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उत्तर प्रदेश UTTAR PRADESH

THIS STAMP PAPER IS ATTACHED WITH THE LEASE DEED IN RESPECT OF COMMERCIAL PLOT NO. C-001/A, SECTOR-16-B, NOIDA, ADMEASURING 40,056.72 SQ.MTRS.

Banking Private Limited  
*[Signature]*  
Authorized Signatory



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उत्तर प्रदेश UTTAR PRADESH

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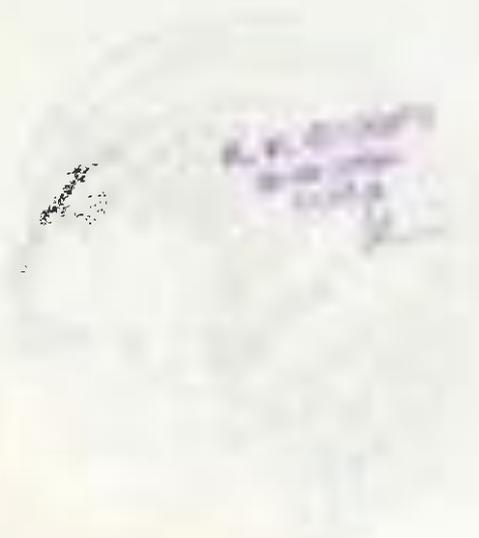
Redwood Projects Private Limited  
*[Handwritten Signature]*  
Authorized Signatory



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NOIDA, ADMEASURING 40,056.72 SQ.MTRS.



**Projects Private Limited**  
*[Handwritten Signature]*  
**Authorised Signatory**



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*[Signature]*  
Projects Private Limited  
Authorized Signatory





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K. N. GHAVRI  
Desk Office  
NOIDA

Boulevard Projects Private Limited

K. N. GHAVRI  
Desk Office  
NOIDA





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K. N. CHAVRI  
Desk Office  
NOIDA

Projects Private Limited

*[Signature]*  
Authorized Signatory







उत्तर प्रदेश UTTAR PRADESH

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K. N. CHAVRI  
Desk Office  
NOIDA

Business Process Private Limited  
*[Signature]*  
Authorized Signatory



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Signature of **Projects Private Limited**  
*[Handwritten Signature]*  
Authorized Signatory



उत्तर प्रदेश UTTAR PRADESH

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**Projects Private Limited**  
*[Signature]*  
Authorizing Signatory



उत्तर प्रदेश UTTAR PRADESH

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*[Faint, illegible text, possibly a signature or stamp]*

Private Limited

*[Handwritten signature]*  
Authorized Signatory





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Signature Private Limited

*[Handwritten Signature]*  
Authorized Signatory



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THIS STAMP PAPER IS AFFIXED WITH THE LEASE DEED IN  
RESPECT OF COMMERCIAL PLOTS NO. C-001/A, SECTOR-16-B,  
INDIA ADMINISTRATIVE ZONE



**Projects Private Limited**  
*[Handwritten Signature]*  
**Authorised Signatory**





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*K. N. C. AVRI*  
Desk Office.  
NOIDA

**Boulevard Projects Private Limited**

*[Signature]*  
**Authorised Signatory**



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Authorised Signatory



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व्यक्तिगत  
संकेत

Projects Private Limited  
*[Signature]*  
*[Signature]*





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Projects Private Limited

*[Handwritten Signature]*

Authorized Signatory

K. N. GHAVRI  
Desk Office  
NOIDA





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THIS STAMP PAPER IS ATTACHED WITH THE LEASE DEED IN RESPECT OF COMMERCIAL PLOT NO. C-001/A, SECTOR-16-B, NOIDA, ADMEASURING 40,056.72 SQ.MTRS.

