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प्रदेश UTTAR PRADESH

18AA 045588

Stamp Duty Paid in Cash Certificate in favour of M/s NANDI INFRA TECH PVT. LTD.
 D-248/10, Off. No. - 107, Abhishek Business Centre Laxmi
 in Pursuance of the order of the Collector Nagar Delhi
 No. Dated. Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. 17994718.00 one crore seventy nine lac ninety four
 (in words Rs. Thousand seven hundred eighteen only)
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India
 Treasury/Sub Treasury of No. 100
 by Challan No. No. 9002 Dated 01/11/12
 a Copy of Which is annexed herewith.

Date: 05/11/12

UPP
 Officer-in-Charge
 Treasury
 Gautam Sudi Nagar
 05/NOV/2012

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बारी . सेटर नोपका कोलोनिज विक्रम शक्तिकर

बारीक (बसपा)

3758006

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹ 25000
पच्चीस हजार रुपये



Rs. 25000
TWENTY FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

C 300489

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बाली गेट नोएडा

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व्यक्ति (व्यक्ति)

भारतीय गैरन्यायिक INDIA NON JUDICIAL

₹ 25000
पच्चीस हजार रुपये



25000
Rs. 25000
TWENTY FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

C 300481 C 300491

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Signature
Nandi Infratech Pvt. Ltd.
Auth. Sign.

भारतीय स्टेट्स बैंक लिमिटेड
विकास अधिकारी

Signature
रकनाथ (अध्यक्ष)

LEASE DEED

This Lease Deed made on 9th day of **NOVEMBER, 2012** between the **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 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. NANDI INFRATECH PRIVATE LIMITED**, a company within the meaning of Companies Act, 1956, having its registered office at R.K.Rai & Co.- **D-248/10, Off. No.107, Abhishek Business Centre, Laxmi Nagar, Delhi-110092** through its Authorised Signatory/Director Mr. Kushal Pal Singh S/o. Mr. R.P. Singh R/o C-23, Sector-40, Noida, Distt. G.B.Nagar, U.P. duly authorized by its Board of Directors vide Resolution dated 13.10.2012 (hereinafter called the Lessee which expression shall unless the context does not so admit, include its representatives, administrators and permitted assigns) of the **Other Part**.

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

AND WHEREAS 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 Flats and/or Residential Plots (in case of plotted development) according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the CONSORTIUM CONSISTING OF -

1. M/s. Manisha Projects Pvt. Ltd. - Lead Member
2. M/s. Kasana Builders Pvt. Ltd.- Relevant Member
3. M/s. Keen & Core Developers- Relevant Member
4. M/s. SKG Ecotech Pvt. Ltd.- Relevant Member
5. M/s. Jagat Singh & Company- Relevant Member
6. M/s. Agarwal Developers- Relevant Member
7. M/s. Nandi Developers - Relevant Member

the Plot NO. GH-02, SECTOR-10, GREATER NOIDA, area 96687.42 sq.m. after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/BRS-04/2011/288, dated 14-1-2011 and Allotment Letter No.PROP/BRS-04/2011/427, dated 22.03.2011 for the development and marketing of Group Housing Pockets/ Flats/ Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure/bid document of the said Scheme (Scheme Code BRS-04/2010). The registered consortium consists of following :-

पक्षों पर पर नोडल अधिकारी का हस्ताक्षर

LESSOR

M/s Nandi Infratech Pvt. Ltd.

LESSEE
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S.No.	Name of member	Shareholding	Status
1.	M/s. Manisha Projects Pvt. Ltd.	26%	LEAD MEMBER
2.	M/s. Kasana Builders Pvt. Ltd.	12%	RELEVANT MEMBER
3.	M/s. Keen & Core Developers	18%	RELEVANT MEMBER
4.	M/s. SKG Ecotech Pvt. Ltd.	12%	RELEVANT MEMBER
5.	M/s. Jagat Singh & Company	11%	RELEVANT MEMBER
6.	M/s. Agarwal Developers	10.5%	RELEVANT MEMBER
7.	M/s. Nandi Developers	10.5%	RELEVANT MEMBER

