

I 1022



उत्तर प्रदेश UTTAR PRADESH

E 879335

Stamp Duty Paid in Cash Certificate in *M/S Splendor Information Technology Pvt Ltd, F- 38/2 Okhla Industrial Area Phase-II New Delhi.*  
 favour of the purchase of the plot of the Collector via Memo. Dated ~~10-05-06~~ *02-05-06*  
 Passed under section 19-A of the Stamp Act. It is certified that an amount of *Rs. 1,58,26,050 - only* ( In Words *Rs- one Crore fifty eight lac twenty six thousand fifty only* )  
 has been Paid in Cash as Stamp duty in respect of this instrument in the State Bank of India/Chief-Treasury at *Noida* by challan No. *01* ..... Dated *02-03-07*  
 A Case Dated.....

**LEASE DEED OF INSTITUTIONAL PLOT NO.06 SECTOR-142, NOIDA**

*[Signature]*  
Officer Incharge

*[Signature]* Chief Treasury Officer  
(Gautam Budh Nagar, No. da)  
*14/03/07*

राजीव सिन्हा  
मुख्य निधि अधिकारी  
पीठिका

For Splendor Information Technology Pvt.



*[Signature]*  
Director

265  
14 MAR 2007  
160

Splendor Information Technology  
Pvt. Ltd.  
New-Delhi





## LEASE DEED

This lease deed made on this 16th day of March in the year **Two Thousand Seven** between New Okhla Industrial Development Authority a body corporate constituted under section 3 of the U.P. 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 of the **first part** and

  
राजीव सिन्हा  
ए. वि. वि. न. वि. वि. वि.  
दीपपुरा

For Splendor Information Technology Pvt. Ltd.

  
Director





155,151.620.00

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 विकास प्राधिकरण द्वारा राजीव सिन्हा  
पुत्र / पत्नी श्री ए० एल० ओ०  
पेशा नौकरी  
निवासी स्थायी नोएडा विकास प्राधिकरण  
अस्थायी पता नोएडा विकास प्राधिकरण  
ने यह लेखपत्र इस कार्यालय दिनांक 20/3/2007 समय 2:03PM  
बजे निबन्धन हेतु पेश किया।



आर० पी० सिंह  
उप-निबंधक तृतीय  
नोएडा

20/3/2007

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त

पट्टा दाता

श्री/श्रीमती नोएडा विकास प्राधिकरण द्वारा राजीव  
सिन्हा  
पुत्र/पत्नी श्री ए० एल० ओ०  
पेशा नौकरी  
निवासी नोएडा विकास प्राधिकरण



पट्टा गृहीता

श्री/श्रीमती M/s Splendor Information  
Technology P. Ltd. द्वारा हृदय विक्रम भाटिया  
पुत्र/पत्नी श्री पुत्र- स्व० ओ० पी० भाटिया  
पेशा व्यापार  
निवासी बी-402 न्यु फ्रेन्ड्स कॉलोनी नई दिल्ली



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री एम० सी० शर्मा  
पुत्र श्री पुत्र-पी० एन० शर्मा  
पेशा नौकरी

निवासी बी-1/102, मिलन विहार 72, आई पी० एक्सटेंशन  
व श्री वी० के० उनियाल  
पुत्र श्री पुत्र- जे० पी० उनियाल  
पेशा नौकरी  
निवासी जेड-66ए से०-12, नोएडा



ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

आर० पी० सिंह  
उप-निबंधक तृतीय  
नोएडा

20/3/2007


M/s. **SPLENDOR INFORMATION TECHNOLOGY PRIVATE LIMITED**, a company within the meaning of company act 1956 having its registered office at **F-38/2, Okhla Industrial Area, Phase-II, New Delhi-110020**, through its Director **Sh. HRIDEY VIKRAM BHATIA S/o Late Shri O.P. Bhatia R/o B - 402, New Friends Colony, New Delhi**, hereinafter called **Lessee** which expression shall unless the context does not so admit includes its successors, administrators, representatives and permitted assignees of the **other part**.

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

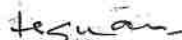
And the lessor has agreed to demise and the lessee has agreed to take on lease the demised plot on the terms and conditions hereinafter appearing for the purpose of construction and setting up a **SOFTWARE IT UNIT / ITES** according to bye laws and building plans approved by the lessor on the terms and conditions hereafter contained.

