भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUD

UTTAR PRADESH

N 246144

Stamp Duty Paid In Cash Certificate in favour of M/S BPTP International trade Centre Ltd. M-11 middle circle connaught circus New Delhi

In Pursuance of the order of the Collector No. Memo. Dated 09/02/09 Passed under section 10-A of the Stamp Act. It is certified that an amount of Rs. 11113900=00 (in words Rs. Seventy nine Crore Eleven Lac thirty Nine thousand only) has been Paid in Cash as Stamp Duty in Respect of this instrument in the State Bank of India/ Treasury/Sub Treasury of SDR Noida by Challan No. 04 Dated 09-02-2009 a Copy of Which is annexed herewith.

Date 09/02/09

Officer in Charge
Treasury
Gautam Budh Nagar
09/02/09

LEASE DEED IN RESPECT OF PLOT NO. 002, SECTOR-94, SITUATED IN NOIDA, DISTRICT – GAUTAM BUDH NAGAR (U.P.)

For B P T P International Trade Centre L

Auth. Signatory/Direct

For and on behalf of Lessor

P. K. SURI
Office Suptd.
Noida

For and on behalf of Lessee

33 09-02-09

क्रम सं० ... स्टाम्प विक्रय की तिथि ...

स्टाम्प क्रय करने का प्रयोजन सर्टिफिकेट हेतु

स्टाम्प क्रेता का नाम व पूरा पता B.PTP INTERNATIONAL TRADE CENTRE LIMITED M-11 Middle circle connaught circus New Delhi

स्टाम्प की धनराशि 100

सतीश चन्द शर्मा स्टाम्प विक्रेता

ला० नं० 104 ला० अवधि 31-3-200

उप निबन्धक कार्यालय, ग्रेटर नोएडा

LEASE DEED

This Lease Deed is made on the **9th** day of **February** in the year **2009** between the New Okhla Industrial Development Authority a body corporate constituted Under Section 3 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 successor assigns on the one part and **M/s BPTP INTERNATIONAL TRADE CENTRE LIMITED,** a company within the meaning of the Companies Act, 1956 having its registered office at **M-11, MIDDLE CIRCLE, CONNAUGHT CIRCUS, NEW DELHI-110001,** through its Authorized Signatory **SH. SANDEEP SEHGAL** Aged **33 years** S/o **SH. KEWAL KRISHAN SEHGAL** R/o **L-6, PRASAD NAGAR, NEW DELHI-110005,** duly approved vide Board resolution dated **January 20th, 2009** (hereinafter called the '**Lessee**' which expression shall, unless context does not so admit, include his/her/their/its heirs, executors, administrators, representatives and permitted assigns on 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 urban and industrial township.

AND WHEREAS the Lessor had put on offer a commercial plot located at Sector 94, NOIDA for development of Commercial Complex. The Lessee was declared the successful bidder in the auction by the Lessor and was allotted the aforesaid plot.

AND WHEREAS the Lessee is being leased **Plot No. 2, Sector 94, Noida admeasuring approximately 85672.17 square metres** (more particularly described in Clause 1 below), hereinafter referred to as the "**Plot**".

For B P T P International Trade Centre Ltd.

Sandeep Sehgal

Auth. Signatory/Director

P. K. SURI
Office Suptd.
Noida

111551 1623971

पट्टा विलेख (90 वर्ष)

प्रतिफल	मालियत	ओसत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
		5,000.00	80	5,080.00		4,000

श्री /श्रीमती नोएडा विकास प्राधिकरण द्वारा पी0 के0 सूरी
पुत्र / पत्नी श्री Office Suptd. Noida
पेशा नौकरी
निवासी स्थायी नोएडा विकास प्राधिकरण
अस्थायी पता नोएडा विकास प्राधिकरण
ने यह लेखपत्र इस कार्यालय दिनांक 9/2/2009 समय 11:32PM
बजे निवन्धन हेतु पेश किया।

सी0 पी0 सिंह (प्रभारी)
उप-निबंधक तृतीय
नौएडा
9/2/2009

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि के प्रलेखानुसार उक्त

पट्टा दाता
श्री/श्रीमती नोएडा विकास प्राधिकरण द्वारा पी0 के0 सूरी
पुत्र/पत्नी श्री Office Suptd. Noida
पेशा नौकरी
निवासी नोएडा विकास प्राधिकरण

