

LEASE DEED

This Lease Deed is made on this 10th day of December 2009 between Yamuna Expressway Industrial Development Authority, an Authority constituted under the provisions of the U.P. Industrial Area Development Act, 1976 and having its Office at A-1, First Floor Commercial Complex, Sector-Beta-II, Greater Noida, Distt Gautam Budhnagar, Uttar Pradesh (hereinafter referred to as "Lessor" which expression shall, unless repugnant to the context mean and include its successors)

AND

M/s Maruti Educational Trust , a Trust registered under the provisions of the Indian Trusts Act, having its Registered Office at Raghunath Sadan, Gopal Ganj, Sarai Lavaria, Aligarh 202 001 , through its Managing Trustee Sh. Nishant Singhal s/o Shri Ramesh Chand Singhal, Gopal Ganj, Sarai Lavaria Aligarh (U.P.) duly authorized vide Resolution No. M.E.T.-2 passed by the said trust in its Quarterly Meeting of the board of Trustees on 14th Oct.2009 , (hereinafter referred to as the "Lessee", which expression shall, unless repugnant to the context mean and include its successor

WHEREAS

1. In response to the Notice Inviting Applications by the Lessor, for allotment of 25 – 250 Acres Plot in the Development Area of the LESSOR , in accordance with the Brochure of the said Scheme, the Lessee had applied for allotment of a plot of 75 Acres with Institutional as the Core Activity (hereinafter referred to as the demised plot)
2. The Lessor, vide Allotment Letter No 344/YEA/2009 dated 20.11.2009, has allotted to the Lessee Plot No 01 in Sector 17A, having an area of 75 Acres on the terms and conditions set out in the said Allotment Letter and the Brochure of the Scheme , for a period of 90 years on lease basis , inter alia, at premium of Rs.1,055/- (Rs. One thousand and Fifty five only) per sq. mtr. and external development charges @ of Rs.574/- (Rs. Five Hundred Seventy four Only) per sq. mt and lease rent @ 2.5% of total premium of plot per year.
3. The Lessor , being the lawful owner of the Demised plot and has a valid right, title and interest therein and is competent to lease the same to the Lessee, has agreed to demise and the Lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the core activity of Institutional and construction of a building

for and other permissible internal development activity in accordance with the Building Plans to be approved by the Lessor in respect of the demised plot.

NOW THEREFORE THIS WITNESSETH AS UNDER :

I. That in consideration of :

(A) the premium of Rs- 32,02,18,875/- (Rupees Thirty two crore two lacs eighteen thousand eight hundred seventy five only) out of which an amount equivalent to 10% of the total premium of plot has been paid by the Lessee as reservation money and the lessor hereby acknowledges the receipt thereof, and balance amount of 90% to be paid by the lessee in installments as indicated below along with interest @ 12% p.a. (for availing the facility of payment of the premium in installments). In case of default in payment of installment(s) interest @ 15% per annum compounded every half yearly would be chargeable on the installment amount for the period of delay of each installment.

(B). The external development charges @ Rs. 574/- (Rs. Five hundred seventy four only) per square meter to be paid in 20 equal half yearly installments along with interest on reducing balance at an interest rate of 12 % or SBI PLR whichever is higher as per the Schedule prescribed hereafter and in case of default in payment of any installment further interest @ 15% or 3 % above the SBI PLR which ever is higher, shall be charges on the amount for the defaulted period.

(C). The lease rent @ Rs. 2.5% of the premium per annum, payable from the date of execution of the lease deed and shall be payable annually in advance and in case of default in payment of any installment, further interest @ 15% or 3 % above the SBI PLR, which ever is higher, shall be charged on the defaulted amount for the defaulted period. The LESSEE shall have the option to pay one time lease rent namely a lump sum amount equivalent to 11 times the annual lease rent any time after the execution of the lease deed. It is made clear and also agreed to by the lessee that payments made by the lessee in previous years, as annual lease rent, shall not be adjustable in the event, later on, the lessee decides to pay one time annual lease rent. It is also agreed that if the Lessee wishes to mortgage the land for the purpose of raising a loan etc., they shall have to deposit the one time lease rent before initiating the mortgaging process.

1. Payment Schedule of Land Premium:

Sl.No	Payment Date	Opening Bal.	EMI	Principal	Interest	Closing bal.
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8

13. the sub lease / assignment / mortgage etc shall only be for the expired period of this lease deed. Such instrument shall automatically stand determined upon the expiry of the period of this lease deed.

V AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING: -

A. Any losses suffered by the lessor on a fresh grant of demised premises for breach of these conditions on the part of the lessee or any persons claiming through or under him shall be recoverable by the lessor from the lessee or the person claiming under the lessee.

B. All notices, orders and other documents required under the terms of this lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any Rules or Regulations or Directions made thereunder shall be deemed to be duly served as provided u/s 43 of the Uttar Pradesh Urban Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P. Act No. 30 of 1974).

C. All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the lessor. The lessor may also authorise any of its other officers to exercise all or any of the power exercisable by it under this lease.

PROVIDED that, the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

D. All dues payable to the lessor shall be recoverable as arrears of land revenue.

E. The entire legal expenses of execution of this lease deed, including the stamp duty and registration charges, shall be borne by the lessee.

F. Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal rights of the lessor.

G. The Chief Executive Officer or the lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.

4

1.	20-May-10	288,196,988.00	25,126,327.00	7,834,508.00	17,291,819.00	280,362,480.00
2.	20-Nov-10	280,362,480.00	25,126,327.00	8,304,578.00	16,821,749.00	272,057,902.00
3.	20-May-11	272,057,902.00	25,126,327.00	8,802,853.00	16,323,474.00	263,255,049.00
4.	20-Nov-11	263,255,049.00	25,126,327.00	9,331,024.00	15,795,303.00	253,924,025.00
5.	20-May-12	253,924,025.00	25,126,327.00	9,890,855.00	15,235,442.00	244,033,140.00
6.	20-Nov-12	244,033,140.00	25,126,327.00	10,484,339.00	14,641,988.00	233,548,801.00
7.	20-May-13	233,548,801.00	25,126,327.00	11,113,399.00	14,012,928.00	222,435,402.00
8.	20-Nov-13	222,435,402.00	25,126,327.00	11,780,203.00	13,346,124.00	210,655,199.00
9.	20-May-14	210,655,199.00	25,126,327.00	12,487,015.00	12,639,312.00	198,168,184.00
10.	20-Nov-14	198,168,184.00	25,126,327.00	13,236,236.00	11,890,091.00	184,931,948.00
11.	20-May-15	184,931,948.00	25,126,327.00	14,030,410.00	11,095,917.00	170,901,538.00
12.	20-Nov-15	170,901,538.00	25,126,327.00	14,872,235.00	10,254,092.00	156,029,303.00
13.	20-May-16	156,029,303.00	25,126,327.00	15,764,569.00	9,361,758.00	140,264,734.00
14.	20-Nov-16	140,264,734.00	25,126,327.00	16,710,443.00	8,415,884.00	123,554,291.00
15.	20-May-17	123,554,291.00	25,126,327.00	17,713,070.00	7,413,257.00	105,841,221.00
16.	20-Nov-17	105,841,221.00	25,126,327.00	18,775,854.00	6,350,473.00	87,065,367.00
17.	20-May-18	87,065,367.00	25,126,327.00	19,902,405.00	5,223,922.00	67,162,962.00
18.	20-Nov-18	67,162,962.00	25,126,327.00	21,096,549.00	4,029,778.00	46,066,413.00
19.	20-May-19	46,066,413.00	25,126,327.00	22,362,342.00	2,763,985.00	23,704,071.00
20.	20-Nov-19	23,704,071.00	25,126,327.00	23,704,071.00	1,422,244.00	