WHEREAS the lessor allotted **40315.80** sq.mtrs., of land in Sector - **142** Noida vide allotment letter No. **NOIDA/INSTT./05/489** dt. **17.02.2006** for Development of IT & IT Enabled Services on the detailed terms and conditions set out in the said allotment letter and the allottee is required to have lease deed of the allotted land signed and executed in their favour ;

AND WHEREAS the Government of U.P. vide G.O. No. KNO5-305/11-2005-500(136)2003 Dt. 19.01.2005, 3014/76-6-05/500(40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005 under the Industrial and Services Sector Investment Policy 2004 has granted exemption from payment of Stamp Duty and Registration Charges payable on execution of lease of land inter-alia for setting up IT & IT subject to compliance of the norms and standards set up by the concern Department of Govt. of U.P. dealing with the project of IT & Electronics ;

  
राजीव सिन्हा  
स० विनि अधिकारी  
बीएडा

For Splendor Information Technology Pvt. Ltd.

  
Director



पट्टा दाता

Registration No 1022

Year : 2007

Book No. 1

0101 नोएडा विकास प्राधिकरण द्वारा राजीव सिन्हा

ए0 एल0 ओ0

नोएडा विकास प्राधिकरण

नौकरी



AND WHEREAS the Department of IT & Electronics, Government of U.P., has issued on Order No. KNO5-305/11-2005-500(136)2003 Dt. 19.1.2005, 3014/76-6-05/500(40)/2000 dt. 19-12-05 & 2168/78-2-05/46 IT/2005 dated 30.12.05 and fixed the norms and standards for claiming exemption of Stamp Duty ;

~~AND WHEREAS the allottee/lessee is desirous of obtaining the benefit of exemption from Stamp Duty and registration charges in respect of execution of lease deed of the allotted land.~~

**NOW THE LEASE DEED WITNESSES AS FOLLOWS :**

1. That in consideration of total premium of Rs. **15,51,51,620.00** (Rupees Fifteen Crores Fifty One Lacs Fifty One Thousand Six Hundred & Twenty only) towards the land premium calculated @ Rs. **3848/- per sq.mtr for 40,000 Sq.Mtrs and @ 3900/- per sq.mtr for 315.80 sq.mtrs** has been paid by the lessee to the lessor the receipt where of the lessor hereby acknowledges.
2. The lessor hereby gives the demised premises and lease on to lessee the demised plot for a period of 90 years commencing from the due date or actual date of execution of lease deed wherever is earlier.
3. And also consideration of the lease rent paid by lessee and covenants provisions and agreements herein contained and to be performed by the lessee. The lessee and the lessor both hereby demise and lease unto lessee plot No. **06** Situated at Sector - **142** in the New Okhla Industrial Development Area Distt. Gautam Budh Nagar U.P. contained by measurement of **40,315.80** sq.mtrs bounded as follows :

  
राजीव सिन्हा  
क. निधि अधिकारी  
नई दिल्ली

For Splendor Information Technology Pvt. Ltd.

  
Director

पट्टा गृहीता

Registration No. 1022

Year : 2007

Book No. 1

0201 .M/s Splendor Information Technology P. Ltd. द्वारा

पुत्र- स्व0 ओ0 पी0 भाटिया

बी-402 न्यु फ्रेन्ड्स कॉलोनी नई दिल्ली

व्यापार



*Handwritten signature or mark.*



AND WHEREAS the Department of IT & Electronics, Government of U.P., has issued on Order No. KNO5-305/11-2005-500(136)2003 Dt. 19.1.2005, 3014/76-6-05/500(40)/2000 dt. 19-12-05 & 2168/78-2-05/46 IT/2005 dated 30.12.05 and fixed the norms and standards for claiming exemption of Stamp Duty ;

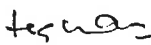
~~AND WHEREAS the allottee/lessee is desirous of obtaining the benefit of exemption from Stamp Duty and registration charges in respect of execution of lease deed of the allotted land.~~

