

And which said plot is more clearly delineated and shown in the attached plan and herein marked red. This lease deed is subjected to the order of the writ petition No. 50002/09 & 30424/14 of High Court and also subjected to the order of the supreme court in the writ petition no. 6458-60/12 & 6345/12.

TO hold the said plot (hereinafter referred to as "the demised premises) with their appurtenances unto the Lessee to the term of Ninety Years Commencing from 08th day of April two thousand Fifteen except and always reserving to the Lessor:

- (a) The lessor reserves the rights and title to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plots and full right and power and 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 CEO of the lessor on the amount of such compensation will be final and binding on the lessee.
- (b) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, in developing the area.
- (c) Yielding and payment thereof yearly lease rent in advance during the said term unto the lessor on the 08th day of April of each year yearly @2.5 % of the total premium during the first ten years. The lessee shall pay unto the lessor at its office or as otherwise directed, lease rent in advance on yearly basis. The lease rent would be Rs.25,11,363/- (Rs. Twenty five lacs eleven thousand three hundred sixty three) Annually for the first ten years chargeable from the date of execution of the lease deed. The lessee shall pay lease rent annually on due date or in advance without waiting for any demand notice or reminder thereof. The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the lessee. In case of default in payment of lease rent interest @ 17% per annum compounded half yearly would be chargeable for the delayed period.

II) AND THE LESSEE DO TH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) That the lessee shall pay to the lessor the balance premium in the installments, with interest @ 12% p.a. on the balance premium as mentioned in Clause I above by the dates mentioned therein.

प्रवन्धक (आई० टा०)
ग्रेटर नौएडा प्राधिकरण

For Avdesh Infotech Pvt. Ltd.



Director

