



उत्तर प्रदेश UTTAR PRADESH

16AA 137963

Stamp Duty Paid in Cash Certificate in favor of *M/S IVR PRIME DEVELOPERS (PVT) LTD.*
 In Pursuance of the order of the Collector *Hydrabad, A.P.*
 No. *18/04/12* Dated *18/04/12* Issued under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. *13,37,50,000.00* Ru. Thirteen Crore Thirty Seven Lacs fifty *00*
 (in words) *00* and only *00*
 has been Paid in Cash as Stamp Duty in Respect
 of this instrument in the State Bank of India
 Treasury/Sub-Treasury of *No. 15/8*
 at *Hydrabad* By *18/04/12*
 a Copy of which is annexed herewith.

19-4-12

Date

Officer in Charge

Treasurer

Gautam Budh Nagar

19/04/12

ATTACHED WITH THE LEASE DEED OF GROUP
 HOUSING PLOT NO.GH-01, SECTOR-118, NOIDA, DISTT.
 GAUTAM BUDH NAGAR (U.P.)

For IVR Prime Developers (Avadi) Pvt. Ltd.

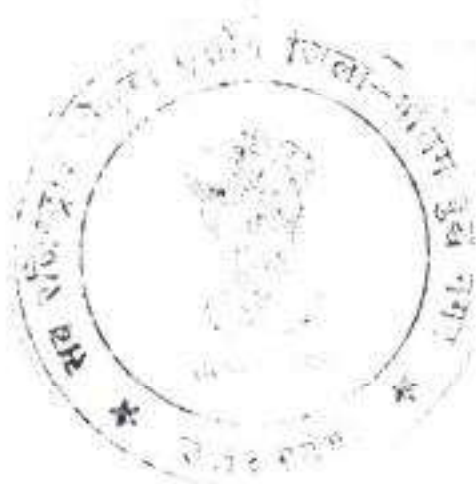
[Signature]
 Director

LESSOR

LESSEE

नं. ५३५-६
 में शामिल
 किया गया। * * * * *
 18 APR 2012 ✓
 रोकटिया
 * कोयामगर, गौतम बुद्ध नगर *

M/s IVR Prime Developers
 [ANADI] Pvt Ltd
 Hyderabad



LEASE DEED

This Lease Deed made on 19th day of April, 2012 (Nineteenth April Two thousand and Twelve) 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 IVR Prime Developers (AVADI) Private Limited**, having its registered office at M-22/3 RT, Vijay Nagar Colony, Hyderabad, Andhara Pradesh through Authorized signatory Sh. Anand Mani Barthwal S/o Sh. Malakram Barthwal, Director of the company, duly authorized by the board of Directors vide Resolution dated 16th April 2012 (hereinafter called the Lessee which expression shall unless the context does not so admit, include Company representatives, administrators and permitted assigns of the other part.)

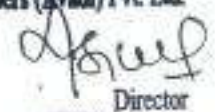
WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and development by the Lessor for the purpose of setting up an urban and industrial township.

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 Flats 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. 2,28,04,37,500/- (Rupees Two Hundred Twenty Eight Crore Four Lakhs Thirty Seven Thousand Five Hundred

For IVR Prime Developers (Avadi) Pvt. Ltd.


Director



280,437,500.00 10,000.00 80 10,080.00 4,000

प्रतिफल मासिक अंशतः वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री M/s IVR Prime Developers(AVADI) Pvt. Ltd. द्वारा आनन्द मणी

पुत्र श्री मालकराम बर्धवाल

व्यवसाय व्यापार

निवासी छापी एम-22/3, आरटी, विजय नगर कॉलोनी हैदराबाद

अध्यायी पता उक्त

वे यह लेखन इस कार्यालय में दिनांक 19/4/2012 समय 4:41PM

करे निम्नलिखित हेतु प्रेषित किया।



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

जे० एन० सिंह
उप-निबंधक तृतीय
नोएडा

19/4/2012

निष्पादन लेखन वरुण मन्ने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखनसार उक्त