2 Payment Schedule of Land Premium(if Moratorium Period availed)

Sl.No	Payment Date	Opening Bal.	EMI	Principal	Interest	Closing bal.
1.	20-May-10	288,196,988.00	-	-	17,291,819.00	288,196,988.00
2.	20-Nov-10	288,196,988.00	-	-	17,291,819.00	288,196,988.00
3.	20-May-11	288,196,988.00	-	-	17,291,819.00	288,196,988.00
4.	20-Nov-11	288,196,988.00	-	-	17,291,819.00	288,196,988.00
5.	20-May-12	288,196,988.00	-	-	17,291,819.00	288,196,988.00
6.	20-Nov-12	288,196,988.00	-	-	17,291,819.00	288,196,988.00
7.	20-May-13	288,196,988.00	31,005,647.00	13,713,828.00	17,291,819.00	274,483,160.00
8.	20-Nov-13	274,483,160.00	31,005,647.00	14,536,657.00	16,468,990.00	259,946,503.00
9.	20-May-14	259,946,503.00	31,005,647.00	15,408,857.00	15,596,790.00	244,537,646.00
10.	20-Nov-14	244,537,646.00	31,005,647.00	16,333,388.00	14,672,259.00	228,204,258.00
11.	20-May-15	228,204,258.00	31,005,647.00	17,313,392.00	13,692,255.00	210,890,866.00
12.	20-Nov-15	210,890,866.00	31,005,647.00	18,352,95.00	12,653,452.00	192,538,671.00
13.	20-May-16	192,538,671.00	31,005,647.00	19,453,327.00	11,552,320.00	173,085,344.00
14.	20-Nov-16	173,085,344.00	31,005,647.00	20,620,526.00	10,385,121.00	152,464,818.00
15.	20-May-17	152,464,818.00	31,005,647.00	21,857,758.00	9,147,889.00	130,607,060.00
16.	20-Nov-17	130,607,060.00	31,005,647.00	23,169,223.00	7,836,424.00	107,437,837.00
17.	20-May-18	107,437,837.00	31,005,647.00	24,559,377.00	6,446,270.00	82,278,460.00
18.	20-Nov-18	82,278,460.00	31,005,647.00	26,032,939.00	4,972,708.00	56,845,521.00
19.	20-May-19	56,845,521.00	31,005,647.00	27,594,916.00	3,410,731.00	29,250,605.00
20.	20-Nov-19	29,250,605.00	31,005,647.00	29,250,605.00	1,755,036.00	

3. Payment Schedule of EDC

Sl.No	Payment Date	Opening Bal.	EMI	Principal	Interest	Closing Gal.
1.	20-May-10	174,223,350.00	15,189,586.00	4,736,185.00	10,453,401.00	169,487,165.00
2.	20-Nov-10	169,487,165.00	15,189,586.00	5,020,356.00	10,169,230.00	164,466,809.00
3.	20-May-11	164,466,809.00	15,189,586.00	5,321,577.00	9,868,009.00	159,145,232.00
4.	20-Nov-11	159,145,232.00	15,189,586.00	5,640,872.00	9,548,714.00	153,504,360.00
5.	20-May-12	153,504,360.00	15,189,586.00	5,979,324.00	9,210,262.00	147,525,036.00

6.	20-Nov-12	147,525,036.00	15,189,586.00	6,338,084.00	8,851,502.00	141,186,952.00
7.	20-May-13	141,186,952.00	15,189,586.00	6,718,369.00	8,471,217.00	134,468,583.00
8.	20-Nov-13	134,468,583.00	15,189,586.00	7,121,471.00	8,068,115.00	127,347,112.00
9.	20-May-14	127,347,112.00	15,189,586.00	7,548,759.00	7,640,827.00	119,798,353.00
10.	20-Nov-14	119,798,353.00	15,189,586.00	8,001,685.00	7,187,901.00	111,796,668.00
11.	20-May-15	111,796,668.00	15,189,586.00	8,481,786.00	6,707,800.00	103,314,882.00
12.	20-Nov-15	103,314,882.00	15,189,586.00	8,990,693.00	6,198,893.00	94,324,189.00
13.	20-May-16	94,324,189.00	15,189,586.00	9,530,135.00	5,659,451.00	84,794,054.00
14.	20-Nov-16	84,794,054.00	15,189,586.00	10,101,943.00	5,087,643.00	74,692,111.00
15.	20-May-17	74,692,111.00	15,189,586.00	10,708,059.00	4,481,527.00	63,984,052.00
16.	20-Nov-17	63,984,052.00	15,189,586.00	11,350,543.00	3,839,043.00	52,633,509.00
17.	20-May-18	52,633,509.00	15,189,586.00	12,031,575.00	3,158,011.00	40,601,934.00
18.	20-Nov-18	40,601,934.00	15,189,586.00	12,753,470.00	2,436,116.00	27,848,464.00
19.	20-May-19	27,848,464.00	15,189,586.00	13,518,678.00	1,670,908.00	14,329,789.00
20.	20-Nov-19	14,329,789.00	15,189,586.00	14,329,786.00	859,787.00	

The Lessor doth hereby demise and lease to the lessee, all that plot of land on "as is where is basis" mentioned as **Plot No 01 , Sector-17A**, situated in Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar, (UP) contained by admeasurements 303525 Sqm be the same, a little more, or less, and bounded as below,

Admeasuring -303525 Sqm.

