. of Plot No GH 01, Sector ETA-II, Greater Noida to the Lessor and is separately also executing a Possession Certificate and delivering actual physical and vacant possession of the surrendered area to the Lessor.

10. The Lessee also covenants and agrees to indemnify the Lessor in case any third party raises any claim whatsoever in respect of the surrendered area against the Lessor.

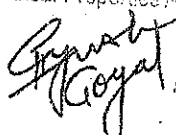
11. The Schedule of this Surrender Deed shall be deemed to be a part of this Deed.

12. It is agreed that this Surrender Deed shall form part of the Lease Deed dated 30/08/2007 which Lease Deed to the extent of the subject matter of this Surrender Deed shall stand modified and the said Lease Deed dated 30/08/2007 shall be and always to be construed for 52744.15 sq. mtrs of land. (Revised Lease Plan Enclosed).

13. FAR of Plot no. GH-01, Sector ETA-II will be 175 as this is not a fresh allotment and rest shall be purchasable as per building bylaws.


Ansal Properties And Infrastructure Ltd.
(Authorized Signatory)

Ansal Properties And Infrastructure Ltd.


Authorized Signatory

Page 3 of 4

14. Any dispute arising out of or in connection with this deed or the interpretation of any clause thereof shall be referred for adjudication by a Sole Arbitrator to be appointed by the Chief Executive Officer of the Lessor. The District Courts of Gautam Budh Nagar and the High Court of Judicature at Allahabad shall have exclusive territorial jurisdiction in all matters arising out of or in connection with this deed.

15. It is agreed between the parties hereto that in case of any clarification or interpretation of the contents of this Deed, the decision of the Chief Executive Officer of the Lessor shall be final and binding.

ON WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THE DAY AND YEAR AND PLACE FIRST MENTIONED.

WITNESSES:

LESSOR 
Manager (Builders)

oida Indl. Dev. Authority

1.

G. Lenden Singh Seth.

R. B. Singh. U-6-53

Anshul Praga Chetani

2.

No. 106

Ansal Properties And Infra


Authorized Signatory
LESSEE



 Sd/- Tanke Prasad

Bela A. Chetani No. 106

द्वितीय पक्ष

Registration No. : 23032

Year : 2,015

Book No. : 1

0201 संजीव कुमार शर्मा प्रतिनिधि ग्रेड 0 नौ औ 0 वि 0 प्रा 0 द्वारा स्नेहलता

ग्रेडर नोएडा

नोकर



ने निष्पादन करवाया किता ।

निष्पादक पञ्चान श्री दिलीप कुमार

पुत्र श्री लालकै प्रसाद

पेशा

निवासी सी-471 बीटा-1 ग्रेटर नोएडा

व श्री जितेन्द्र सिंह

पुत्र श्री आर०वी० सिंह

पेशा

निवासी यू जी-53 अंसल प्लाजा ग्रेटर नोएडा

ने की ।

पञ्चसप्त पट माखियों के निशान अंगूठे नियमानुसार लिखे गये हैं।



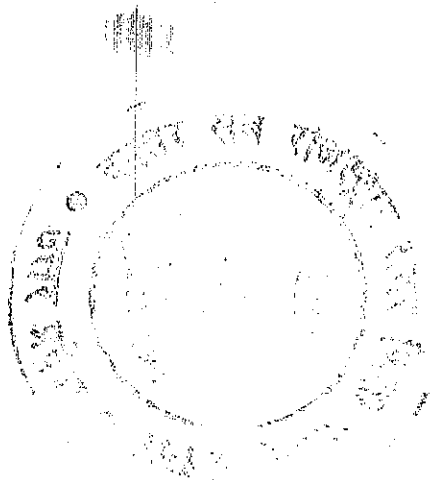
रजिस्ट्रार अधिकारी के हस्ताक्षर

(जे०पी० सिंह प्रभारी)

