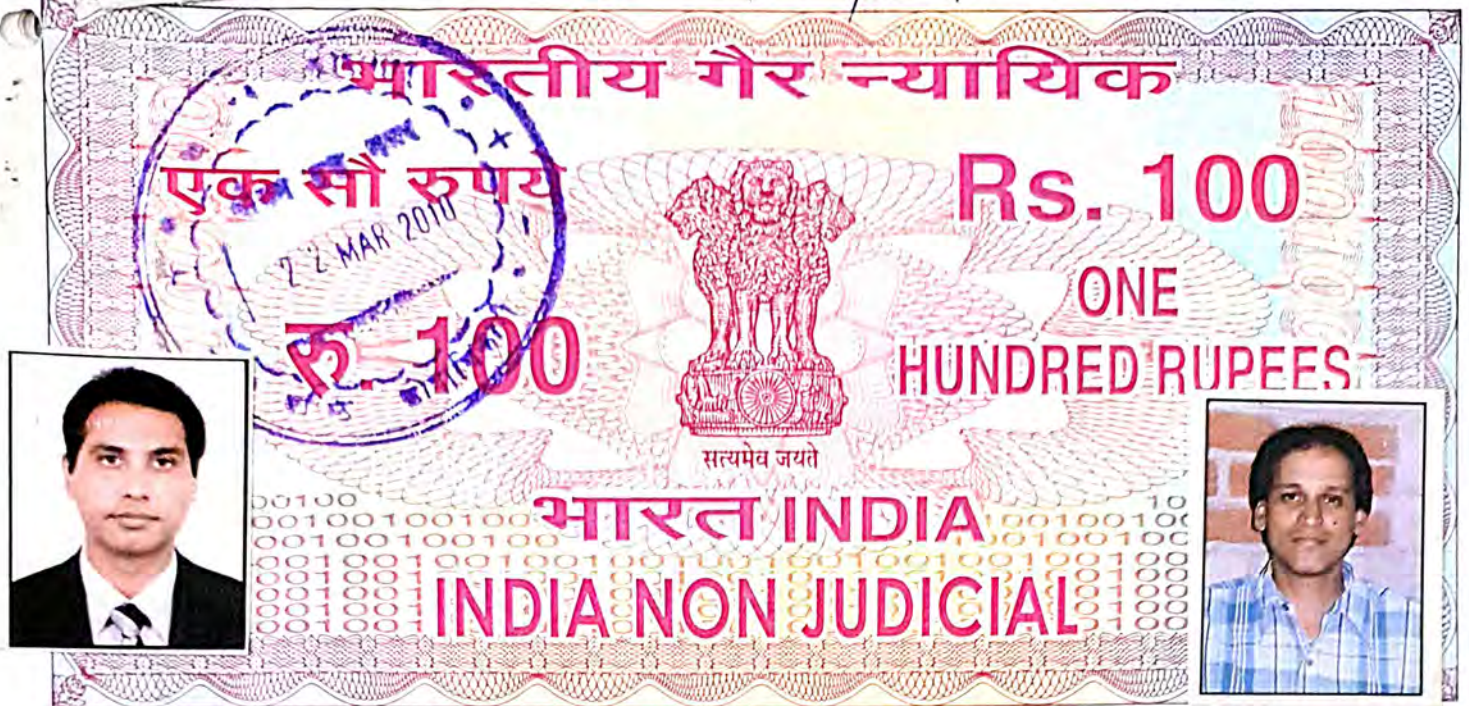


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उत्तर प्रदेश UTTAR PRADESH

AE 658521

LEASE DEED

THIS LEASE DEED MADE ON THE 26th day of March in the year 2010 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, assigns of the one part and M/s R.S. Resource Management Consulting Private Limited, a company incorporated under the Companies Act, 1956 (No. 1 of 1956) and having its registered office at 326, Master Mind-I, Royal Palm, Aarey Colony, Goregaon (East) Mumbai MH-400090 represented hereby through its Director Mr. Rajesh Malik S/o Sh. R.L. Malik Age- 47 years R/o 636, Sector-29, Noida (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 desirous to facilitate development of IT Industries and IT enabled Services in Greater Noida in the private/joint venture sector. "IT Industries and Call Centers" 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 Call Centers ("the project and facilities") shall include, but not be limited to, the broad elements as listed in SCHEDULE--I of this deed.

