




**INDIA NON JUDICIAL
Government of Uttar Pradesh**

e-Stamp

Signature: 
 Acc Name VIJAY KUMAR GARG ACC Code: UP 14003604
 ACC Address Sup-Reg. Office Noida Mobile 9810922334
 License No. 36 Tehsil & District NOIDA G.B. NAGAR
 ₹4,81,24,000

Certificate No.	: IN-UP51723530688417V
Certificate Issued Date	: 04-Mar-2023 02:44 PM
Account Reference	: NEWIMPACC (SV)/ up14003604/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1400360496977113555979V
Purchased by	: WESTRIVER PVT LTD
Description of Document	: Article 35 Lease
Property Description	: COMM-1, SECTOR-93B, NOIDA
Consideration Price (Rs.)	:
First Party	: NOIDA
Second Party	: WESTRIVER PVT LTD
Stamp Duty Paid By	: WESTRIVER PVT LTD
Stamp Duty Amount(Rs.)	: 4,81,24,000 (Four Crore Eighty One Lakh Twenty Four Thousand only)

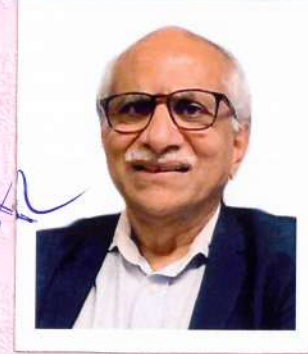
सत्यमेव जयते

₹4,81,24,000



IN-UP51723530688417V

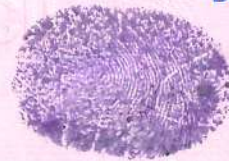
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For WESTRIVER PRIVATE LIMITED

Director/ Auth. Signatory

सहायक महाप्रबंधक (वाणिज्यिक)



JD 0020171711

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shelitestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

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LEASE DEED

This Lease Deed ("Lease Deed") is made on the 20th day of March in the year 2023 by 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) through its authorised signatory, Mr. SANJEEV KUMAR BEDI....., S/o Mr. LATE SHRI D.N. BEDI....., holding the post of AGM (COMMERCIAL)....., hereinafter called the "Lessor" which expression shall unless the context does so admit, include its administrators, successors and assigns on the **ONE PART**;

IN FAVOUR OF

M/s **WESTRIVER PRIVATE LIMITED (PAN AADCW4352R)** having its registered office at Dasnac Annexe I, ECE House, 28A Kasturba Gandhi Marg, New Delhi 110001, through its Director Mr. Jinendra Kumar Jain (DIN 00187479) S/o Late Mr. Anand Kumar Jain R/o ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~ duly authorised by the Board of Directors vide Resolution dated 16.03.2023 (hereinafter called the "Lessee" which expression shall, unless context does so admit, include their heirs, executors, administrators, successors in interest 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 **Commercial Plot No. COMM-01 at Sector 93B, NOIDA** (hereinafter referred to as the "Demised Premises or Plot") for development of infrastructure for financial business including 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 above the permissible limit under the relevant norms/laws, 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 Authority(ies) as desired. Lessor shall not be responsible for any consequences arising out of failure of the Lessee to receive any such statutory clearance.

AND WHEREAS the Lessor has through E-AUCTION awarded to the Lessee Commercial Plot No. COMM-01 at Sector 93B, NOIDA admeasuring **5002.725 square meters** after fulfilling the terms and conditions prescribed in the brochure of Scheme Code 2022-23 (Commercial Builders Plot-I).

AND WHEREAS the Demised Premises was allotted vide an Allotment Letter no. NOIDA/Commercial/2022/2064, dated 22.11.2022 tentatively indicating an area of 4927.24 square meters, however, upon actual measurement at site, an Excess Area of 75.485 was allotted to the Lessee as part of the Demised Premises vide Offer Letter no. NOIDA/Commercial/2023/2781, dated 03.03.2023, the total area of the Demised Premises thereby being 5002.725 square meters.

AND WHEREAS as per decision taken in the 192nd Authority board meeting dated 02.06.2017 & 193rd Authority board meeting dated 27.12.2017, sub-division of plots is not allowed/ permitted.


