

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


LESSOR

14

LESSEE



DELHI INFRACON PRIVATE LIMITED

17/11/2018

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, 1975 shall be applicable on the lessee/sub-lessee(s). No objection to the


LESSOR

15

LESSEE

For NEXGEN INFRACON PRIVATE LIMITED



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.


LESSOR

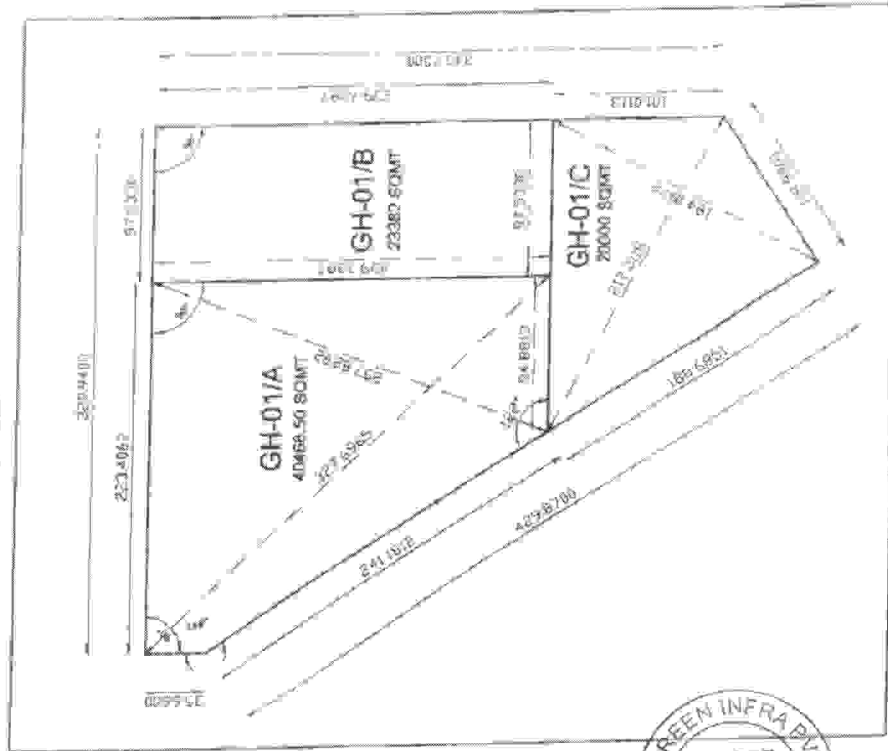
16


LESSEE



INFRACON PRIVATE LIMITED

SITE PLAN FOR GROUP HOUSING PLOT
 PLOT NO - GH01
 SECTOR - 78,NOIDA
 AREA - 83,850.50 SQ.MT
 SCALE - NOT TO SCALE



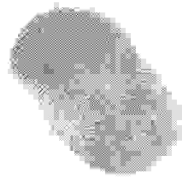
INDEX

- PLOT NO GH-01/A - Plot of M/s Nexgen Infracon Private Limited (40682.50 SQ.MT)
 (SPC for and on behalf of M/s. Ananya Computer & Buildcap Private Limited, M/s. Crosslay Remedies Limited and M/s. New Wave Builders Private Limited. Relevant Members of Consortium).
- PLOT NO GH-01/B - Plot of M/s. Orion Infrabuild Private Limited (23382 SQ.MT)
 Limited (SPC for and on behalf of M/s. Agarwal Associates (Promoters) Limited, Lead Member of Consortium).
- PLOT NO GH-01/C - Plot of M/s. G. S. Promoters Private Limited (20000 SQ.MT)
 Limited (SPC for and on behalf of M/s. Sikka Promoters Private Limited and M/s. Integrated Builders Private Limited, Relevant Members of Consortium).



For NEXGEN INFRACON PRIVATE LIMITED

(Signature)
 Authorized Signatory/Director



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.


LESSOR

17

LESSEE



NEXGEN INFRACON PRIVATE LIMITED
17, Connaught Place



7. The NOIDA 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 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 thereon.
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.

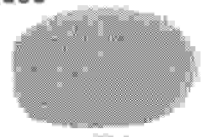

LESSOR

18



LESSEE

For GREEN INFRACON PRIVATE LIMITED
L. S. / n. / w. /




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

In presence of:

Witnesses.

- Witnesses*
1. *Aditya Anand*
10, New Khandri Road
Ward No. 11, Sector 2,
Gurgaon, Haryana
 2. *Aditya Anand*
10, New Khandri Road
Ward No. 11, Sector 2,
Gurgaon, Haryana


Signed and delivered
for and on behalf of LESSOR

For and on behalf of the LESSEE
For NEXGEN INFRACON PRIVATE LIMITED



Prabir
Authorized Signatory/Director

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

For NEXGEN INFRACON PVT. LTD.

Prabir
Director


LESSOR


LESSEE

For NEXGEN INFRACON PRIVATE LIMITED

Prabir
Authorized Signatory/Director

आज दिनांक 04/06/2010 को

वही सं. 1 जिल्द सं. 2789

पृष्ठ सं. 153 से 194 पर क्रमांक 3915

रजिस्ट्रीकृत किया गया।

For NEXGEN INFRACON PVT. LTD.

Signature

Director

Signature
आर० के० गौतम

4/6/2010



