



उत्तर प्रदेश UTTAR PRADESH

K 480036

Attached with hand duly in receipt of net-96,97-4
98 area 14,07,327.68 sq mt - in No 44

Stamp Duty Paid in Cash Certificate in M/S Unitech Hi-tech Developers
Ltd. Now Delhi

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

Passed under section 10-A of the Stamp

Act. It is certified that an amount of

Rs. 3,65,70,000.00 (in words

Rs. Three Crore Sixty five Lac Seventy thousand only)

has been Paid in Cash as Stamp duty in

respect of this instrument in the State

Bank of India/Chief Treasury at S.B.I. Noida

by challan No. 1,3,324 Dated 22/12/06

A Case Dated.....

28/12/06

Officer Incharge

SS. Chief Treasury Officer

(Gautam Budh Nagar, No da)

28/12/06

Mr. E. Khardwa
Asst. Law Officer
NOIDA

For UNITECH HI-TECH DEVELOPERS

Authorised Signatory

श्री. ए. क. खरदवा
सहायक विधि अधिकारी
नोडा

नं. 290 २०००
 28 DEC 2006
 रोडरिया
 * कोयलार, गौतम बुद्ध नगर *

Unitech Hi-Tech Develop
 Ltd.
 New-Delhi



LEASE DEED

This Lease Deed made on 28 day of Dec 2006 between the New Okhla Industrial Development Authority, an Authority constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (UP Act No. 6 of 1976) hereinafter called the Lessor, which expression unless repugnant to the context, shall include its successors, assigns of the One Part and **M/s UNITECH HI-TECH DEVELOPERS LTD.**, a company formed and existing under the provisions of the Companies Act, 1956 having its Regd. Office at 6, Community Centre, Saket & Corporate office at **UNITECH HOUSE, SOUTH CITY-1, GURGAON, HARYANA, THROUGH ITS GENERAL MANAGER Shri Rana Rajesh Kumar Gangahar S/o Shri S.K. Gangahar R/o A-13, Mangal Apartments, Vasundhra Enclave, New Delhi** authorised vide Resolution dated 10th July 2006 hereinafter called the Lessee which expression shall unless repugnant to the context include its successors and permitted assigns of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act, 1884 and developed by the lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the lessor has agreed to demise and the lessee has agreed to take on lease the land falling under **Sector 96, 97 and 98, Noida** having an area of **14,07,327.68 Sq.mtr.(Fourteen Lacs Seven Thousand Three Hundred Twenty Seven Point Six Eight Sq Mtr)** more clearly demarcated as per Site Plan annexed hereto and marked as Annexure 1 to the lease deed AND on


M.C. PHARDWAJ
Asstt. Law Officer
NOIDA


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the terms and conditions hereinafter appearing for the purpose to develop and sell the land as following :-

<u>S.No.</u>	<u>Land Use</u>	<u>Percentage of Gross Area</u>
1.	Institutional	Min.12%
2.	Recreational Parks & Open Spaces	Min.18%
3.	Roads, Public Parking	Min.20%
4.	Residential	Min.50%

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. CONSIDERATION

1.1 That in consideration of the premium of Rs. 16,22,84,12,160.00 (Rupees One Thousand Six Hundred Twenty Two Crore Eighty Four Lac Twelve Thousand One Hundreded Sixty Only) out of which Rs. 4,83,74,40,000.00 (Rupees Four Hundred Eighty Three Crore Seventy Four Lac Forty Thousand Only) have been paid by the Lessee to the Lessor (the receipt whereof by the lessor both hereby acknowledge) and the balance of which is to be paid by the lessee in the 10 half yearly instalments the manner hereinafter provided on dates specified below along with interest @ 11% p.a. compounded every on timely payment.

1.2 The detail of the instalments are given below :

<u>Sl. No.</u>	<u>Due Date</u>	<u>Installment in Rs.</u>	<u>Interest in Rs.</u>	<u>Total in Rs.</u>
1.	30.11.2006	1187136000.00	652924800.00	1840060800.00
2.	30.05.2007	1187136000.00	587632320.00	1774768320.00
3.	30.11.2007	1187136000.00	522339840.00	1709475840.00



UNITECH INFOTECH DEVELOPMENTS LTD.