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.

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AND WHEREAS the lessor vide letter dated 31.10.2007 has allotted 40000 sqm. (As per lease plan 40470 sqm) of land in Sector Chi-V 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.

AND Whereas the Government of U.P. vide its notification no. 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.

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.

For R S RESOURCE MANAGEMENT
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I) **NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:**

That in consideration of the premium of Rs. 9,23,72,775/- (Rupees Nine crores twenty three lacs seventy two thousand seven hundred seventy five only) out of which Rs. 2,84,62,775/- (Rupees Two crores eighty four lacs sixty two thousand seven hundred seventy five only) have been paid by the lessee to the 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 6,39,10,000/- (Rupees Six crores thirty nine lacs ten thousand only) is to be paid in installments along with interest @ 11 % p.a. on outstanding balances on the dates mentioned hereinafter :-

1.	Rs. 88,40,883.33	on or before 29.06.2008	Paid
2.	Rs. 85,47,962.49	on or before 29.12.2008	Paid
3.	Rs. 82,55,041.66	on or before 29.06.2009	Paid
4.	Rs. 78,07,663.83	or on before 29.12.2009	Paid
	(79,62,120.83-1,54,457=78,07,663.83)		
5.	Rs. 76,69,200.00	or on before 29.06.2010	Due
6.	Rs. 73,76,279.17	or on before 29.12.2010	Due
7.	Rs. 70,83,358.33	or on before 29.06.2011	Due
8.	Rs. 67,90,437.50	or on before 29.12.2011	Due
9.	Rs. 64,97,516.66	or on before 29.06.2012	Due
10.	Rs. 62,04,595.83	or on before 29.12.2012	Due
11.	Rs. 59,11,675.00	or on before 29.06.2013	Due
12.	Rs. 56,18,754.16	or on before 29.12.2013	Due

And in consideration of Rs. 23,09,320/- (Rs. Twenty three lacs nine thousand three hundred twenty 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 --/- 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. INS-02 pocket at sector Chi-V area situated in Greater Noida Industrial Development Area District, Gautam Budh Nagar contained by admeasurement 40470 SQM' be the same, a little more, or less, and bounded by:

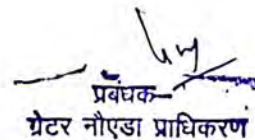
Admeasurement- 40470 SQM

ON THE NORTH BY- As per lease plan

ON THE SOUTH BY —do-

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.


DIRECTOR


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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 **red**.

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.

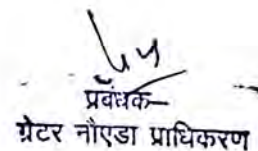
TO HOLD the said plot (hereinafter referred to as "the demised premises) with their appurtenances unto the Lessee to the term of Ninety Years Commencing from 26th day of March year 2010 except and always reserving to the Lessor :-

- (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 26th day of March of each year 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. **23,09,320/- (Rs. Twenty three lacs nine thousand three hundred twenty 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 @14% per annum compounded quarterly yearly would be chargeable for the delayed period.

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

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.


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पददा गृहीता

Registration No. 4663

Year : 2010

Book No. 1

0201 श्रीआरओएसओरिश्मोर्च मैनेजमेन्ट कंसो प्रओलिओरा राजेरा मलि
आरओएसओरिश्मोर्च
035 सीओ-20 जीएडा
आचार



- a) That the lessee shall pay to the lessor the balance premium in the instalments, with interest @ 11% 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 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 @ 14% 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 instalment 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 nationalized 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 instalment due and then lease rent payable.
- e) That failure to pay any instalment 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.
- 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.

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.

DIRECTOR


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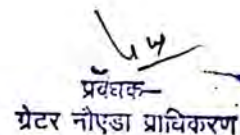


- i) The lessee shall be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification and street lighting, water supply, sewerage and road side arboricultural, development of parks, adequate provision 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 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. 40 crores**, excluding the land cost, in the project 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.

