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NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

MAIN ADMINISTRATIVE BUILDING, SECTOR 6, NOIDA
GAUTAM BUDDH NAGAR 201304

REGISTERED

No Noida/ Res.Plot/2007/
Date 23/03/2007

Possession Order

Residential Group Housing Property No 119/GH-002 measuring an area of 72594.0 Sqm has been allotted in favour of Mr/Mrs/M/s IVRCL INFRASTRUCTURES & PROJECTS LTD AUTH SIGN. M S RAO S/o, W/o SH M VENKIAH R/o GM, P-2, 1ST FLOOR GREEN PARK EXTN NEW DELHI Lease Deed of the above plot has been executed on 23/03/2007. Allottee is directed to take physical possession of above plot within 15 days from the date of issue of this letter otherwise penalty as per rules payable by the allottee.

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

Yours faithfully

Asstt. Law Officer
Res. Plts

Copy to:-

1. Circle incharge _____ alongwith attested photo and signature of the allottee with direction to hand over the possession of above plot to the allottee.
2. Allottee.


Asstt. Law Officer V AJ
Asstt. Res. Plots Officer
NOIDA

ओखला औद्योगिक विकास प्राधिकरण, नौएडा
सिविल निर्माण खण्ड-चतुर्थ
मुख्य प्रशासनिक भवन, सेक्टर-6, नौएडा

कब्जा प्रमाण पत्र

आवंटी का नाम एवं पता :-

पत्रांक - 3338/NOIDA/Res. Plots/07
दिनांक - 23-03-2006

M/S IVRCL Infrastructures & Projects Ltd
Auth Sign, Sh. M.S. Rao S/O Sh. M. Venkiah
R/O GM, P-2, 1ST Floor Green Park Extn
New Delhi

मुखण्ड नम्बर - GH-002, सेक्टर -119, नौएडा।

मुखण्ड की स्थिति	मुखण्ड का क्षेत्रफल वर्ग मीटर	टिप्पणी
उत्तर - As per Site दक्षिण - As per Site पूर्व - As per Site पश्चिम - As per Site	= 72594.00 Sqm.	

मै/हम ने मुखण्ड नम्बर - GH-002, सेक्टर -119, का कब्जा दिनांक -28-03-2007 को ले लिया है।
मै/हम ने इस मुखण्ड के आकार, क्षेत्रफल तथा निशानदेही से सहमत हैं/हूँ। तथा इस मुखण्ड पर किसी प्रकार का
अतिक्रमण नहीं है।