सहायक महाप्रबंधक (वाणिज्यिक)
LESSOR


For WESTRIVER PRIVATE LIMITED

Director/ Auth. Signatory
LESSEE

आवेदन सं०: 202300743017620

पट्टा विलेख(30 वर्ष से अधिक)

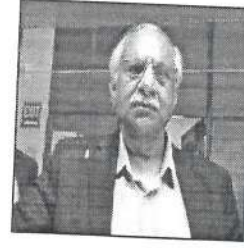
बही सं०: 1

रजिस्ट्रेशन सं०: 1618

वर्ष: 2023

प्रतिफल- 962475000 स्टाम्प शुल्क- 48124000 बाजारी मूल्य - 962475000 पंजीकरण शुल्क - 9624750 प्रतिलिपिकरण शुल्क - 100 योग : 9624850

श्री मैसर्स वेस्टरिवर प्रा०लि० द्वारा
जिनेन्द्र कुमार जैन अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री आनन्द कुमार जैन
व्यवसाय : अन्य
निवासी: डसनेक एन्कजर -1 ईसीई हाउस 28ए कस्तुबरा गाँधी मार्ग नई दिल्ली



श्री, मैसर्स वेस्टरिवर प्रा०लि० द्वारा

जिनेन्द्र कुमार जैन अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 21/03/2023 एवं
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निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के. एन. सिंह
उप निबंधक : सदर द्वितीय
गीतम बुद्ध नगर
21/03/2023
ओमकार वर्मा
निबंधक लिपिक
21/03/2023

AND WHEREAS the Lessee shall carry out development as per norms specified in the Building Regulations and Directions of the NOIDA (as amended from time to time) as given below:

Maximum permissible Ground Coverage	50%
Maximum permissible FAR	2.00
Setbacks	As per Building Regulations 2010 (as amended from time to time) of NOIDA
Maximum Height	No Limit (subject to fulfilment of statutory requirements by the Lessee/allottee)

I. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

- A. That in consideration of the premium for the total area of 5002.725 square meters of Rs. 70,63,92,157/- (Rupees Seventy Crore Sixty-Three Lakh Ninety-Two Thousand One Hundred Fifty-Seven only) out of which upfront amount of Rs. 27,82,93,427/- (Rupees Twenty-Seven Crore Eighty-Two Lakh Ninety-Three Thousand Four Hundred and Twenty-Seven only) and the entire amount of premium for Excess Area of 75.458 square meters of Rs. 1,06,58,594/- (Rupees One Crore Six Lakh Fifty-Eight Thousand Five Hundred Ninety-Four only) has been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges). The balance Rs. 41,74,40,136/- (Rupees Forty-One Crore Seventy-Four Lakh Forty Thousand One Hundred Thirty-Six only) is to be paid by the Lessee in the manner hereinafter provided in instalments on dates specified below along with interest @ 9% per annum or as amended by the Lessor from time to time not over SBI MCLR 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:

Instalment No.	Due Date	Principal	Interest @ 4.5% (half yearly)	Total
1	21.05.2023	5,21,80,017.00	1,87,84,807	7,09,64,825
2	21.11.2023	5,21,80,017.00	1,64,36,706	6,86,16,724
3	21.05.2024	5,21,80,017.00	1,40,88,606	6,62,68,623
4	21.11.2024	5,21,80,017.00	1,17,40,505	6,39,20,522
5	21.05.2025	5,21,80,017.00	93,92,403	6,15,72,421
6	21.11.2025	5,21,80,017.00	70,44,302	5,92,24,320
7	21.05.2026	5,21,80,017.00	46,96,202	5,68,76,219
8	21.11.2026	5,21,80,017.00	23,48,101	5,45,28,118

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



सहायक महाप्रबंधक (व्यापिज्यिक)

LESSOR

2

For WESTRIVER PRIVATE LIMITED

 Director/Signatory

आवेदन सं०: 202300743017620

बही सं०: 1

रजिस्ट्रेशन सं०: 1618

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाता: 1

श्री नोएडा विकास प्राधिकरण के द्वारा संजीव कुमार बेदी, पुत्र श्री डी एन बेदी

निवासी: सै0 6 नोएडा

व्यवसाय: अन्य

पट्टा गृहीता: 1

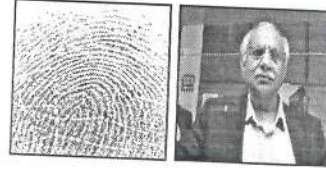


श्री मैसर्स वेस्टरिवर प्रा०लि० के द्वारा जिनेन्द्र कुमार जैन, पुत्र श्री आनन्द कुमार जैन

