

occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/Authority on the amount of such compensation shall be final and binding on the applicant.

## MAINTENANCE

1. The lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. That the lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
  - b. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
  - c. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
3. That the lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Authority framed/issued under section 8,9 and 10 or under any other provisions of

For Assotech Contracts (India) Ltd.



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बहुमक विधि बहिष्कार  
कोष





For Assistant Controller of Accounts

Uttar Pradesh Government

U.P. Industrial Area Development Act 1976 and rules made therein.

4. In case of non-compliance of terms and directions of Authority, the Authority shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
5. The lessee/sub lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer, Noida will have to power to get the maintenance done through the Authority 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/regulation of the ownership act 1975 shall be applicable on the lessee/sub-lessee. No objection on the amount spent for maintenance of the building by the lessor shall be entertained, decision of the Chief Executive Officer, Noida in this regard shall be final.

#### CANCELLATION OF LEASE DEED

For Assotech Contracts (India) Ltd.

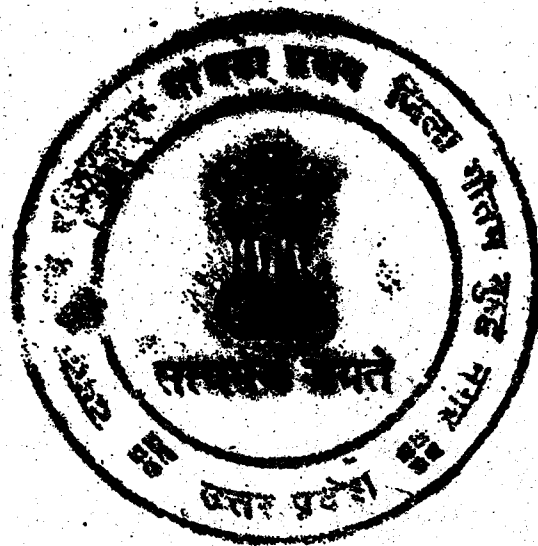


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18-11-1954

For Asst. Secy. to Govt.

Uttar Pradesh



1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by any authority or by any other statutory body.
3. Default on the part of the applicant/allottee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, 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 Authority with structure thereon, if any, and the lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority. No separate notice shall be given in this regard.

In all cases of cancellation a proper notice to the lessee will be sent by the lessor.

**For Assotech Contracts (India) Ltd.**

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For Asst. Secy. to Govt.

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## OTHER CLAUSES

1. The Lessor reserves the right to make such decisions/additions/alternations or modifications in the terms and conditions of allotment/lease from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Authority shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or facilitate the lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a. if the delay in refund is more than one year from such date.
4. If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the lessee's cost and charge damages from the lessee during period of submission of nuisance.
5. The Lease agreement/allotment will be governed by the provisions of the U.P. Industrial are Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/or regulations made or directions issue, under this Act.

For Assotech Contracts (India) Ltd.



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6. The Lessor will monitor the implementation of the project. IN case of non commitment to implement the project within the time limits prescribed, lessor have right to cancel the allotment of plot.
7. The allottees of the lessee shall be liable to pay all taxes/charges leviable from time to time NOIDA or any other authority duly empowered by them to levy the tax/charges.
8. Dwelling units flats/houses shall be used for residential purpose 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 premises for purpose other than residential use would render the allotment/lease liable for cancellation and the Allottee/Lessee will not be paid any compensation thereof.
9. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
10. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be canceled and entire money deposited shall be forfeited.
11. The Lessee shall be bound to adhere to all the terms and conditions of the lease deed. In case of breach of all/any terms and conditions of 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 misstatements, cancellation/determination of the lease may be

For Assotech Contracts (India) Ltd.



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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 the waiver/restoration being allowed by the lessor on account by any exceptional circumstances restoration charges will be recovered in lumpsum as applicable at the time of restoration. In the event of determination of the lease deed the following consequences shall follow:-

- a) If the time of re-entry the demised premises are not occupied by way of any building construction by the lessee thereon the lessor may re-allot the demised premises and refund the payment already made by the lessee after deduction of 25% of the amount deposited.
- b) If at the 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 the same from the demised premises all erection or building fixture charges and things which at any time and during the said terms shall have affixed or set up within or upon the said premises and leave the said premises in as good condition as 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 the erections buildings fixtures and thing with a period herein before specified, the demised premises shall be re-allotted and the lessor shall refund such amounts as may

For Assotech Contracts (India) Ltd.