पट्टा गृहीता
श्री/श्रीमती M/s BPTP International Trade Centre Limited द्वारा संदीप सहगल
पुत्र/पत्नी श्री पुत्र- केवल कृष्ण सहगल
पेशा नौकरी
निवासी एल-6, प्रसाद नगर, नई दिल्ली -110005

ने निष्पादन स्वीकार किया ।
जिनकी पहचान श्री दिग्विजय यादव
पुत्र श्री भूप सिंह यादव
पेशा नौकरी
निवासी हाउस नं0- 697, सेक्टर-14, गुडगांव
व श्री ईमरान अहमद
पुत्र श्री स्व0 एस0 एच अहमद
पेशा नौकरी
निवासी हाउस नं0- 889 सेक्टर-18 फरीदाबाद 121001
ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

सी0 पी0 सिंह (प्रभारी)
उप-निबंधक तृतीय
नौएडा
9/2/2009

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the said Plot for development of Commercial Complex for commercial activities such as shopping malls, multiplexes, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the Lessee to obtain all statutory clearances from the concerned Authorities for his functioning. Lessor shall not be responsible for any consequences arising out of failure of the Lessee to receive any such statutory clearance.

The Lessee shall carry out development as per norms specified in the Building Regulations and directions of NOIDA as given below:-

Maximum Ground Coverage	25%
Maximum FAR	200%
Height	No limit (Subject to the fulfillment of statutory requirement of the Competent Authority)

1. **NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:**

That in consideration of the premium of **Rs. 11,15,51,16,239.91/- (Rupees Eleven Arav Fifteen Crores Fifty One Lacs Sixteen Thousand Two Hundred Thirty Nine and Paise Ninety One only)** which the Lessee has paid in full to the Lessor and the Lessor hereby admits and acknowledges the receipt thereof. The Lessor confirms that nothing is due and payable by the Lessee on account of premium of the Plot. The lease rent has been detailed hereinafter in this Lease Deed and no separate notices for deposit of the lease rent shall be issued by Lessor.

For B P T P International Trade Centre Ltd.

Sandeep Sehgal

Auth. Signatory/Director

P. K. SURI
Office Suptd.
Noida

पट्टा दाता

Registration No 253 Year : 2009 Book No. 1

0101 **नोएडा विकास प्राधिकरण द्वारा पी0 के0 सूरी**

Office Suptd. Noida

नोएडा विकास प्राधिकरण

नौकरी

And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreement herein contained on the part of the Lessee to be respectively paid, observed and performed, the Lessor doth hereby demise on lease to the Lessee, all that plot of land numbered as **Commercial Plot No. 2** situated in **Sector-94**, New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement **85672.17 square metres** 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

To hold the said Plot (hereinafter referred to as the **'Plot'**) with their appurtenances unto the Lessee to the term of Ninety years on **"AS IS WHERE IS BASIS"** commencing from **9th February 2009** on the terms and conditions as given below:-

(a) In addition to the premium of Plot which has been paid in full by the Lessee to the Lessor, the Lessee shall have to pay an yearly ground rent/ lease rent in the manner indicated below :-

(i) The ground rent/ lease rent @ Re 1/- per sq.m. per year for the first three years from the date of execution of the Lease Deed.

(ii) Thereafter, the ground/lease rent shall be charged @ 2.5% p.a. of the total premium of the Plot for next seven years of the first ten years. After ten years from the date of execution of the Lease Deed, the lease rent will be increased @ 50% and that rate will be applicable from the next ten years and this process will continue for future. Supplementary lease deed shall be executed at the time of all such enhancement of lease rent.

(iii) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 14% p.a. (11% normal interest + 3% penal interest)

For B P T P International Trade Centre Ltd.

Auth. Signatory/Director

P. K. SURI
Office Suptd.
Noida

पट्टा गृहीता

Registration No. 253 Year : 2009 Book No. 1

0201 M/s BPTP International Trade Centre Limited द्वार

पुत्र- केवल कृष्ण सहगल

एल-6, प्रसाद नगर, नई दिल्ली -110005

नौकरी

compounded half yearly, on the defaulted amount and for the defaulted period.