निवासी: डसनेक एन्कजर -1 ईसीई हाउस 28ए कस्तुबरा गाँधी मार्ग नई दिल्ली

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

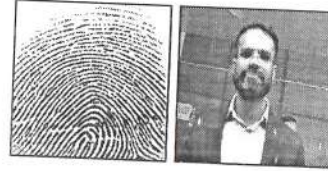


श्री प्रतीक गुप्ता, पुत्र श्री संजय गुप्ता

निवासी: [REDACTED]

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री अरिहन्त जैन, पुत्र श्री जिनेन्द्र कुमार जैन

निवासी: [REDACTED]

व्यवसाय: अन्य



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी: पट्टा दाता ने उक्त प्रतिफल की धनराशि प्राप्त कर निष्पादन स्वीकार किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

के.व.प. सिंह

उप निबंधक: सदर द्वितीय

गौतम बुद्ध नगर

21/03/2023

ओमकार वर्मा

निबंधक लिपिक गौतम बुद्ध नगर

21/03/2023

प्रिंट करें

In case of failure to deposit the due instalment by the due date, the Lessor may cancel the allotment in accordance with clause Z of brochure of the scheme after reasonable notice for compliance. However, in case of default in payment of instalment, interest @ 12% p.a. (9 % normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period will be charged. 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 along with the due interest, and the balance, if any, shall be adjusted towards the due instalments.

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 do hereby demise on lease to the Lessee, all that plot of land numbered as **Commercial Plot No. COMM-01 at Sector 93B, NOIDA, District Gautam Budh Nagar, contained by measurement 5002.725 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

The Lessor hereby holds the said Plot with their appurtenances unto the Lessee on "AS IS WHERE IS BASIS" for a period of Ninety Years starting from the date of execution of the Lease Deed. However, the Lessor shall continue to be responsible to handover vacant possession of the property to the Lessee, indemnify the Lessee against all of the zoning issues pertaining to the Plot including, but not limited to, the litigations or issues pertaining to title of the land.

In addition to the premium of Plot, the Lessee shall have to pay an yearly ground rent/lease rent in the manner given 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 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 for the next ten years and this process will continue for future.
- (iii) The lease rent shall be payable in advance every year. First, such payment shall fall due on the date of execution of the Lease Deed and thereafter, every year, on or before the date of execution of the Lease Deed.
- (iv) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 12% p.a. (9% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (v) 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 of the Plot.



सहायक महाप्रबंधक (वाणिज्यिक)

LESSOR

3



For WESTRIVER PRIVATE LIMITED

Director/Signatory



- (vi) The Lessor/ Lessee has the option to pay lease rent equivalent to 15 years @ 2.5% of the premium of the Plot per year as "One Time Lease Rent". This option can be exercised by Lessee at any time up to three years from the date of the Lease Deed post which the Lessee can decide to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

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 30% shares in the Lessee. The percentage of shareholding of the lead member shall remain minimum of 30% 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 instalments mentioned in clause (I) above by the dates mentioned therein. If the Lessee fails to pay any instalment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (I) above on the instalment in arrears from the due date till the date of payment provided that in case of failure to pay three consecutive instalments the Lessor may determine the lease with penalties and consequences thereof.
- (c) 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 12% interest (9% normal interest + 3% penal interest) per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.
- (d) The Plot is free from all litigation. The Lessee and/or its allottees 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 demised premises or the buildings to be erected there upon.
- (e) That Lessee will obey and submit to all direction issued or the regulation made by the Lessor, now existing or hereafter to exist so far as the same as incidental to the possession of immovable 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 60 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 60 days from the date of allotment, the total deposited amount or

LESSOR


सहायक महाप्रबंधक (वाणिज्यिक)

For WESTRIVER PRIVATE LIMITED

Director/Signatory



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 Government of India /Reserve Bank of India for the purpose of raising resources, for construction on the allotted Plot. As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to facilitate the loan of the prospective buyers/Sub Lessees, N.O.C. may be issued subject to such terms and conditions as may be decided by the Lessor at the time of granting the permission. 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 up to 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 up-to-date dues of the NOIDA as per Lease Deed.

