



उत्तर प्रदेश UTTAR PRADESH



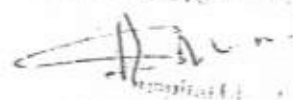
LEASE DEED

A 021656
ATTYESTED



LEASE DEED OF BUILDERS RESIDENTIAL PLOT NO. GH-08A, CHI-V,
GREATER NOIDA, DISTT. GAUTAM BUDH NAGAR (U.P.) MEASURING
10,000.37 SQ. MTRS.

LESSOR


LESSEE

FOR KAMRUP JURISDICTION PROJECTS

LEASE DEED

This lease deed is made on the 12th day of June 2009, between the Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 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 and assigns) of the One Part and **M/s KAMRUP HOUSING PROJECTS PVT.LTD.** a company incorporated under the Indian Companies Act 1956, having their registered office and Correspondence Address at L-1/7, Hauz Khas, Enclave, New Delhi - 110016 through its Managing Director Mr. SHRIDEV SHARMA S/o SHRI MAHADEV SHARMA duly authorized by the Board of Directors vide resolution dated 11/06/2009 hereinafter called the Lessee, which expression shall unless the context does not so admit, include its executors, successors in office, administrators, representatives and permitted assigns of the other part;

WHEREAS the plot hereinafter described form 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 said plot of land, on the terms and conditions hereinafter appearing for the purpose of constructing residential buildings according to building plan approved by the Lessor.

I NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 104003848/- (Rs.Ten Crore Forty Lac Three Thousand Eight Hundred Forty Eight) out of which Rs. 20803848/- (Rs. Two Crore Eight Lac Three Thousand Eight Hundred Forty Eight Only) has been paid by the Lessee, the receipt whereof the Lessor do hereby acknowledge. The balance amount to be paid as per payment plan below :-

PAYMENT PLAN OF BALANCE PAYABLE PREMIUM

<u>Instalment</u>	<u>Due date</u>	<u>Total instalment</u>
Instalment No.1	8.6.2010	12883520
Instalment No.2	8.12.2010	7436000
Instalment No.3	8.6.2011	7280000
Instalment No.4	8.12.2011	7124000
Instalment No.5	8.6.2012	10986182
Instalment No.6	8.12.2012	10589091
Instalment No.7	8.6.2013	10192000
Instalment No.8	8.12.2013	9794909
Instalment No.9	8.6.2014	9397818
Instalment No.10	8.12.2014	9000727
Instalment No.11	8.6.2015	8603636
Instalment No.12	8.12.2015	8206545
Instalment No.13	8.6.2016	7809455
Instalment No.14	8.12.2016	7412364
Instalment No.15	8.6.2017	7015273

For KAMRUP HOUSING PROJECTS PVT. LTD.


Managing Director

In addition to the premium of the plot, Lessee has paid one time lease rent i.e. Rs. _____ (Rupees _____) at the rate of 11% of the total premium of the plot.

OR

Lessee has opted to pay annual lease rent (till start for execution of sub-lease deed) and accordingly paid one year lease rent in advance i.e. Rs. 1040039/- (Rupees Ten lac forty eight thousand thirty nine only) at the rate of 1% of the total premium of the plot. In case of default he/they shall have to pay interest @ 15% p.a. compoundable six monthly. Lessee is bound to pay one time lease rent i.e. 11% of the total premium of the plot. Till then, he/they is/are required to pay annual lease rent.

The Lessor doth hereby demise and lease to the lessee, all that plot of land numbered as Plot No. GH-08A situated in Sector- CHI-V, allotted under the Scheme Code BRS-01/08-09 in the Greater Noida District Gautam Budh Nagar contained by measurement of 1 0000.37 Square Meters, be the same, a little more or less, and bounded: -

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

AS PER LEASE PLAN ATTACHED

and which 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 unto the lessee to the term of 90 (Ninety) years commencing from (the date of execution of the lease deed) 12-06-2009 except and always reserving to the Lessor :-

1. A right to lay water mains drains, sewers or electric wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
2. The lessor reserves the rights and title to all mines, minerals, coals, washing gold's, earth oils, quarries in 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)/unit or for the structure 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 of the lessor on the amount of such compensation will be final and binding on the lessee.

