

51562

भारतीय गैर न्यायिक

पचास
रुपये

FIFTY
RUPEES

50

RS.50

INDIA NON JUDICIA



उत्तर प्रदेश UTTAR PRADESH

1278012

Stamp Duty Paid in cash certificate in favour of ELDECO Infrastructure & Properties Ltd. SU-12-13 Bhikaji Cama Bhawan Bhikaji casting place New Delhi.
 the Collector for Metro. Dated 2-2-1993
 Passed under section 19 A of the Stamp Act. It is certified that an amount of
 Rs. 117.50,000/- (In Words
 Rs. One Lakh One hundred and Seventeen thousand and fifty thousand only)
 has been Paid in Case of Stamp duty in respect of this instrument in the State
 Bank of India/Chief Treasury at SBI Noida
 by challan No. 09.....Date 07.05.07
 A Case Dated.....

Attached with lease Deed
 GHP, GH-003, Sect. 119, Noida

Officer Incharge

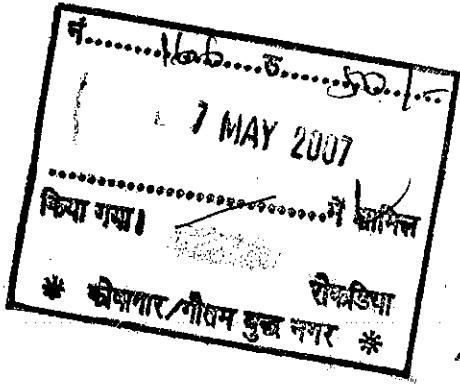
Chief Treasury Officer

(Guptam Bush Nagar, Noida)