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M. E. ENARDWAJ
Asstt. Law Officer
NOIDA

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[Name] [Address]
[City] [State] [Pin Code]
[Date]

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[Name] [Address]
[City] [State] [Pin Code]
[Date]



4.	30.05.2008	1187136000.00	457047360.00	1644183360.00
5.	30.11.2008	1187136000.00	391754880.00	1578890880.00
6.	30.05.2009	1187136000.00	326462400.00	1513598400.00
7.	30.11.2009	1187136000.00	261169920.00	1448305920.00
8.	30.05.2010	1187136000.00	195877440.00	1383013440.00
9.	30.11.2010	1187136000.00	130584960.00	1317720960.00
10.	30.05.2011	1187136000.00	65292480.00	1252428480.00

- 1.3 If the Lessee fails to deposit instalments with interest by the specified dates further interest on default amount for delayed period shall be charged @ 14% p.a. compounded ever half yearly.
- 1.4 The allottee has submitted an unconditional and irrevocable Bank Guarantee for Rs. 1,84,00,60,800.00 bearing No. BG/Unitech/794/1410 dated 20/09/2006 of Allahabad Bank, Parliament Street, New Delhi in favour of lessor for a sum of Rs. 1,84,00,60,800.00 equivalent to instalment + interest thereon. The lessor, at their own cost, undertakes to keep the said Bank Guarantee alive till payment of the last of the ten instalments stated in para 1.2 above is received by the lessor.
- 1.5 The Lessee shall open an Escrow account in nationalised bank wherein all inflows and realizations from sale/sub-lease of the plot, buildings and facilities shall be deposited. The funds accumulated in this account shall be used for the purpose of development of this project. The account shall be maintained operational till the lessee has met their entire obligation of

M. C. BHARDWAJ
Asset Law Officer
NOIDA

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For UNITECH DEVELOPERS LTD.



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१. जिला निपटार जिला नौवसुख
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payments to the lesser. The lessee shall also create a Maintenance Reserve for the purpose of maintenance of the common area and facilities of this project.

2. PERMISSIBLE USES:

2.1 The Lessee shall use he leased land, known as **Express City, at Sectors 96, 97 and 98** strictly in the following manner:

- Land use as per Noida Master Plan, 2021 – Residential.
- Predominant Use – Express City.
- Land Area – **14,07,327.68 Sq.mtr.** (approx)
- The layout of the site is given at the end of this document.
- The land-use break up for the total sector area shall be as follows.
- The land-use break up for the total sector shall be as follows

<u>S.No.</u>	<u>Land Use</u>	<u>Percentage of Gross Area</u>
1.	Institutional	Min.12%
2.	Recreational Parks & Open Spaces	Min.18%
3.	Roads, Public Parking	Min.20%
4.	Residential	Min.50%

The land use and percentage of area as described above shall not be changed under any circumstances. In case any change of land use is found by the Lessor then action for cancellation of lease shall be taken which action shall be without prejudice to other rights of the Lessor.

M. C. BHARDWAJ
Asstt. Law Officer
NOIDA

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2.2 Subject to provisions of Article 2.1 above, the lessee would be free to undertake plotted residential development or Group Housing or both. The Maximum Gross Residential Density permitted shall be 250 persons per hectare. There shall be no restriction on the size of plots and apartments.

2.3 The Lessee shall conduct its activity strictly in accordance with the Master Plan 2021, Building Regulations and Directions or Building Bye Laws of the lessor as may be in force from time to time. The lessee shall also provide all public amenities and facilities like schools, health centres, etc. based on population norms as per the Noida master Plan 2021.

2.4 The Lessee shall commence development and or construction only after obtaining prior approval of the lay out plans by the Lessor. The lessee shall commence the lay out plan / construct any building whatsoever on the demised premises strictly in accordance with the plan elevation and design duly approved by the Lessor or any officer authorized by the Lessor in that behalf in writing and in accordance with the building regulations or direction existing or to exist in future.

2.5 Permitted Land uses in the context of Express City shall mean:

RESIDENTIAL:

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

- Residential uses
- Staff quarter

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Area Law Officer
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INSTITUTIONAL / PUBLIC FACILITIES / UTILITIES:

For the purpose of this scheme, the institutional use shall include the following activities only.