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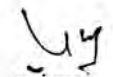

DIRECTOR


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- p) That the lessee shall develop the "the project and facilities" on the demised premises and meet the following norms of development.
- i) Minimum area of 4000 sqm would be required for establishment of IT/ITES units.
 - ii) Maximum ground Coverage of 30 % and FAR 187.50. In case of units from one acre upto 2.5 acres, the maximum ground coveragr would be 25%.
 - iii) Allottees of 5 acres or more would be allowed maximum 10% of total FAR for institutional facilities mentioned in schedule-II. Rest 90% would be used for IT/ITES.
 - iv) When the area is 10 area or more and investment is proposed to be more than 50 crores, in such cases 10% of FAR would be permitted for Residential use for employees and officers of unit/organization including chowkidars and peons, subject to the ratio of institutional and residential facilities should not exceed more than 15% of FAR and rest 85% FAR would be primarily used for IT/ITES.
 - v) Allottees of 20 acres or more would be allowed maximum 25% of the total FAR for residential/commercial/institutional facilities and the rest 75% would be utilized for IT/ITES purpose, subject to the condition that maximum of 10% of total FAR would be for residential use and maximum of 10% of total FAR would be for commercial use.
 - vi) Residential/Commercial/Institutional facilities allowed in IT/ITES/STP are mentioned in Schedule-II.
 - vii) 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.
 - viii) The allottee shall sell (transfer) the Commercial and Residential FAR in proportion to the sale (transfer) of FAR of IT Industries and IT Enabled Service areas.
However on the sale/tripartite sub-lease deed no exemption on payment of stamp duty are granted, it shall be payable as per the provisions of the Stamp Act.
- 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. **This transfer shall be subject to execution of a Tripartite sub lease deed on the Performa approved by the lessor.**

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- 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 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

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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 get the detailed building plan approved from 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. 40% 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.
- 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.

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10/11/2019

10/11/2019

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.
- 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 40% 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 5 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 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 of the Nationalized Bank in favour of lessor as per the Performa annexed to this agreement
 6. The lessee has submitted a Bank Guarantee of Rs. 1,12,08,100/-

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(Rupees One crore twelve lacs eighty thousand one hundred only) from State Bank of India, Trade Finance CPC, C Block, 7th floor, 11, Parliament Street, New Delhi which is equivalent to Stamp Duty being claimed while executing this instrument and is valid upto 30.09.2015 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 30.12.2005 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 in clause -5 of this instrument along with interest thereon @ 18% per annum upto the date of payment for which they are claiming exemption in terms of the G.O. NO. 3014/77-6-05-500(40)/2000 dated 19.12.2005 and 2168/78-2-2005-48 IT/2005 dated 30-12-2005. The 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.

cc) **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:

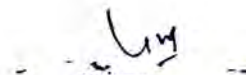
- 1) Allotment being obtained through misrepresentations/suppression of material facts.
- 2) Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
- 3) Default on the part of the applicant/lessee for breach, violation of terms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

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.


DIRECTOR

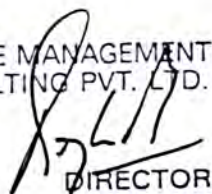

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ग्रैटर नौएडा प्राधिकरण

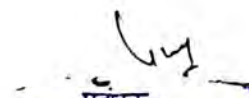
B. Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/them/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its 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 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 lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.


DIRECTOR


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- 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 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).
- 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 born 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 Gautam Budh Nagar (where the property is situated) or the High Court of judicature at Allahabad.
- L. ग्रेटर नोएडा द्वारा जनहित में अथवा अपने प्रयोगार्थ किसी भी आवंटित सम्पत्ति को आंशिक/पूर्ण वापिस लेने का पूर्ण अधिकार रहेगा तथा तत्समय की प्राधिकरण की दर से धनराशि दी जायेगी सम्बन्धित सम्पत्ति पर यदि निर्माण हुआ तो ग्रेटर नोएडा द्वारा आकलन के अनुरूप धनराशि दी जायेगी।
- M. ग्रेटर नोएडा द्वारा सम्पत्ति से सम्बन्धित विवरण आदि कभी भी मांगा जा सकता है जिसे देने के लिए वे बाध्य होंगे।

IN WITNESS WHEREOF THE parties hereto have set their hands on the day and in the

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.

DIRECTOR

प्रबंधक
ग्रेटर नोएडा प्राधिकरण

year hereinafter above written.

In the presence:

1. Witness

For & on behalf of Lessor

2. Witness

For & on behalf of the Lessee

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.