07-05-07

For Eldeco Infrastructure & Properties Ltd


Authorised Signatory

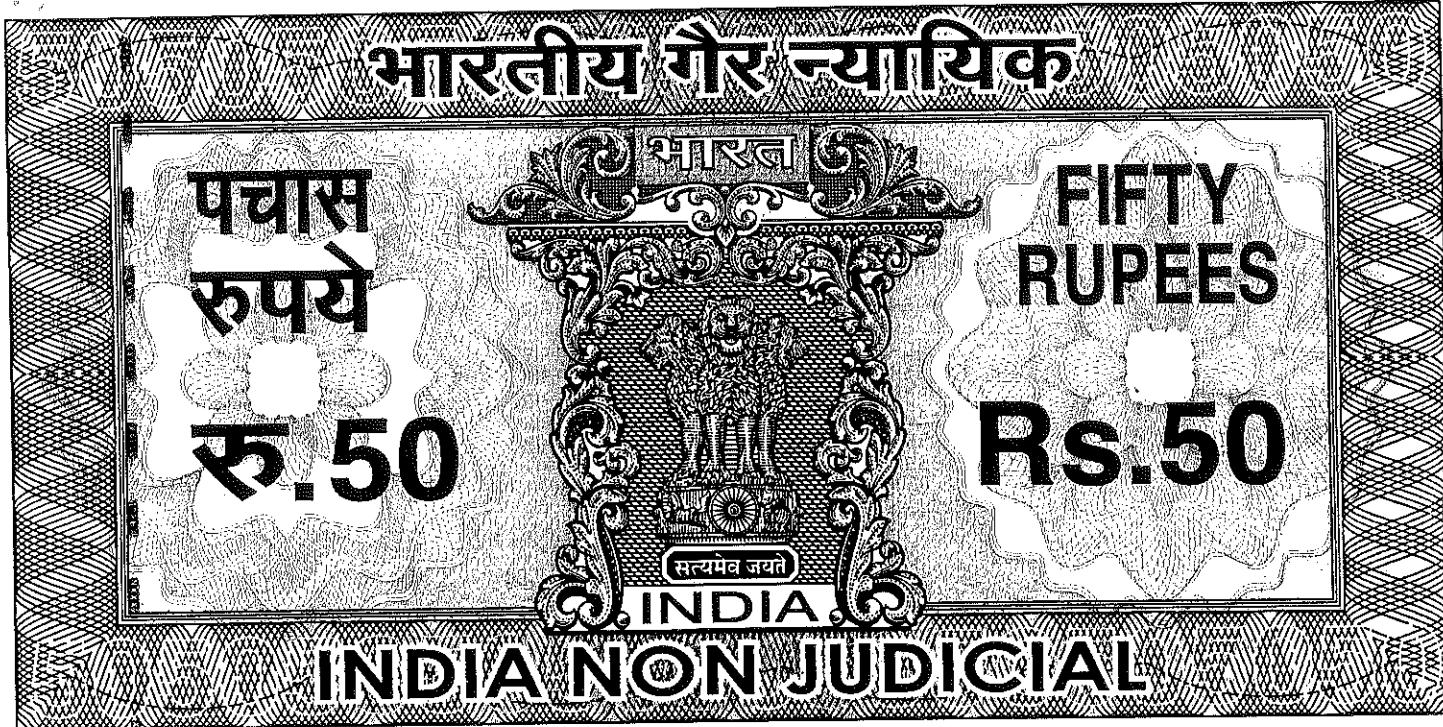


Eldeco Infrastructure &
Properties Ltd.

SU-12-13, Bhikaji Cama Bhawan,
Bhikaji Cama Place

New-Delhi





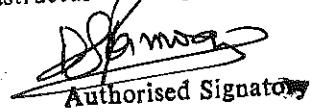
उत्तर प्रदेश UTTAR PRADESH

F 296257

Attached with lease deed
GHP, GH-003, Sect. 119, Noida

2 2

For Eideco Infrastructure & Properties Ltd


Authorised Signatory

स्टॉम्प विवरण का तात्पर्य
स्टॉम्प करने का प्रयोजन
स्टॉम्प की तात्परी की तात्परी वा दूरी तात्परी
स्टॉम्प की स्थिरता
श्री हरकीरा द्वारा स्टॉम्प की तात्परी
दाइसम्ब में 15/2002 तिथि 31-3-2002
उम्मीद, नातंत्र बुद्ध नगर
प्रमाण रुपांतर 10,000/-

M/S ELDACO Infrastructure & Properties, L
56-12-13, Bhikaji Cama Bhawan,
Bhikaji Cama Plaza, N. Delhi - 66

107,993,821.00

पट्टा विलेख

(90 वर्ष)

5,000.00 80 5,080.00 4,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
श्री / श्रीमती नोएडा विं प्रा० द्वारा एम.सी.भारद्वाज, ए.एल.ओ.
पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी: सौ 6, नोएडा

अस्थायी पता उक्त

ने यह लेखपत्र इस कार्यालय दिनांक 9/5/2007 समय 6:06PM^{में}
बजे निबन्धन हेतु पेश किया।



M.K.SAXENA

उप निबन्धक (प्रथम)

नोएडा

9/5/2007

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

पट्टा दाता

श्री/श्रीमती नोएडा विं प्रा० द्वारा एम.सी.भारद्वाज,
ए.एल.ओ.

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी सौ 6, नोएडा

पट्टा गृहीता

श्री/श्रीमती मै० एल्डिको इन्फ्रास्ट्रॉ० व प्रोपर्टीज लि० द्वारा
धर्मवीर सिंह पवार

पुत्र/पत्नी श्री पुत्र मुख्यार सिंह

पेशा नौकरी
निवासी एसयू-12-13, भीकाजी कामा भवन, भीकाजी
कामा पैलेस, न.दिल्ली



श्री/श्रीमती नोएडा विं प्रा० द्वारा आर.पी.गोविल,
ए.एल.ओ.

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी सौ 6, नोएडा



भारतीय गैर न्यायिक

पचास
रुपये

₹.50

भारत

FIFTY
RUPEES

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

3

F 296255

Attached with lease deed
GHP, GH-003, Sect. 119, Noida

For Eldeco Infrastructure & Properties Ltd
Signature
Authorised Signatory

M/S Eleco Infrastructure & Project
Ltd, SO-12-13, Bhikaspur
Bhawan, Bhikaspur, New
Delhi-66

ने निष्पादन स्वीकार किया ।
जिनकी पहचान श्री राजीव निष्पादन
पुत्र श्री पुत्र डी.वी.निष्पादन

पेशा व्यापार

निवासी जे-43, सै0 18, नोएडा

व श्री बिधान चन्द्र झा

पत्र श्री पत्र एम.के.