पट्टा दाता

श्री नोएडा द्वारा आर० के० वेद्य

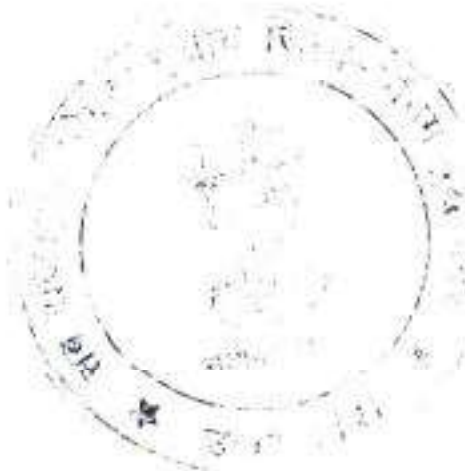
पेशा नौकरी
निवासी नोएडा विकास प्राधिकरण

पट्टा गृहीता

श्री M/s IVR Prime Developers(AVADI) Pvt. Ltd. द्वारा आनन्द मणी बर्धवाल
पुत्र श्री मालकराम बर्धवाल
पेशा व्यापार
निवासी एम-22/3, आरटी, विजय नगर कॉलोनी हैदराबाद



Handwritten signature of the person receiving the document.



Only) out of Rs.91,21,75,000 /- (Rupees Ninty One Crore Twenty One Lakhs Seventy five Thousand only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor both hereby acknowledge) and balance Rs.1,36,82,62,500 /- (Rupees One Hundred Thirty Six Crore Eigthy Two Lakhs Sixty Two Thousand Five Hundred only) is to be paid by the Lessee within 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.

INSTALMENT	DUE DATE	PRINCIPLE AMOUNT	INTEREST AMOUNT	TOTAL INSTALMENT
1	14.05.2012	171032812.5	75254437.50	246207250.00
2	14.11.2012	171032812.5	65847632.81	236880445.31
3	14.05.2013	171032812.5	56440828.13	227473640.63
4	14.11.2013	171032812.5	47034023.44	218066835.94
5	14.05.2013	171032812.5	37627218.75	208660031.25
6	14.11.2014	171032812.5	28220414.06	199253226.56
7	14.05.2015	171032812.5	18813609.38	189846421.88
8	14.11.2015	171032812.5	9406804.69	180439617.19

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


LESSOR

LESSEE
For IVR Prime Developers (Ayadi) Pvt. Ltd.

Director

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री अवनीश जैन

पुत्र श्री शीखर चन्द्र

पेशा नौकरी

निवासी 514, सेक्टर-4बी वसुन्धरा गाजि0

उ श्री विनोद झा

पुत्र श्री आर0 एम0 झा

पेशा नौकरी

निवासी प्लॉट नं0-28 शालीमार गार्डन साहिबाबाद

ने की।

एनक्वैरल भद्र सक्षिपों के निदान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

जे0 एन0 सिंह
उप-निबंधक तृतीय
नीएडा

19/4/2012



given only for payment of installments as per terms of brochure of the scheme.

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.
6. In case of default, the allotment offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts.
7. The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 10% limits, no surrender shall be allowed. However, if such variation is more than 10% limits, allottee will have the option of surrendering the allotment and taking back the entire deposited by him/her without any interest, expecting the processing fee. The applicable rate of allotment of additional area shall

LESSOR

LESSER

For IVR Prime Developers (Avadi) Pvt. Ltd.

पट्टा दाता

Registration No.: 2301

Year: 2012

Book No.: 1

0101 नोएडा द्वारा आर० के० वी०

नोएडा विकास प्राधिकरण

नौकरी



हाल में नोएडा विकास प्राधिकरण में नौकरी पर है।

सहकारी

be the accepted tender rate at the time of communication about the additional land. 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 the date of communication of the said additional land.

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-01, Sector -118 in the New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar (U.P.) contained by measurement 1,33,750 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

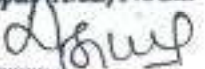
And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

- 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 19th April, 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


LESSOR

LESSOR

For IVR Prime Developers (Avadi) Pvt. Ltd.


Director



पट्टा गृहीता

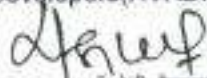
Registration No. : 2301

Year : 2012

Book No. : 1

0201 M/s IVR Prime Developers(AVADI) Pvt. Ltd. द्वारा :

मालकराम बर्यवाल



एम-22/3, आरटी, विजय नगर कॉलोनी हैदराबाद

व्यापार



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) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of March for each year the yearly lease rent indicated below:-

Lessee has paid Rs. 2,28,04,375/- (Rupees Two Crore Twenty Eight Lakhs Four Thousand Three Hundred Seventy Five Only) as lease rent being 1% of the plot premium for the first 10 years of lease period.