DIRECTOR


प्रबंधक
ग्रैटर नोएडा प्राधिकरण

प्रमाणित किया जाता है कि विलेख राज्य की औद्योगिक एवं सेवा क्षेत्र निवेश नीति-2004 के अन्तर्गत जारी शासनादेश सं० 1547/77-6-09-15(एम)/05 दिनांक 21-08-2009 के प्रस्तर-2(क) के कम में महा प्रबन्धक(आई.टी.), ग्रैटर नोएडा औद्योगिक विकास प्राधिकरण के पत्र सं०-आईटी०/आईटी०पी०६४/2010/343 दिनांक 26-03-2010 के अधीन मैं० आर० एस० रिसोर्स मैनेजमेंट कन्सल्टिंग प्राईवेट लिमिटेड, भूखण्ड सं० आईएनएस-02, सैक्टर-चाई-5, ग्रैटर नोएडा के पक्ष में प्रथम बार निष्पादित किया जा रहा है। इस प्रकार अन्तरित स्थावर सम्पत्ति का उपयोग उक्त नीति में वर्णित प्रयोजन से भिन्न प्रयोजन के लिए नहीं किया जायेगा।


(रमेश चन्द्रा)
महा प्रबन्धक
जिला उद्योग केन्द्र,
गौतमबुद्धनगर।
महा-प्रबन्धक
जिला उद्योग केन्द्र
गौतम बुद्ध नगर

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 R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.


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ग्रैटर नॉएडा प्राधिकरण

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

Residential areas:

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

- Residential uses
- Hostel
- Guest House
- Staff Quarter

Institutional Facilities:

- 1- Waiting and transit areas
- 2- Areas designated for public utilities i.e.
- 3- Travel Services
- 4- Telephone exchange
- 5- Electric sub station.
- 6- Water works.
- 7- Export related facilities.
8. Canteen.
9. Shop restaurant (Maximum 2% of FAR)
10. Creche & day care centre.
11. Operations and maintenance by specialized agencies.
12. Training center and library.
13. Health club for users/residents of IT industries and IT enabled services.
14. Games/entertainment room for users/residents of IT industries and IT enabled services.
15. Banking and financial services.

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16. Business center/conference facilities.

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ग्रेटर नोएडा प्राधिकरण

ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण
169, चितवन एस्टेट, सेक्टर गामा,
ग्रेटर नौएडा सिटी ।

पत्रांक - आई.टी. /2009/ 228

दिनांक - 27 जुलाई, 2009

सेवामें,

मै. आर.एस. रिसोर्स मैनेजमेंट कन्सल्टिंग प्राईवेट लिमिटेड,
बी-1/415, जनकपुरी,
नई दिल्ली - 110 058

विषय - सूचना प्रौद्योगिकी हेतु आवंटित भूखण्ड संख्या आईएनएस-2, सेक्टर चाई-5, ग्रेटर नौएडा के पट्टा प्रलेख निष्पादन के सम्बन्ध में ।

महोदय,

कृपया उपरोक्त सूचना प्रौद्योगिकी हेतु आवंटित भूखण्ड आवंटन पत्र दिनांक 31.10.2007 तथा एलोकेशन पत्र दिनांक 11.02.2009 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा आपके पक्ष में आई.टी. एवं आई.टी.ई.एस. के लिये 90 वर्ष के पट्टे पर भूखण्ड संख्या आई.एन.एस.-02 सेक्टर चाई-5 आवंटित किया गया है । उक्त भूखण्ड का पट्टा प्रलेख निष्पादन किये जाने हेतु लीजप्लान संलग्न है । अतः निम्नानुसार कार्यवाही पूर्ण कर लीजडीड कराने हेतु सभी प्रपत्रों सहित उपस्थित होने का कष्ट करें ।

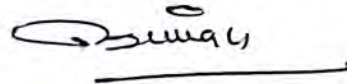
I. आवंटित क्षेत्रफल	40000 वर्गमीटर
क्षेत्रफल लीजप्लान के अनुसार	40537.67 वर्गमीटर
बढ़ा क्षेत्रफल	536.67 वर्गमीटर
बढ़े हुए क्षेत्रफल की धनराशि	रुपये 12,27,232.00

II इसके साथ ही लीजडीड हेतु आपको दो विकल्प उपलब्ध होंगे:-

प्रथम विकल्प स्टाम्प शुल्क देने पर

क) नॉन जुडीशियल स्टाम्प पेपर रुपये 58,99,000/-

लीजडीड की शर्तों सहित प्रारूप संलग्नक-क पर उपलब्ध है, जिसमें क्रियाशीलता हेतु 7 वर्ष उपलब्ध होंगे।





GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

H-169, Sector- Gamma-II, Greater Noida, Distt. Gautam Budh Nagar (U.P.)