पेशा नौकरी

निवासी गढ़ी चोखंडी, न

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।




M.K. SAXENA
उप निबन्धक (प्रथम)
नोएडा
9/5/2007



भारतीय गैर न्यायिक

पचास
रुपये

₹.50

भारत

FIFTY
RUPEES

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

F 296254

Attached with lease deed,
GHP, G11-003, Sector 119, Noida

B 2

For Eldeco Infrastructure & Properties Ltd


Authorised Signatory



मुमुक्षु विवरण की साथ ०७०५८८८८८८
दृष्टि के लिए का अधिकारी
दृष्टि का अधिकारी : ला पता
दृष्टि का अधिकारी : S.C
दृष्टि हैरानी विवरण
मुमुक्षु का दृष्टि का अधिकारी ३१-३-२००८
लालूपुरा, लालूपुरा बैठक संस्था
दृष्टि का अधिकारी : ला पता

M/S Eldeco Infrastructure & Properties Lt.
SU - 12 - 13, Bhikaji Cama Bhawan
Bhikaji Cama Place, New Delhi - 1

पट्टा दाता

Registration No 1562

Year : 2007

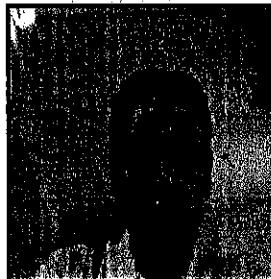
Book No.

1

0101 नोएडा विभाग प्राप्त द्वारा एम.सी.भारद्वाज, ए.एल.ओ.

सै0 6, नोएढा

लौकरी



0102 नोएडा विडो प्रारंभ द्वारा आर.पी.गोविल, ए.एल.ओ.

१०६, नोएडा

नौकरी



LEASE DEED

This Lease Deed made on 09th day of MAY 2007 between the New Okhla Industrial Development Authority, a body corporate constituted under Section 3 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 ELDECO INFRASTRUCTURE & PROPERTIES LTD having its office at SU-12-13, BHIKAIJI CAMA BHAWAN BHIKAIJI CAMA PLACE, NEW DELHI 110066 through its Authorised signatory Shri Dharmveer Singh Panwar S/o Shri Mukhtyar Singh, duly authorized by the board of Directors vide Resolution 27 March 2007 (hereinafter called the Lessee which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns of the other part.)

मुद्राता 6 H-03/119/07
संग्राहक श्री
श्रीलक्ष्म कर्म[ा]
संग्राहक भवान भवान
लौपता

For Eldeco Infrastructure & Properties Ltd

Authorised Signatory

पट्टा विलेख (90 वर्ष)

107,993,821.00	5,000.00	80	5,080.00	4,000
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प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री / श्रीमती नोएडा विं प्रा० द्वारा एम.सी.भारद्वाज, ए.एल.ओ.

पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी सै० ६, नोएडा

अस्थायी पता उक्त

ने यह लेखपत्र इस कार्यालय दिनांक ९/५/२००७ समय ६:०६PM

वजे निवन्धन हेतु पेश किया।



M.K.SAXENA
M.K.SAXENA

उप निबन्धक (प्रथम)

नोएडा

९/५/२००७

निष्पादन लेखपत्र याद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता

श्री/श्रीमती नोएडा विं प्रा० द्वारा एम.सी.भारद्वाज, ए.एल.ओ.

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी सै० ६, नोएडा



पट्टा गृहीता

श्री/श्रीमती मै० एन्डिको इन्फ्रास्ट्रॉ० व प्रोपर्टीज लिं० द्वारा

धरमवीर सिंह पवार

पुत्र/पत्नी श्री पुत्र मुख्तियार सिंह

पेशा नौकरी

निवासी एसयू-१२-१३, भीकाजी कामा भवन, भीकाजी



कामा पैलेस, न.दिल्ली

श्री/श्रीमती नोएडा विं प्रा० द्वारा आर.पी.गोविल,
ए.एल.ओ.