- Waiting and transit areas
- Areas designated for public utilities i.e.
 - (i) Travel Agency
 - (ii) One 250 Bedded Hospital and 6 Clinics,
 - (iii) Fire Station
 - (iv) Telephone Exchange
 - (v) Electric Sub-station
- Water Works
- (vi) Bus shelter, Bus Depots / Terminals
- (vii) Common Parking areas.
 - Religious Building
 - Canteen
 - Library
- (viii) 3 Nursery and 3 Senior Secondary School
 - Creche and Day Care Centre
 - Gym & Health Club
 - Banking Counter / ATMs

of the above establishment of (i) to (vii) shall be essential while the

Lessee will have the choice of setting up the other facilities.

2.6 Land use once approved / settled by the Lessor cannot be changed in any manner whatsoever by the Lessee / Sub-lessee. In case the land use is found changed or misused by the lessee / sub lessee as the case may be, then without prejudice to other rights the lessor, the lessor shall have the power to cancel the lease / sub lease and resume possession of the demised property.

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2.7 (i) That the lessee will obey and submit to all direction issued or regulations made by the lessor now existing or hereinafter 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 convenience of the other inhabitants of the place.

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

3. PERIOD OF LEASE:

The allotment of plot made on lease hold basis for a period of 90 years from the date hereof.

4. CAVEAT

That both the parties will comply with the decisions in the cases pending before the Hon'ble Court. In case of any adverse order, deposit money shall be refunded to lessee without any interest and any other liabilities shall not be borne by the lessor.

5. GROUND RENT / LEASE RENT

In addition to tendered amount, the allottee/lessee shall have to pay yearly ground rent/lease rent in the manner indicated below:

- (A) The ground/lease rent shall be charged @ 1.3% p.a. of the total premium of the plot for the first 10 years from the stipulated date of execution of lease deed. .
- (B) The ground rent/lease rent shall be enhanced after expiry of 10 years from the stipulated date of execution of lease deed. Lease rent shall be payable as per prevailing rate at that time

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(C) Payment of interest @ 14% or as amended from time to time compounded half yearly on defaulted period on defaulted amount.

(D) All payments made by the allottee shall first be adjusted towards interest due and thereafter balance shall be adjusted towards annual lease rent.

Lease rent shall be paid in advance during the said terms to the Lesser in the month of March for each year as indicated above.

6. TIME PERIOD FOR THE IMPLEMENTATION OF PROJECT:

6.1 The lessee shall obtain the approval of layout plan of different areas within 3 months from the date of possession / lease deed.

6.2 The Lessee shall start internal development work within one year from the date of possession / lease deed.

6.3 The development of Residential, Institutional, and recreational, facilities shall have to be completed within a maximum period of 2 years from the date of possession / lease deed.

6.4 The lessee shall have to complete 50% construction work within 4 years from the date of possession / lease deed.

6.5 The lessee shall implement the complete project within a maximum period of 8 year from the date of possession / lease deed.

6.6 No extension of time in the implementation of the project shall ordinarily be granted by the Lessor. In case the project is not implemented by the Lessee within the period stipulated above and a request for extension of

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time is received, the extension of time, in exceptional circumstances may be granted by the Chief Executive Officer or any other officer authorized by him to the Lessor subject to payment of extension charges as per policy existing on the date of such request.

7. SURRENDER OF PLOT

In the event the plot is surrendered by the Lessee after 60 days from the date of Allotment, then total deposited amount or 25% of total premium, whichever is less, shall be forfeited and remaining amount if any would be refunded without interest.

8. TRANSFER OF PLOTS / BUILT UP SPACE:

8.1 The Lessee shall have the right to sell (transfer) the developed plot (s) or built up space as per approved layout / plans by Authority. The sale price may be determined directly by the lessee.

8.2 Sub Lease Deed for sub lease to be executed between Lessor, lessee and the sub-lessee (s) for the transfer of plots or built up space to third parties by the Lessee, shall be on the format approved by the Lessor.

8.3 No transfer charges shall be payable in case of first transfer of developed plots (s) and / or built-up space within two years after the date of completion. However, for subsequent sales, the transfer charges as prevalent as on date of transfer, or as may be decided by the CEO, Noida, shall be payable by the lessee / sub lessee to the lessor before transfer permission is granted by the lessor.

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8.4 This lease deed will form part of sublease executed between lessee and its sub-lessee. All conditions contained herein shall be binding on the sub lessee also.

9. MAINTENACE OF LAND & BUILDING:

9.1 That the lessee / sub-lessee will keep the demised premises and the buildings at all times in a state of good and substantial repairs and the sanitary condition to the satisfaction of the lessor.