**NOW THE LEASE DEED WITNESSES AS FOLLOWS :**

1. That in consideration of total premium of Rs. **15,51,51,620.00** (Rupees Fifteen Crores Fifty One Lacs Fifty One Thousand Six Hundred & Twenty only) towards the land premium calculated @ Rs. **3848/- per sq.mtr for 40,000 Sq.Mtrs and @ 3900/- per sq.mtr for 315.80 sq.mtrs** has been paid by the lessee to the lessor the receipt where of the lessor hereby acknowledges.
2. The lessor hereby gives the demised premises and lease on to lessee the demised plot for a period of 90 years commencing from the due date or actual date of execution of lease deed wherever is earlier.
3. And also consideration of the lease rent paid by lessee and covenants provisions and agreements herein contained and to be performed by the lessee. The lessee and the lessor both hereby demise and lease unto lessee plot No. **06** Situated at Sector - **142** in the New Okhla Industrial Development Area Distt. Gautam Budh Nagar U.P. contained by measurement of **40,315.80** sq.mtrs bounded as follows :

  
राजीव सिन्हा  
ए. डिप्टि. अधिकारी  
लखनऊ

For Splendor Information Technology Pvt. Ltd.

  
Director

पट्टा गृहीता

Registration No. 1022

Year : 2007

Book No. 1

0201 .M/s Splendor Information Technology P. Ltd. द्वारा  
पुत्र- स्व0 ओ0 पी0 भाटिया  
बी-402 न्यु फ्रेन्डस कॉलोनी नई दिल्ली  
व्यापार



*huan*



ON THE NORTH  
ON THE SOUTH  
ON THE EAST  
ON THE WEST

**As per site**

And which said plot is referred in this lease deed as the demised plot and is more clearly delineated and shown in the attached plan. Lessee shall hold the demised plot with its appurtenances unto lease for the terms of 90 years commencing from the due date/actual date of execution of lease deed which ever is earlier except and always reserving to the lessor the following :

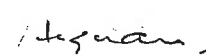
- (a) A right to lay water mains drains, sewers or electric wires under/above the demised plot fit deemed necessary by the lessor in developing the same.
- (b) Full right and title to mines and minerals in and under the demised plot or any part thereof.

**One time lease rent amounting to Rs. 4,26,66,701.00 has already been paid by the lessee.**

4. The lessee shall use the plot for the setting up of their **SOFTWARE IT UNIT/ ITES.**
5. The lessee shall be liable to pay all the rates local taxes charges and assessment by whatever name called of every description in respect of the demised plot and/or building constructed thereon assessed or imposed from time to time by local or other Authority / State / Central Govt. / The Lessor.
6. That the lessee will obey and submit to all the directions or regulations made by the lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or the health, safety or effect the convenience of the other inhabitants of the surrounding area.
7. The lessee will at their own cost construct a building on the demised plot as per floor area ratio (FAR) as applicable in accordance with the prescribed bye laws plan and building regulation.

  
[Illegible text]  
[Illegible text]

For Splendac Information Technology Pvt. Ltd.

  
Director



The building will be constructed by lessee as per building regulations and directions and bye laws of the Authority. It shall be the responsibility of the lessee to get the allotted plot inspected by the authorised officer appointed by the lessor. The lessee shall write / contact the building cell department of the lessor first during the time of construction of the basement and second after completion of the plinth third after completion of lintel level.

The lessee will not make any unauthorised construction on the plot and if so will be removed / demolished by the lessor at the risk cost responsibility of the lessee. It shall be treated as breach of terms and conditions of building bye laws and lease deed.

8. The lessee undertakes to abide by and fulfill the norms and standards set out by the Department of IT & Electronics, Government of U.P. for the setting up of the project of IT and IT enabled services as enumerated above.
9. That the lessee will complete construction and obtain occupancy certificate from the building cell department within the validity period of the approved building plans and put the same in operation as per plans approved by the lessor and as per provision of clause No. 13 of this lease deed for allotment and cancellation of plot . In case such allottee / Lessee who are interested to avail exemption of stamp duty has to obtain approval of Development Plan within 18 months from the date of registration of Lease Deed from the competent authority of the lessor and complete the 40% of the total permissible covered area on the allotted plot within 3 years from the date of handing over of possession and also have to complete whole construction within five years from the date of handing over of possession.

In the event of Lessee's not complying with above clause Bank Guarantee submitted by the Lessee will be invoked and encashed.

  
राजीव सिन्हा  
उ० विधि अधिकारी  
लखनऊ

For Splendor Information Technology Pvt. Ltd.