II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS WITH THE LESSOR IN THE MANNER AS FOLLOWING :-

1. That the Lessee/Sub-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



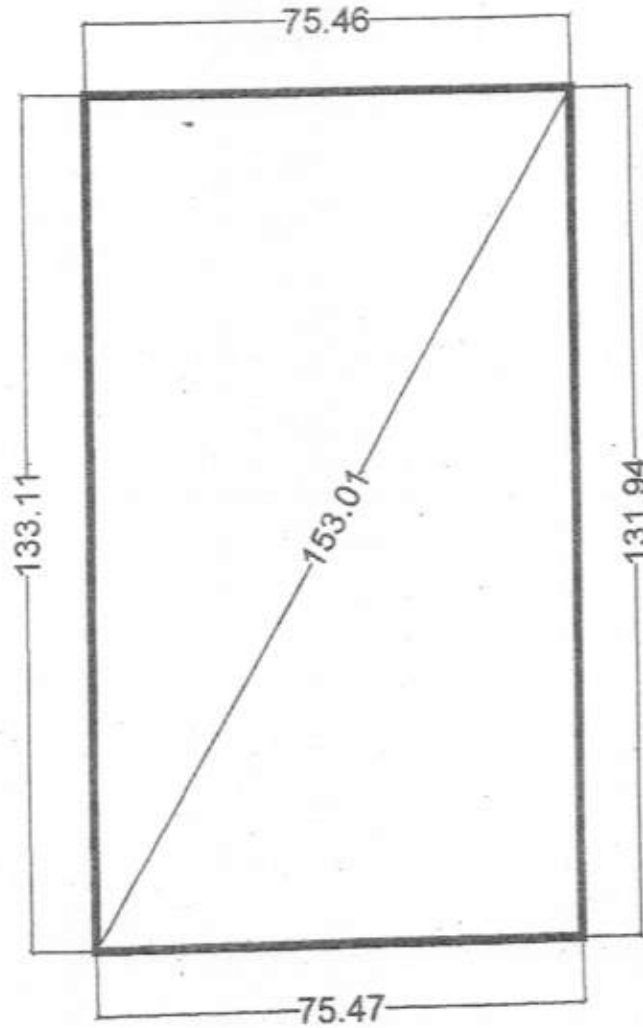
For KAMRUP HOUSING PROJECTS PVT. LTD.


Managing Director

PLOT NO-GH-08B

PLOT NO-GH-07A

PLOT NO-GH-09A



24.00M WIDE ROAD

AREA = 10000.37 SQM

<p>SIGN KAMRUP HOUSING PROJECTS PVT. LTD. POSSESSION TAKEN OVER LEASE Managing Director</p>	<p>SIGN- POSSESSION HANDED OVER LESSOR</p>	
<p>LEASE PLAN FOR PLOT NO-GH-08A OF SECTOR CHI-V</p>	<p><i>S. S. Choudhary</i> 12/05/09 ASST MGR(ENGG)</p>	<p><i>T. S. D.</i> MGR(ENGG)</p>
<p>GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY</p>	<p>SM(ENGG)</p>	<p>DRAFTSMA</p>

to time by the Lessor or any Authority /Govt. in exceptional circumstances, the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 15% per annum compounded half yearly shall be charged for the defaulted amount for delayed period. In case, the lessee fails to pay the above charge, it would be obligatory on the part of its unit buyers to pay the proportional charges for the total allotted areas.