ON THE NORTH BY - as per lease plan

ON THE SOUTH BY - as per lease plan

ON THE EAST BY - as per lease plan

ON THE WEST BY - as per lease plan

and which said plot is more clearly delineated and shown in the attached plan and therein marked red. If the area of plot allotted varies (increase or decrease) at the time of handing over the actual physical possession of the plot, then the premium of the plot shall stand varied proportionately. In such an event, if required, a correction deed shall be executed by the parties hereto .

II. The Lessee shall, at its own cost plan and carry out the internal development the demised plot by adhering to land use percentages mentioned herein below :-

A. Key Activity

% of Total Area

minimum 75 %

(Including circulation and open
space as per development plan
norms and bye laws)

B. Other Activities

maximum 25%

(Including circulation and open
space as per development plan
norms and bye laws)

(i) Commercial

Maximum 10%

(ii) Residential including group housing
and plotted Development area

Maximum 10%

(iii) Institutional facilities

Maximum 5%

**III. AND THE LESSEE BOTH HEREBY DECLARE AND COVENANT WITH
THE LESSOR IN THE MANNER FOLLOWING:**

(A). The lessor reserves the rights and title to all mines, minerals, coals, washing gold, earth oils, quarries in or under the plots and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the Lessor on the amount of such compensation will be final and binding on the lessee.

(B). **PAYMENTS TO THE LESSOR :** All payments to the lessor should be remitted by the lessee on or before the due dates set out above. In case the due date is a bank holiday then the lessee shall ensure that the payment is positively made on the immediate next working day. In exceptional circumstances, upon payment of interest @ 03 % above the applicable interest rate p.a., the time for deposit of the due amount may be extended by the Chief Executive Officer of the Lessor. In the event of non payment of an amount as per the schedule of payment or within the extended period, if permitted, the process for cancellation of the lease deed shall be initiated. All payments should be made in favour of the Lessor by means of bank draft payable on the designated Bank / its branches located in Noida / Greater Noida. No payment by cheques shall be accepted by the lessor. It shall be open to the lessee to make pre-

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payment of the outstanding balance in favour of the Lessor. In such an event, interest shall be charged only upto the date of payment. It is clearly accepted by the lessee that any payment made by it shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted against the installment(s) due.

(C). The lessee shall, in no case assign, relinquish (except in favour of the Lessor), sublet, transfer or part with possession of the demised premises without prior written permission of the Lessor. Such permission may be granted at the sole discretion of the Chief Executive Officer of the Lessor or any officer authorized by him/her. The discretion of the Lessor in the matter shall be conclusive, binding and final. The lessee may, however, with the prior written permission of the Lessor and subject to such conditions as it may impose, mortgage the demised premises to any financial institutions/Bank/Govt. organization for seeking loan to complete the Project. It is agreed that in the event of creation of mortgage in favour of any entity whatsoever, the Lessor shall always have the first charge upon the demised premises for the amount of unpaid balance, charges, interest and other dues of the lessor.

Provided that, in the event of sale or foreclosure of the mortgaged or charged property, the lessor shall be entitled to claim and recover such percentage, as may be decided by the lessor, of the unearned increase in the value of said land, as first charge, having priority over the said mortgagee. 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.

Provided further that, lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as may be decided by the lessor of the unearned increase as aforesaid. The lessor's right to 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 by or through execution of decree / order of any court.

(D). Any amount payable by the Lessee to the Lessor, on any account whatsoever, shall constitute a charge over the demised plot in favour of the Lessor and the same shall be recoverable as arrears of land revenue.

(E). DEVELOPMENT AND CONSTRUCTION:

(1)- The lessee shall plan and carry out internal development, construct buildings in accordance with the Master Plans, Rules, Building and other Regulations of the Lessor, existing or to be framed later on and of other local /governmental authorities

and also as per the standards and specifications laid down by relevant Indian Standards / National Building Code etc.

(2). The lessee shall carry out the internal development of the demise plot as per the Project Report approved by the Lessor. The development of the plot can be taken up by the lessee in maximum four phases, but in no phase the land area shall be less than 25% of demised plot area. The lessee can take up such development in parts (minimum 25% of plot area) after getting the requisite approvals of detailed drawings / maps from the Lessor.