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी सै० ६, नोएडा



*रामेश्वर कैरे
मुख्तियार नोएडा ८०३-१११
१०५*

श्रीमती नोएडा विं प्रा० द्वारा एम.सी.भारद्वाज
ए.एल.ओ. द्वारा धनराशि रु. ५०८०.००
नोएडा

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and development by the Lessor for the purpose of setting up an urban and industrial township.

ANDWHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing residential building according to the set backs and building plan approved by the lessor.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

This in consideration of the premium of Rs. 80,79,93,821.25 (Rupees Eighty Crore Seventy Nine Lacs Ninty Three Thousand Eight Hundred Twenty one and Twenty Five Paisa) out of which Rs. 32,43,51,821.25 (Rupees Thirty Two Crore Forty Three Lacs Fifty One Thousand Eight Hundred Twenty one and Twenty Five Paisa only) have been paid by the Lessee to the lessor (the receipt whereof the lessor both hereby acknowledge) and balance Rs 48,36,42000.00(Rupees Forty Eight Crore Thirty Six Lacs Forty Two Thousand only) is to be paid by the lessee in the manner hereinafter provided installments on the dates specified below along with installments @ 11% p.a. compounded every half yearly from the date of allotment, on the timely payment. If the lessee fails to deposit installments with interest by the specified dates, the interest on default amount for delayed period shall be charged @ 14% p.a. compounded half yearly instalments are payable as schedule given below.

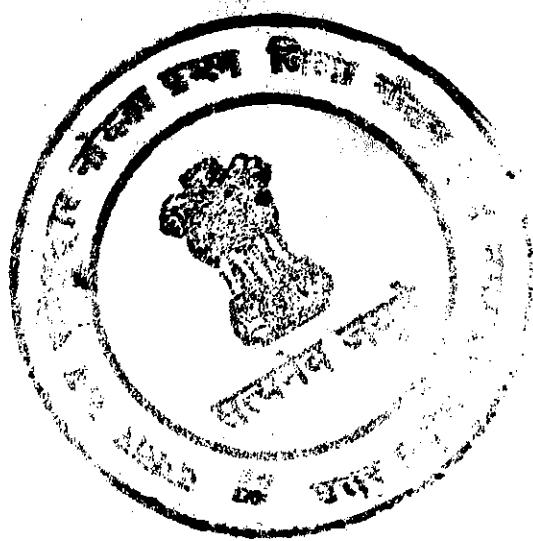


SL NO	DUE DATE	INSTALMENT
1	04.04.2007	6,04,55,250.00 + Interest
2	04.10.2007	6,04,55,250.00 + Interest
3	04.04.2008	6,04,55,250.00 + Interest
4	04.10.2008	6,04,55,250.00 + Interest
5	04.04.2009	6,04,55,250.00 + Interest
6	04.10.2009	6,04,55,250.00 + Interest
7	04.04.2010	6,04,55,250.00 + Interest
8	04.10.2010	6,04,55,250.00 + Interest

The amount deposited by the allottee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the allottee contrary to this will be entertained.

EXTENSION OF TIME

1. Extension for depositing reservation money, allotment amount shall not be allowed under any circumstances. In case of default, the allotment offer will be cancelled without any further notice and the amount equivalent to registration money shall be forfeited. Extension can be given only for payment of installments under clause G(3).
2. All payments should be remitted by due date. In case the due date is a bank holiday then the allottee ensure remittance on the next working day. In exceptional circumstances, the time of deposit for the payment of due amount may be extended by the Chief Executive Officer of the Authority. However, in such cases of time extension, interest @ 14% per annum compounded half yearly shall be charged on the outstanding amount for such extended period. Extension of time, in any case, shall not be allowed for more than



60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule. This provision will not apply in case of registration money, reservation and allotment money.