  
Director

**List of Directors/ Shareholders**

- |   |  |                                 |
|---|--|---------------------------------|
| 1 | Mr. Neeraj Puri                        | Director                        |
| 2 | Mr. Lalit Goyal                        | Director                        |
| 3 | Mr. Madhukar Tulsi,                    | Director                        |
| 4 | Mr. Hridey Vikram Bhatia               | Director and 47.75% Shareholder |
| 5 | Smt. Veenu Vikram Bhatia               | 2.00% Shareholder               |
| 6 | M/s. Splendor Landbase Limited         | 0.25% Shareholder               |
| 7 | M/s IREO Investment Holding IX Limited | 50.00% Shareholder              |

  
सलीम खान  
उप निदेशक  
नौरडा

For Splendor Information Technology Pvt. Ltd.

  
Director



Provided that the lessee has the option of availing exemption from stamp duty shall execute an Agreement and submit Bank Guarantee as per provision of Government order No. KNO5-305/11-2005-500(136)2003 Dt. 19.01.2005, 3014/76-6-05/500 (40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005.

The Lessee is not willing to avail the benefit of exemption of stamp duty vide undertaking dt. **11<sup>th</sup> September 2006.**

10. The lessee unequivocally agrees that in view of the fact that he/they are availing the benefit of exemption of payment of stamp duty and registration charges the period within which construction is to commence and be completed as stated in the lease deed shall stand confined to the period as set out in above clause in terms of the said G.O. No. KNO5-305/11-2005-500 (136)2003 Dt. 19.01.2005, 3014/76-6-05/500(40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005.

1. The lessee unequivocally agrees that in the event of any breach of the norms and standards set out by the Department of IT & Electronics, Government of U.P. for the setting up of the project of IT and IT enabled services and non adherence to the time frame for setting up of the project and making it functional or in the event of non adherence of the terms and conditions of allotment or this lease deed they shall be liable to pay to the lessor the amount equivalent to the stamp duty and registration charges along with interest thereon @ 18% per annum for 5 years period in terms of the G.O. No. KNO5-305/11-2005-500(136)2003 Dt. 19.01.2005, 3014/76-6-05/500(40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005. The payment of the amount of stamp duty and registration charges are being separately secured by execution of bank guarantee by a nationalised bank in favour of lessor as per performa annexed to this deed. It is agreed that but for the exemption from payment of stamp duty granted vide G.O. dated the entire legal expenses of execution of the Lease Deed including stamp duty and registration charges would have been borne by the lessee.

For Splendor Information Technology Pvt. Ltd.

*tsuan*  
Director

For Splendor Information Technology Pvt. Ltd.

*tsuan*  
Director

*tsuan*  
सादीब सिन्हा  
सं. नि. नि. अधिकारी  
दीवड़ा

For Splendor Information Technology Pvt. Ltd.



*tsuan*  
Director



For Splendor Information Technology Pvt. Ltd.

*tesman*  
Director

12. The lessee shall be liable to make payment of an amount equivalent to stamp duty and registration charges alongwith interest total amounting to Rs.....for which they have / had received exemption under the G.O. No. KNO5-305/11-2005-500(136)2003 Dt. 19.01.2005, 3014/76-6-05/500(40)/2000 dated 19.12.2005, and 2168/78-2-2005/46 IT/2005 dated 30.12.2005 immediately on demand and without demur upon a mere notice in writing from lessor that the lessee has breached the terms and conditions of allotment including the norms and standards set out by the Department of IT & Electronics, Govt. U.P. as enumerated above, or has delayed the implementation of the project with the stipulated period. The lessor shall be sole judge of the genuineness of the demand so made and the default/breach committed by the allottee/lessee.

The lessor shall be entitled to invoke the bank guarantee without recourse to the allottee and upon receipt of the guaranteed amount the same shall be transferred by lessor to the Government account / Treasury.

For Splendor Information Technology Pvt. Ltd.

*tesman*  
Director

13(A)The allottee / Lessee will complete construction and obtain occupancy certificate from the competent Authority of the Lessor within the validly period of the approved building plan. The Lessee / Allottee shall ensure the functioning on the allotted plot as per schedule give below.

PLOT UP TO 1000 SQ. MTRS.

Within two years from the actual date of possession

PLOTS ABOVE 1000 SQ. MTRS. BUT UPTO 2000 SQ. MTR.

Within three years from the actual date of possession.

PLOTS ABOVE 2000 SQ. MTRS. BUT UP TO 4000 SQ. MTRS.

Within Four years from the actual date of possession.

PLOT ABOVE 4000 SQ. MTRS.