कब्जा देने वाले के हस्ताक्षर

अवर अभियन्ता
सि.नि.खं.-4, नौएडा

सहायक परियोजना अभियन्ता
सि.नि.खं.-4, नौएडा

कब्जा प्राप्त करने वाले के हस्ताक्षर

मुखण्ड स्वामी

पत्रांक. 2 / नौएडा/प.अ./सि.नि.खं.-4/2007/कैम्प/स.प.अ.-वी/

दिनांक 28.3.07

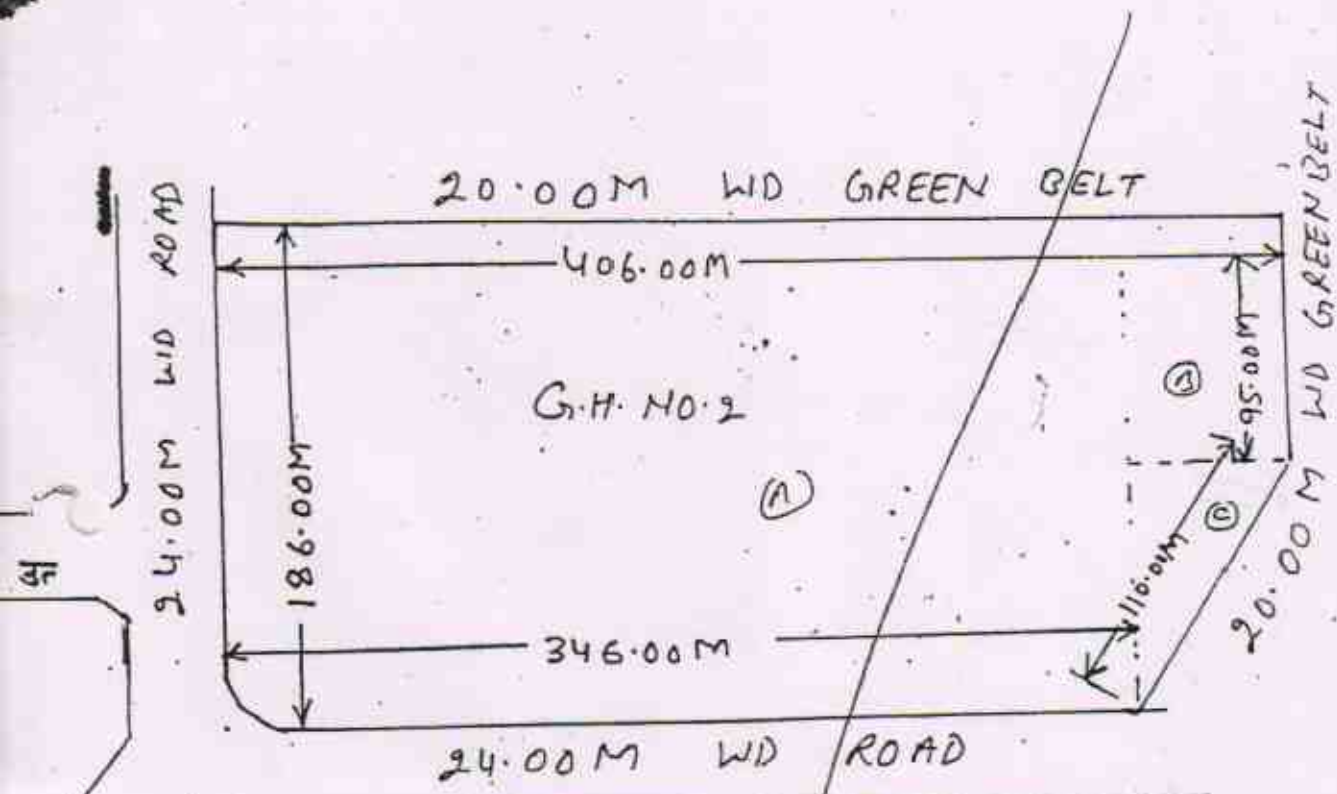
प्रतिलिपि:-

1. मुखण्ड स्वामी।
2. विकास प्रबन्धक (आ.भू.)।
3. सहायक परियोजना अभियन्ता (वी.)।
4. अवर अभियन्ता।

परियोजना अभियन्ता
सि.नि.खं.-4, नौएडा

TO SCALE)

PLOT AREA = 72594.00 Sq. m



Calculation of Area

$$A = 346.00 \times 186.00 = 64356.00 \text{ Sq. m}$$

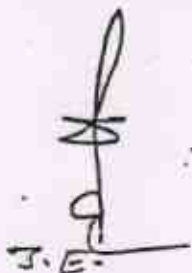
$$B = 60.00 \times 95.00 = 5700.00 \text{ Sq. m}$$

$$C = \frac{1}{2} \times 60.00 \times 91.00 = 2730.00 \text{ Sq. m}$$

$$\text{deduction curve} = \frac{24.00 \times 24.00}{3} = (-) 192.00$$

$$72594.00$$

Note: The site Plan, has been prepared on the basis of Lay-out plan (Not yet approved). The Plan bases on actual dimensions shall be issued after development of Sec-119 Noida.



Carried over

28/11/16
A.P.E.(V)

1055

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



RS. 50



INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

F 383564

Stamp Duty Paid in Cash Certificate in

IVRCL Infrastructures & Projects Ltd. New Delhi

Issued in pursuance of the order of the Collector No. 20510/8 Passed under section 10-A of the Stamp Act. It is certified that an amount of Rs. 928,30,500/- (In Words Rs. Nine Crore Twenty Eight Lac thirty thousand five hundred only) has been Paid in Cash as Stamp duty in respect of this instrument in the State Bank of India/Cash-Treasury at ... by challan No. 03.... Dated 22/03/07 A Case Dated.....

hundred only)

Officer Incharge

Chief Treasury Officer

Gautam Bhat Nagar, No 40

23/03/07

LEASE DEED IN RESPECT OF PLOT NO. GH002, SECTOR 119, NOIDA

For IVRCL Infrastructures & Projects Ltd.



Authorized Signatory

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LEASE DEED

This Lease Deed made on 23rd day of March (Two thousand and Seven) 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 successors, assigns) of the one part and M/s IVRCL Infrastructures & Projects Limited, having its registered office at M-22/3RT, VIJAY NAGAR COLONY, HYDERABAD -500057 through Authorised signatory Sh M.S.RAO S/o Sh M.Venkiah, GENERAL MANAGER, P-2, 1ST FLOOR GREEN PARK EXTN. NEW DELHI 110016 duly authorized by the board of Directors vide Resolution _____ (hereinafter called the Lessee which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns of the other part.)

For IVRCL Infrastructures & Projects Ltd.



