

भारतीय



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रु.20

RS.20

TWENTY
RUPEES

INDIA

INDIA NON JUDICIAL

UTTAR PRADESH

SPL sale deed

15AA 183584

Stamp Duty Paid in Cash Certificate in favour of

C-60, Greet vihar, vikas marg Delhi

in Pursuance of the order of the Collector

Not memo Dated 06/08/11 Passed under

section 10-A of the Stamp Act. It is certified that

an amount of Rs. 65232000=

(In words Rs. Six crore fifty two lac Thirty two -

has been Paid in Cash as stamp Duty in Respect

of this instrument in the State Bank of India

Treasury/Sac Treasury of NOIDA

by Chalan No. H-40000000 06/08/11

a Copy of Which is annexed herewith.

08.8.2011

Date

Official in Charge

Treasury

Gautam Budh Nagar

08/08/11

karnam
new flt
property

ATTACHED WITH THE LEASE DEED OF GROUP
HOUSING PLOT NO.GH-01/A SECTOR-143B, NOIDA,
DISTT. GAUTAM BUDH NAGAR (U.P.)

LESSOR

For Sikka Infrastructure Pvt. Ltd.
LESSEE

Gurpreet Singh

Director

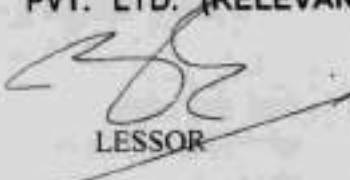
LEASE DEED

This Lease Deed made on 10th day of AUGUST, 2011 (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 SIKKA INFRASTRUCTURE PRIVATE LIMITED**, a **Special Purpose Company**, within the meaning of Companies Act, 1956, having its registered office at **SIKKA HOUSE, C-60, PREET VIHAR, VIKAS MARG, DELHI-110092** through its Authorized Signatory **SHRI GURINDER SINGH SIKKA S/O LATE SHRI MATWAL SINGH, R/O C-23, PREET VIHAR, DELHI-110092**, duly authorized by the Board of Directors vide Resolution dated **10.08.2011** 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.

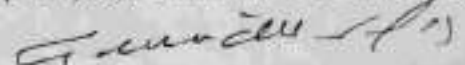
AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the **Plot No GH-01/A Sector-143B NOIDA (Sub Divided Plot of Plot No. GH-01 Sector-143B)** on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs 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 QUALITY READYMIX CONCRETE PVT. LTD.(LEAD MEMBER), M/S SIKKA PROMOTERS PVT. LTD. (RELEVANT MEMBER), M/S RANI PROMOTER PVT. LTD (RELEVANT MEMBER), M/S ABHIMANYU HOUSING PVT. LTD. (RELEVANT MEMBER), M/S AA REALCON PVT. LTD. (RELEVANT MEMBER), M/S SUNGLOW BUILDERS PVT. LTD.**


LESSOR

1

LESSEE
For Sikka Infrastructure Pvt. Ltd.


Director

Director

(RELEVANT MEMBER) & M/S AGARWAL ASSOCIATES (PROMOTERS) LTD. (RELEVANT MEMBER) the plot NO. GH-01, SECTOR-143B, NOIDA, after fulfilling the terms and conditions prescribed in the brochure of **Group Housing Scheme Code GH-2010 (IV)** and its corrigendums, vide Reservation letter No. NOIDA / GHP /GH-2010-(IV) /2010/9981 dated 14.09.2010 and Allotment letter No. NOIDA /GHP/2010-(IV)/ GH-2010/1022 dated 20.09.2010 & 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 sub division of Group Housing Plot No. GH-01, Sector-143B as GH-01/A, Sector-143B (admeasuring to 50308.92 sq mtr), GH-01/B, Sector-143B (admeasuring to 12820.14 sq mtr) & GH-01/C, Sector-143B (admeasuring to 10,306.12 sq mtr) and the name and status of **M/s SIKKA INFRASTRUCTURE PRIVATE LIMITED.** as Special Purpose Company, on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, to develop and marketing the project on demarcated plot No.GH-01/A, Sector-143B, NOIDA measuring 53911.33 sq. mtrs vide letter No NOIDA/GHP/GH-2010-(IV)/2011/3904 dated 28 June, 2011 & Corrigendum Letter No. NOIDA/GHP/GH-2010-(IV)/2011/4411 dated 10th August, 2011. for 50308.92 sq. mtrs