**With in five years from the actual date of possession.**

*[Signature]*  
For Splendor Information Technology Pvt. Ltd.

For Splendor Information Technology Pvt. Ltd.



*tesman*  
Director




- B.** In case of non adherent to the aforementioned schedule for functioning, the cancellation of allotment and / or determination of Lease Deed with forfeiture of money would be effected as per rules and the possession of the plot would be resumed by the lessor with structure thereof, if any and the allottee / lessee will have no right to claim compensation thereof. However, in exceptional circumstances, an extension may be allowed by the lessor on payment of such charges and subject to terms and conditions, as deemed fit by the lessor.
- C.** In the event of an extension, extension charges @ 4% of the premium would be chargeable for grant of extension for each year on pro rata monthly basis. The rate of extension charges as mentioned above may be re viewed by the lessor. In the event of extension not being granted, cancellation may be exercised following with revocation of lease deed with forfeiture amount as per then prevailing policy of the lessor, in such an event the lessee will be at liberty to remove construction if any, in such eventuality. The rate of extension charges as mentioned above may be revised by the Lessor/ Chief Executive Officer without notice.

In is further classified that the provision of clause No. 9 of this lease deed shall not of applicable in respect of allotment and cancellation of plot as this clause No. 9 is applicable in cases of those lessee who one interested in availing exemption from stamp duty only.

14. That the lessee will keep the demised plot and the building therein at all time in a state of good and substantial repairs and In sanitary condition to the satisfaction of the lessor.
15. That the lessee shall not make or permit to make any alteration in or in addition to the said or their erections would be erected in terms of para 7 on the demised plot without the prior permission in writing of the lessor and except in accordance with terms of plan, approved by the lessor or any officer authorised by the lessor or if such authorised officer requiring it to correct such deviations as aforesaid shall correct it and if lessee shall neglect to correct such deviations within a period of a calendar month after the receipt of such notice to be corrected at the expenses of the lessee which expenses the lessee hereby agrees to reimburse by paying to the lessor such amount as decided by the lessor whose decision shall be final.

  
राजेश सिन्हा  
हो दिधि अधिकारी  
कोयदा

For Splendor Information Technology Pvt. Ltd.

  
H. S. Uan  
Director




16. That the lessee shall not be permitted to transfer the demised plot before making the unit functional and building constructed thereupon. However at the discretion of CEO the transfer may be permitted after making the unit functional and building constructed thereupon and laying transfer charges as prevailing at that time of transfer such transfer charges shall be paid to the lessor. The decision of Chairman / Chief Executive Officer for all purpose will be final and binding on the lessee.
17. Notwithstanding anything contained in the Clause 20, the lessee may, with the previous permission of CEO mortgage the demised plot to any Government Organisation or any Government recognised institution for raising loans for purposes of construction of the building / functioning of the institution subject to such charges & terms and conditions as decided by the lessor at the time of granting the permission the first charges shall be of the lessor on the property.

Provided that in the event of the sale or foreclosure of the mortgaged or charged property the lessor shall be entitled to claim and recover such percentage as decided by the lessor of the unearned increases in the value of the demised plot as aforesaid and the amount of the lessor share of the said unearned increase shall be first charges in the favour of the lessor and having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on the lessee.

Provided further that the lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of unearned increase as aforesaid. The lessor 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 insolvent sale or transfer it by or through execution of decree of insolvency by the court.

  
राम ब. सिन्हा  
सो. वि. वि. अधिकारी  
लखनऊ


For Splendor Information Technology Pvt. Ltd.

  
Director



The plot cannot be transferred before making the unit functional and all such action done for transfer of the plot will be deemed as null and void ab-intio.

18. That if the lessee obtain the demised plot by suppression of any fact or misrepresentation, mis-statement of fraud or if there is any breach of the condition of the lease or if the lessee does not abide by the terms & conditions of the building rules framed by the lessor or violate any terms of the lease deed the lease may be determined and the entire money paid lessee will be forfeited and the possession of the demised plot and the structure raised thereon, unless removed by the lessee within the time specified in the notice by the lessor may be taken over by the lessor and lessee will not be entitled to any compensation.
19. That the lessee shall use the demised plot only for the construction for the **SOFTWARE IT UNIT/ ITES** according to the plan approved by the lessor and in accordance with the building regulations and directions formulated under the provisioned of U.P. Industrial Area Development Act 1976 and for no other purpose without the consent of the Lessor and subject to such terms & conditions as the lessor may impose and the lessee will not do or suffer to be done on demised plot or any part thereof anything which not do or suffer to be done on demised plot or any part thereof anything which may create a nuisance, damage or cause annoyance or inconvenience to the lessor or the owner or occupier of the plot in the neighborhood provided that the part of the building so constructed may be used by the lessee for the normal watch and ward staff so however that such accommodation shall be commensurate with the need.
20. That the lessee will not assign, relinquish, sublet, transfer or part with the possession of any portion of the demised plot and building thereon or cause any sub division thereof. The lessee will have In-house vehicle parking within the premises.