Authorised Signatory

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WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and development by the Lessor for the purpose of setting up an urban and industrial township.

ANDWHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing residential building according to the set backs and building plan approved by the lessor.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

This in consideration of the premium of Rs. 1,04,53,87,200.00 (Rupees One Hundred Four Crores Fifty Three Lacs Eighty Seven Thousand Two Hundreds only) out of Rs 41,87,28,000.00 (Rupees Forty One Crores Forty Seven Lacs & Twenty Eight Thousands Olny) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor both hereby acknowledge) and balance Rs. 62,66,59,200/- (Rupees Sixty Two Crores Sixty Six Lacs Fifty Nine Thousand & Two Hundred only) is to be paid by the Lessee within manner hereinafter provided installments on the dates specified below along with installments @ 11%p.a. compounded every half yearly from the date of allotment, on the timely payment. If the lessee fails to deposit installments with interest by the specified dates, the interest on default amount for delayed period shall be charged @ 14% p.a. compounded half yearly instalments are payable as schedule given below.

For IVRCL Infrastructures & Projects Ltd.

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Sl.No.	Due date	Installment	Interest	Total
1	04.04.2007	78332400.00	34466256.00	112798656.00
2	04.10.2007	78332400.00	30157974.00	108490374.00
3	04.04.2008	78332400.00	25849692.00	104182092.00
4	04.10.2008	78332400.00	21541410.00	99873810.00
5	04.04.2009	78332400.00	17233128.00	95565528.00
6	04.10.2009	78332400.00	12924846.00	91257246.00
7	04.04.2010	78332400.00	8616564.00	86948964.00
8	04.10.2010	78332400.00	4308282.00	82640682.00

The amount deposited by the allottee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the allottee contrary to this will be entertained.

EXTENSION OF TIME

1. Extension for depositing reservation money, allotment amount shall not be allowed under any circumstances. In case of default, the allotment offer will be cancelled without any further notice and the amount equivalent to registration money shall be forfeited. Extension can be given only for payment of installments as per terms of brochure of the scheme.
2. All payments should be remitted by due date. In case the due date is a bank holiday then the allottee ensure remittance on the next

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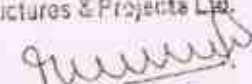
working day. In exceptional circumstances, the time of deposit for the payment of due amount may be extended by the Chief Executive Officer of the Authority. However, in such cases of time extension, interest @ 14% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.

Extension of time, in any case, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule. This provision will not apply in case of registration money, reservation and allotment money.

3. All payment should be made through a demand draft/pay order drawn in favour of NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY and payable at any scheduled bank located in New Delhi/Delhi/Noida.
4. The payment made by the allottee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
5. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor both hereby demise on lease to the lessee that plot of land numbered as Group

For IVRCL Infrastructures & Projects Ltd.


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Housing Plot No. GH-002, Sector 119 in the New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar (U.P.) contained by measurement 72594.00 sq. mtrs. be the same a little more or less 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

And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

l) TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances upto the lessee for the term of 90 (ninety) years commencing from 23rd March 1977 except and always reserving to the Lessor.

a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.

b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things

For IYRCL Infrastructures & Projects Ltd.

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Authorised Signatory

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which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final binding on the Lessee.

II) AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of March for each year the yearly lease rent indicated below:-

Lessee has paid Rs 11,49,92,642.00 (Eleven Crores Forty Nine Lacs Ninty Two Thousand Six Hundred & Forty Two only) as one Time Lease Rent. That is the annual lease rent of 1% of total premium multiplied by 11 times.

- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or

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Poz India Infrastructures & Projects Ltd.



Signature

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any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for delayed period. In case lessee fails to pay the above charges it would be obligatory on the part or its members to pay proportional charges for the allotted areas.

c) The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevalling and under mentioned terms & conditions to the lessor. Further transfer/sub lease shall be governed by the transfer policy of the Authority.

i) Such allottee should be citizen of India and competent to contract.

ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.

iii) The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building

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constructed thereon before making payment of the full premium of the plot to the Authority. However after making payment of the full premium of the plot to the Authority permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the authority shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer

The permission to transfer the part or the built up space will be granted subject to execution of tripartite lease deed which shall be executed in a form and format as prescribed by the lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made full payment of the plot premium, interest and one time lease rent.
- b) Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Lessee has obtained building occupancy certificate from Building Cell, NOIDA.

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- d) The lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate
- e) The Sub-Lessee undertake to put to use the premises for the residential use only.
- f) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between lessor, lessee and proposed transferee (sub-lessee). The Lessee/ sub lessee shall also ensure adherence to the building regulations and directions of the lessor. The lessee as well as sub lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the lessor/ Government of U.P.

