



- (q) The Authority / Lessor reserves the right to make such additions / alterations 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.
- (r) In case of any clarification or interpretation regarding these terms and conditions, the decision of the NOIDA shall be final and binding.
- (s) If due to any "Force Majeure" or any circumstances beyond NOIDA's control, NOIDA is unable to make allotment or handover the possession of the allotted plot, entire earnest money and/or the deposits, as the case may be, will be refunded, as per the prevailing policies of NOIDA.
- (t) If the Sub-Lessee / Transferee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the sub-lessee(s) / Transferee to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance removed at the sub-lessee(s)/ Transferee cost and charge damages from the sub-lessee(s) / Transferee during the period of existence of the nuisance.
- (u) Any dispute between the Authority and Sub-Lessee(s)/ Transferee 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.
- (v) The Lease Deed/Sub Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P.Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued under this act.
- (w) The NOIDA (Lessor) will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- (x) The sub-lessee(s)/ Transferee shall be liable to pay all taxes/ charges liveable from time to time by the NOIDA or any other Authority duly empowered to levy the tax/charges.
- (y) Commercial premises/ residential premises as per the plans of the Sub-Lessee approved by NOIDA shall be used for commercial/residential purpose only. In case of default, the lease deed is liable to be cancelled and the Sub-lessee(s)/ Transferee will not be paid any compensation therefor.

For Logix Infradevelopers Pvt. Ltd.

Lessee Authorised Signatory

For ABIT BULDCON PVT. LTD.

Sub- Lessee

Janish

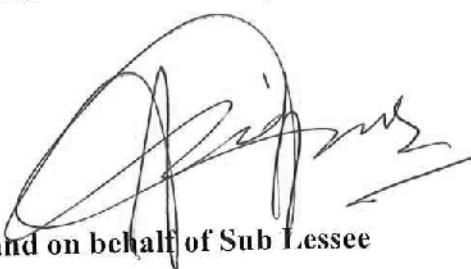


Manoj Chaudhary

- (z) Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
- (aa) All arrears due to the Lessor) would be recoverable as arrears of land revenue.
- (bb) The NOIDA in larger public interest may take back the possession decision in this regard shall be final and binding on the sub lessee(s)/ Transferee.
- (cc) In case the NOIDA is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee as per the prevailing policies of NOIDA.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year first above mentioned in the presence of :

For and on behalf of Lessee
For Logix Infradevelopers Pvt. Ltd.
11950
Authorised Signatory


For and on behalf of Sub Lessee

Witnesses: Santosh

1. Santosh Chandra
Sh. James Chandra
C-14 Parkash Nagar Colony, Noida.

2. Manoj Kumar
Sh. Bijender Kumar
A-1031, Mayur Vihar
Plt 3, Noida

For Logix Infradevelopers Pvt. Ltd.

Lessee Authorised Signatory

For ABIT BUILDCON PVT. LTD.

Sub- Lessee Authorised Signatory

आज दिनांक 07/06/2014 को

बही सं. 1 जिल्द सं. 6079

पृष्ठ सं. 163 से 206 पर क्रमांक 5409

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(एस० क० सिह)

उप-निबन्धक द्वितीय

नोएडा

7/6/2014