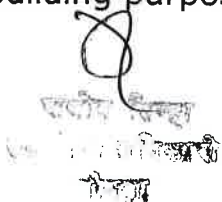
  
राजीव सिन्हा  
For Splendor Information Technology Pvt. Ltd.

For Splendor Information Technology Pvt. Ltd.

  
Director



21. Even if permission is granted by the lessor for transfer, assignment, mortgage or subletting of the whole of the demised plot or building or both shall be subject to and the transferee assignee or the sub lessee shall be bounded all covenants and conditions herein contained and be answerable to the lessor in all respect thereof.
22. Provided always that the lessee or transferee or permitted assignee, relinquish, mortgage, sublet or transfer the demised plot and building thereon as a whole the said terms after prior and written permission of the lessor and it will deliver at its own expense to the lessor or at the lessor's officer attested copy of the assignment, relinquishment, mortgage sub letting or transfer deed together with notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other law relating to the such registration and for the time being in force.
23. That the lessee will permit the member officers and sub ordinates of the lessor and workers and other persons employed by the lessor from time to time and at all reasonable time of the day, with prior intimation to enter into and upon the demised plot and building to be erected thereon in order to **inspect the same and carry on necessary works mentioned before and lessee will notice of the provisions of this sub clause to his/her/their/its tenants.**
24. That the lessee will not erect or permit to be erected on any part of the demised plot any stables sheds or other structure of descriptions whatsoever for keeping horse cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.
25. That the lessee shall not exercise its option of determining the lease nor hold the lessor responsible to the good the damages if any from fire, tempest, flood, army mob or any other irresistible force and material part of the demised plot is wholly, or partially destroyed or rendered substantially or permanently unfit for building purposes.

  
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For Splendor Information Technology Pvt. Ltd.

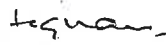
  
Director



- (A) That the lessee shall keep the lessor indemnified against any or all claims for damages which may be caused to any property belonging to lessee / others in consequence of the execution of the aforesaid works as specified below or otherwise and also against claims for damages of the lessee or his workman or representative.
- a) Injures or destroys any building or part thereof or other structure continuous or adjacent to the demised premises.
  - b) Keep the foundation, tunnels or other pits on the demised premises open or exposed to weather causing any injury to continuous or adjacent building or
  - c) Digs any pits near the foundation of any building thereby causing any injury or damage to such building.
  - d) The damages under sub - clause ( a ) above shall be assessed by the lessor whose decision as to the extent of injury or damage or the amount payable shall be final and binding on the lessee.
  - e) The terms and conditions of allotment and building bye-laws shall be binding upon the lessee.
- (B) If the lessee does not abide by the terms and conditions of the lease and building bye laws or any other rules framed or directions issued by the lessor the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor followed by forfeiture of deposits as per prevailing policy.

  
राजीव सिन्हा  
स. वि. प्र. अधिकारी  
गोंयदा

For Splendid Information Technology Pvt. Ltd.