Projects Private Limited  
*[Handwritten Signature]*

K. P. CHAVRI  
Desk Officer  
NOIDA

## **LEASE DEED**

This Lease Deed is made on the 29<sup>th</sup> day of **June** in the year **2010** 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 Boulevard Projects Pvt. Ltd. (SPC of M/s Vistar Constructions Pvt. Ltd., M/s Three C Universal Developers Pvt. Ltd., M/s Advance eGraphics Complogic Solutions Pvt. Ltd. and M/s Jaksons Ltd.)** , C-23, Greater Kailash Enclave Part-I, New Delhi - 48 having its registered office at C-23, Greater Kailash Enclave Part-I, New Delhi – 110 048 through its **Authorized Signatory Shri Deepak Khurana S/o Shri Charanjit Khurana R/o B-2/104B Safdarjung Enclave, New Delhi – 110 029** , duly authorized by the Board of Directors vide Resolution dated 16<sup>th</sup> June 2010 (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 Industrial Township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the **Plot No. C – 001/A Sector-16B, NOIDA (Sub divided plot of Plot No. C-001 Sector-16B)** for development of Commercial Complex for commercial activities such as shopping malls, 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

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responsible for any consequences arising out of failure of the lessee to receive any such statutory clearance.

AND WHEREAS THE Lessor has through a Sealed Two Bid tender System awarded to the consortium consisting of - M/s Vistar Constructions Pvt. Ltd., (Lead Member), M/s Three C Universal Developers Pvt. Ltd., (Member), M/s Advance eGraphics Complogic Solutions Pvt. Ltd., (Member), M/s Jaksons Ltd., (Member), Mr. Shashi Kant Chaurasia, (Member), Mr. Navneet Chaurasia, (Member), Mr. Arpit Chaurasia, (Member), Mr. Rajiv Kumar Chaurasia, (Member), Mr. Mayank Chaurasia (Member), and Mr. Vijay Anand Chaurasia (Member) the Plot No. C-001 Sector-16B, NOIDA after fulfilling the terms and conditions prescribed in the brochure of Commercial Builder Plot Scheme No. 2010-11 (Commercial Builder Plot-I) and allotment letter no. NOIDA/Commercial/2010/670 dated 16<sup>th</sup> June 2010 for development of commercial complex.

AND WHEREAS the lessor approved the sub division of Commercial Plot No. C-001 Sector-16B NOIDA as Plot No. C-001/A Sector-16B admeasuring 40,056.72 Sqm. and Plot No. C-001/B Sector-16B admeasuring 10,000 Sqm. and the name and status of **M/s Boulevard Projects Pvt. Ltd.** as Special Purpose Company, on the request of consortium members (as mentioned above), in accordance with the Clause 7(e) of the brochure of the scheme, **to develop and marketing the project on demarcated plot no. C-001/A Sector-16B NOIDA admeasuring 40,056.72 Sqm.** vide letter no. NOIDA/ Commercial/ 2010/710 dated 29<sup>th</sup> June 2010.

AND WHEREAS the lessee is a Special Purpose Company comprising of **M/s Vistar Constructions Pvt. Ltd. - 37.50%, shares, M/s Three C Universal Developers Pvt. Ltd. – 25% shares, M/s Advance eGraphics Complogic Solutions Pvt. Ltd. – 12.5% shares and M/s Jaksons Ltd. –25% shares.**

And it has been represented to the lessor that the SPC members have agreed amongst themselves that **M/s Vistar Constructions Pvt. Ltd.** shall remain always be the Lead Member of the SPC and whose shareholding in the SPC shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is

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obtained from the Lessor (Authority). However, the SPC will be allowed to Transfer/Sell up to 49% of its shareholding, subject to the conditions that the original "Relevant Members", including the "Lead Member" (on the date of submission of the tender), shall continue to hold at least 51% of the shareholding of the "Lead Member" shall remain at least 26% till temporary occupancy/ completion certificate at at least one phase the project is obtained from the LESSOR.