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Asstt. Mgr.

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work out in accordance with the principle given in clause (a) above purchase the said erection building and fixtures upon payment to 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 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 right under any other law for the time being enforce.
- d) All notices, order and other documents required under terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act of 1976) and or any rules or regulations made or directions issue there under shall be deemed to be duly served as provided under the section 43 of the Uttar Pradesh Urban Planning and Development Act 1973, as re-enacted and modification by the Uttar Pradesh President's

Act (Re-enactment with modification Act U.P. Act 30 of 1974)

For Assoftech Contracts (India) Ltd.



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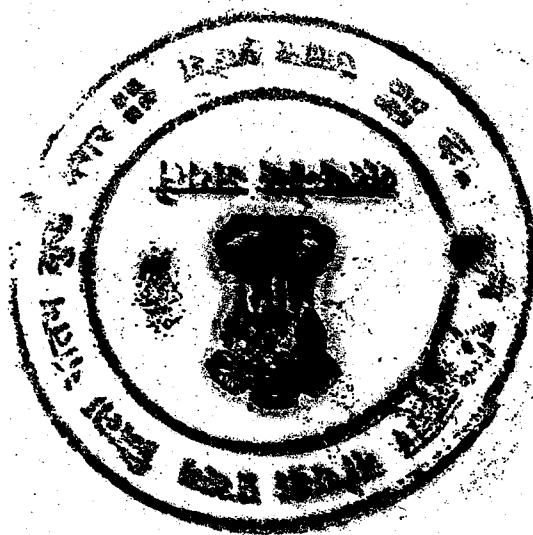
- e) The provision of UP Industrial Area Development Act 1976 and rules/regulations named under the Act or any direction issue shall be binding on the lessee.
- f) All power exercised by the lessor under this lease may be exercise by the Chief Executive Officer/Chairman of the lessor. The Lessor may also authorize any its officers to exercise all or any of the power exercisable but it under this lease provided that the expression Chief Executive Officer/Chairman 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/Chairman.
- g) The cost of stamp duty and registration charges and all other incidental expenses of this 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 prejudice the legal rights of the lessor.
- i) Any dispute arising with respect to this lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of Judicature at Allahabad.
- j) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer/Chairman of the lessor shall be final and binding on both the parties.

For Assotech Contracts (India) Ltd.



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- k) All terms and conditions of tender brochure, allotment, building bye-laws shall be binding on the Lessee.
- l) Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
- m) All arrears due to the lessor would be recoverable as arrears of land revenue.
- n) The lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
- o) The Authority in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
- p) In case the Authority is not able to give possession of the land in any circumstance, deposited money will be refunded to the lessee with simple interest.

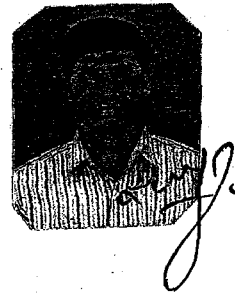
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बीरक

M. C. P.  
Assch.



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

In presence of:

Witnesses:

Address **CHANDRA KISHORE SINGH**  
S/O Smt R.D. SINGH  
A-347115, KRISHNA Colony  
FARIDABAD

Signed and delivered

for and on behalf of LESSOR

Witnesses:

Address:

Smt. P. K. Jain  
80, Late St. H.L. Yadav  
22-C, Block-D-4, LIG, Alak, Sec-13, Faridabad

For Asentech Contracts (India) Ltd.

Authorized Signatory

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

For and on behalf of the LESSEE

For and on behalf of the

LESSOR

For Asentech Contracts (India) Ltd.

Authorized Signatory

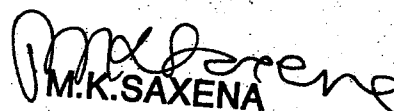
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रजिस्ट्रीकृत किया गया।

  
M.K.SAXENA

उप निबन्धक (प्रथम)

नोएडा

15/5/2007



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