उपनिबन्धक सदर

मौज्जमाबुद्दुनामार

28/10/2015



आज दिनांक 28/10/2015 को

वही सं 1 जिल्द सं 18983

पृष्ठ सं 1 से 10 पर क्रमांक 23032

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

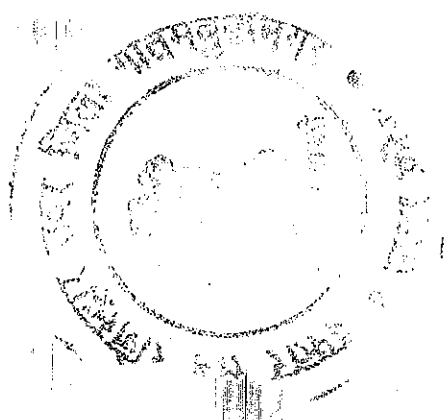


(जे०पी० सिंह प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

28/10/2015



प्रथम पक्ष

Registration No.: 23032

Year : 2015

Book No. : 1

0101 श्री अंसल प्रो एण्ड इन्फ्रा लि द्वारा पीयूष गोयल

वीकेओअग्रवाल

115 अंसल भवन 16 केजीएमार्ग नई दिल्ली



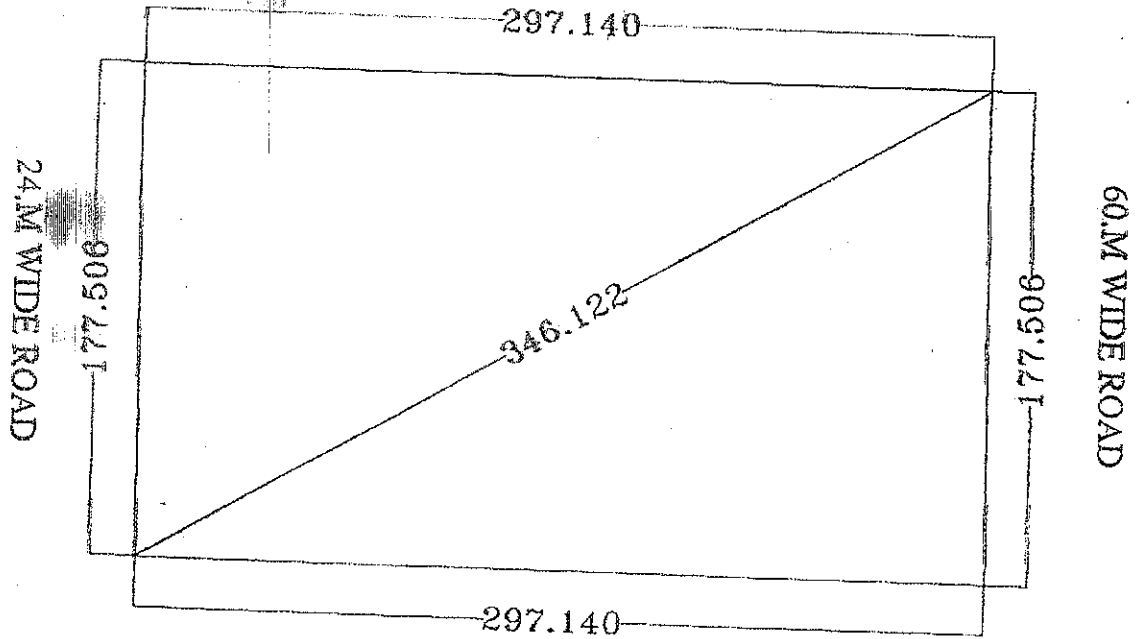
0102 श्री अंसल प्रो एण्ड इन्फ्रा लि द्वारा जितेन्द्र कुमार

गिराज सिंह

115 अंसल भवन 16 केजीएमार्ग नई दिल्ली



PLOT NO GH-02



PLOT NO, GH-1A

Manager (Builders)
AREA-52744.15 SQM
Greater Noida Indl. Dev. Authority

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

POSSESSON TAKEN OVER ALLOTTEE	SIGN POSSESSON HANDED OVER			NORTH ↑
LEASE PLAN OF PLOT NO.GH-01 SECTOR ETA-2 GREATER NOIDA	PROJ. DEPTT	ASST.MANAGER	MANAGER	SR.MANAGER
	LAND. DEPTT	LEKHPAL	NAYAB TAHSEEL DAR	TAHSEEL DAR
	LAW. DEPTT	A.L.O.		MANAGER
	PLANIG. DEPTT	SR.DRAUGHTSMAN		SR.EXECUTIVE

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT