

1-4025

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON J

UTTAR PRADESH



Stamp Duty Paid in Cash Certificate in favour of *M/s IITL-NIMBUS THE HYDE PARK, NOIDA*  
*213-315, Videsh Deep Building, Laxmi Nagar, District, Cantt. Delhi*  
 In Pursuance of the order of the Collector  
 No. *213/10* Dated *08.6.2010* Passed under  
 section 10-A of the Stamp Act, it is certified that  
 an amount of Rs. *68,62,000/-*  
 (In words Rs. *Six crore Eighty Six Lac Ninety Six Thousand only*)  
 has been Paid in Cash as stamp Duty in Respect  
 of this instrument in the State Bank of India  
 Treasury (Sur. Treas.) at *NOIDA*  
 by Chalan No. *D.B.* Dated *08.6.10*  
 a Copy of Which is annexed herewith.

*08.6.2010* *08.6.2010*

Officer-in-Charge  
Treasury  
Gautam Budh Nagar

ATTACHED WITH THE LEASE DEED OF GROUP  
HOUSING PLOT NO.GH-03 SECTOR-78, NOIDA, DISTT.

GAUTAM BUDH NAGAR (U.P.) For IITL Nimbus The Hyde Park Noida

*[Signature]*  
LESSOR

ANAND KUMAR  
Office Supdt.  
Noida Authority Sec-6  
Noida-201301

*[Signature]* *[Signature]*  
Authorised Signato  
LESSEE


## LEASE DEED

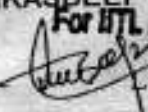


This Lease Deed made on 9<sup>TH</sup> day of JUNE, 2010 (Two thousand and ten) between the **NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 ( U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns of the one part and **M/S IITL-NIMBUS THE HYDE PARK NOIDA, PARTNERSHIP FIRM**, a FIRM within the meaning of INDIAN PARTNERSHIP ACT, 1932 having its registered office at **313-315, VIKASDEEP BUILDING, DISTRICT CENTRE, LAXMI NAGAR, DELHI-110092**, through Authorized signatory **Shri. RAJEEV KUMAR ASOPA S/o. Shri. GIRDHARI LAL ASOPA**, (Director of Partner Company NCJ International Ltd.) R/o C-92, TAKSHILA APPARTMENT, IP EXT PATPER GANJ, DELHI-110092, & **Sh. VIRENDRA TRIPATHY S/o Sh. DHRUBA CHARAN TRIPATHY**, (CEO of Partner Company Indo Green Projects Ltd.) R/o B-21, 1<sup>st</sup> Floor, DDA Plots, Sector-8, Dwarka, New Delhi-110075., duly authorized by the Members of The Management Committee of The Firm vide Resolution dated 05.05.2010 hereinafter called the Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the other part.

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 No GH-03, Sector-78, NOIDA** 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.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the **CONSORTIUM CONSISTING OF-M/s NCJ INTERNATIONAL LTD. (LEAD MEMBER), M/s INDO GREEN PROJECTS. LTD. (RELEVANT MEMBER), M/s SUPERTECH LIMITED. (RELEVANT MEMBER)** 313-315, VIKASDEEP BUILDING,

  
LESSOR  
**ANAND KUMAR**  
Office Supt.,  
Noida Authority Sec-6  
Noida-201311

  
For IITL Nimbus The Hyde Park, Noida  
LESSEE  
Authorized Signatory  


DISTRICT CENTRE, LAXMI NAGAR, DELHI-110092, the Group Housing plot NO. GH-03, SECTOR-78 NOIDA, after fulfilling the terms and conditions prescribed in the brochure of Group Housing Scheme Code GH-2010 (I) and its corrigendums, vide Reservation Letter No. NOIDA/GHP/2010(I)/2010/5151 dated 10.03.2010 and Allotment Letter No. NOIDA/GHP/GH-2010(I)/2010/5202 dated 16.03.2010 & Allotment Letter No. NOIDA/GHP/GH-2010(I)/2010/9144 dated 02.06.2010 for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme. AND WHEREAS the lessor approved the name and status of Special Purpose Company (SPC) on the request of consortium members as mentioned in accordance with the allotment, vide letter No. NOIDA/GHP/GH-2010(I)/2010/9091 dated 26<sup>TH</sup> MAY, 2010.

AND WHEREAS the lessee is a Special Purpose Company is a partnership firm comprising of-


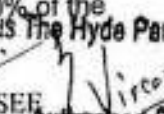
LIST OF PARTNERS	
S.NO.	NAME AND ADDRESS OF THE PARTNERS
1.	M/s NCJ INTERNATIONAL LTD, 313-315, Vikas Deep Building, District Centre, Laxmi Nagar, Delhi-110092.
2.	M/s INDO GREEN PROJECTS. LTD., Rajabahadur Mansion, 2 <sup>nd</sup> Floor, 28, Bombay Samachar Marg, Mumbai-400001.
3.	M/s SUPERTech LIMITED., C-134B, SECTOR-61, NOIDA.

LIST OF SHAREHOLDERS IN M/S IITL-NIMBUS THE HYDE PARK NOIDA, PARTNERSHIP FIRM			
S. NO.	NAME OF MEMBER/SHAREHOLDER	SHARE HOLDING	STATUS
1	M/s NCJ INTERNATIONAL LTD	45%	LEAD MEMBER
2	M/s INDO GREEN PROJECTS. LTD.	45%	RELEVANT MEMBER
3	M/s SUPERTech LIMITED.	10%	RELEVANT MEMBER

And it has been represented to the lessor that the consortium members have agreed amongst themselves that M/s NCJ INTERNATIONAL LTD, having its registered office at 313-315, VIKASDEEP BUILDING, DISTRICT CENTRE, LAXMI NAGAR, DELHI-110092 shall remain always be the Lead Member of the Special Purpose Company till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51.00% of the

  
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For IITL Nimbus The Hyde Park Noida  
  
LESSEE  
  
Authorised Signatory





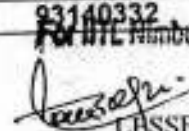
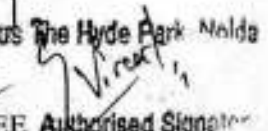
shareholding and the "Lead member" shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

## II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total premium of **Rs. 124,49,83,013.20 (Rs. ONE HUNDRED TWENTY FOUR CRORE FORTY NINE LAC EIGHTY THREE THOUSAND THIRTEEN & PAISE TWENTY only)** out of which 10% i.e. **Rupees 12,44,98,301.32 (Rupees TWELVE CRORE FORTY FOUR LACS NINETY EIGHT THOUAND THREE HUNDRED ONE & PAISE THIRTY TWO only )** which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum compounded half yearly , accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance 90% premium i.e. **Rs. 112,04,84,712.00 (Rs. ONE HUNDRED TWELVE CRORE FOUR LAC EIGHTY FOUR THOUSAND SEVEN HUNDRED TWELVE only)** of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

SL NO	DUE DATE	INSTALMENT (in Rs.)	INTEREST (in Rs)	TOTAL (in Rs.)
1	15.09.2010		61626686	61626686
2	15.03.2011		61626686	61626686
3	15.09.2011		61626686	61626686
4	15.03.2012		61626686	61626686
5	15.09.2012	70030324	61626688	131657012
6	15.03.2013	70030324	57775020	127805344
7	15.09.2013	70030324	53923352	123953676
8	15.03.2014	70030324	50071684	120102008
9	15.09.2014	70030324	46220016	116250340
10	15.03.2015	70030324	42368348	112398672
11	15.09.2015	70030324	38516680	108547004
12	15.03.2016	70030324	34665012	104695336
13	15.09.2016	70030324	30813344	100843668
14	15.03.2017	70030324	26961676	96992000
15	15.09.2017	70030324	23110008	93140332

  
LESSOR

   
LESSEE Authorised Signatory

16	15.03.2018	70030324	19258340	89288664
17	15.09.2018	70030324	15406672	85436996
18	15.03.2019	70030324	11555004	81585328
19	15.09.2019	70030324	7703336	77733660
20	15.03.2020	70030324	3851668	73881522

In case of default in depositing the installments or any payment, interest @ 14% 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 "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/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.

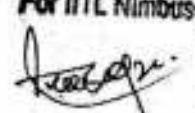
All payments should be remitted by due date. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.

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.

  
LESSOR

For IITL Nimbus The Hyde Park, No.  
  
LESSEE  
Authorized Signatory



#### A. EXTENSION OF TIME

1. Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to a maximum of three (3) such extensions during the entire payment schedule.
2. For the purposes of arriving at the due date, the date of issuance of the 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 plot of land numbered as Group Housing Plot No.GH-03 Sector-78, in the NOIDA, Distt. Gautam Budh Nagar (U.P.) contained by measurement 60,348.53 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

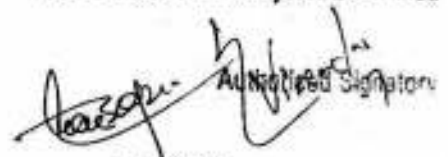
And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

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 9<sup>th</sup> JUNE, 2010 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.