(iv) For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the Lease Deed shall be treated as the date of taking over of possession.

(v) The Lessee shall have the option to pay 11 (eleven) years lease rent @ 2.5% per annum as one time lease rent or as per prevailing policy of the Lessor at the time of deposit .

II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

(a) The Lessee shall have to maintain the shareholding of the consortium members in same manner as submitted, lead member should be the single largest shareholder having at least 51% shares in the consortium. The percentage of shareholding of the lead member shall remain minimum of 51% till the completion of the project i.e. upto obtaining the completion certificate from Lessor.

(b) That the Lessee will pay unto the Lessor at its office or as otherwise directed the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor shall be entitled to recover the same with 14% interest per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.

(c) The Lessee will bear, pay and discharge all rates, assessments of every description which during the said term to be assessed, charged or imposed upon either on the occupier in respect of the Plot or the buildings to be erected there upon.

P.K. Suri
P. K. SURI
Office Suptd.
Noida

For B P T P International Trade Centre Ltd
Sandeep Sehgal
Auth. Signatory/Director

(d) That the Lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or they affect the health, safety or convenience of the other inhabitants of the place.

(e) The Lessee may mortgage the Plot after payment of up to date lease rent as per the policy of the Lessor.

(f) The construction of the building and development on the Plot shall have to be done as per development norms, controls prescribed under the scheme/ building regulations & directions of the Lessor and only after the prior approval of the building plans by the Lessor.

a) All the infrastructural services shall have to the provided by the Lessee within the Plot area only.

b) All clearances/approvals must be obtained by the Lessee from the respective competent statutory authorities prior to the commencement of the construction work.

c) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).

d) All other provisions, not specified above, shall be in accordance with the Building Regulations and Directions of the Lessor and the amendments made therein from time to time.

(g) The Lessee shall have to construct the buildings and obtain the completion certificate as per the building bye-laws and the policy of Lessor. However extension in exceptional circumstances can be granted by the Lessor, on the payment of extension charges applicable as per the prevailing policy, at the time of grant of such extension. The "Completion Certificate" will be issued by the Lessor on the completion of the project or buildings and on

For B P T P International Trade Centre Ltd.

Auth. Signatory/Director

P. K. SURI
Office Suptd.
Noida

submission of the necessary documents required for certifying the completion of the project or buildings.

(h) The Lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/ construction, subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the Lessee after prior written approval of the Lessor.

(i) The Lessee shall indemnify the Lessor against all disputes arising out of:

(i) The non-completion of the project.

(ii) The quality of development, construction and maintenance.

(iii) Any legal dispute arising out of allotment/lease to the final purchaser(s).

(j) The Lessee can transfer the whole Plot and the buildings constructed thereon with the prior permission of the Lessor, after payment of transfer charges as per the prevailing policy of the Lessor. However, the Lessor reserves the right to reject any such transfer application without assigning any reason whatsoever. The Lessee shall be entitled to sub-lease built-up spaces either in floors or part thereof as shops, offices, serviced apartments or any other form of commercial development to sub-lessees and for such transfer of built-up spaces transfer charges as per the then prevailing policy shall be payable.

In addition to the transfer charges as per prevailing policy of the Lessor, the Lessee shall also pay an amount of Rs. 1,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the Lessee, as well as the transferee(s).

For B P T P International Trade Centre Ltd.

Sandeep Arora

Auth. Signatory/Director

P K Suri

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No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of Rs. 1,000/- will be payable on such transfer.

Change in Constitution will be permitted as per prevailing policy of the Lessor and as per terms and conditions of the brochure of the scheme.