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 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 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 & direction 2010 (as amended from time to time) 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, NOIDA shall provide the utilities and connection up to the Plot.
 - 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 Part Occupancy / Completion Certificate in maximum five phases within five years from the date of execution of the Lease Deed of the Plot. The "Part Occupancy/Completion Certificate(s)" will be issued by Lessor on the completion of the relevant phase of project and on submission of the necessary documents required for certifying the completion of the relevant phase of project as per prevailing rules.

The Lessee shall be required to complete the construction on allotted Plot as per approved layout plan.

- (j) The lessee shall be required to complete the construction of minimum 20% of the permissible F.A.R. of the allotted Plot as per approved layout plan and get part occupancy/ completion certificate accordingly issued from the building cell of the NOIDA within a period of five years from the date of execution of Lease Deed. The NOIDA shall provide all requisite approvals within 30 days of submission (subject to fulfilment of all requisite conditions and provisions). Any delay with respect to the approvals shall be excluded from the implementation timelines.

Time 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. In case the Lessee completes the project within five years from the date of Lease Deed no extension charges shall be payable. The "Completion Certificate" will be issued by the Lessor on the completion of the Project and on submission of the necessary documents required for certifying the completion of the Project as per prevailing rules. In case the Lessee does not construct any building within the time provided including extension granted, if any, the allotment / Lease Deed as the case may be, shall be liable to be cancelled.

- (k) 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.

1. The Lessee shall indemnify the Lessor against all arising out of:
 - a. The non-completion of the Project;
 - b. The quality of development, construction and maintenance;
 - c. Any legal dispute arising out of allotment, lease and / or Sub Lease to the final purchaser(s).
- (l) The allottee / Lessee can only transfer the whole/part of the building constructed/land parcel of Plot/ FSI thereon with the prior permission of Lessor, after payment of transfer charges as per the prevailing policy of Lessor.
- (m) In addition to the transfer charges as per prevailing policy of Lessor, the allottee / Lessee shall also pay an amount of Rs.10,000/- towards the processing fees.
- (n) All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, Lease Deed etc. shall be binding on the allottee / Lessee, as well as the Sub Lessees/transferees.
- (o) 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.10,000/- will be payable on such transfer.
- (p) The lessee will not be allowed to transfer its shareholding, till the part occupancy certificate/ completion certificate of the project is obtained from the NOIDA. In case the lessee wants to change the shareholding in the company, transfer charges as per prevailing policy will be payable. In case of a partnership firm/Company, any change in constitution as above, may be allowed only with a condition that the original partners/shareholders on the date of submission of tender shall retain a minimum of 51% share of the partnership/shareholding till the completion of the project i.e. upto obtaining the Completion Certificate from NOIDA for the 1st phase. Transfer charges will be charged in proportion to the change in shareholding. Change in shareholding will be allowed only after the prior approval of NOIDA.
- (q) 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 Lessor. Thereafter, the transfer charges shall be payable as per the prevailing policy of the Lessor. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The Allottee / Lessee will be permitted to transfer the built-up space on the fulfilment of the following conditions:
 - (i). The dues of Lessor towards the cost of land shall paid in accordance with the payment schedule specified in the Lease Deed/ Sub Lease Deed before executing