- b) The Lease rent may be enhanced by 50% after every 10 years of lease i.e 1.5 times of the prevailing lease rent.
- c) 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 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. Extension of time, in any case, shall


LESSOR

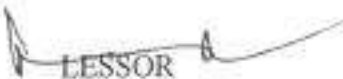
LESSEE

For IVR Prime Developers (Avadi) Pvt. Ltd.


Director

not be allowed for more than 60 days for each installment to be deposited, subjected to maximum of three such extension during the entire payment schedule.

- d) The lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the plot per year as "One Time Lease Rent" 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.
- e) 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, Parks 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 be 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


LESSOR

LESSEE

For IVR Prime Developments (Avadi) Pvt. Ltd.


Director

the full premium of the plot to the Authority permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the authority 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 full payment of the plot premium, interest and one time lease rent.
- 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 Building Cell, NOIDA.
- d) The lessee shall submit list of individual allottees of flats within 6 months form the date of obtaining occupancy certificate
- e) The Sub-Lessee undertake to put to use the premises for the residential use only.
- f) The sub-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/


LESSOR

LESSEE
For IVR Prime Developers (Avadi) Pvt. Ltd.

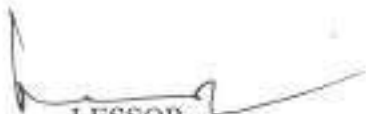
Director

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.

- g) A preliminary layout plan shall be submitted by Lessee 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 date of possession. In case the proposed layout plan required some 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).


LESSOR

LESSEE

For IVR Prime Developers (Avadi) Pvt. Ltd.


Director

- h) The lessee shall be required to complete the construction of Group housing pocket on allotted plot within **4 years** from the date of execution of lease deed as per terms of brochure of scheme and approved layout plan and get the occupancy certificate from the office of Building Cell of the lessor.
- i) 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.
- j) 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.
- k) That in case the lessee does not construct building within the time provided for above, the allotment/deed of lease as per


LESSOR

LESSEE

For IVR Prime Developers (Avadi) Pvt. Ltd.


Director

the case may be shall be liable to be cancelled and his interest in the property will be determined.

The lease shall execute an indemnity bond, indemnifying the authority against all disputes arising out of:

- 1 non completion of project;
- 2 quality of construction
- 3 any legal disputes arising out of allotment / lease to final purchaser

The lessee shall wholly and solely be responsible for implementation of the project and also for ensuring quality, development and subsequent maintenance of building and services till such time, alternate agency for such work \ responsibility is identified legally by the lessee. Thereafter the agency appointed by the lessee will be responsible to the authority for maintenance and service of the constructed flats \ building.

MORTGAGE:

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


LESSOR

LESSOR

For IVR Prime Developers (Avadi) Pvt. Ltd.




Director

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.

TRANSFER OF PLOTS

The transfer of allotted group housing plot, as a whole will not be allowed under any circumstances. However, individual 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.
- (viii) Rs 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

LESSOR

LESSEE

For IVR Prime Developers (Avidi) Pvt. Ltd.

 Director

SURRENDER

The request for surrender of plot will only be consider prior to cancellation, as per following provisions:

1. In case of surrender before the lease of acceptance letter 50% of the registration money shall be forfeited.
2. In case of surrender, after the deposit of reservation money but before the date of deposit of allotment money, the deposited amount would be refunded, without any interest after deducting the registration money
3. In case of surrender, after the deposit of allotment amount but before the execution of lease deed, the deposited amount would be refunded, without interest after deducting 10% of the total premium of plot.
4. Surrender after execution of lease deed shall not be allowed.
5. The date of surrender in the above case shall be the date on which application is received at the authority/lessor' office. No subsequent claim on the basis of postal delay, etc.; will be entertained.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The lessee shall not use the flat for any purpose other than residential. Sub division or amalgamation 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 alternation or additions to the said building or other erections for the time being on the demised

LESSOR

LESSOR
For IVR Prime Developers (Avadi) Pvt. Ltd.

Director

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


LESSOR

LESSOR
For IVR Prime Developers (Avadi) Pvt. Ltd.

Director

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 lessee/sub-lessee.