No transfer charges shall be applicable if commercial built up space is transferred whether in whole or in parts within two years from the date of the completion certificate issued by the Lessor. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs. 1,000/- shall also be payable against the processing fee. The Lessee will be permitted to transfer the built-up space on the fulfillment of the following conditions:-

i) The Lessee has made full payment of the Plot premium alongwith interest thereon and the up-to-date lease rent alongwith interest, if any, due thereon.

ii) The Lease Deed as per rules has been duly executed.

iii) The Lessee has obtained the building completion/functional certificate from the Lessor.

iv) The sub-lessees/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred are as per completion certificate and are not part of any common area.

v) The Lessee shall also execute a sub-lease deed between Lessor, Lessee and proposed transferees (sub-lessees). The Lessee/sub-lessees shall also ensure adherence to the building regulations and directions. All the terms and conditions of the allotment and Lease Deed shall be applicable and binding on transferee/sub-lessees as well.

P.K. Suri

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Office Suptd.
Noida

For B P T P International Trade Centre Ltd.

Sandeep Sehgal

Auth. Signatory/Director

vi) The transferees/sub-lessees shall also be required to pay pro-rata lease rent as applicable. The transferees/sub-lessees shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to the Lessor in proof thereof. Thereafter, extension charges, as applicable, shall be payable.

(k) The Lessee and sub-lessees (transferees) shall not use the Plot for any purpose other than for which the Plot is allotted. In case of violation of any allotment condition, the allotment/sub-lease of the defaulting party as the case may be shall be liable to be cancelled and the possession of the premises of defaulting party alongwith the structures thereon, if any, shall be resumed by the Lessor.

(l) The Lessee and sub-lessee(s)/Transferee(s) will be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf from time to time, in respect of the Plot and the buildings constructed thereon.

(m) If the Lessee and/or sub-lessee(s)/Transferee(s) commits any breach of the terms and conditions as laid down in this brochure, allotment letter, Lease Deed, the allotment/Lease may be cancelled/determined and 30% of the total premium of the Plot or the premium/installments deposited till then alongwith lease rent, interest, extension charges etc. deposited, whichever is less, shall be forfeited in favour of the Lessor. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the Plot, along with the structures, if any, thereon, shall be resumed in favour of the Lessor and the Lessee shall not be entitled to claim any compensation for the same. In case the default is committed by a sub-lessee/transferee, the Lessor will take action only against such defaulting sub-lessee/transferee as per the prevailing policy of the Lessor.

For B P T P International Trade Centre Ltd.

Auth. Signatory/Director

P. K. SURI
Office Suptd.
Noida

(n) If the allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Lessee, the allotment of Plot will be cancelled and/or Lease will be determined, as the case may be. In addition, the entire money deposited by the Lessee shall be forfeited and legal action for such misrepresentation, concealment and suppression of material facts shall be taken.

(o) The Lessor reserves the right to all mines, minerals, coals, washing golds, earth, oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the allotted Plot or for any building/structure standing thereon, provided always that the Lessor shall make reasonable compensation to the Lessee for any damages directly occasioned by the exercise of the rights hereby reserved. The decision of the Lessor on the amount of such compensation will be final and binding on the Lessee and all the sub-lessee(s)/Transferee(s).

(p) The Lessee shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the Plot. If the buildings and common services are not maintained properly, the Lessor shall have the right to get the maintenance done and recover the amount so spent from the Lessee/sub-lessee as the case may be. The Lessee and all the sub-lessee(s)/Transferee(s) will be personally and severely liable for the payment of the maintenance amount. In case of any default in the payment of the maintenance amount, the dues will be recovered from the Lessee and all the sub-lessee(s)/Transferee(s) as arrears of land revenue.

P. K. SURI
Office Suptd.
Noida

For B P T P International Trade Centre Ltd

Auth. Signatory/Director

(q) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted plot and the decision of the Lessor shall be final and binding on the Lessee and all the sub-lessees (transferees).

(r) The Lessee shall take all necessary permissions for sewerage, electricity and water connections etc. from the respective competent authorities at his own expenses.

(s) In addition to the other specific clauses relating to the cancellation of the Lease Deed, the Lessor will be free to exercise its right of cancellation of Lease/allotment in the following case:-

(1) If the allotment is obtained through misrepresentation, by suppression of material facts, mis-statement and/or fraud.

(2) Any violation by the Lessee and sub-lessee(s)/ Transferee(s), of the directions issued or of the rules and regulations framed by Lessor or by any other statutory body.