  
LESSOR

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For IITL Nimbus The Hyde Park Noida  
  
LESSEE



- 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.

**(ii) AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:**

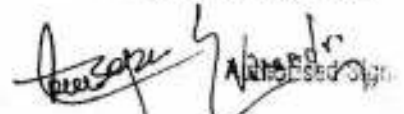
- a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of **MARCH** for each year the yearly lease rent indicated below:-
- (i) The lessee has paid **Rs. 1,24,49,830.13** as lease rent being 1% of the plot premium for the first year of lease period.
  - (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 the lease deed and thereafter, every year, on or before the last date of the previous financial year.
  - (iv) Delay in payment of the advance lease rent will be subject to an interest @14% per annum compounded half yearly on the defaulted amount and for the defaulted period.



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For IITL Nimbus The Hyde Park

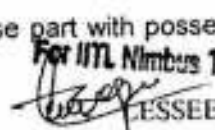


LESSEE



- (v) The lessee will have the option to pay lease rent equivalent to 11 years @1% per year i.e. equivalent to 11% of the total premium of the plot as "One Time Lease Rent" unless the NOIDA 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 allottee has paid the earlier lease rent due and lease rent already paid will not be adjusted in the "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 @ 14% 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. 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 Lessor.
- i) Such allottee/sub lessee 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

  
LESSOR

  
LESSEE  
For IITL Nimbus The Hyde Park Noida  
Authorised Sign







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.
- 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 Lessee shall have to execute 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 only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as

  
LESSOR

  
LESSEE  
  
Authorised Signatory

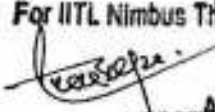
applicable at the time of transfer and shall also execute sub lease deed between lessor, lessee and proposed transferee (sub-lessee). The Lessee/ sub lessee shall also ensure adherence to the building regulations and directions of the lessor. The lessee as well as sub lessee shall have to follow rules 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.

- h) 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 1<sup>st</sup> 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 sale done by the lessee shall have to be registered before the physical possession of the flat/plot is handed over.
- j) Without obtaining the completion certificate, the lessee shall have option upto 30.09.2010 to divide the allotted plot and to sub-lease the same with the prior approval of NOIDA on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

#### NORMS OF DEVELOPMENT

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

  
LESSOR

For IITL Nimbus The Hyde Park, Noida  
  
LESSEE  
Authorised Signatory

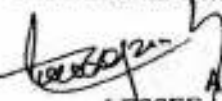


Maximum permissible Ground Coverage	40 %
Maximum permissible FAR	2.75
Set backs	As per Building Bye-laws
Maximum Height	No Limit

## CONSTRUCTION

1. The allottee 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(s) shall be treated as the date of possession. The Lessee/Sub-lessee(s) shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the completion/occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 7 years from the date of execution of the lease deed(s). The lessee/Sub-lessee(s) 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 temporary occupancy/completion certificate of the first phase accordingly issued from the building cell of the NOIDA within a period of three years from the date of execution of lease deed/Sub-lease deed.
2. The allottee shall make the provisions for the development of community facilities such as school, dispensary, milk-booth, community centre, electric sub-station, water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building Bye-Laws of the NOIDA.
3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. will be provided by the Lessor / NOIDA . 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/Sub-lessee(s).

  
LESSOR

For IITL Nimbus The Hyde Park N  
  
LESSEE  
Authorised Sign



4. Without prejudice to the NOIDA's right of cancellation, the time for the completion of the Project can be extended for a maximum period of another three years only with penalty as under:

- For first year the penalty shall be 4% of the total premium of the plot.
- For second year the penalty shall be 5% of the total premium of the plot.
- For third year the penalty shall be 6% of the total premium of the plot.

Extension for more than three years, normally will not be permitted.

5. In case the Lessee/Sub-lessee(s) does not construct building within the time provided including the extension granted, if any, for the above, the lease deed/sub-lease deed, as the case may be, shall be liable to be cancelled. Lessee/Sub-lessee(s) shall lose all rights to the allotted land and buildings appurtenant thereto.

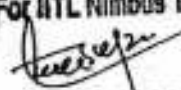
6. The lessee/Sub-lessee(s) may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by the NOIDA phase wise accordingly, enabling them to do phase-wise marketing.