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 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 lessee shall make such arrangements as are necessary for the maintenance of the building and common

LESSOR

LESSOR
For IVR Prime Developers (Avadi) Pvt. Ltd.


Director

services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer, Noida will have 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

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

LESSOR

LESSSEE
For IVR Prime Developers (Ayadi) Pvt. Ltd.

Director


any interest. The forfeited amount shall not exceed the deposited amount with the Authority 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.

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

OTHER CLAUSES

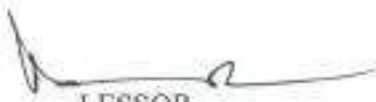
1. The Authority / Lessor reserves the right to make such additions /alternations or modifications in the terms and conditions of allotment/lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the 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.


LESSOR

LESSEE
For IVR Print Developers (Pvt) Pvt. Ltd.

Director

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
6. The Lease agreement/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. In case of non commitment to implement the project within the time limits prescribed, lessor have right to cancel the allotment of plot.
8. The allottees of the lessee shall be liable to pay all taxes/charges leviable from time to time to NOIDA or any other authority duly empowered by them to levy the tax/charges.
9. 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.
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 arrear of land revenue.
12. 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.
13. The Lessor in larger public interest may take back the possession of the land building by making payment at the prevailing rate.


LESSOR

LESSEE
For IVR Prime Developers (Ayadi) Pvt. Ltd.


Director

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. 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 follow:-
- 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 within a

LESSOR

LESSEE
For IVR Prime Developers (Aradi) Pvt. Ltd.

Director

period herein before specified, the demised premises shall be re-allotted and the lessor shall refund such amounts as may 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 in force.
- 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 issued there under 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 modification by the Uttar Pradesh President's Act. (Re-enactment with modification Act U.P. Act 30 of 1974)
- 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 exercised by the Chief Executive Officer/Chairman of the lessor. The Lessor may also authorize any of its officers to exercise all or any of the power exercisable by it under this lease provided



LESSOR

LESSOR
For IVR Prime Developers (Avadi) Pvt. Ltd.


Director

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 anyway 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.
- k) All terms and conditions of brochure, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.
- l) That in larger public interest lessor may take the possession on land /building by making payment at the prevailing rate.
- m) In case the lessor is not able to give possession of the land in any circumstance, deposited money will be refunded to the lessee with simple interest.


LESSOR

LESSEE
For IVR Prime Developers (Ayadi) Pvt. Ltd.


Director



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

In presence of:

Witnesses: ANNEESH JAIN
Address: SIO SH. SHIKHAR Chandra
Plot No- 54, Airana Mide
Sector 46, Vasant Vihar
Gurgaon Haryana

Signed and delivered
for and on behalf of LESSOR

Witnesses: Vinod Jha
Address: SIO RMILs
Plot No- 28, Shalimar garden Expt 2,
Sahibzada of
Vinod Jha

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

For and on behalf of the LESSEE

For and on behalf of the LESSOR

For IVR Prime Developers (Avadi) Pvt. Ltd.

Director

LESSOR

LESSEE
For IVR Prime Developers (Avadi) Pvt. Ltd.

Director



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NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

MAIN ADMINISTRATIVE BUILDING, SECTOR-6, NOIDA

GAUTAM BUDH NAGAR-201301

NO: NOIDA/GHP/GH-0 /118/2012/ 1392.

DATED: 9 APRIL, 2012

POSSESSION ORDER

Group Housing Plot No.GH- 01, Sector-118, NOIDA measuring an area of 1,33,750 sq. mtrs. has been allotted in favour **M/S IVR PRIME DEVELOPERS (AVADI) PRIVATE LIMITED**, a Company, having registered Office at **M-22/3 RT, Vijay Nagar Colony, Hyderabad, Andhara Pradesh** Lease deed of the above plot has been executed on **19.04.2012** through Authorized signatory **Sh. Anand Mani Barthwal S/o Sh. Malakram Barthwal**, Director of the company. Allottee is directed to take physical possession of above plot as per the site, within 15 days from the date of issue of this letter otherwise penalty as per rule shall be payable by the allottee.

OFFICE SUPDT.
(GROUP HOUSING DEPTT.)

Copy to :-

1. Project Engineer-IV along with attested photo and signature of the authorized signatory with the request to hand over the possession of above referred plot to the allottee.
2. Allottee.


OFFICE SUPDT.
(GROUP HOUSING DEPTT.)