2. The lessee may allocate areas to their unit/plot buyers on sub-lease basis as per internal requirements and also provide space for facilities like roads, paths etc, as per building bye-laws and prevailing and under mentioned terms and conditions to the lessor. Further transfer/sub-lease shall be governed by the transfer policy of the Authority as prevalent at that time.
3. That whenever the sub-lease deed is executed between the lessee and the individual allottee of the lessee, the condition of lease deed executed between the lessor and lessee shall form part of the sub lease and shall be binding on the sub lease/sub-lessee also. The lessee shall be duty bound to get the Performa of the sub lease deed approved from the lessor.
4. That the lessee shall not hand over possession of any units to its allottees without execution of sub-lease deed.
5. The lessee is permitted to transfer built up units or to part with the possession of the whole or any part of the building constructed on the plot subject to fulfillment of the following conditions: -
 - (i) The sub lease deed of the plot/unit has been executed
 - (ii) The lessee has obtained completion certificate from building cell Greater Noida Industrial Development Authority. The lessor may issue block-wise completion certificate for different blocks of the complex as and when the construction of different blocks is completed by the lessee and submit all relevant papers to the lessor for obtaining completion certificate. The completion of construction of any block shall mean construction of 100% of the proposed structure and 100% provision of all services like water supply, mechanism for electric supply, sewerage, flooring, internal plastering etc. it will not include the internal finishing of the units which may be paced according to market condition.
 - (iii) The first transfer of unit to an allottee will be through execution of tripartite sub-lease deed by the lessee without payment of any charges of permission of the lessor.
 - (iv) The tripartite sub lease deeds of the units constructed on the allotted plot may be executed after deposit of full premium (100%) of the plot. However, in exceptional circumstances, CEO/lessor may grant parts of sublease deeds execution permission maximum upto the %age of premium paid by the lessee. It is further clarified that if maximum number of units constructed on the allotted plot are 100 and lessee has deposited 40% premium at the time of granting sub part permission, he/they may be permitted to execute 40 units sub lease deeds. In case of default in payment of instalment(s), no sub lease deed permission would be granted.
 - (v) The lessee/sub-lessee shall have to follow the rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Authority / Government of Uttar Pradesh, as applicable.
 - (vi) Every sale done by Lessee shall have to be registered before handing over the physical possession of the property/unit.



For KAMRUP HOUSING PROJECTS PVT. LTD.




Managing Director

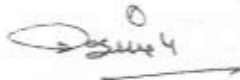
- (vii) The lessee shall submit list of individual allottees and unallotted units within one year from the date of obtaining occupancy certificate to the lessor.

III. BOOKING OF UNITS AND EXECUTION OF LEASE DEED

1. That the plot has been allotted to the Lessee for a period of 90 years with a facility to get the lease deed executed either in their own name or in the name of their individual allottees of developed units/dwelling units.
2. The Lessee shall work as license till all the tripartite lease deed are executed and is authorized to develop/construct building and is allowed to only book the dwelling units/units to their prospective purchasers on the terms and conditions approved by the Authority in this regard at their own cost, price and risk.
3. The Lessee only after obtaining the completion certificate blockwise from the Authority can transfer the units to their allottee by executing Tripartite Lease Deed of a unit in that block, wherein the prospective purchaser (allottee) shall be the lessee, the Authority will be the lessor and Lessee shall sign it as a confirming party. The Authority will be transferring the proportionate undivided interest in the land while the Lessee will be transferring the interest in the built-up space.
4. The Authority will execute the Tripartite Lease Deed in a particular allottee's favour on the request of the Lessee in writing. It will be the prime responsibility of the Lessee to get the Tripartite Lease Deed approved from the Authority and get it executed.
5. If in future circumstances so arise and the Lessee wishes to execute the lease deed in his own name before the execution of any Tripartite Lease Deed, he can do so with the condition that :-
 - (a) The Lessee can get the sub lease deed in their own favour and take over possession of the units.
 - (b) Whenever the Sub-Lease is executed between the Lessee and the individual allottee, the condition of this lease deed executed between Lessor and Lessee shall form part of sub-lease and shall be binding on the sub-lessee also.
 - (c) It is made clear that whether the Lessee gets the lease deed executed in favour of their allottees or in their own name, the promoter/lessee as well as allottees of the Lessee shall have to follow the rules and regulation prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Authority.

IV. TRANSFER OF PLOT

1. Subsequent transfer will be with the prior approval of the lessor in writing and on such terms and conditions including payment of transfer charges as decided by the lessor. The transfer of allotted lease hold plot shall not be allowed under any circumstances. However, dwelling unit(unit) shall be transferable with prior approval of the Authority as per the following conditions :-
 - (a) Transfer of dwelling unit(unit) would only be allowed after obtaining completion certificate by the promoter/lessee.
 - (b) First sale/transfer of a unit/plot to an allottee shall be through a tripartite sub lease deed to be executed on the request of the lessee in writing. The transfer charges and other terms would be as imposed by the Authority.




For KAMRANG HOUSING PROJECTS PVT. LTD.