Whereas the above registered consortium who jointly qualify for the bid and secured the allotment of said plot being highest bidder. They through its lead member M/s. Manisha Projects Private Limited has approached to the lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl. No.	Plot No.	Sub Divided area (in sq.m.)	Name of member	Status
1.	GH-02A, Sector-10	34821.98	M/s. Shridhara Infratech Pvt. Ltd. (SPC of M/s. Manisha Projects Pvt. Ltd. - Lead Member & M/s. Kasana Builders Pvt. Ltd., Keen & Core Developers, SKG Ecotech Pvt. Ltd. & Jagat Singh & Company- Relevant Member)	SPC
2.	GH-02B, Sector-10	41565.44	M/s. Ecogreen Buildtech Pvt. Ltd. (SPC of M/s. Manisha Projects Pvt. Ltd. - Lead Member & M/s. Kasana Builders Pvt. Ltd., Keen & Core Developers, SKG Ecotech Pvt. Ltd. & Jagat Singh & Company- Relevant Member)	SPC
3.	GH-02C, Sector-10	20300.00	M/s. Nandi Infratech Pvt. Ltd. (SPC of M/s. Agarwal Developers & M/s. Nandi Developers- Relevant Member)	SPC

Whereas the said registered consortium has given an undertaking dated 31.10.2012 (Copy annexed as Annexure 1 to this Lease Deed) to indemnify the lessor which shall be part of this lease deed and shall in no way exonerate from their liability to perform and pay as per the terms of allotment till all the payments are made to the lessor.

Whereas the lessor approved the aforesaid sub-division vide letter No. Prop/BRS-4-2010/2012/597, dated 22.10.2012 and name and status of **M/s. NANDI INFRATECH PRIVATE LIMITED (SPC)** on the request of consortium in accordance with the Clause C-8(e) of the brochure/bid document of the scheme. Accordingly lessee has to develop and market the project on demarcated/sub-divided **Plot No. GH-02C, SECTOR-10, Greater Noida measuring 20300 square metre** (out of which presently **19335.00** sq.m. land area is being leased through this lease deed and accordingly consideration is determined) vide letter No. Builders / BRS04-2010/2012/597, dated 22.10.2012. Rest encroached/affected area i.e. **965** sq.m.

LESSOR

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LESSEE

22.03.2018	Instalment No.14	12573671	5280942	17854613	75442031.50
22.09.2018	Instalment No.15	12573671	4526522	17100193	62868360.50
22.03.2019	Instalment No.16	12573671	3772102	16345773	50294689.50
22.09.2019	Instalment No.17	12573671	3017681	15591352	37721018.50
22.03.2020	Instalment No.18	12573671	2263261	14836932	25147347.50
22.09.2020	Instalment No.19	12573671	1508841	14082512	12573676.50
22.03.2021	Instalment No.20	12573677	754421	13328098	0.00

In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

All payment should be made through a demand draft/pay order drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/GREATER NOIDA/Noida. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.

Premium referred to in this document means total amount payable to the Lessor for the allotted plot.

All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee should ensure remittance on the previous working day.

The payment made by the Lessee 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.

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.

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

B. EXTENSION OF TIME

1. In exceptional circumstances, the time of deposit for the payment of balance due amount may be extended by the Chief Executive Officer of the Lessor.
2. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.

M/s Noida Infotech Pvt. Ltd.

LESSOR Sign

3. 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.
4. 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 doth hereby demise on lease to the Lessee that sub divided plot of land numbered as Group Housing **Plot No.GH-02C, SECTOR-10, GREATER NOIDA** Distt. Gautam Budh Nagar (U.P.) contained by measurement **19335.00 sq. mtrs.** be the same a little more or less and bounded:

On the North by	: : : : : : : : : : : : : : : : : : : :	As per Lease Plan attached
On the South by		
On the East by		
On the West by		

And the said plot is more clearly delineated and shown in the attached lease plan.

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from **9TH DAY OF NOVEMBER 2012** 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 and binding on the Lessee.

Signature of Lessee

 Lessee

Signature of Lessor

 LESSOR

C. THE LESSEE DOETH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor yearly lease rent indicated below:-
- (i) Lessee has paid **Rs. 2235319.00** as annual lease rent being 1% of the plot premium.
 - (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
 - (iii) 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.
 - (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
 - (v) The Lessee has to pay lease rent equivalent to 11 years @1% p.a. (total 11%) of the premium of the plot as "One Time Lease Rent" phasewise before getting permission to execute Tripartite Sub-Lease Deed in favour of their prospective buyers unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- 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 @ 15% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/sub Lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing/flats/plots. 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, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms and conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.
- i) Such allottee/sub Lessee should be citizen of India and competent to contract.