(3). Floor Area Ratio (FAR), ground coverage, permissible height and set back etc. for various uses of land viz. residential, commercial, recreational, institutional etc. shall be as per the building regulations of the LESSOR.

(4). The height of building will be governed by the regulations / standards of the Lessor or any other local / governmental authority.

(5). The lessee, at their own cost, shall make necessary arrangements for designing, engineering, and construction of the Project in accordance with the submitted and approved Project Report.

(6). As far as the development of core activity is concerned, the Lessee shall be required to complete the construction of minimum 40% of the permissible area earmarked for core activity (as per the Project Report) within a period of 6 years from the date of execution of Lease Deed and shall be required to obtain completion certificate from Lessor. Thereafter within six months from issuance of completion certificate, the lessee shall ensure the functioning of the Core Activity and get the functional certificate from the Lessor. In case of failure to do so, penalty shall be charged 4% of the total premium per year on pro-rata monthly basis or at the rates which may be revised by lessor from time to time.

(7). In case the lessee fails to start and complete construction or commence the activity for which the land has been allotted, within the time period, or within the time period which may be extended upon payment of extension charges as per the policy in vogue on the date of grant of such extension, the allotment/lease can be cancelled/determined. On such cancellation/determination 20% of the premium will be forfeited and the lessor shall resume possession of the plot, alongwith any structure

thereon with the lessee having no rights to claim compensation thereof. The balance amount shall be refunded without any interest.

(8) The Lessee, at his own cost will do the internal development work of the plot according to the specification, regulation and sub-regulations of the lessor and erect buildings on the demised premises in accordance with the Plan, elevation and design to be approved by the Lessor or any officer authorized by the Lessor in that behalf in writing, a building for running a **Institution** and for no other purpose whatsoever only with all necessary sewers, drains and other appurtenances according to the directions issued or Regulations made in respect of buildings, drains, latrines and connection with sewers.

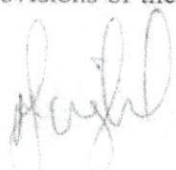
(9) That the Lessee shall not erect or permit to erect any building on the demised premises without the previous permission in writing of the Lessor. The plan should be approved from appropriate officer authorised by the Lessor on that behalf and in case of any deviation from such terms of plan, will immediately upon receipt of notice from the Lessor, require him to correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation with a period of one calendar month from the date of receipt of such notice, then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the Lessee which expenses the lessee hereby agrees to reimburse by paying to the Lessor such amount as the Lessor (whose decision shall be final) shall fix in that behalf.

(10) The lessee shall ensure strict compliance with all Government directions, policies and relevant codes of BIS/IS relating to disaster management in land use planning and construction works.

(11)- The lessee, at their cost and effort, shall obtain applicable permits/sanctions/approvals etc. from other relevant Government agencies or local bodies or other authorities, as applicable. The lessor, at the request of the lessee, may assist and facilitate the lessee to obtain the sanction/approval/ licence etc. expeditiously.

(12). The lessee shall on their own make necessary financial arrangements for timely completion of its approved project.

(13). TRANSFER etc. : Subject to provisions of the Master Plan, rules, regulations and policy of the lessee



(a). and further subject to clause (15) and (16) hereafter set out, the lessee may sub-lease the land, in smaller parts, with the prior written approval of the lessor .

(b). for the first transfer of land through sub-lease, no additional payment or transfer charges shall be payable by the lessee to the lessor. However, for every subsequent transfer, additional payment / transfer charge shall be payable to the lessor at the rates which may be specified from time to time, in this regard by the lessor.

(c). Multiple renting is permissible by the lessee / sub-lessee.

(14). The lessee shall not be entitled to transfer, sub let, assign or create third party rights in any manner whatsoever, the demised plot or part thereof before the obtaining the functional certificate from the lessor and without receipt of prior written permission of the lessor. The said transfer shall only be executed after the prior permission in writing has been given by the Lessor. In case any transfer is made without the prior permission in writing then the same shall not be binding on the lessor and shall constitute a breach of these terms. The decision of the Chief Executive Officer of the lessor in the aforesaid regard shall be binding on the lessee and parties claiming under the lessee.

(15)- Transfer may be allowed only in favour of such institutions whose activities are similar for which land has been allotted. Part transfer shall not be allowed. Whether the activity is similar shall be decided by the Chief Executive Officer of the Lessor whose decision shall be final and binding on the lessee.