Managing Director

2. The sub lessee undertakes to put to use the premises for the residential use 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 premise/ unit other than residential will render lessee/ sub lessee liable for cancellation and the allottee sub lease will be paid no compensation thereof.
3. A preliminary layout plan shall be submitted by the lessee showing the area/location of each allottee and details of roads parks and other facilities to be provided within the plot. In case the proposed layout plan requires some modifications as per the building bye-laws at the time of allotment the same may be modified by the lessor and would be binding upon the lessee.
4. The lessee will be responsible for carrying out internal development work comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, street electrification and lighting, water supply, sewage and road side agriculture, development of park, adequate provision of parking space and any other items as may be desired by the lessor according to norms and specification prescribed from time to time.
5. The lessee shall prepare specifications of all the internal development works and submit the same for the approval of the lessor. This internal development work will be completed by the lessee within the time allowed by the lessor for which a Part Chart/Work Schedule specified in Clause 23 below will be prepared by the lessee for completion of works and the same shall be submitted to the lessor to enable the lessor to check the progress of work for its satisfaction. In case the quality and progress of internal development works are found to be not upto the mark by the lessor at the time of inspection as pointed by the lessor the same shall be rectified by the lessee within the specific period.
6. That in case the lessee fail to construct building (all blocks) within the time/extended time provided for above, the Lease Deed shall be liable to be cancelled and the lessee's interest in the property will be determined as per the policy of the lessor.
7. The lessee shall bear the proportionate/ full installation expenses of the requisite size of transformers etc. for power connection to the demise premises from Noida Power Company Ltd./concerned Electricity Department.
8. The lessee/sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer, Greater Noida or any officer authorized by him have the power to get the maintenance done through the lessor and recover the amount so spent from the lessee/sub-lessee. The lessee/sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules / regulations of U.P. Unit Ownership Act, 1975 shall be applicable on the lessee/sub-lessee.
9. The dwelling units on plot shall be used for residential purpose only. No other activity shall be permitted in the dwelling unit. Other building constructed for community facilities shall used for community requirements only. The lessee shall not be entitled to divide the plot or amalgamate it with any other plot/unit without the prior written permission of C.E.O. or any officer authorized by C.E.O.
10. That the lessee will obey and submit to all directions issued or regulations made by the lessor now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.
11. That the lessee at his own cost construct on the demise premises group housing pockets, convenient Shopping and community facilities in accordance with the

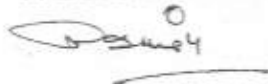


For KAMRUP HOUSING PROJECTS PVT. LTD.


Managing Director

prescribed norms, bye-laws and building regulation, direction and approval of the lessor.

12. The lessee/sub lessee shall be responsible for providing and maintaining the infrastructure within the leased area. However, as per. the standard practice the necessary infrastructure outside the periphery of the demised premises may be provided by the lessor and then its maintenance shall also rest with the lessor or with any other authorized body.
13. That the lessee will keep the demise premises and the building at all times in a state a good and substantial repairs and in a sanitary' condition to the satisfaction of the lessor.
14. The Lessee will not make or permit to be made any other erections for the time being on the demised premises, erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and except in accordance with the terms of such permission in writing of the plan if any approved by the Lessor or any officer authorized by the Lessor in that behalf and in case of any deviation from such terms of plan will, immediately upon receipt of notice from the Lessor or such requiring him so to do, correct deviation as aforesaid and if the Lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice, then it shall be lawful for the Lessor to cause such deviation 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 the Lessor (whose decision shall be final) fix in that behalf.
15. That the Lessee shall use the demised premises only for construction of group housing pockets according to the plan approved by the lessor and in accordance with building directions or regulations formulated under the provisions of UP Industrial Area Development Act 1976.
16. That the Lessee / Sub-Lessee may mortgage the demised premises in favour of the State or Central Govt. or Financial Institutions / Commercial Banks etc., for raising loans. Provided that in the event of sale or fore closure 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 increase in the value of the flat as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgage or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and 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 or insolvency / Court. Lessee shall have to submit No Dues Certificate of the mortgage agency within one year of issuance of completion certificate. After submission of No Dues Certificate by the Lessee to the Lessor from the mortgage, only then mortgage permission in favour of sub-lessees may be granted by the Lessor on such terms and conditions as decided by the Lessor from time to time.
17. That the Lessee / Unit Buyers will permit the officers and subordinates of the Lessor and other employee of the Lessor from time to time and at all reasonable times of the day during the said term after three days previous notice to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provisions of this sub/cause to his/her their tenants.
18. That Lessee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.



FILKAMPUR PROJECTS PVT. LTD.