9.2 That the lessee/ sub lessee will not make, or permit to make, any alteration in or additions to the said buildings or other erections for the time being on the demise premises erect, or permit to be erected any new building in the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission and the land, if any, approved by the lessor or any officer authorized by the lessor or in that behalf and in case of any deviation from such terms or plan, will immediately upon receipt of notice from the lessor or such requiring him so to do, correct such deviation for the space of one calendar month after the receipt of such deviation to be corrected at the expense 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.

9.3 The maintenance of the entire project will be the responsibility of the lessee or the company constituted by the lessee in this regard. That the lessee / sub lessee shall make such arrangements as are necessary for the proper maintenance of each plot area, building and common services and if the area is not maintained properly, the Chief Executive Officer, NOIDA or any officer authorised by the

M. C. BHARDWAJ
Asstt Law Officer
NOIDA

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For UNITECH HI-TECH DEVELOPERS LTD.
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Chief Executive Officer, NOIDA will have the power to get the maintenance done through the Authority and recover the amount so spent from the lessee / sub-lessee. The lessee / sub-lessee will be individually and severally liable for payment of the maintenance amount. No objection on the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Chief Executive Officer, NOIDA in this regard shall be final.

10. AS IS WHERE IS BASIS :

The allotment / lease of the land in favour of the lessee have been made on 'AS IS WHERE IS BASIS'.

11. COST OF STAMP DUTY:

The cost of stamp duty for the purpose of execution of Lease Deed / Sub lease Deed and all other expenses of registering the legal documents and its copies and all other incidental expenses shall be borne exclusively by the lessee / sub-lessee.

12 MORTGAGE :

The lessee may, with the prior approval of the chief Executive Officer or any other officer authorized by him mortgage the plot for availing a loan for implementation of project to any Government / Financial Institution subject to fulfilment of following.

- (i) After payment of full premium, interest thereon, upto date lease rent and interest thereon.

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(ii) On submission of an undertaking from the Govt. / Financial Institution(s) to the effect that they will pay full premium of the plot upto date lease rent alongwith interest as per allotment letter dated 26.6.2006 and dated 10.11.2006 in both the conditions the first charge over the property will be of the Lessor.

13. LIABILITY TO PAY TAXES:

The Lessee / Sub-lessee shall be liable to pay all taxes charges, fee and assessment of every description in respect of the plot / building whenever assessed, charged or imposed on the plot or on the building constructed thereon, by the lessor or any other competent authority.

14. OVERRIDING POWERS OVER DORMANT PROPERTIES:

The lessor reserves the right to all mines, minerals, coals, washing gold, earth, oils and quarries, in over the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching, for working and obtaining, removing and enjoy the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon, provided always that the Authority shall make reasonable compensation to the allottee / lessee for all damages directly occasioned by the exercise.

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15. CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS:

15.1 If the lessee / sub lessee fails to deposit any money whatsoever due to the lessor within the given time or within such extended period as may have been allowed by the Chief Executive Officer or his duly authorized representative or commits any breach of the terms and conditions as laid down in the brochure / allotment letter / lease deed / sub lease deed the allotment / lease / sub-lease deed shall be liable to be cancelled / determined and 25% of total premium together with lease rent, interest, extension charges or money deposited whichever is less shall be forfeited in favour of the Lessor. Balance amount, if any, after forfeiting the amount as indicated above will be refunded without interest. Possession of the plot with structure, if exists, thereon, shall be resumed in favour of the Lessor and the Lessee / Sub-lessee shall not be entitled to claim any compensation for the same.

15.2 In the event there are outstanding dues payable to the lessor, the same shall constitute a charge in favour of the lessor over the property. The lessor can sell the property to recover its dues invoke the jurisdiction of the District Collector to have the said dues recovered as arrears of land revenue.

15.3 (a) At the time re-entry the demised premises shall not have been occupied by any building construction by the lessee thereon the Lessor may re allot the demised premises and refund the payments already made with interest after deducting arrears of lease rent if any and full interest on all instalments in default at 14% of the total premium payable (whether already paid or not) for the period upto the date of determination of this demised or surrender by the lessee

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(as the case may be) subject to a minimum deduction to be decided by the Authority.