INDUSTRIAL POSSESSION CERTIFICATE

Letter No. IND/IT/2010/18

Date 22/06/2010

Allotment No. IND/IT/2007/1013

Plot No. INS-02

Block No. -

Sector Chi-V

Lessee / Allottee's Name

& Address M/S. R.S. Resource

Management Consulting PVT

636, Sector- 25 Noida

Status/Boundaries of plot	Dimensions	Area (In Sq. m.)	Remarks
North-East		40537.67 sqm	
South-West			
South-East			
North-West			

Site plan of the plot is enclosed herewith.

I/We have taken over possession of the plot No. INS-02 Block No. -

Sector Chi-V on 10-6-2010

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

Possession handed over by

प्रबंधक-II (उद्योग)
ग्रेटर नोएडा प्राधिकरण

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.
Possession taken over by

DIRECTOR

MANAGER (IND/I.T.)

Copy to

1. Lessee
2. General Manager (Plng.)
3. General Manager (Engg.)

For R S RESOURCE MANAGEMENT
CONSULTING PVT. LTD.
Signature of the lessee

DIRECTOR

प्रबंधक-II (उद्योग)
ग्रेटर नोएडा प्राधिकरण

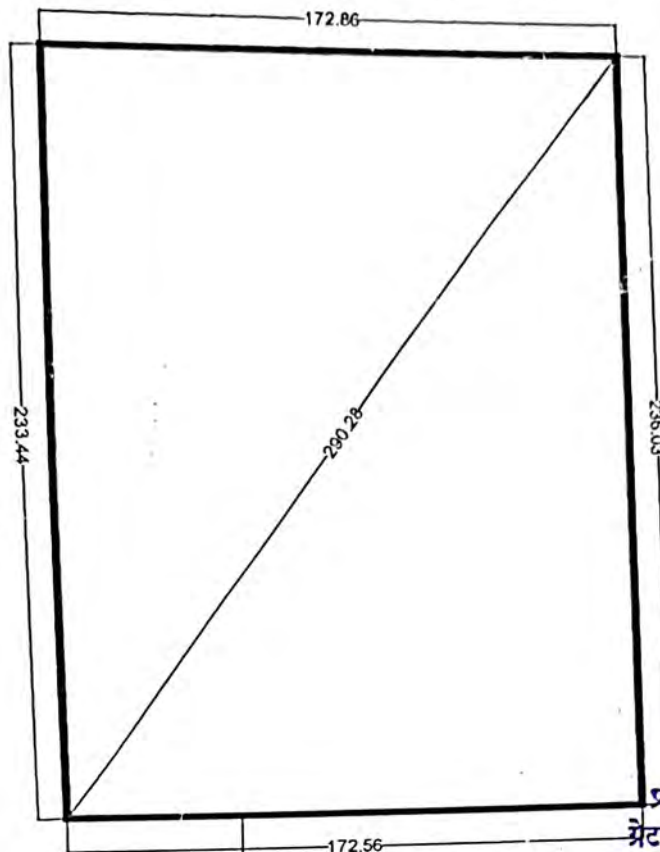
MANAGER (IND/I.T.)

PLOT NO-INS-01

PLOTNO-INS-02

156

VILLAGE ABADI



24.00M WIDE ROAD

प्रबंधक-II (उद्योग)
ग्रेटर नोएडा प्राधिकरण

PLOT NO-GH-10C | PLOT NO-GH-10B

AREA = 40537.67 SQM

For R S RESOURCE MANAGEMENT
SIGN- CONSULTING PVT. LTD.
POSSESSION TAKEN OVER
LEASE

DIRECTOR

SIGN-
POSSESSION HANDED OVER
LESSOR



LEASE PLAN FOR PLOT NO-INS-02
OF SECTOR CHI-V

20/6/09
ASST MGR(ENGG)

MGR(ENGG)

GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

SM(ENGG)

DRAFTSMAN

CCCCCCCC116