3. All payment should be made through a demand draft/pay order drawn in favour of NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY and payable at any scheduled bank located in New Delhi/Delhi/Noida.
4. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
5. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor both hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot No. GH-003, Sector 119 in the New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar (U.P.) contained by measurement 58330.65 sq. mtrs. Be the same a little more or less and

bounded On the North by : As per Site
 On the South by : As per Site
 On the East by : As per Site
 On the West by : As per Site



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

- I) TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances upto the lessee for the term of 90 (ninety) years commencing from 09.05.2007 except and always reserving to the Lessor.
 - a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
 - b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under 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 residential plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final binding on the Lessee.

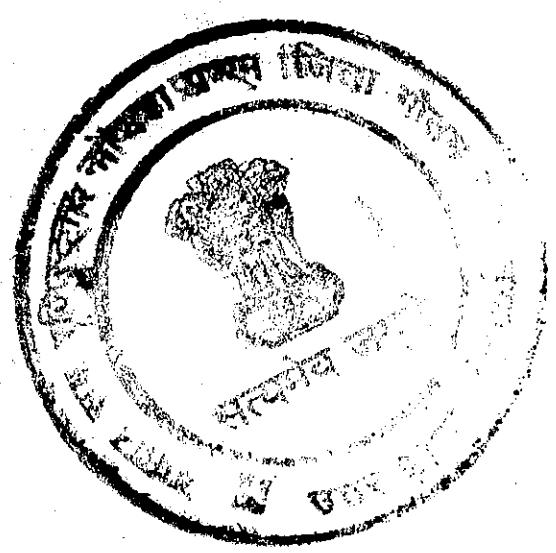


II) AND THE LESSEE DOTH HEREBY DECLARE AND
CONVENANTS WITH THE LESSOR IN THE MANNER
FOLLOWING:

a) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter every year on or before the last date of previous financial year as indicated below:-

1% of the total premium for the first 10 years and after 10 years lease rent may be enhanced by the Authority from time to time whenever Authority deems necessary as per terms of brochure. This extent of enhancement shall not be called in the question by the lessee. In case of default in payment of advance lease rent, the interest @ 14% per annum compounded at every half year on the overdue amount shall also be payable. The lessee may exercise the option for depositing lumpsum one time lease rent equivalent to 11 times of present amount of lease rent.

b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the



defaulted amount for delayed period. In case of lessee fails to pay the above charges it would be obligatory on the part or its members to pay proportional charges for the allotted areas.

- c) The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Pants etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the lessor. Further transfer/sub lease shall be governed by the transfer policy of the Authority.
 - i) Such allottee should citizen of India and competent to contract.
 - ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
 - iii) The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment of the full premium of the plot to the Authority. However after making payment of the full premium of the plot to the Authority permission for transfer of built up flats or to part with

2



For EMECO Infrastructure & Properties Ltd
Signature
Authorised Signatory



possession of the whole or any part of the building constructed on the authority and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The lessee will also be required to pay transfer charges as the policy prevailing at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite lease deed which shall be executed in a form and format as prescribed by the lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made full payment of the plot premium, interest and one time lease rent.
- b) The Lessee has obtained building occupancy certificate from Building Cell, Noida.
- c) The Sub-Lessee undertake to put to use the premises for the residential use only.
- d) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between lessor, lessee and proposed transferee (sub-lessee).



The Lessee/ sub lessee shall also ensure adherence to the building regulations and directions of the lessor. The lessee as well as sub lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the lessor/ Government of U.P.

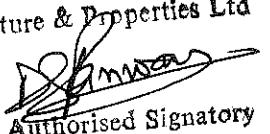
The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-lessee shall be allowed without any transfer charges but sub lease deed will be executed between the lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats will be permitted to be given after execution of sublease deed.

Every sale done by the lessee shall have to be registered before the physical possession of the flat is handed over.

e) A preliminary layout plan shall be submitted by Lessee showing the area/location of such allottee and details of road/part and other facilities to be provided within the plot. In case the proposed layout plan required some

2

For Eldeco Infrastructure & Properties Ltd


 Authorised Signatory



modifications as per the buildings bye laws at the time of allotment, the same shall be modified as per the building byelaws of the Lessor at the time of allotment, the same shall be modified by the lessor and binding upon the lessee (sub lessee).