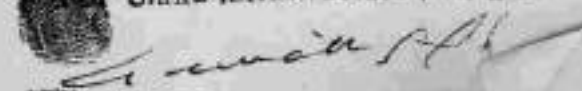
AND WHEREAS the lessee is a **Special Purpose Company** comprising of-

LIST OF DIRECTORS

SL. NO.	NAME	RESIDENCE ADDRESS
1	SHRI GURINDER SINGH SIKKA S/O LATE SHRI MATWAL SINGH SIKKA,	C-23, PREET VIHAR, DELHI-110092.
2	SHRI HARVINDER SINGH SIKKA S/O SHRI GURINDER SINGH SIKKA	C-23, PREET VIHAR, DELHI-110092.
3	SHRI GURNEET SINGH SIKKA S/O SHRI GURINDER SINGH SIKKA	C-23, PREET VIHAR, DELHI-110092.
4	SHRI RAHUL BHASIN S/O SHRI KAPIL BHASIN	C-211, DEFENCE COLONY DELHI-110024
5	SHRI ARVIND KR. SINGH S/O SHRI JAIVEER SINGH	A-A63, SECTOR-61, NOIDA (U.P.)


LESSOR



LESSEE
Sikka Infrastructure Pvt. Ltd.

Dir.

LIST OF MEMBERS/ SHAREHOLDERS

SL. NO.	NAME OF MEMBERS/ SHAREHOLDER	% OF SHAREHOLDING
1	M/S QUALITY READY MIX CONCRETE PRIVATE LIMITED,	43.15%
2	M/S SIKKA PROMOTERS PVT. LTD.	24.74%
3	M/S ABHIMANYU HOUSING PVT. LTD.	24.73%
4	M/S SUNGLOW BUILDER PRIVATE LIMITED	7.38%
	TOTAL	100%

And it has been represented to the lessor that the **Special Purpose Company** members have agreed amongst themselves that **M/S QUALITY READY MIX CONCRETE PRIVATE LIMITED**, having its registered office at **C-60, SIKKA HOUSE, MAIN VIKAS MARG, PREET VIHAR-DELHI-110092** shall remain always be the **Lead Member** of the Special Purpose Company and whose shareholding in the **Special Purpose Company** shall remain unchanged 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" shall continue to hold at least 51.00% of the 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 **₹. 118,60,32,789.00 (Rupees ONE HUNDRED EIGHTEEN CRORE SIXTY LAC THIRTY TWO THOUSAND SEVEN HUNDRED EIGHTY NINE ONLY)** out of which 10% of i.e. **₹. 11,86,03,279.00 (Rupees ELEVEN CRORE EIGHTY SIX LAC THREE THOUSAND TWO HUNDRED SEVENTY NINE 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. **₹. 106,74,29,510.00 (Rupees ONE HUNDRED SIX CRORE SEVENTY FOUR LAC TWENTY NINE THOUSAND FIVE HUNDRED TEN ONLY)** of the plot along with interest will be paid in 16 half yearly instalments in the following manner:


LESSOR

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SL NO	DUE DATE	INSTALMENT (in ₹.)	INTEREST (in ₹.)	TOTAL (in ₹.)
1	27.01.2012	--	58708624	58708624
2	27.07.2012	--	58708624	58708624
3	27.01.2013	--	58708624	58708624
4	27.07.2013	--	58708624	58708624
5	27.01.2014	66714345	58708624	125422969
6	27.07.2014	66714345	55039335	121753680
7	27.01.2015	66714345	51370046	118084391
8	27.07.2015	66714345	47700757	114415102
9	27.01.2016	66714345	44031468	110745813
10	27.07.2016	66714345	40362179	107076524
11	27.01.2017	66714345	36692890	103407235
12	27.07.2017	66714345	33023601	99737946
13	27.01.2018	66714345	29354312	96068657
14	27.07.2018	66714345	25685023	92399368
15	27.01.2019	66714345	22015734	88730079
16	27.07.2019	66714345	18346445	85060790
17	27.01.2020	66714345	14677156	81391501
18	27.07.2020	66714345	11007867	77722212
19	27.01.2021	66714345	7338578	74052923
20	27.07.2021	66714345	3669289	70383634

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.

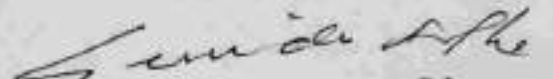
All payments should be remitted by due date. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.