Marketing Officer

19. That the Lessee shall not exercise its option of determining the lease for hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
20. The transfer of the individual area allotted for the Directors/Executives/Workers within the allotted plot may be allowed as per the prevailing terms and conditions of the Lessor.
21. The Lessee/sub-Lessee/tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee/Sub-Lessee/tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be constructed over the demised wall of the building except which shall be constructed over a demised premises at a place specified for the purpose by the lessor in the architectural controls.
- 22 **NORMS OF DEVELOPMENT**

The lessee can do plotted development and/or unitted development subject to the density norms to be achieved within the following norms.

1. For Plotted Development:

Maximum permissible Ground Coverage	35% for Plotted Development
Maximum permissible FAR	275 (*)
Set Backs	As per Building Regulations
Maximum Height	No limit

(*) Under revision. The decision of the State Government shall be final in the matter.

2. For Plotted Development: The permissible area under plotted development, public utilities and amenities, convenient stopping, etc., shall not exceed 65% of the total plot area. Remaining 35% shall be utilized for roads and open spaces. The development shall be as per prescribed bye-laws of the Authority.

Provision for facilities and provision of informal sector shall have to be provided by the lessee as per Building Bye-laws of the Authority.

3. The green belt shall have to be maintained as shown in the Zonal Plan as per guidelines of the Lessor. The other details shall be in accordance with the Greater Noida Industrial Development Area Building Regulations 2005 and Planning & Development Directions.

23. **CONSTRUCTION**

The lessee (in case of unitted development) is required to submit building plan for approval within 3 months from the date of possession and shall



For KAMRUP HOUSING PROJECTS PVT. LTD.

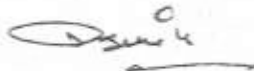

Managing Director

start construction within 6 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The lessee shall be required to complete the construction of group housing pocket on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the Authority as per schedule given below (subject to the approval of the State Govt.) :-

Sl. No.	Size of the plot (in sq. mtrs.)	Minimum constructed area (%age of total permissible FAR)	Time limit for obtaining Completion Certificate for 1 st phase of the project to be developed in phases
1.	Upto 4000	50%	Three years from the due date of execution of Lease Deed / Possession.
2.	4001 - 10000	40%	Three years from the due date of execution of Lease Deed / Possession.
3.	10001 - 20000	35%	Three years from the due date of execution of Lease Deed / Possession.
4.	20001 - 40000	30%	Three years from the due date of execution of Lease Deed / Possession.
5.	40001 - 80000	30%	Three years from the due date of execution of Lease Deed / Possession.
6.	80001 - 200000	25%	Three years from the due date of execution of Lease Deed / Possession.
7.	200001 - 400000	20%	Three years from the due date of execution of Lease Deed / Possession.
8.	Above 400000	15%	Three years from the due date of execution of Lease Deed / Possession.

In case of plotted development the final purchaser / sub-lessee shall have to obtain completion certificate from the Authority within the period mentioned above.

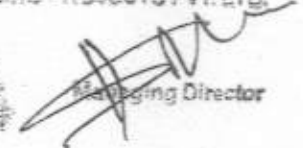
- 1). The Lessee shall have to submit a scheme of development as mentioned above in which the following documents will be required to be submitted:-
 - i. Site plan of area on Scale 1:1000
 - ii. Layout on 1:1000 scale showing the position of internal services like road, sewer, water, drainage, electrification, street lights parks etc.
 - iii. Architectural drawing of buildings at 1:100 scale.
 - iv. Project showing all specifications design & working drawings of all services in detail.



For KAMRUP HOUSING PROJECTS PVT. LTD.
Managing Director

For KAMRUP HOUSING PROJECTS PVT. LTD.




Managing Director

- v. Landscape plan.
 - vi. Soft copy of the plan.
 - vii. All other documents requirements as per the GNIDA Building Regulations 2005.
- 2). The application submitted by the Lessee for approval of building plans for development on Group Housing shall be in according to provisions of the Greater Noida Industrial Development Area Building Regulations 2005 and Directions as amended from time to time or information as may be desired by Authority and relevant provisions of Master Plan 2021.
 - 3). The plan & scheme submitted by lessee will be scrutinized & approved by the Authority.
 - 4). Lessee will be responsible to carry out internal development works comprising of site clearance and leveling, construction of roads and footpaths, drains, culverts, electrification and street lighting, water supply, sewerage and road side arboriculture, development of parks adequate provision of parking space and any other item as may be desired by the lessor according to norms and specifications prescribed by the Greater Noida Authority from time to time.
 - 5). 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.
 - 6). The Lessee shall also bear the full installation expenses of the requisite size of transformers, etc. for power connection to the demised premises.
 - 7). That in case the Lessee does not construct building within the time provided for above, the allotment/deed of lease as the case may be, shall be liable to be cancelled and his interest in the property will be determined. However, in exceptional circumstances, maximum three years extension may be granted by the CEO on payment of extension charges @ 4% for first year, 6% for second year and 8% for third year of the total premium of the plot.

V. AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING :

The lessee and sub-lessees shall be bound to adhere to all terms and conditions of the lease deed and brochure. In the event of breach of any terms and conditions laid down in this Deed or 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 mis-statements, 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 waiver/restoration being allowed by the Lessor on account of any exceptional circumstances, restoration charges will be recovered in lump sum as applicable at that time. 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 constructed by the Lessee thereon the lessor may re-allot the demised

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For KAMRUP HOUSING PROJECTS PVT. LTD.

 Managing Director

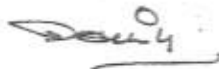
premises and refund the payments already made the Lessee after deduction of 25% of the amount deposited.

- (b) If at 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 from the demised premises all erection or building fixture and things which at any time and during the said terms shall have been affixed or set up within or upon the said premises and leave the said premises in as good condition at 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 paying any compensation to the lessee. Upon the Lessee removing the erections building fixtures and things within a period herein before specified, the demised premises shall be re-allotted and the lessor shall be refunded such amounts as may work but in accordance with the principle given in clause (a) above. Provided that the Lessor may at its option agree to purchase the said erection building and fixtures upon payment to the Lessee price thereof and for his interest in 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 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 rights under any other law for the time being in force.
- (d) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. act No. 6 of 1976) and/or any rule 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 reenacted and modified by the Uttar Pradesh President's Act (Re enactment with modification Act 1974 Act No. 30 of 1974).
- (e) The provisions of U.P. Industrial Area Development Act 1976 and any rules/regulations framed under the Act or any direction issued shall be binding on the Lessee.
- (f) All powers exercised by the lessor under the lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this lease. Provided that the expression Chief Executive Officer shall include Chief Executive Officer 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.
- (g) The cost of stamp duty, registration charges and all other incidental expenses of the lease deed shall be borne by the lessee.
- (h) Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal rights of the lessor.
- (h) Any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of judicature at Allahabad.
- (i) The Chief Executive Officer of the lessor reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable.
- (k) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer of the lessor shall be final and binding on both the parties.



For KAMRUP HOUSING PROJECTS PVT. LTD.


Managing Director

(I) The terms and conditions of the Brochure of the Scheme BRS-01/08-09 shall form part of this lease deed.

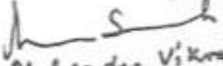
Provision of Social and Physical Infrastructure on Plot No.-GH-08A, Sector-CHI-V, Allotted to M/S KAMRUP HOUSING PROJECTS PVT. LTD. would be as follows:-


S.No.	Use Premises	
1	Convenient Shopping & Community Facilities	As per Bylaws

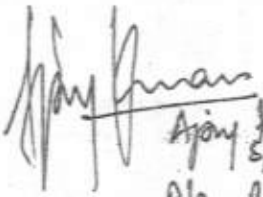
This lease deed is being executed subject to the final decision of the Writ Petition No.6301 of 2009 Air Force Naval Housing Board Vs. State of U.P. and others.

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

In presence of :

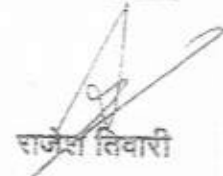
Witness : 
 Mahendra Vikram Singh.
 Address : S/o S. L. Singh
 1A, Mansarovar Pipla, Sec-61, NOIDA


 For & behalf of LESSOR

Witness : 
 Ajay Kumar.
 Address : S/o. Mr. Mala Prasad.
 R/o. B-11, Sec-44.
 NOIDA .

For KAMRUP HOUSING PROJECTS PVT. LTD.
 For & behalf of LESSEE
 Managing Director

आज दिनांक 22/06/2009 को
वही सं 1 जिल्द सं 4715
पृष्ठ सं 135 से 626 पर क्रमांक 7317
रजिस्ट्रीकृत किया गया ।


राजेश तिवारी

उप निबन्धक गौ0बुद्धनगर

सदर

22/6/2009