The Lessee is required to submit building plan for approval within 3 months from the date of possession and shall start construction within 6 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The lessee be required to complete the construction of Group Housing Pocket on allotted plot within 3 years from the date of execution of lease deed as per approved lay out plan and get the occupancy certificate from the office of the Building Cell of the Lessor.

f) The lessee shall be required to complete the construction of Group housing pocket on allotted plot within 3 year from the date of execution of lease deed as per approved layout plan and get the occupancy certificate from the office of Building Cell of the lessor.

g) All the peripheral/external development works as may be required to be carried out upto allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage



will be provided by the lessor/authority 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.

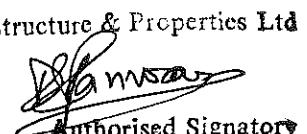
- h) Without prejudice to the Authority's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum of another three years only with penalty as under:
 - For first year the penalty shall be 4% of the total premium
 - For second year the penalty shall be 5% of the total premium
 - For third year the penalty shall be 6% of the total premium
 - Extension for more than three years as stated above will not be permitted under any circumstances.
- i) That in case the lessee does not construct building within the time provided for above, the allotment/deed of lease as per the case may be shall be liable to be cancelled and his interest in the property will be determined.

MORTGAGE:

The lessee may, with prior permission of the Authority/Lessor, mortgage the land to any Government recognized institution for raising

 For Eldeco Infrastructure & Properties Ltd



 Authorised Signatory



loan for the purpose of financing his investment in the project or to issue NOC to mortgage the said land to facilitate the housing loans of the financial purchasers subject to such terms and conditions as may be decided by the Authority at the time of granting the permission.

Provided that in the event of sale or fore closure of the mortgaged/charged property the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Authority/lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

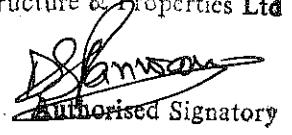
The Authority's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.

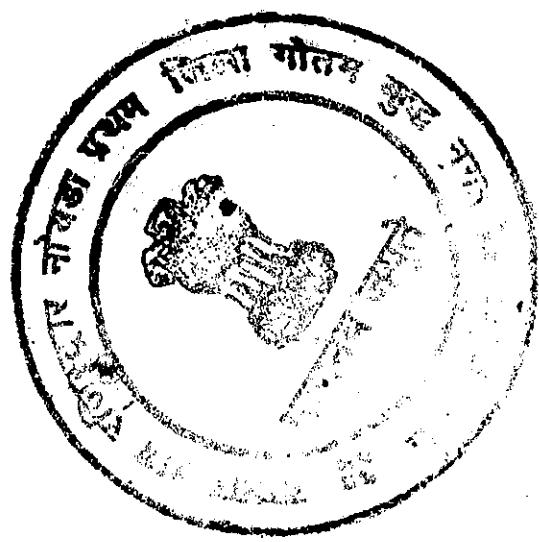
Any change in the above shall be binding on the lessee/sub lessee.

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TRANSFER OF PLOTS

The transfer of allotted group housing plot, as a whole will not be allowed under any circumstances. However, individual dwelling unit flat will be transferable with prior approval of the Authority as per the following conditions:-

- (i) The dues of NOIDA towards cost of land shall be fully cleared before realizing full payment and/or executing of sub-lease deed of the flat.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate by lessee.
- (iv) The sub lessee undertakes to put to use the premises for the residential use only.
- (v) The lessee has obtained building occupancy certificate from Building Cell Noida.
- (vi) First sale/transfer of a flat to an allottee shall be through a sub-lease/lease deed to be executed on the request of the lessee in writing.
- (vii) No transfer charges will be payable in case of first sale (original booking) however, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.

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MISUSE, ADDITIONS, ALTERATIONS ETC.

The lessee shall not use the flat for any purpose other than residential. Sub division or amalgamate of group housing plot or flats shall not be permitted.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Authority/lessor.