LESSOR

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LESSEE
For Silka Infrastructure Pvt. Ltd.


Director

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.


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-1/A, Sector-143B, in the NOIDA, Distt. Gautam Budh Nagar (U.P.) contained by measurement 50308.92 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


LESSOR

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LESSEE
For Sikka Infrastructure Pvt. Ltd.


Director


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 **10th AUGUST, 2011** except and always reserving to the Lessor.

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

- LESSOR

LESSEE

- (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.
 - (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 LESSOR decides to withdraw this facility. On payment of "One Time Lease Rent", no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the lessee has paid the earlier lease rent due and lease rent already paid will not be 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.



LESSOR

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LESSEE

For and on behalf of the Lessee



EXECUTION OF SUB LEASE DEED

1. After the approval of the lay-out plan by the Lessor, the lessee shall have the option to sub-lease portions of land earmarked for group housing, subject to minimum plot size of 10,000 Sqm. and adherence to the planning norms of the Lessor, after prior approval from the Lessor.
2. The Lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street-lighting, etc. in that area is in progress.
3. The Lessee shall have to execute the sub-lease deed in favour of the Sub Lessee in the form and format as prescribed by the Lessor.
4. On execution of such sub-lease deed(s), the sub-lessee(s) will be bound to comply with the provisions of payment of proportionate share of the lease premium, lease rent and all other charges payable to the Lessor in the proportionate share of the land area so sub-leased.
Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed /sub-lease deed/ scheme shall not be automatically considered as default of the Lessee. The Lessor shall be entitled to take any action against the sub-lessee as well, including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of Brochure of the Scheme.
5. The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats in favour of the individual allottee(s):
 - i. Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate/ occupancy (completion) certificate of the constructed flats on the allotted plot from the Building Cell of the this as mentioned in clause-CONSTRUCTION of this document.
 - ii. Lessee/ sub-lessee(s) shall submit "No Dues Certificate" in accordance with the payment schedule specified in the Lease Deed/sub-lease deed from the Accounts Department (Residential) of the LESSOR.


LESSOR

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LESSEE
For Sikka Infrastructure Pvt. Ltd


Director

- iii. Rs. 1000/- shall be paid as processing fee in each case of SUB LEASE in addition to other documents prescribed by the LESSOR.

NORMS OF DEVELOPMENT

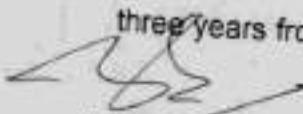
- a. The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

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

- b. The Set Backs (front and other three sides) shall be allowed as per Building Bye Laws and Regulation Prevailing at present.
- c. The ground coverage, FAR, Set Back, Height, Green Area & Parking shall be allowed as per terms and conditions of brochure/ allotment /lease deed and the Building Regulations and Bye-laws of the LESSOR.

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 LESSOR 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 LESSOR within a period of three years from the date of execution of lease deed/Sub-lease deed.


LESSOR

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LESSEE

For Sikka Infrastructure Pvt. Ltd.



Director

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 LESSOR. The process of allowing 1% of the total permissible FAR for convenient shopping on a Group Housing Plot (instead of the present 0.75% of the total plot area) is in progress. This increase shall be allowed on the plots to be allotted under this scheme but the maps for the same shall be approved by the LESSOR only after the approval of the State Government to this amendment.
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. 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).
4. Without prejudice to the LESSOR'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.

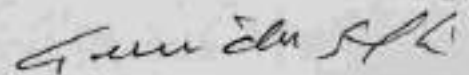
5. In case the Lessee/Sub-lessee(s) does not construct building within the time provided including the extension granted, if any, for the above, the lease deed/sub-lease deed, as the case may be, shall be liable to be cancelled.


LESSOR

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LESSEE

For Sikka Infrastructure Pvt. Ltd.


Chairman

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 LESSOR 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.


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

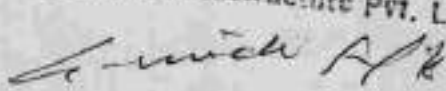
- a. Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
- b. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorised construction and commercial activities on the Residential Area (Group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

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

Provided that in the event of sale or foreclosure of the mortgaged/charged property, the LESSOR shall be entitled to claim and recover such percentage,


LESSOR


LESSEE
For Sikka Infrastructure Pvt. Ltd.