- of Sub Lease Deed of built-up premises.
- (ii). The Lease Deed/ Sub Lease Deed as per rules has been duly executed.
- (iii). The Allottee / Lessee has obtained part occupancy/building completion certificate for the respective phase 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 shall be as per the part occupancy/ 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 Sub Lessee. The Lessee /sub- lessee shall also ensure adherence to the building regulations and direction (as amended from time to time) of the Lessor. All the terms and conditions of the allotment and Lease Deed shall be applicable and binding on Sub Lessee as well.
- (vi). The Sub Lessee shall also be required to pay pro-rata lease rent as applicable. The Sub Lessee shall be required to make the built-up space functional within one year from the date of Sub Lease and submit sufficient documents to Lessor in proof thereof. Thereafter, extension charges, as applicable, shall be payable by Sub Lessee.
- (vii). All the terms and conditions of the brochure, allotment, permission for grant of transfer, Lease Deed etc. shall be applicable on the allottee, Lessee and Sub Lessees.
- (viii). The allottee, Lessee /Sub Lessees are not eligible for any preferential allotment of any residential plot or house under various schemes of Lessor.
- (r) The Lessee and Sub Lessees (transferees) shall not use the Commercial Plot for any purpose other than for which the Commercial Plot has been allotted. In case of violation of any allotment, Lease /Sub Lease condition the allotment, Lease / Sub Lease shall be liable to be cancelled and the possession of the Commercial Plot along with the structures thereon, if any, shall be resumed by the Lessor.
- (s) The Lessee and Sub Lessee(s)/Transferee(s) will be liable to pay all 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. GST shall not be charged by the Lessor but shall remain the liability of the lessee to comply with rules.
- (t) If the lessee and / or Sub Lessee(s) / Transferee(s) fail to deposit the due money/instalment 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 the brochure, allotment letter, Lease Deed, the allotment / lease may be cancelled / determined and 30% of the total premium of the Plot or the premium / instalments deposited till then along with lease rent, interest, extension charges money 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.

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For WESTRIVER PRIVATE LIMITED

Director/Signatory



- (u) The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Lessee, the allotment of the Commercial 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.
- (v) The Lessor reserves the right to all mines, minerals, coals, washing golds, earth, oils, quarries, etc., under the allotted Commercial 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 Commercial 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 the such compensation will be final and binding on the Lessee and all the Sub Lessee(s)/Transferee(s).
- (w) The Lessee shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the Commercial 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 and/or Sub lessee. The Lessee and all the Sub Lessee(s) / Transferee(s) will be personally and severely liable for the payment of the maintenance amount. Lessee/Sub-lessee(s) shall be liable for their maintenance and utilities dues on pro rata basis.
- (x) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted Commercial Plot and the decision of the Lessor shall be final and binding on the lessee and all the Sub Lessee(s) / transferee(s).
- (y) The Lessee/Sub lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses. Lessor shall provide all connections till the Plot.
- (z) In addition to the other specific clauses relating to the cancellation/determination of the Lease Deed, the Lessor will be free to exercise its right of cancellation/determination of lease/allotment in the following case after complying with Principles of Natural Justice:
(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 direction 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/Sub 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 /instalments, lease rent etc for a period of three consecutive instalments.







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/determination, 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 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 byelaws or any other rules framed, or directions issued by the Lessor the lease may be cancelled/determined 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. The lessee and/or Sub Lessee(s) fail to deposit the due money within the given time or such extended period as is allowed by NOIDA or commit any breach of the terms and conditions as laid down in this brochure, allotment/lease shall be liable to be cancelled/determined and 30% of the total premium together with lease rent, interest, extension charges or money deposited, whichever is less shall be forfeited in favour of NOIDA. However, any such action shall be taken only after complying with the Principles of Natural Justice. 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 NOIDA and the lessee shall not be entitled to claim any compensation for the same.

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For WESTRIVER PRIVATE LIMITED


Director/ Auth. Signatory



5. The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the tenderer, allottee, lessee and/or Sub Lessees, the allotment of Plot shall be cancelled and/or lease shall be determined, as the case may be. In addition, the entire money deposited by the tenderer, allottee, lessee and Sub Lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.
6. Not with standing 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 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 without prior consent of the Lessor 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 demises and thereupon if:
- a. 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 Lessor.
- b. 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 shall to purchase the said erection buildings and fixtures upon the Commercial 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.

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FOR WESTRIVER PRIVATE LIMITED

LESSEE
Director/ Auth. Signatory



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.