The lessee will not make, any alteration or aditions to the said building or other erections for the time being on the demised premises, erect or permitted to erect any new building on the demised premises without the prior written consent of the Lessor except in accordance with the terms of such permission in writing, if any, approved by the Lessor, in that behalf and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be





lawful for the Lessor to cause such deviation to be corrected at the expense of allottee/lessee who hereby agrees to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

LIABILITY TO PAY TAXES

The lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold, earth's oils, quarries on or under the plot and full right and power at 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 allottee/Lessee for all damages directly



occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/Authority on the amount of such compensation shall be final and binding on the applicant.

MAINTENANCE

1. The lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. That the lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
 - b. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
 - c. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
3. That the lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Authority framed/issued under section 8,9 and 10 or under any other provisions of



U.P. Industrial Area Development Act 1976 and rules made therein.

4. In case of non-compliance of terms and directions of Authority, the Authority shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
5. The lessee/sub leasee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer, Noida will have to 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. The rules/regulation of UP flat ownership act 1975 shall be applicable on the lessee/sub lessee. No objection on the amount spent for maintenance of the building by the lessor shall be entertained, decision of the Chief Executive Officer, Noida in this regard shall be final.

CANCELLATION OF LEASE DEED

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D. Anway
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In addition to the other specific clauses relating to cancellation, the Authority/Lessor, as the case may be will be free to exercise its right of cancellation of lease/allotment in the case of:-

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by any authority or by any other statutory body.
3. Default on the part of the applicant/allottee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Authority with structure thereon, if any, and the lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority no separate notice shall be given in this regard.

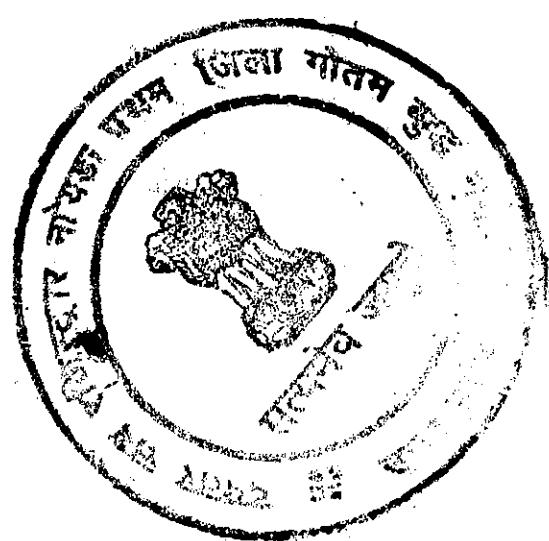
In all cases of cancellation a proper notice to the lessee will be sent by the lessor.

For Eldeco Infrastructure & Properties Ltd
D. G. Mehta
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OTHER CLAUSES

1. The Lessor reserves the right to make such decisions/additions/alterations or modifications in the terms and conditions of allotment/lease from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Authority shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or facilitate the lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a. if the delay in refund is more than one year from such date.
4. If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the lessee's cost and charge damages from the lessee during period of submission of nuisance.
5. The Lease agreement/allotment will be governed by the provisions of the U.P. Industrial are Development Act, 1976 (U.P.Act No.6 of 1976) and by the rules and/or regulations made or directions issue, under this Act.



6. The Lessor will monitor the implementation of the project. IN case of non commitment to implement the project within the time limits prescribed, lessor have right to cancel the allotment of plot.
7. The allottees of the lessee shall be liable to pay all taxes/charges leviable from time to time NOIDA or any other authority duly empowered by them to levy the tax/charges.
8. Dwelling units flats/houses shall be used for residential purpose only. In case of default, a penalty extended upto Rs.500/- per day may be imposed upon the defaulter. However, the minimum penalty would be Rs. 50/- per day. Use of the premises for purpose other than residential use would render the allotment/lease liable for cancellation and the Allottee/Lessee will not be paid any compensation thereof.
9. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
10. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be canceled and entire money deposited shall be forfeited.
11. The Lessee shall be bound to adhere to all the terms and conditions of the lease deed. In case of breach of all/any terms and conditions of the allotment, lease hold rights of the demised premises are found or have been accrued by way of misrepresentation/concealment/fraud suppression of material facts or misstatements, cancellation/determination of the lease may be



exercised and the entire money shall be forfeited and the possession of the demised premises may be resumed by the lessor. In the event of the waiver/restoration being allowed by the lessor on account by any exceptional circumstances restoration charges will be recovered in lumpsum as applicable at the time of restoration. In the event of determination of the lease deed the following consequences shall follows:-