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

Maximum permissible Ground Coverage	50%
Maximum permissible FAR	5.00
Set Backs	As per building bye-laws of LESSOR
Maximum 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. 5,26,74,58,680/- (Rupees five hundred twenty six crores seventy four lacs fifty eight thousand eight only )** out of which **Rs. 52,67,45,868/- (Rupees fifty two crores sixty seven lacs forty five thousand eight hundred sixty eight only)** have been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance **Rs. 4,74,07,12,812/- (Rupees four hundred seventy four crores seven lacs twelve thousand eight hundred twelve only)** which is to be paid by the Lessee in the manner hereinafter provided in instalments on dates specified below alongwith interest @ 11% per annum or as amended by the Lessor from time to time compounded every half yearly from the date of allotment, on the balance outstanding on timely payment. Schedule of payment of instalments is as given below :-

<u>Instalment No.</u>	<u>Due date</u>	<u>Principal amount</u>	<u>Interest @ 11%</u>	<u>Total</u>
Moratorium interest for 1st half yearly	16.12.2010		260739204.66	260739204.66
Moratorium interest for	16.06.2011		260739204.66	260739204.66

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**Projects Private Limited**

*[Signature]*  
**Authorised Signatory**

Moratorium interest for 3rd half yearly	16.12.2011		260739204.66	260739204.66
Moratorium interest for 4th half yearly	16.06.2012		260739204.66	260739204.66
1 <sup>st</sup>	16.12.2012	296294550.75	260739204.66	557033755.41
2 <sup>nd</sup>	16.06.2013	296294550.75	244443004.37	540737555.12
3 <sup>rd</sup>	16.12.2013	296294550.75	228146804.08	524441354.83
4 <sup>th</sup>	16.06.2014	296294550.75	211850603.79	508145154.54
5 <sup>th</sup>	16.12.2014	296294550.75	195554403.50	491848954.25
6 <sup>th</sup>	16.06.2015	296294550.75	179258203.20	475552753.95
7 <sup>th</sup>	16.12.2015	296294550.75	162962002.91	459256553.66
8 <sup>th</sup>	16.06.2016	296294550.75	146665802.62	442960353.37
9 <sup>th</sup>	16.12.2016	296294550.75	130369602.33	426664153.08
10 <sup>th</sup>	16.06.2017	296294550.75	114073402.04	410367952.79
11 <sup>th</sup>	16.12.2017	296294550.75	97777201.75	394071752.50
12 <sup>th</sup>	16.06.2018	296294550.75	81481001.46	377775552.21
13 <sup>th</sup>	16.12.2018	296294550.75	65184801.16	361479351.92
14 <sup>th</sup>	16.06.2019	296294550.75	48888600.87	345183151.62
15 <sup>th</sup>	16.12.2019	296294550.75	32592400.58	328886951.33
16 <sup>th</sup>	16.06.2020	296294550.75	16296200.29	312590751.04

No separate notices for deposit of the installment/ lease rent shall be issued by Lessor. The LESSEE shall ensure that the due installments along with interest are deposited on the due date or the previous working day if the due date is a bank holiday.

In case of failure to deposit the due installment by the due date, the LESSOR may cancel the allotment in accordance with clause-X of brochure of the scheme. However, in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of interest @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.

Provided further that Lessor shall accept all payments rendered otherwise by the Lessee but of the payments made by the Lessee shall first adjusted towards the interest due, if any, and thereafter, the balance shall be adjusted towards the lease rent payment alongwith the due interest and the balance, if any, shall be adjusted towards the due installments.

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

Infrastructure Projects Private Limited

*[Handwritten Signature]*

Authorised Signatory

*[Handwritten Initials]*  
K. T. CHAVRI  
Desk Office  
10/15/20



Lessor doth hereby demise on lease to the Lessee, all that plot of land numbered as Commercial Plot No. C-001/A situated in Sector-16B New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement 40,056.72 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 demised premises') with their appurtenances unto the Lessee to the term of Ninety years on "AS IS WHERE IS BASIS" commencing from 29<sup>th</sup> June 2010 on the terms and conditions as given below :-

- (a) In addition to the premium of plot, 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 sqm. per year for the first three years from the date of execution of the lease deed.
  - (ii) Thereafter, the ground/lease rent shall be charges @ 1% 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. Lessee can deposit one time lease rent equivalent to eleven time the lease rent calculated @ 1% per annum, subject to the clearance of the arrears of the lease rent, if any. Supplementary deed shall be executed after expiry of every 10 years.
  - (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) 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.