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 Lessee shall be liable for the same.
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 from time to time, as may be considered just or/and expedient as mutually agreed between the parties. However, such changes shall be made in writing and executed by both the Parties.
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 Hon'ble High Court of Judicature at Allahabad.
13. The allotment of the Plot or handing over the possession of the allotted Plot by NOIDA or payment of dues as provided under this Deed, is prevented or restricted or interfered with by reason of Force Majeure such as war, terrorist attacks, revolution, strike, civil commotion, acts of public enemies, acts of God, natural calamities, blockade or embargo (each a "Force Majeure Event") or any circumstances beyond NOIDA's control, entire money and/or the deposits, as the case may be, will be refunded to the Lessee, as per the prevailing policies of NOIDA.
14. Allotment of the subject Plot or 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/Sub 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 cost and charge the damages from the Lessee/Sub 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 levied 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 governed by the provisions of the U.P. Industrial Area Development Act, 1976

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For WESTRIVER PRIVATE LIMITED


LESSEE
Director/ Auth. Signatory



and the Rules & Regulations made thereunder. As amended from time to time.

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. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the Lessee/ Sub Lessee(s) to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance removed at the Lessee/ Sub-Lessee(s) cost and charge damages from the Lessee/ Sub-Lessee(s) during the period of existence of the nuisance.
22. Any dispute between the Authority and Lessee/ Sub-Lessee(s) shall be subject to the territorial jurisdiction of the Civil Courts District Gautam Budh Nagar or by the Hon'ble High Court of Judicature at Allahabad
23. The Lease Deed/allotment 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.
24. The NOIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
25. Commercial premises/ residential premises as per the plans of the allottee approved by NOIDA shall be used for commercial/residential purpose only. In case of default, the Lease Deed is liable to be cancelled and the Lessee/ Sub- lessee(s) will not be paid any compensation thereof.
26. Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
27. The NOIDA in larger public interest may take back the possession of the land/building by paying such compensation as may be decided by an Independent Valuer. Further, the decision of the Authority to repossess the land/ building shall be subject to judicial review, and any and all disputes arising in connection with such repossession shall be decided by the courts of competent jurisdiction.

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LESSOR सहायक महाप्रबंधक (वाणिज्यिक)

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For WESTRIVER PRIVATE LIMITED

Director/ Auth. Signatory



28. In case NOIDA is not able to give possession of the land in any circumstances, deposited money will be refunded to the Allottee in terms of the policy of NOIDA as prevailing at the relevant time.
29. Noida shall continuously be responsible for handing-over the vacant possession of the Plot to the Lessee.
30. The Allottee shall be responsible to inform NOIDA within 7 days about initiation of CIRP, if any and adhere to the concern clauses to scheme brochure of Scheme Code 2022-2023 (Commercial Builder Plot-I)
31. The Lessee shall abide by all the regulations, bye-laws, and guidelines of the Lessor framed/ issued under the Scheme Code 2022-2023 (Commercial Builder Plot-I) brochure and U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.
32. Display or exhibiting of advertisement will be governed by the Outdoor Policy of Lessor.
33. In case of non-compliance of these terms and conditions, and any directions of the Lessor, the Lessee shall have the right to impose such penalty as it may consider just and/or expedient.

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


सहायक महाप्रबंधक (वाणिज्यिक)

For and on behalf of Lessor

Witness 1

Name: PRATEEK GUPTA
Son of: SANJAY GUPTA
Address: 113, 1st floor Gopal
PARK KRISHNA NAGAR
DELHI - 110051


Signature:

For WESTRIVER PRIVATE LIMITED


Director/Authorized Signatory

For and on behalf of Lessee

Witness 2

Name: ARIHANT JAIN
Son of: SH. J. K. JAIN
Address: 28A K.G.
MARG NEW
DELHI 110001


Signature:

उक्त भूखंड के विरुद्ध आवंटी द्वारा ब्याज की मद में किसी धनराशि का भुगतान नहीं किया गया है तथा वर्तमान में उक्त भूखंड पर ब्याज की देयता नहीं बनती है। साथ ही उक्त भूखंड का कब्जा पट्टा प्रलेख निष्पादन के उपरांत आवंटी को हस्तगत कराया जाएगा।


सहायक महाप्रबंधक (वाणिज्यिक)

LESSOR

For WESTRIVER PRIVATE LIMITED


Director/Authorized Signatory

LESSEE

आवेदन सं०: 202300743017620

बही संख्या 1 जिल्द संख्या 13393 के पृष्ठ 283 से 322 तक क्रमांक 1618 पर दिनांक 21/03/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



के० एन० सिंह

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

21/03/2023