- a) If at the time of re-entry the demised premises are not occupied by way of any building construction by the lessee thereon the lessor may re-allot the demised premises and refund the payment already made by the lessee after deduction of 25% of the amount deposited.
- b) If at the time of re-entry 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 the same from the demised premises all erection or building fixture charges and things which at any time and during the said terms shall have affixed or set up within or upon the said premises and leave the said premises in as good condition as it was on the date of demise. In default of the lessee doing so all such building and fixtures shall become the property of the lessor without the erections buildings fixtures and thing with a period herein before specified, the demised premises shall be re-allotted and the lessor shall refund such amounts as may

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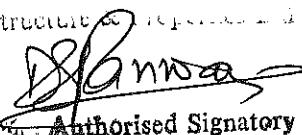
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work out in accordance with the principle given in clause (a) above purchase the said erection building and fixtures upon payment to the premises as may be mutually agreed upon. Any loss suffered by the lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the lessor from the lessee.

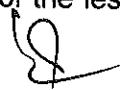
- c) The lessor shall be entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other right under any other law for the time being enforce.
- d) All notices, order and other documents required under terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act of 1976) and or any rules or regulations made or directions issue there under shall be deemed to be duly served as provided under the section 43 of the Uttar Pradesh Urban Planning and Development Act 1973, as re-enacted and modification by the Uttar Pradesh President's Act. (Re-enactment with modification Act U.P. Act 30 of 1974)

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- e) The provision of UP Industrial Area Development Act 1976 and rules/regulations named under the Act or any direction issue shall be binding on the lessee.
- f) All power exercised by the lessor under this lease may be exercise by the Chief Executive Officer/Chairman of the lessor. The Lessor may also authorize any its officers to exercise all or any of the power exercisable but it under this lease provided that the expression Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the Chief Executive officer/Chairman.
- g) The cost of stamp duty and registration charges and all other incidental expenses of this lease deed shall be borne by the lessee.
- h) Any relaxation, concession or indulgence granted by the lessor to the Lessee shall not in any prejudice the legal rights of the lessor.
- i) Any dispute arising with regard to this lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of Judicature at Allahabad.
- j) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer/Chairman of the lessor shall be final and binding on both the parties.

 For Eldeco Infrastructure

 D. J. Samra
Authorised Signatory



✓ 19
Tender ✓

k) All terms and conditions of brochure, allotment, building bye-laws [✓] shall be binding on the Lessee. ✓

For Eideco Infrastructure & Properties Ltd
Authorised Signatory
D. Kumar

l) Other buildings earmarked for community facilities can not be used for purposes other than community requirements.

m) All arrears due to the lessor would be recoverable as arrears of land revenue.

n) The lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

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

p) In case the Authority is not able to give possession of the land in any circumstance, deposited money will be refunded to the lessee with simple interest. ✓

For Eideco Infrastructure & Properties Ltd


D. Kumar
Authorised Signatory



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

In presence of:

Witnesses: Rajiv Niyhawan
S/o Mr. D.V. Niyhawan
Address: T-43, Sector 18, Noida.

Witnesses: Bishan Chandan Jha
Villa - Garhi Chau Khendi
Noida

Address:

Certified that this true and extract copy of the original in all respect.

For and on behalf of the LESSEE

LESSOR
Eldaco Infrastructure & Properties Ltd

For and on behalf of the

D. S. Niyhawan
Authorised Signatory



Witness -
Bishan Chandan Jha

Witness -
Rajiv Niyhawan

आज दिनांक 09/05/2007 को
वही सं 1 जिल्द सं 983
पृष्ठ सं 67 से 124 पर क्रमांक 1562
रजिस्ट्रीकृत किया गया।


M.K.SAXENA

उप निबन्धक (प्रथम)
नोएडा

9/5/2007