(16) MAINTENANCE:

a) the lessee at his own expense shall obtain permission for sewerage, electricity and water connections from the concerned departments of the lessor / other government department corporations in this regard and shall keep the demised premises and buildings-

i) at all times in a state of good and substantial repair and in good sanitary condition to the satisfaction of the Lessor.

समस्त एकात्मिक विकास विभाग, दिल्ली

ए-1, प्रथम ताल, कोयला

एफ-ब्लॉक, सेक्टर-बटा-1

ग्रैंटर नौएडा, गौतम बुद्ध नगर (उ.प्र.)



ii) the lessee will keep the demised premises and the buildings constructed thereon . at all times in a state of good and substantial repairs and in a hygienic sanitary condition to the satisfaction of the lessor for the safety and convenience of the inhabitants of the place

b) the lessee shall abide by all Rules , Regulations, Bye laws and Guidelines of the Lessor framed / issued or to be framed / issued under the U.P. Industrial Area Development Act, 1976

c) if the maintenance work of any area of the demised plot is not found satisfactory by the Lessor , then the required maintenance work shall be carried out by the lessee within such period as may be granted by the lessor . In the event, such direction(s) is / are not carried out by the lessee or any person claiming under the lessee, then the maintenance work shall be carried out by the lessor and all the expenses in carrying out such work shall be borne by the lessee or the person claiming under the lessee. Non payment of such sum as demand by the lessor in this regard shall constitute a breach of the terms hereof.

d) the lessee shall not display or exhibit any posters, statues, other articles which are inconsistent with morals or are indecent. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed, as per law, over the demised premises or at a place specified for the purpose by the lessor.

e) in case of non compliance of these terms and conditions or any directions of the lessor issued in this regard, the lessor shall have the right to impose such penalty as the Chief Executive Officer of the lessor may consider just and /or expedient.

f) the lessee shall carry out all directions of lessor in respect of the maintenance of building(s) , plot and surrounding areas as well as with regards to the provisions of the urban services.

g) the Lessee shall obtain necessary recognition from the competent Authority(ies) for its academic courses before the commencement of classes.

(18). CANCELLATION:

i) in case the lessee does not construct building(s) within the time provided therefor, this deed shall be determined and upon such determination the possession of the demised plot shall be resumed. However, in exceptional circumstances, subject to the fulfillment of such conditions, including payment of extension charges as may be imposed for the such extension may be allowed by the Chief Executive Officer of the lessor or any officer authorized by him.

ii) if the lessee does not abide by these terms and conditions, Building Regulations or any other Rules and Regulations framed by the lessor, this lease may be determined by the lessor and the possession of the demised premises taken over by the lessor. The lessee in such an event will not be entitled to claim any compensation in respect thereof.

iii) If the lessee fails to achieve the objects for which land has been allotted, the same shall revert back to lessor on such terms & conditions as Chief Executive Officer of the Lessor may decide and his decision in this regard shall be conclusive and binding on the lessee.

iv). without prejudice to the other specific clauses relating to cancellation, the Lessor shall be free to exercise its right of cancellation of lease/allotment in the case of in the event :

- (a) allotment being obtained through misrepresentations/fraud/suppression of material facts.
- (b). any violation of the directions issued or of the rules and regulations framed by the Pollution Control Board or by any other statutory body.
- (c). default on the part of the lessee / sub lessee or person claiming under him for breach or violation of the terms and conditions of registration of tripartite sub lease and / or non-deposit of allotment money.
- (d). if lessee makes default in payment of premium and interest for two consecutive installments.

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In the event of cancellation, under sub-clause (a) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the lessor with structure thereon, if any, and the lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (b) & (c) above, the entire registration money shall be forfeited and balance shall be refunded without any interest.