(3) In case of default on the part of the Lessee or any breach/violation of the terms and conditions of the tender, allotment, Lease Deed and/or non-deposit of the allotment / premium amount / installments, lease rent etc.

If the allotment is cancelled on the grounds mentioned in para (1) above, the entire amount deposited by the Lessee and sub-lessee(s)/Transferee(s) till the date of cancellation, shall be forfeited by the Lessor and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (2) or (3) above, amount equivalent to 30% of the total premium of the Plot shall be forfeited and the balance, if any shall be refunded without any interest and no separate notice to the Lessee and sub-lessee(s)/Transferee(s) shall be given in this regard. After

For B P T P International Trade Centre Ltd.

Sandeep Sehgal

Auth. Signatory/Director

P K Suri

P. K. SURI
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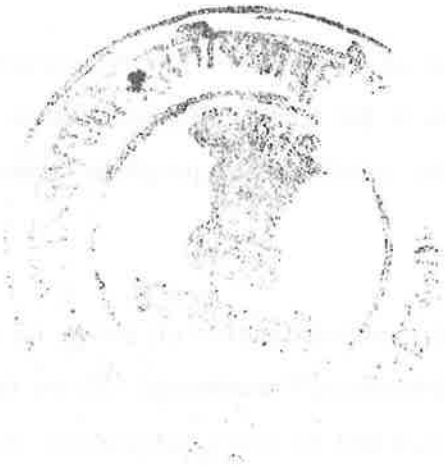
Noida



forfeiture of the amount as stated above, possession of the Plot will be resumed by the Lessor, along with the structures thereupon, if any, and the Lessee and sub-lessee(s)/Transferee(s) will have no right to claim any compensation thereof.

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

1. That the Lessee will not erect or permit to be erected on any part of the Plot any stable, sheds or other structures of description whatsoever for keeping horses, cattle, dogs, other animals except and in so far as may be allowed by the Lessor in writing.

2. That the Lessee shall not exercise his/her/their/its option for determining the Lease nor 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 material part of the Plot wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

3. If the Lessee does not abide by the terms and conditions of the Lease and building bye-laws or any other rules framed or directions issued by the Lessor the Lease shall be cancelled by the Lessor and the possession of the Plot shall be taken over by the Lessor followed by forfeiture of deposits as per prevailing policy.

4. Notwithstanding anything contained hereinbefore if there shall have been in the opinion of the Lessor (whose decision shall be final and binding) any breach by the Lessee or any person claiming through or under him/her/their/its, of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed it shall be lawful for the Lessor without prejudice to any other right or action of the

For B P T P International Trade Centre Ltd.

Sandeep Sehgal

Auth. Signatory/Director

P. K. SURI
Office Suptd.
Noida

Lessor in respect of any breach of agreement to re-enter the Plot or any part thereof in the name of whole and determine this Lease and thereupon, if:

5. At the time of re-entry, the Plot has not been occupied by the Lessee by way of constructing a building thereon the Lessor may re-allot the Plot and entire deposited amount shall stand forfeited in favour of the Lessor.

6. At the time of re-entry, the Plot is occupied by any building constructed by the Lessee there on the Lessee shall within a period of three months from the date of re-entry remove from the Plot all erection of building, fixtures and fittings which at any time and during the term shall be affixed or set up within or upon the Plot and leave the Plot in as good a condition as it was on the date of Lease, in default where of the same shall become the property of the Lessor without payment of any compensation to the Lessee for the land and building, fixtures, things before within the period herein specified the Plot shall be re-allotted.
   Provided that the Lessor may at its option to purchase the said erection buildings and fixtures upon the Plot after making the payment to the Lessee in price thereof as may be mutually agreed upon.

7. The Chief Executive Officer of the Lessor may exercise all powers exercised by the Lessor under this Lease. The Lessor may also authorize any of its other officers as he deems fit.
   PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Office for time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

8. The entire legal expenses of execution of this Lease Deed/sub-lease deed including Stamp Duty and registration charges shall be borne by the lessee.

For B P T P International Trade Centre Ltd

Sandeep Sehgal

Auth. Signatory/Director

P K Suri

P. K. SURI
Office Suptd.
Noida

9. Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.