The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-lessee shall be allowed without any transfer charges but sub lease deed will be executed between the lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the

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time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats will be permitted to be given after execution of sublease deed. Every sale done by the lessee shall have to be registered before the physical possession of the flat is handed over.

- g) A preliminary layout plan shall be submitted by Lessee within 3 months from the date of possession and shall start construction within 6 months from the date of possession. Date of execution of lease deed shall be treated as date of possession. In case the proposed layout plan required some modifications as per the buildings bye laws at the time of allotment, the same shall be modified as per the building byelaws of the Lessor at the time of allotment, the same shall be modified by the lessor and binding upon the lessee (sub lessee).
- h) The lessee shall be required to complete the construction of Group housing pocket on allotted plot within 4 year from the date of execution of lease deed as per terms of brochure of scheme and approved layout plan and get the occupancy certificate from the office of Building Cell of the lessor.

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i) All the peripheral/external development works as may be required to be carried out upto allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the lessor/authority at its own cost. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the lessee.

j) Without prejudice to the Authority's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum of another three years only with penalty as under:

- For first year the penalty shall be 4% of the total premium
- For second year the penalty shall be 5% of the total premium
- For third year the penalty shall be 6% of the total premium
- Extension for more than three years as stated above will not be permitted under any circumstances.

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- k) That in case the lessee does not construct building within the time provided for above, the allotment/deed of lease as per the case may be shall be liable to be cancelled and his interest in the property will be determined.

MORTGAGE:

The lessee may, with prior permission of the Authority/Lessor, mortgage the land to any Government recognized institution for raising loan for the purpose of financing his investment in the project or to issue NOC to mortgage the said land to facilitate the housing loans of the financial purchasers subject to such terms and conditions as may be decided by the Authority at the time of granting the permission.

Provided that in the event of sale or fore closure of the mortgaged/charged property the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, 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 Authority/lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

The Authority's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before

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shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.

Any change in the above shall be binding on the lessee/sub lessee.

TRANSFER OF PLOTS

The transfer of allotted group housing plot, as a whole will not be allowed under any circumstances. However, individual dwelling unit flat will be transferable with prior approval of the Authority as per the following conditions:-

- (i) The dues of NOIDA towards cost of land shall be fully cleared before realizing full payment and/or executing of sub-lease deed of the flat.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate by lessee.
- (iv) The sub lessee undertakes to put to use the premises for the residential use only.

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- (v) The lessee has obtained building occupancy certificate from Building Cell Noida.
- (vi) First sale/transfer of a flat to an allottee shall be through a sub-lease/lease deed to be executed on the request of the lessee in writing.
- (vii) No transfer charges will be payable in case of first sale (original booking) however, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.

MISUSE, ADDITIONS, ALTERATIONS ETC.

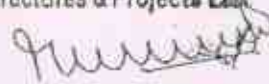
The lessee shall not use the flat for any purpose other than residential. Sub division or amalgamation of group housing plot or flats shall not be permitted.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with structure thereon, if any, shall be resumed by the Authority/lessor.








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The lessee will not make, any alternation or additions to the said building or other erections for the time being on the demised premises, erect or permitted to erect any new building on the demised premises without the prior written consent of the Lessor except in accordance with the terms of such permission in writing, if any, approved by the Lessor, in that behalf and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of allottee/lessee who hereby agrees to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

LIABILITY TO PAY TAXES

The lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

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Authorised Signatory

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OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the 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 allottee/Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/Authority on the amount of such compensation shall be final and binding on the lessee/sub-lessee.

MAINTENANCE

1. The lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.

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For IVRCL Infrastructures & Projects Ltd.

[Signature]
Authorised Signatory



[Signature]

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2. That the lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
- b. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
 - c. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
3. That the lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Authority framed/issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of Authority, the Authority shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
5. The lessee/sub lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer, Noida will have power to get the

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Authorized Signatory

maintenance done through the Authority and recover the amount so spent from the lessee/sub lessee. The lessee/sub lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of UP flat ownership act 1975 shall be applicable on the lessee/sub lessee. No objection on the amount spent for maintenance of the building by the lessor shall be entertained, decision of the Chief Executive Officer, Noida in this regard shall be final.

CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Authority/Lessor, as the case may be will be free to exercise its right of cancellation of lease/allotment in the case of:-

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by any authority or by any other statutory body.
3. Default on the part of the applicant/allottee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.

For IVRCL Infrastructures & Projects Ltd.