## MORTGAGE

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/Sub-lessee(s) should have valid time period for construction as per terms of the lease deed/sub-lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

  
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For IITL Nimbus The Hyde Park, Noida  
  
LESSEE  
Nivedita  
Authorised Signatory





The Lessee/Sub-lessee(s) will submit the following documents:

- a. Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
- b. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorised construction and commercial activities on the Residential Area (Group Housing).
- c. Clearance of upto date dues of the NOIDA.

NOIDA shall have the first charge on the plot towards payment of all dues of NOIDA.

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


The NOIDA'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 from a court of law.

#### TRANSFER OF PLOT

Without obtaining the completion certificate the lessee/ sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the NOIDA and to transfer the same to the interested parties upto 30.09.2010 or till the extended date, if any, with the prior approval of the NOIDA on payment of transfer charges @ 2% of the allotment rate.

  
LESSOR

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LESSEE  
For NITC Nimbus The Hyde Park Noida  
Virendra  
Authorised Signatory



However, the area of each of such sub-divided plot should not be less than 20,000 sq. mtrs. However, individual flat will be transferable with prior approval of the NOIDA as per the following conditions:-

- (i) The dues of the NOIDA towards the cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed/sub-lease deed before executing of sub-lease deed of the flat.
- (ii) The lease deed/sub-lease deed has been duly executed.
- (iii) Transfer of the flat will be allowed only after obtaining the temporary occupancy/ completion certificate for the respective phase by the Lessee/sub-lessee.
- (iv) The sub-lessee of the individual flat undertakes to put to use the premises for the residential use only.
- (v) First sale of a flat to an individual allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee/ sub-lessee to the NOIDA in writing. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the NOIDA.
- (vi) Rs. 1000/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.
- (vii) Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.

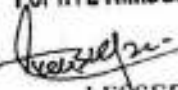
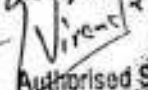
#### MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee/Sub-lessee shall not use flat for any purpose other than for residential purposes.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises alongwith structures thereon, if any, shall be resumed by the NOIDA.

  
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For IITL Nimbus The Hyde Park, Noida  
   
LESSEE Authorised Signatory



The Lessee/Sub-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 / the NOIDA and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor / the NOIDA requiring him to do so, correct such deviations as aforesaid.

If the Lessee/Sub-lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor/ the NOIDA to cause such deviation to be corrected at the expense of the Lessee/Sub-lessee who hereby agrees to reimburse by paying to the Lessor/ the NOIDA such amounts as may be fixed in that behalf.


#### LIABILITY TO PAY TAXES

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

#### OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s)/flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The

  
LESSOR

For  Noida The Hyde Park, Noida.  
LESSEE  
Authorised Signator




decision of the Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the lessee/sub-lessee.

#### MAINTENANCE

1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee/Sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
  - a) in a state of good 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 condition according to the convenience of the inhabitants of the place.
3. The Lessee/Sub-lessee(s) shall abide by all regulations, Bye-laws, Directions and Guidelines of the NOIDA 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 the NOIDA, the NOIDA shall have the right to impose such penalty as it may consider just and expedient.
5. The lessee/sub-lessee(s) shall make such arrangements as are necessary for the maintenance of the buildings and common services and if the buildings are not maintained properly the NOIDA will have the power to get the maintenance done through any other agency and recover the amount so spent from the lessee/sub-lessee(s). The lessee/sub-lessee(s) will be individually and severally liable for payment of the maintenance amount. The rules/regulations of U.P. Flat Ownership Act,

  
LESSOR

For IITL Nimbus The Hyde Park, Noida  
  
LESSEE  
Authorized Signature





1975 shall be applicable on the lessee/sub-lessee(s). No objection to the amount spent for the maintenance of the buildings by the lessor shall be entertained and decision of the NOIDA in this regard shall be final.

#### CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to the cancellation, the NOIDA will be free to exercise its right of cancellation of allotment/ lease/sub-lease in the case of :

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.
2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.
3. Default on the part of the Lessee/Sub-lessee for breach/violation of the terms and conditions of the registration/allotment/lease/sub-lease and/or non-deposit of the allotment amount.
4. If at the same time of such cancellation, the plot is occupied by the Lessee/sub-lessee, 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 NOIDA with structure(s) thereon, if any, and the Lessee/sub-lessee will have no right to claim any compensation thereof. The balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in para 1 above, the entire amount deposited by the Lessee/sub-lessee, till the date of cancellation shall be forfeited by the NOIDA and no claim whatsoever shall be entertained in this regard.