Director

as decided by the LESSOR, 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 LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

The LESSOR'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 LESSOR 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 LESSOR on payment of transfer charges @ 2% of the allotment rate. However, the area of each of such sub-divided plot should not be less than 10,000 sq. mtrs. However, individual flat will be transferable with prior approval of the LESSOR as per the following conditions:-

- (i) The dues of the LESSOR 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-


LESSOR

LESSEE

for Saka Infrastructure Pvt. Ltd.


Director

lessee to the LESSOR 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 LESSOR.

- (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 LESSOR.

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

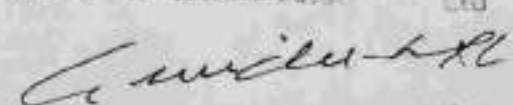
If the Lessee/Sub-lessee fails to correct such deviations within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee/Sub-lessee who hereby agrees to reimburse by paying to the Lessor such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


LESSOR



LESSEE



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 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 LESSOR framed/issued under section


LESSOR

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LESSEE

For Sikka Infrastructure Pvt. Ltd.


Director

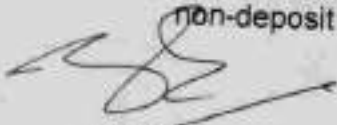
8, 9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.

4. In case of non-compliance of terms and directions of the LESSOR, the LESSOR 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 LESSOR 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, 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 LESSOR in this regard shall be final.

CANCELLATION OF LEASE DEED

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

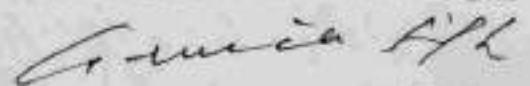
1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.
2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.
3. Default on the part of the Lessee/Sub-lessee for breach/violation of the terms and conditions of the registration/allotment/lease/sub-lease and/or non-deposit of the allotment amount.


LESSOR

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LESSEE

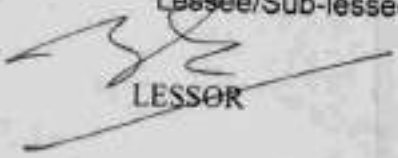
For Sikka Infrastructure Pvt. Ltd.


Director

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 LESSOR 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 LESSOR and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

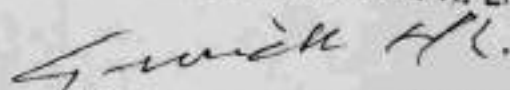
1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub-lease deed from time to time, as may be considered just and expedient and approved by the LESSOR.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding on all concerned.
3. If due to any "Force Majeure" or such circumstances beyond the control of the LESSOR, the LESSOR 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 LESSOR to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period, failing


LESSOR

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LESSEE

For Sikka Infrastructure Pvt. Ltd.