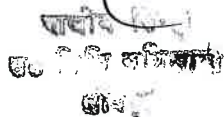
  
Director




26. And it is hereby agreed and declared by and between the parties to these present as follows :

- i) Notwithstanding anything contained herein above, if in the opinion of the lessor (whose decision shall be final and binding) any breach or violation of terms and conditions of the registration / allotment / lease deed or non deposit of dues & any of the covenants / conditions herein before contained and is to be observed and performed and in particular and without prejudice to the generality of the sub clause if lessee transfer(s) assign(s) relinquish(s) or mortgage(s) the whole of the demised premises before construction of a building on its part as herein before provided within the period mentioned above or if the lessee or the persons in whom the right is hereby created are adjudged insolvent.
- ii) It shall be lawful for the LESSOR, without prejudice to any other action , to re-enter the demised plot or any part thereof and determine this lease and forfeit the amount as per rules and thereupon.
- iii) If at any time of re- entering the demised plot shall not have been occupied by nor any building constructed by LESSEE, the LESSOR may re- allot the demised plot and refund the payment if any after making adjustment as required without deducting arrears of lease / interest / extension / charges and other charges as per rules.
- iv) If at any time- entering the demised plot shall not have been occupied by any building constructed by the LESSEE, thereon, the LESSEE shall with in a period of three months from the date of re-entry remove from the demised plot all erection or building fixtures and things which at any time and during the said terms shall be affixed or get upon the demised plot and leave the same in a good condition as it was on the date of demise, and default of the same shall become the property of the LESSOR without payment of any compensation to the LESSEE for the land and building structure and things therein within the LESSEE may be paid such amount as may work out in accordance with the principle given in the sub- clause (ii) above, provided that the LESSOR may at its option agree to purchase from the LESSEE his interest in the demised plot.


For Splendor Information Technology Pvt. Ltd.

  
Director

  
Director



- v) Any loss suffered by the LESSOR on a fresh grant of the demised plot breaches of conditions as aforesaid on part of LESSEE for or any person claiming through or under him shall be recoverable by the LESSOR.
- vi) All notice order or other documents required under the terms of the lease or under U.P. Act, No 6 of 1976 or any rule or regulation made thereunder shall be deemed to be duly served as provided under section- 43, of U.P. Urban planning and development Act, 1973 as re - enacted and notified by U.P. Residents Act, 1974 (Act no. 30 of 1974) re - enacted with modification.
- vii) The provisions of U.P. Industrial Area Development Act, 1976 and as any rules and regulations framed under the act or any direction issued shall be binding on the LESSEE and his/her/ their successor.
- viii) All power exercised by the LESSOR under this lease may be exercised by chairman / CEO. The LESSOR may also authorise any of its officers to exercise all or any of the powers by it under this rule.
- ix) Any relaxation or concession granted by the LESSOR to LESSEE shall not in any way prejudice the legal rights of the LESSOR.
- x) Any disputes arising with regards to this deed shall be subjected to the jurisdiction of Civil Courts at Gautam Budh Nagar or High Court of Judicature at Allahabad.
- xi) The land is in peaceful possession of the LESSOR and is being handed over to the LESSEE free from any encroachment and obstruction.

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For Splendor Information Technology Pvt. Ltd.

*Agwan*  
Director



- xii) The Chairman / CEO of the LESSOR reserves the right to make such amendments, additions alterations or modification, in terms and conditions of the lease from time to time as he may consider just and reasonable.
- xiii) Subject to the sub- clause (ix) in case of any clarification or interpretation regarding these terms and conditions of the lease deed, the decision of Chairman. CEO of the LESSOR will be final and binding on the LESSEE.
- xiv) The lessee shall complete the project within stipulated period as mentioned in clause 9 and 13 of lease deed. In case the lessee fails to comply with the terms and condition of allotment letter, lease deed brochure or not make the project functional within stipulated period as mentioned in clause 9 and 13 of lease deed. That action shall be taken as per rules and regulations of the Authority regarding cancellation.
- xv) The terms and conditions of brochure, allotment letter dt. **17.02.2006**, lease, building bye - laws as amended from time to time shall be binding on LESSEE.
- xvi) नोएडा द्वारा जनहित में अथवा अपने प्रयोगार्थ किसी भी आवंटित सम्पत्ति को आंशिक/पूर्ण वापिस लेने का पूर्ण अधिकार रहेगा तथा तत्समय की प्राधिकारण की दर से धनराशि दी जायेगी सम्बन्धित सम्पत्ति पर यदि निर्माण हुआ हो तो नोएडा द्वारा आकलन के अनुरूप धनराशि दी जायेगी।

  
राजीव सिन्हा  
उ० विधि अधिकारी  
नोएडा

For Spl... Information Technology Pvt. Ltd.



  
Director



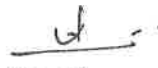
M. C. Sharma



V. K. Uniyal



आज दिनांक 20/03/2007 को  
वही सं 1 जिल्द सं 916  
पृष्ठ सं. 63 से 96 पर क्रमांक 1022  
रजिस्ट्रीकृत किया गया ।

  
आर० पी० सिंह  
उप-निबंधक तृतीय  
नौएडा  
20/3/2007