  
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For IITL Nimbus The Hyde Park, Noida  
  
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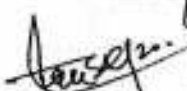
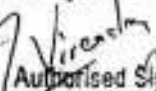


## OTHER CLAUSES

1. The NOIDA / 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 and approved by the NOIDA.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the NOIDA shall be final and binding on all concerned.
3. If due to any "Force Majeure" or such circumstances beyond the control of the NOIDA, the NOIDA is unable to make allotment or facilitate the Lessee/sub-lessee(s) to undertake the activities in pursuance of the executed lease deed/sub-lease deed, the deposits depending on the stages of payments, will be refunded without any interest.
4. If the Lessee/sub-lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period, failing which the NOIDA shall itself get the nuisance removed at the Lessee's/Sub-lessee's cost and charge damages from the Lessee/Sub-lessee for the period of subsistence of the nuisance.
5. Any dispute between the NOIDA and Lessee/ Sub-Lessee(s) 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 Deed/Sub-Lease Deed 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.

  
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For IITL Nimbus The Hyde Park, Noida  
   
LESSEE Authorised Signatory

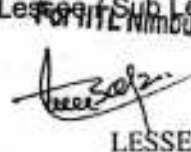



The NOIDA will monitor the implementation of the project. Tenants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.

8. The Lessee/sub lessee shall be liable to pay all taxes/ charges leviable from time to time by the NOIDA or any other Authority duly empowered to levy the tax/charges.
9. Dwelling unit flats shall be used for the residential purpose only. Default, if any, renders the lease/sub-lease liable to cancellation and the Lessee/sub-lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for the purposes other than the community requirements.
11. All arrears due to the Lessor/lessee/sub-lessee would be recoverable as arrears of land revenue.
12. The Lessee/sub-lessee shall not be allowed change his role, otherwise the lease/sub-lease shall be cancelled and entire money deposited shall be forfeited.
13. The NOIDA in larger public interest may take back the possession of the land/building by making payment at a reasonable rate as decided by the NOIDA, whose decision in this regard shall be final and binding on the lessee/sub-lessee(s).
14. In case the NOIDA is not able to give possession of any plot or any part thereof in any circumstances, the deposited money against that part will be refunded to the allottee without any interest.
15. All other terms and conditions of the Brochure of the Scheme and the Allotment Letter will be applicable and binding upon the Lessee/Sub Lessee.

  
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LESSEE Authorised Signatory







IN WITNESS WHEREOF the parties have set their hands on the day and in the year herein first above written.  
In presence of:

Witnesses:

1. Sd/- SURESH GOEL  
S/O Sh. JAI PRAKASH GOEL  
R/O Sd/- A. KRISHNA VINAY  
SEC-11, PRATAP VIHAR  
GOEL

2. Sh. Amit Kumar  
S/o Sh. Shobha Ram  
R/O D-13/2, Sec-71, Noida.

  
Signed and delivered

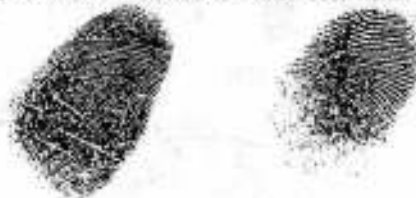
for and on behalf of LESSOR

ANAND KUMAR  
Office Supdt  
Noida Authority Sec-6  
Noida-201301

For IITL Nimbus The Hyde Park, Noida

   
Authorised Signatory

For and on behalf of the LESSEE


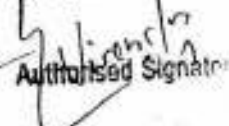


Certified that this true and extract copy of the original in all respect.

  
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For IITL Nimbus The Hyde Park Noida

   
Authorised Signatory  
LESSEE



आज दिनांक 09/06/2010 को

यही सं 1 जिल्द सं 2794

पृष्ठ सं 25 से 100 पर कर्नाक 4025

रजिस्ट्रीकृत किया गया ।



आर० के० गौतम

9/6/2010

# SITE PLAN OF SEC-78

265

OT NO. GH-03

EA-60348.53 SQM

45.00 M. WIDE ROAD

PLOT NO.-GH-03

235.93

347.94

255.79

18.00 m WIDE ROAD

18.00 m WIDE ROAD

NOTE- AREA MAY BE CHANGE AFTER FINAL EXECUTION OF ROADS & DRAINS.

*[Signature]*  
A.P.E.  
C.C.D-I

*[Signature]*  
29/4/10  
A.P.E.  
C.C.D-I