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IDIA

- (v) The Lessee shall have the option to pay 11 (eleven) years lease rent @ 1% per annum as one time lease rent or as per prevailing policy of the Lessor at the time of deposit .

**II. AND THE LESSEE DOETH 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 26% shares in the consortium. The percentage of shareholding of the lead member shall remain minimum of 26% till the completion of the project i.e. upto obtaining the completion certificate from Lessor.
- (b) THAT the Lessee will pay to the Lessor the balance of the premium in the installments mentioned in clause I above by the dates mentioned therein. If the Lessee shall fail to pay any installment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the installment in arrears from the due date till the date of payment provided that failure to pay three consecutive installments the Lessor may determine the lease with penalties and consequences thereof.
- (c) That the Lessee will pay unto the Lessor at its office on 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.
- (d) The Lessee will bear, pay and discharge all rates, assessments of every descriptions which during the said term to be assessed, charged or imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon.
- (e) That Lessee will obey and submit to all direction issued or regulations made by the Lessor now existing or hereafter to exist so far as the same as incidental to the possession of immovable

K. P. CHAVRI  
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NOIDA

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property so far as they affect the health, safety or convenience of the other inhabitants of the place.

- (f) The LESSEE can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest. If the Lessee surrenders the allotted plot after 30 days from the date of allotment, in such an event the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest. However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refunded.

NOTE:- The date of surrender in the above case shall be the date on which the application for surrender is received at Lessor's office. No subsequent claim on the basis of any postal certificate etc. will be entertained.

- (g) 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:

1. Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
2. Clearance of upto date dues of the NOIDA.

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, 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

K. T. GAVR:  
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*[Signature]*  
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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.

- (h) 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 be 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.
- (i) The lessee shall have to construct the buildings and obtain the completion certificate in maximum five phases within five years from the date of execution of the lease deed. The lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout 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. 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 and on submission of the necessary

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K. P. GAVRI  
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documents required for certifying the completion of the project. In case the lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

- (j) The lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/constructions, 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. The project may be implemented by lessee through Special Purpose Company and/or through its subsidiaries. The relationship between Special Purpose Company & its subsidiaries would be governed by the prevailing law, rules and regulations. However, mortgage permission can be accorded to Special Purpose Company for implementation of project as per prevailing rules & regulations of Lessor.
- (k) 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).
- (l) 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.

In addition to the transfer charges as per prevailing policy of the LESSOR, the lessee shall also pay an amount of Rs. 10,000/- 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).

No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-

K. P. GAVRI  
Desk Officer  
10/11/11

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Authorized Signatory

versa. However, processing fee of Rs.10,000/- 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 built up space of commercial plot is transferred within two years from the date of issuing of the completion certificate 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.10,000/- 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 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.
- 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.
- vii) All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the lessee as well as all transferees(sub-lessees).

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- viii) The lessee, sub-lessee are not eligible for any preferential allotment of the residential plot or house under various scheme of NOIDA.
- (m) The lessee and sub-lessees (transferees) shall not use the commercial plot for any purpose other than for which the commercial plot is allotted. In case of violation of any allotment condition, the allotment shall be liable to be cancelled and the possession of the premises alongwith the structures thereon, if any, shall be resumed by the LESSOR.
- (n) 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.
- (o) If the lessee and/or sub-lessee(s)/Transferee(s) fail to deposit the due money/installment within the given time or such extended period as is allowed by the LESSOR or commit 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.
- (p) 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 and sub-lessee(s)/Transferee(s) shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.
- (q) 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

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enjoying the same without support for the surface or building/structure standing thereon. The LESSOR shall make reasonable arrangements for any damages directly occasioned by the buildings and common services hereby reserved. The decision on such compensation will be final and binding on the lessee and all the sub-lessee(s)/Transferee(s).