10. The Chief Executive Officer of the Lessor reserve the right to make such additions and alterations or modifications in these terms and conditions as may be considered just or/and expedient.

11. In the event of any dispute between Lessor and the Lessee and sub-lessee(s)/transferee(s) shall be subject to the territorial jurisdiction of the Civil Court of District Gautam Budh Nagar or the Hon'ble High Court of Judicature at Allahabad.

12. In case of the clarification or interpretation regarding these terms and conditions, the decision of the Lessor shall be final and binding on the Lessee and all the sub-lessee(s)/ Transferee(s).

13. If the Lessee commits any act of omission on the Plot resulting in any nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period, failing which the Lessor shall itself get the nuisance removed at the Lessee's/sub-lessee's cost and charge the damages from the Lessee/sub-lessee during the period of subsistence of the nuisance.

14. The Lessee and all sub-lessee(s)/Transferee(s) shall be liable to pay all taxes, charges leviable from time to time by the Lessor or any other statutory body duly empowered to levy to taxes/charges.

15. All notices, orders and other documents required under the terms of allotment/ lease etc. shall be govern by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and the Rules & Regulations made thereunder.

For B P T P International Trade Centre Ltd

Sandeep Sehgal

Auth. Signatory/Director

P. K. SURI
Office Suptd.
Noida

16. All the arrears due from the Lessee and all the sub-lessees (transferees) to the Lessor or any other statutory authority are recoverable as arrears of land revenue.

17. That the Lessor hereby covenant that the Lessee and sub-lessee(s)/ Transferee(s) shall enjoy quiet possession of the Plot without any disturbance by it or its successors in the interest of any other person claiming title paramount thereto. In case any third party raises any dispute regarding possession of the Plot on account of non receipt of the compensation for the land forming part of the Plot, the Lessor agrees and undertakes to settle such dispute and if the possession of the Lessee is disturbed then the Lessor shall be responsible to reimburse all costs and damages to the Lessee.

18. The Lessee shall not be allowed to assign or change his role in the project, in anyway except as provided in this Lease Deed, till the completion of the project, without the prior written permission of the Lessor. In case of any violation of this, the Lease shall be cancelled and entire money deposited shall be forfeited.

19. The Lessor, in the larger public interest or otherwise, may take back the possession of the Plot and the buildings, if any, on it, by making payment at the prevailing rates and the decision of the Lessor in this regard, including the decision regarding the prevailing rates, shall be final and binding on the Lessee and all sub-lessees (transferees).

20. The Lessee shall abide by all the regulations, bye-laws, directions and guidelines of the Lessor framed/ issued under the U.P.Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.

For B P T P International Trade Centre Ltd

Auth. Signatory/Director

P. K. SURI
Office Suptd.
Noida

21. In case of non-compliance of these terms and conditions, and any directions of the Lessor, the Lessor shall have the right to impose such penalty as it may consider just and/or expedient.

22. Notwithstanding contained hereinabove, the Lessor shall before initiating any proceedings against the Lessee for breach/default of any terms of the lease deed/brochure/rules and regulations of NOIDA or any action which may affect the rights and entitlements of the Lessee will issue a show cause notice giving the Lessee a time of 60 days to rectify such breach/default and shall follow the principles of natural justice and fair play.

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

For and on behalf of Lessor

P. K. SURI
Office Suptd.
Noida

For and on behalf of Lessee

For B P T P International Trade Centre Ltd
Auth. Signatory Director

WITNESS 1

SIGNATURE:

NAME: DIGVIJAY YADAV
S/o: BHUP SINGH YADAV
ADDRESS: HNO. 697 SECTOR. 14
GURGAON - 122001

WITNESS 2

SIGNATURE:

NAME: IMRAN AHMED
S/o: LATE SH. S. H. AHMED
ADDRESS: HNO. 889 SECTOR - 18
FARIDABAD 121001

आज दिनांक **09/02/2009** को

बही सं **1** जिल्द सं **1491**

पृष्ठ सं. **207** से **238** पर कमांक **253**

रजिस्ट्रीकृत किया गया ।

सी0 पी0 सिंह (प्रभारी)
उप-निबंधक तृतीय
नौएडा
9/2/2009