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4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Authority with structure thereon, if any, and the lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in sub clause 1 above, then the entire amount

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

OTHER CLAUSES

1. The Lessor reserves the right to make such decisions/additions/alternations or modifications in the terms and conditions of allotment/lease from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Authority shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment or

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facilitate the lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a. if the delay in refund is more than one year from such date.

4. If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the lessee's cost and charge damages from the lessee during period of submission of nuisance.
5. The Lease agreement/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/or regulations made or directions issue, under this Act.
6. The Lessor will monitor the implementation of the project. In case of non commitment to implement the project within the time limits prescribed, lessor have right to cancel the allotment of plot.
7. The allottees of the lessee shall be liable to pay all taxes/charges leviable from time to time to NOIDA or any other authority duly empowered by them to levy the tax/charges.
8. Dwelling units flats/houses shall be used for residential purpose only. In case of default, a penalty extended upto Rs.500/- per day may be imposed upon the defaulter. However, the minimum penalty would be Rs. 50/- per day. Use of the premises for purpose

For IVRCL Infrastructures & Projects

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other than residential use would render the allotment/lease liable for cancellation and the Allottee/Lessee will not be paid any compensation thereof.

9. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
10. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be canceled and entire money deposited shall be forfeited.
11. The Lessee shall be bound to adhere to all the terms and conditions of the lease deed. In case of breach of all/any terms and conditions of the allotment, lease hold rights of the demised premises are found or have been accrued by way of misrepresentation/concealment/fraud suppression of material facts or misstatements, cancellation/determination of the lease may be exercised and the entire money shall be forfeited and the possession of the demised premises may be resumed by the lessor. In the event of the waiver/restoration being allowed by the lessor on account by any exceptional circumstances restoration charges will be recovered in lumpsum as applicable at the time of restoration. In the event of determination of the lease deed the following consequences shall follow:-

- a) If at the time of re-entry the demised premises are not occupied by way of any building construction by the lessee thereon the lessor may re-allot the demised premises and refund the

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payment already made by the lessee after deduction of 25% of the amount deposited.

- b) If at the time of re-entry the demised premises are occupied by any building constructed by the lessee thereon the lessee shall within a period of three months from the date of re-entry remove the same from the demised premises all erection or building fixture charges and things which at any time and during the said terms shall have affixed or set up within or upon the said premises and leave the said premises in as good condition as it was on the date of demise. In default of the lessee doing so all such building and fixtures shall become the property of the lessor without the erections buildings fixtures and thing within a period herein before specified, the demised premises shall be re-allotted and the lessor shall refund such amounts as may work out in accordance with the principle given in clause (a) above purchase the said erection building and fixtures upon payment to the premises as may be mutually agreed upon. Any loss suffered by the lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the lessor from the lessee.

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- c) The lessor shall be entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other right under any other law for the time being in force.
- d) All notices, order and other documents required under terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act of 1976) and or any rules or regulations made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act 1973, as re-enacted and modification by the Uttar Pradesh President's Act (Re-enactment with modification Act U.P. Act 30 of 1974)
- e) The provision of UP Industrial Area Development Act 1976 and rules/regulations named under the Act or any direction issue shall be binding on the lessee.
- f) All power exercised by the lessor under this lease may be exercised by the Chief Executive Officer/Chairman of the lessor. The Lessor may also authorize any of its officers to exercise all or any of the power exercisable by it under this lease provided that the expression Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the Chief Executive officer/Chairman.

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- g) The cost of stamp duty and registration charges and all other incidental expenses of this lease deed shall be borne by the lessee.
- h) Any relaxation, concession or indulgence granted by the lessor to the Lessee shall not in anyway prejudice the legal rights of the lessor.
- i) Any dispute arising with regard to this lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of Judicature at Allahabad.
- j) In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer/Chairman of the lessor shall be final and binding on both the parties.
- k) All terms and conditions of brochure, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.
- l) That in larger public interest lessor may take the possession on land /building by making payment at the prevailing rate.
- m) In case the lessor is not able to give possession of the land in any circumstance, deposited money will be refunded to the lessee with simple interest.

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For IVRCL Infrastructures & Projects Ltd

Authorized Signatory


Authorized Signatory

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

In presence of:

Witnesses: PRAMOD KUMAR SRIVASTAVA Signed and delivered

Address RZ- 65, Khushi Ram Park for and on behalf of LESSOR
Uttam Nagar, New Delhi

Witnesses: BHASKERA CHARYA
COHA

Address: 108/2, GROUND FLOOR
MADANGIR, NEW DELHI-62

For IVRCL Infrastructures & Projects Ltd.

Authorized Signatory

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

For and on behalf of the LESSEE
LESSOR

For and on behalf of the

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