- (r) The lessee shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the allotted plot. If the buildings are not maintained properly, the LESSOR shall cause the maintenance to be done and recover the amount so spent from the lessee. The lessee and all the sub-lessee(s)/Transferee(s) shall be personally and severally liable for the amount. In case of any default in the amount, the dues will be recovered from the lessee and all the sub-lessee(s)/Transferee(s) as arrears of land revenue.
- (s) 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).
- (t) The lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.
- (u) 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 transferee in the payment of the premium amount / instalment or breach/violation of the terms and conditions of the allotment, lease deed and/or non-deposit of the allotment premium amount / instalment.

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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 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 MUTUALLY 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 demised premises 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 demised premises 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 may be cancelled by the Lessor and the possession of the demised premises may 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

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K. N. GHAV<sup>3</sup>  
Desk Officer  
NOIDA

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 and in particular and without prejudice to the generality of the sub-clause, if the Lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises it shall be lawful for the Lessor without prejudice to any other right or action of the Lessor in respect of any breach of agreement to re-enter the demised premises or any part thereof in the name of whole and determine this demise and thereupon if:

5. At the time of re-entry, if the demised premises has not been occupied by the Lessee by way of constructing a building thereon the Lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the Authority.
6. At the time of re-entry if the demised premises are 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 demised premises 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 said premises and leave the said premises in as good a condition as it was on the date of demise, 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 demised premises 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. Any losses suffered by the Lessor on a fresh grant of demised premises or breaches of conditions aforesaid on the part of the Lessee or any persons claiming through or under him shall be recoverable by the Lessor from the Lessee.
8. 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

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officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

9. The entire legal expenses of execution of this Lease Deed including Stamp Duty and registration charges shall be borne by the Lessee. In case any dispute arising towards stamp duty, the burden shall be borne by the Lessee.
10. Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.
11. The Chief Executive Officer or 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.
12. 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 Courts designated by the Hon'ble High Court of Allahabad.
13. If due to any "FORCE MAJEURE" or circumstances, beyond Lessor's control the Authority is unable to deliver possession of allotted plot, entire registration money or the deposits depending on state of allotment will be refunded without interest.
14. In case of the clarification or interpretation regarding terms and conditions of this lease and brochure of the scheme which forms part of this lease, the decision of the LESSOR shall be final and binding on the lessee and all the sub-lessee(s)/Transferee(s).
15. If the lessee commits any act of omission on the demised premises 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 cost and charge the damages from the lessee during the period of subsistence of the nuisance.
16. 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.
17. All notices, orders and other documents required under the terms of allotment/lease etc. shall be govern by the provisions of

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the U.P. Industrial Area Development Act, 1976 and the Rules & Regulations made thereunder.

18. 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.
19. That the LESSOR hereby covenant that the lessee and sub-lessee(s)/Transferee(s) shall enjoy quiet possession of the demised premises without any disturbance by it or its successors in the interest of any other person claiming title paramount thereto.
20. The lessee shall not be allowed to assign or change his role in the project, in anyway, 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.
21. The LESSOR, in the larger public interest, may take back the possession of the allotted 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)
22. No wall will be constructed in between both the sub divided plots i.e. Plot No. C-1A and Plot No. C-1B Sector-16B, to avoid hindrances in movement of traffic/vehicles.
23. The lessee shall abide by all the regulations, bye-laws, directions and guidelines of the LESSOR framed/ issued under the brochure and U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.
24. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by NOIDA.
25. 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.

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Professional Land  
Surveyors  
Pvt. Ltd.

C-

LOOP SITE



VECENT LAND  
A=50056.72 SQM.

12.0 M ROAD

C-001/A  
40056-72  
SQ. METRE

GREEN AREA OF SECTOR - 16<sup>1/2</sup> SITE

UGR

12.0 M ROAD

99.0 M ROAD

CS  
C  
SIDE

*[Signature]*  
Universal Developers (P) Ltd

*[Signature]*  
Universal Developers (P) Ltd

*[Signature]*  
Universal Developers (P) Ltd  
IGNATORY

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

**Real Estate Projects Anand Limited**

For and on behalf of Lessor

For and on behalf of Lessee

Witness 1.