IV. OTHER CLAUSES:

- (A) the lessee will obey and submit to all directions issued or rules and regulations made by the Lessor now existing or hereafter to exist .
- (B) in case of default of any payment due to the lessor, either as lease rent or installment or otherwise, the Authority besides taking the steps for the recovery of the same as mentioned in these terms and conditions, may also request the concerned departments supplying water and electricity to the lessee, to disconnect such supply. The lessee shall not raise any objection to such request unless and until payment in this regard is made to the lessor . However in case of disconnection of electricity and water on the request of the lessor the same shall be restored immediately by the concerned department on production of proof of payment to the lessor of the amount due / No Objection certificate from the lessor .
- (C) the demised plot and the building(s) constructed thereon shall be used only to for the core activity of institutional and such other allied purpose as set out in Article — clause 3(1) above and for no other purpose whatsoever. The lessee or any person claiming through the lessee shall not do on the demised plot or any part thereof or building constructed thereon, any act or thing which may be or grow to be a nuisance, damage, annoyance, or inconvenience to the Lessor or the owners, occupiers of other premises in the neighborhood or be anti-national.
- (D) except in so far as permitted in writing by the by the lessor , the lessee shall not assign, relinquish, mortgage, sublet, transfer part with possession of any portion less than the whole of the demised premises and building thereon nor cause any sub-division thereof by metes and bounds or otherwise.

Provided always that if the lessee or transferee or permitted assignees, as the case may be, will assign, relinquish, mortgage sub-let or transfer the demised premises and building thereon on the said terms will deliver at its own expense to the Lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed duly registered under the Indian Registration Act or any other amending statute.

- F) the lessee will permit the members, officers and subordinates of the Lessor and workman and others employed by the lessor from time to time and at all reasonable time of the day, during the term of this deed, after three days previous notice to the lessee to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the Lessee will give notice of the provision of this sub-clause to his/her/their tenants.
- G) 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, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- H) the lessee shall not exercise option of 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.
- I) the lessee shall have to execute a tripartite sub lease between the lessor, lessee and its sub-lessee in respect of any part of the demised plot or building constructed thereon, as per the format to be approved by the lessor. The consideration in this regard shall be payable to the lessee. It is made clear that on the first sub lease deed, no transfer charges are payable to the lessor. However, in case of all subsequent transfers, charges shall be payable to the lessor.
- J). All the terms and conditions set out herein shall be binding on the sub-lessee and he shall be deemed to be aware of these terms and conditions. The lessee shall be bound to make the sub lessee aware of and to hand over a copy these terms and conditions to the sub-lessee.
- K) In case of assignment / sub lease / mortgage or creation of any third party rights whatsoever, the term lessee shall include sub lessee / assignee / mortgagee or the like and they shall be bound and be liable to the lessor in every respect of this deed

PLOT NO.- 01

45.00 MTR WIDE ROAD

677.61

AREA= 303497.64 SQM
AREA= 75.00 ACRE

45.00 MTR WIDE ROAD
627.60

902.12

681.54

PLOT NO-2A

595.60


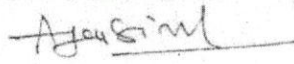
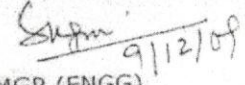
PLOT NO-2

331.30

60.00 MTR WIDE ROAD

AREA= 75.00 ACRE

Note: The plot is situated in undeveloped area. The actual dimensions may differ after development

SIGN- POSSESSION TAKEN OVER	SIGN- POSSESSION HANDED OVER	NORTH 
LEASE PLAN FOR PLOT NO.- 01, Sect. 17A, OF PROPOSED 25-250 ACRE PLOTS SCHEME	 A.M (ENGG.)	 MGR. (ENGG.)
YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY		DRAFTSMAN

H. In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer of the Lessor shall be final and binding.

I. In case of any inconsistency between the terms and conditions as contained in the Brochure of the Scheme and the clauses hereof, then the terms of this deed shall prevail.

J. In the event of any dispute with regard to terms and conditions of the lease deed, the same shall be subject to the exclusive jurisdiction of District Court of Gautam Budh Nagar or the Hon'ble High Court of Judicature at Allahabad.

IN WITNESS WHEREOF the parties hereto have set their hand on the day and in the year herein first above written.

IN THE PRESENCE OF

(1) Witness *Rajkumar Sharma*
Sh. R.L. Sharma
 Address *Apartment-20 Awarika*
Phase I Ramghat Road
Aligarh.

[Signature]
 For and on behalf of the lessor

(2) Witness

For and on behalf of the lessee

Address *Sanjay Goyal*
Sh. B.D. Goyal
 LESSEE *Sh. Sarai Hakim*
Aligarh.

For and on behalf of the Lessor *[Signature]*

यमुना नगरपालिका औद्योगिक विकास प्राधिकरण
 ए-१, प्रधान कल, गौरीगंगा नगरपालिका
 एफ-२, बलान, गौरीगंगा नगरपालिका
 ग्रेटर नौएडा, गौरीगंगा नगरपालिका

[Signature]