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LESSOR

- ii) Normally, 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 according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted 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 per 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 sub-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 the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phasewise on payment of full premium (with interest upto the date of deposit) of the plot of that phase.
- b) Every sale done by the Lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Lessee has obtained building occupancy certificate from Planning Department, Greater Noida (Lessor).
- d) The Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e) The Lessee shall have to execute tripartite sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.
- f) The Sub-Lessee undertakes to put to use the premises for the residential use of residential area only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rata 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.

1/3 Nandi (Nandi) P.A. Ltd.

Auth. Sign.
LESSEE

1/3 Nandi (Nandi) P.A. Ltd.

LESSOR

The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. 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/plots will be permitted to be given after execution of sub-lease deed.

- i) Every transfer done by the Lessee shall have to be registered before the physical possession of the flat/plot is handed over.
- j) Except otherwise without obtaining the completion certificate, the Lessee shall have option upto 31.03.2011 to divide the allotted plot and to sub-lease the same with the prior approval of Lessor on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 10,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

D. NORMS OF DEVELOPMENT

The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

Maximum permissible Ground Coverage	As per Building regulation 2010 Greater Noida.
Maximum permissible FAR	2.75
Set backs	As per Building regulation 2010 Greater Noida.
Maximum Height	No Limit

E. CONSTRUCTION

1. The Lessee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The Lessee shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the LESSOR in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The Lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly

institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged/charged property the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, 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 LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

The LESSOR'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 bid or through execution of decree of insolvency/court.

G. TRANSFER OF PLOT

1. Without obtaining the completion certificate the Lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per planning norms and to transfer the same to the interested parties upto 31.03.2011 with the prior approval of LESSOR on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub-divided plots should not be less than 10,000 sq.mtrs. However, individual flat/plot will be transferable with prior approval of the LESSOR as per the following conditions :-

- (i) The dues of LESSOR towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed before 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 for respective phase by the 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/Planning Department, Greater NOIDA Industrial Development Authority.
- (vi) First sale/transfer of a flat/plot to an allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee to the LESSOR in writing.

- (vii) No transfer charges will be payable in case of first sale, including the built-up premises on the sub-divided plot(s) as described above. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the LESSOR.
- (viii) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

H. MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee shall not use flat for any purpose other than for residential purpose.

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 Lessor (Authority).

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor 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 Lessee who hereby agrees to reimburse by paying to the Lessor such amounts as may be fixed in that behalf.

I. LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Lessor 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.

J. 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 Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the Lessee/sub-Lessee.

K. 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:-
 - a. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
 - b. 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 / sub-lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor 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 Lessor, the Lessor shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
5. The Lessee/sub Lessee 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 of the Lessor will have power to get the maintenance done through the Lessor 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 and decision of the Chief Executive Officer, of the Lessor in this regard shall be final.

L. CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of lease 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 Lessor or by any other statutory body.
3. Default on the part of the Lessee 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 Lessor 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 Lessor and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in sub clause 1 above, then the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

M. OTHER CLAUSES

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed 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 Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor 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 of 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 the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District . Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad

LESSOR

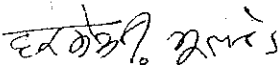
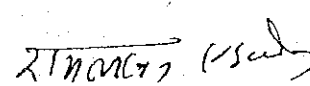
LESSEE

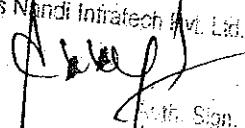
6. The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this Act.
7. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time Lessor or any other authority duly empowered by them to levy the tax/charges.
9. Dwelling units/ flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. 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.
13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee with simple interest.
15. All terms and conditions of brochure and its corrigendum, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

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

In presence of:

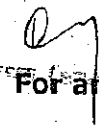
Witnesses:

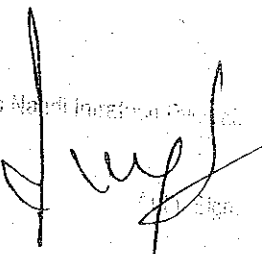
1. 
H-168/3 21/4/2
2. 
H-168/3 21/4/2

M/s Nandi Infratech Pvt. Ltd.

Auth. Sign.

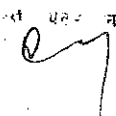
For and on behalf of LESSOR

राज्य औद्योगिक विकास प्राधिकरण


For and on behalf of LESSEE

M/s Nandi Infratech Pvt. Ltd.

Auth. Sign.

LESSEE

राज्य औद्योगिक विकास प्राधिकरण

LESSOR