15.3 (b) At the time of re-entry the demised premises shall not have been occupied by any building constructed by the lessee thereon the lessee shall within a period of three months from the date of re-entry, removed from the demised premises all erections or buildings, fixtures and things which at any time and during the said terms be affixed or set up within or upon the said terms shall be affixed or set up within or upon the said premises and lease the said premises, in as good a condition as it was the date of demise, in default where of the same become the property of the lessor without payment of any compensation to the lessee for the land and building, fixtures and things thereon, but upon the lessee removing the erections, buildings, fixtures and things within the period hereinbefore specified, the demised premises shall be re allotted and the lessee may be paid such amount as may work out in accordance to purchase the said erection building and fixtures upon payment to the lessee price therefore and for his interest in the premises as may be mutually agreed upon.

16. CONSEQUENCES OF MIS-REPRESENTATION:

If lessee / sub lessee is found to have obtained the allotment / the lease / sub lease of the demised premises by any mis-representation and mis-statement or fraud the lease may be cancelled, the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof. The entire money deposited by the applicant

ASST. LAW OFFICER
Noida

FOR UNITECH ENTER. LTD.

UNITECH ENTER. LTD.
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shall be forfeited and legal action for such mis-representation / suppressions shall be initiated.

17. OTHER CLAUSES:

(i) The Chief Executive Officer reserves the right to make such additions, alterations or modifications in the term and conditions of lease / sub lease deed from time to time as he may consider just and expedient.

(ii) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer of the lessor shall be final and binding on the lessee/sub lessee.

(iii) For all dispute on any issue whatsoever pertaining to allotment / lease / sub lease, the scope, meaning and extent thereof, the jurisdiction shall be of the District Court where the property is located and / or the High Court of Judicature at Allahabad.

(iv) The Lease / Sub-lease shall be governed by the provisions of U.P. Industrial Area Development Act, 1976, and the Rules / Regulations framed or directions issued thereunder.

(v) The allotment Letter No. Noida/Res.Plots/GHP/2006/7606 dt. 26/06/2006 and Letter No. NOIDA/Res./Plots/2006/12487 dated 10/11/2006 shall form part of the lease / sub-lease deed.

RAJ KUMAR
Asst. Law Officer
NOIDA

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सहायक निधि अधिकारी
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For UNITECH LTD.



UNITECH LTD.

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(vi) The Lessee alone shall be responsible for obtaining the necessary clearance from all Government departments as may be required under relevant statutory provisions.

(vii) If the lessee / sub lessee does not abide the terms and conditions regulations or any other rules framed by the Authority the lease may be cancelled by the lessor and possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect of thereof.

(viii) Any loss suffered by the lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the lessee or any persons claiming through or and under him shall constitute as charge over the property in favour of the lessor and such dues shall be recoverable by the lessor as arrears of land revenue.

(ix) All notices, orders and other documents required under the term of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) or any rule or regulation made thereunder shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh act (Re-enactment with modifications) Act, 1974 (U.P. Act No. 30 of 1974).

(x) a. 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

PHARDWAR
Joint Law Officer
NOIDA

पो० गोदिल
विधि अधिकारी
मॉडल

For UNITECH HI-TECH DEVELOPERS LTD.
Authorised Signatory



lease. The expression, Chief Executive Officer shall include the Chief Executive Officer for time being any other officer who is entrusted by the Lessor with the function similar to those of Chief Executive Officer.

(x) b. Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal rights of the Lessor.

(xi) All terms and conditions of allotment mentioned in brochure of the scheme and building bye-laws will be binding on the lessee / sub-lessee.

(xii) The lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.

THE LEASE DEED SIGNED BY THE LESSOR AND LESSEE ON
THE DAY AND DATE MENTIONED ABOVE, IN THE PRESENCE OF
FOLLOWING WITNESSES.

श्री गोविंद
श्री अधिकारी
है

WAJ
Law Officer
GNIDA

For and on behalf of the Lessor.

For and on behalf of the Lessee.

WITNESSES:

1. S.C BAHUGUNA
S/o. Late Sh. N. Bahuguna
2. G. Community Centre, Saket, N. Delhi - 17


Rajeshwar Singh
S/o Sh. Navinder Singh
6, Community Centre, Saket,
New Delhi - 17

बही नं. १ जिल्हा ०१ दि. ०१ कुसुमा - ०२ २००६
२४/१२/२००६ में तम्बर
पर आज दिनांक को निम्नी की गई ।

जिला निबन्धक
श्रीतमबुद्ध नगर