RI  
Desk Office:  
NOIDA


Signature: 

Name: Vikas Anand

Name: Madan Lal Gupta

S/o Shri Deepak Anand

S/o Late Shri P.C.Gupta

Address: D-1133, Sector-49  
Faridabad (Haryana)

Address: B-77 Sector-50  
NOIDA (U.P.)



आज दिनांक 29/06/2010 को

बही सं. 1 जिल्द सं. 1971

पृष्ठ सं. 33 से 106 पर क्रमांक 2668

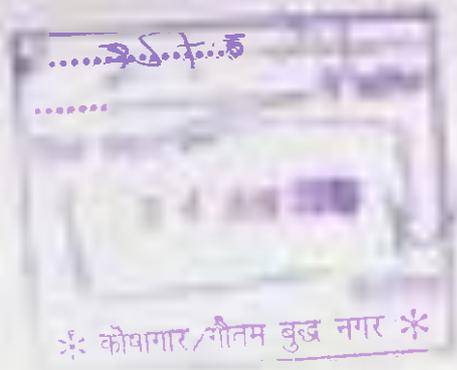
रजिस्ट्रीकृत किया गया ।

 सिंह

**Sub Registrar  
Noida-III**

29/6/2010





M/s Boulevard

Projects District  
Noida



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24 JUN 2010

\* कोषागार/गौतम बुद्ध नगर \*

Noide

प्रतिफल, मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग  
श्री/श्रीमती नोएडा विकास प्राधिकरण द्वारा के० एन० घाबरी  
पुत्र / पत्नी श्री डेस्क आफिसर  
पेशा नौकरी  
निवासी स्थायी नोएडा विकास प्राधिकरण  
अस्थायी पता उक्त  
ने यह लेखपत्र इस कार्यालय में दिनांक 29/6/2010 समय 6:19PM  
वजे निवन्धन हेतु पेश किया।

जे० एन० सिंह  
उप-निबंधक तृतीय  
नोएडा  
29/6/2010

निष्पादन वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त

श्री/श्रीमती नोएडा विकास प्राधिकरण द्वारा के०  
एन० घाबरी  
पुत्र/पत्नी श्री डेस्क आफिसर  
पेशा नौकरी  
निवासी नोएडा विकास प्राधिकरण

श्री/श्रीमती M/s Boulevard Projects Pvt  
द्वारा दीपक खुराना  
पुत्र/पत्नी श्री  
पेशा व्यापार  
निवासी बी-2/104बी सफदरजंग  
- 110029





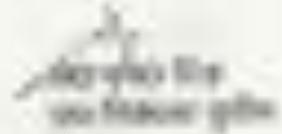
ने निष्पादन स्वीकार किया ।  
जिनकी पहचान श्री विकास आनन्द  
पुत्र श्री दीपक आनन्द  
पेशा नौकरी

निवासी डी-1133, सेक्टर-49 फरीदाबाद

व श्री मदन लाल गुप्ता  
पुत्र श्री स्व0 पी0 सी0 गुप्ता  
पेशा व्यापार  
निवासी बी-77 /50 नोएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



नोएडा  
29/6/2010





पट्टा दाता

Registration No.: 2668

Year : 2010

0101 नोएडा विकास प्राधिकरण द्वारा के0 एन0 चाबरी

डेस्क

नोएडा विकास



पुनः प्रमाणित किया गया है  
दिनांक 10/05/2010

24 JUN 2010

रीकडिया  
\* कोषागार/गीतम बुद्ध नगर \*

पट्टा गृहीता

Registration No. : 2668

Year : 2010

Book No. :

M/s Boulevard Projects Pvt. Ltd. द्वारा दीपक खुराना

खुराना

बी-2/104बी सफदरजंग इन्कलेव, नई दिल्ली - 110029

व्यापार





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1988