Director

SITE PLAN FOR GROUP HOUSING PLOT SECTOR-143 B, NOIDA

1. PLOT No. GH - 01/A
 LESS UN ACQUIRED LAND KHASRA No. 568
 LESS ROAD AREA
 NET AREA

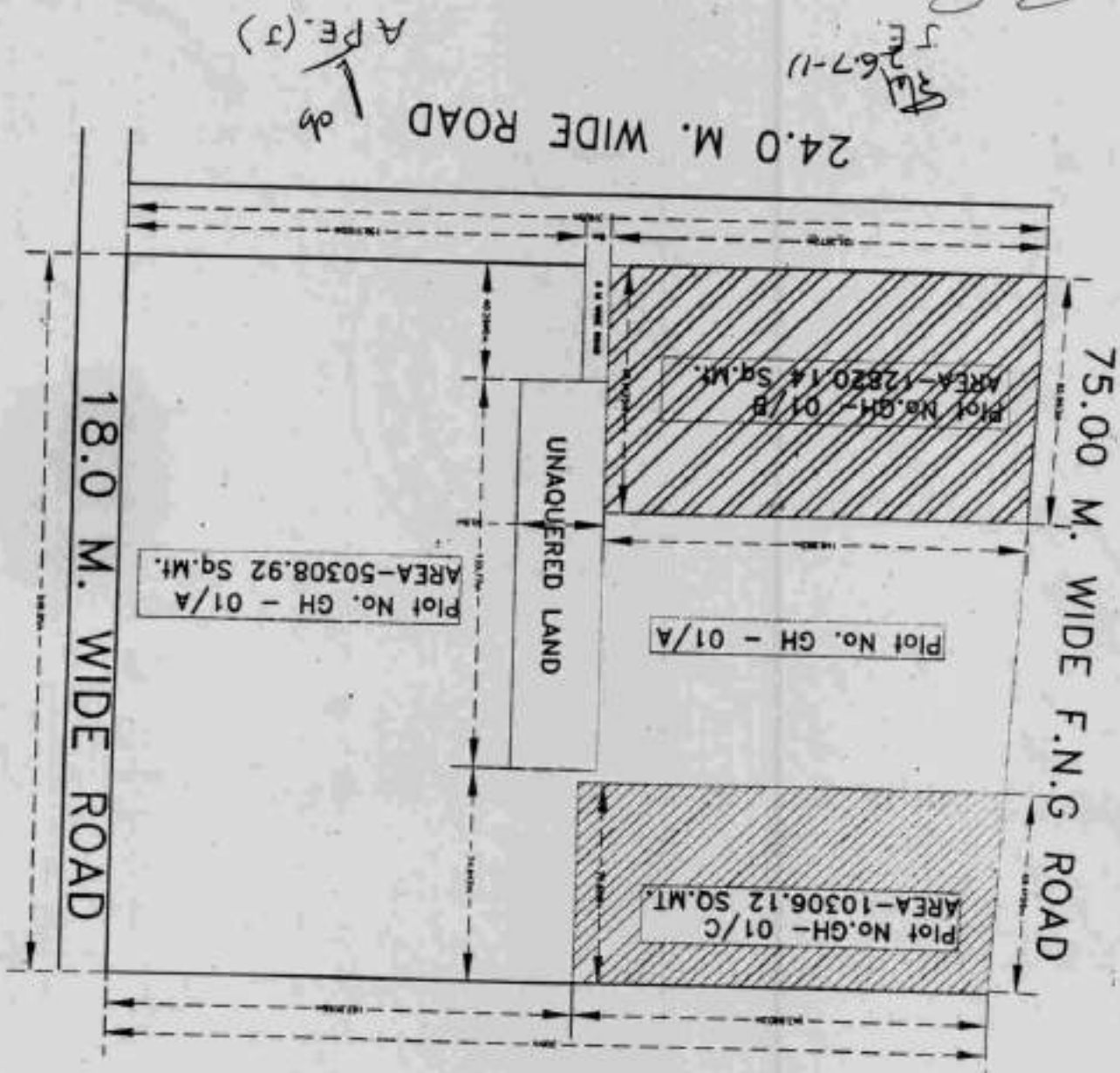
= 54751.62 Sqm
 = - 4080.00 Sqm
 = 362.70 Sqm
 = 50308.92 Sqm

2. PLOT No. GH - 01/B
 3. PLOT No. GH - 01/C

= 12820.14 Sqm
 = 10306.12 Sqm

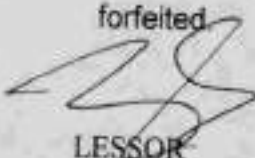
TOTAL AREA

= 73435.18 Sqm



which the LESSOR 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.

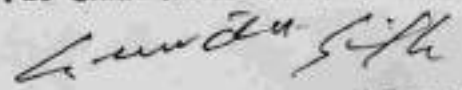
5. Any dispute between the LESSOR and Lessee/ Sub-Lessee(s) shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. The Lease Deed/Sub-Lease Deed will be governed 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.
7. The LESSOR will monitor the implementation of the project. Tenderers 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 LESSOR 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.


LESSOR

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LESSEE

for Sakka Infrastructure Pvt. Ltd.



Director

13. The LESSOR in larger public interest may take back the possession of the land/building by making payment at a reasonable rate as decided by the LESSOR, whose decision in this regard shall be final and binding on the lessee/sub-lessee(s).

14. In case the LESSOR 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 lessee 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


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

In presence of:

Witnesses:




1. PRADEEP KUMAR SAXENA
S/o Lt Sh. SURAT KISHORE SAXENA
J3/72 LAXMI NAGAR DELHI-92



Signed and delivered
for and on behalf of LESSOR

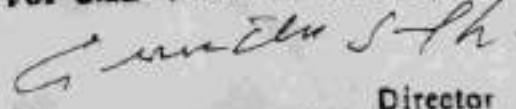
2.



Harvinder Singh Sikla
S/o Sh. Gurninder Singh
C-60, Preet Vihar, Delhi-92


For and on behalf of the LESSEE

For Sikka Infrastructure Pvt. Ltd.



Director

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



LESSOR

LESSEE
For Sikka Infrastructure Pvt. Ltd.

