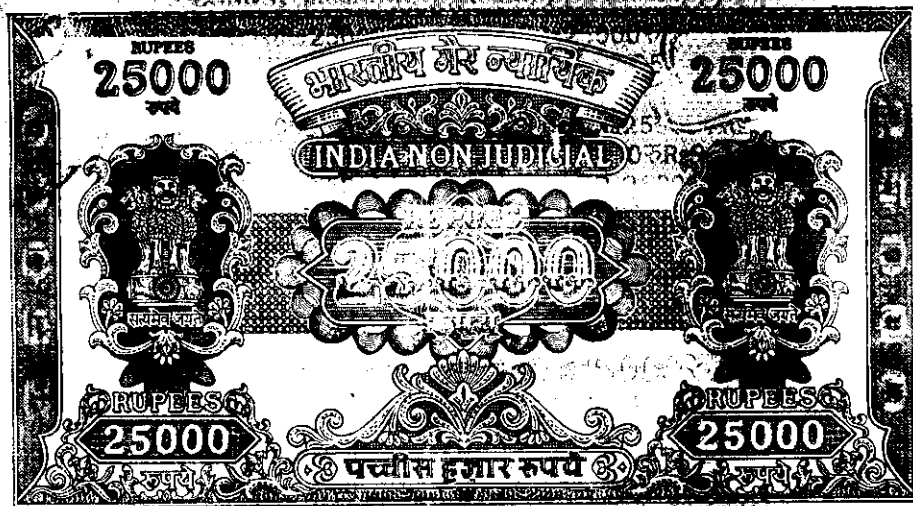


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LEASE DEED



भारतीय गैर न्यायिक  
पच्चीस हजार रुपये

(R. P. GOVIL)  
FOR AND ON BEHALF OF NOIDA



1-12

Latika Kumari Panigrahy  
D/o. Shyam Sunder Panigrahy  
New-Delhi

की जाति लोखंडा दुर्गा पत्नी श्री ॥०  
पता ॥ ३७ विहारा बिहार  
द बच्चे के नाम पर नमस्कार और प्रार्थना पत्र वादरा  
बिना पीछे जाने की आज्ञा दिता है —  
प्रमाण पत्र — १५/१२/२००४ के निवेदन हेतु प्रस्तुत किया।

Reed

बनारस का..... शांकर श्री.....  
बनारस.....  
मे अपने सब एम. बी. ए. नोडल विकास प्राधिक.

वदनाम..... शाकर श्री.....  
मे अपने दब एमं गो... नोएडा विकास प्रावि०

मैं अपने सब सपने को हस्तगत से तयारी थी ..... नोएडा विकास प्रा.वि.

~~पुस्तक की प्रतिलिपि~~

~~पुनर्विचार~~

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~~Handwritten text, possibly a signature or name, crossed out with a line.~~

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-II-

IN RESPECT OF

(R. P. GOVIL)  
FOR AND ON BEHALF OF NOIDA

  
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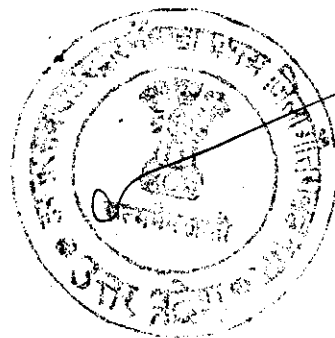
-III-

RESIDENTIAL PLOT NO.- "48", BLOCK-"B",  
SECTOR-"71", NOIDA, (U.P.)

(R. P. GOVIL)  
FOR AND ON BEHALF OF NOIDA

  
Apply

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PLOT NO.- "48", BLOCK-"B", SECTOR-"71",  
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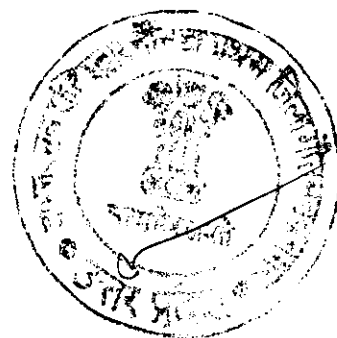
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FOR AND ON BEHALF OF NOIDA

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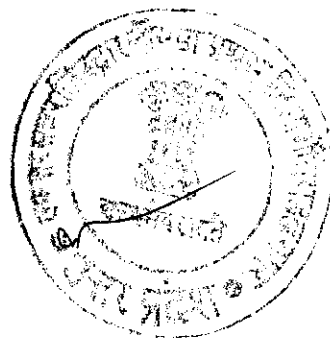
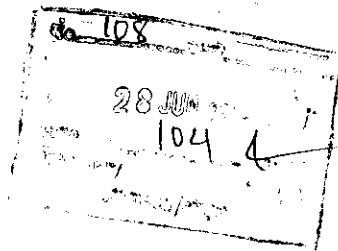


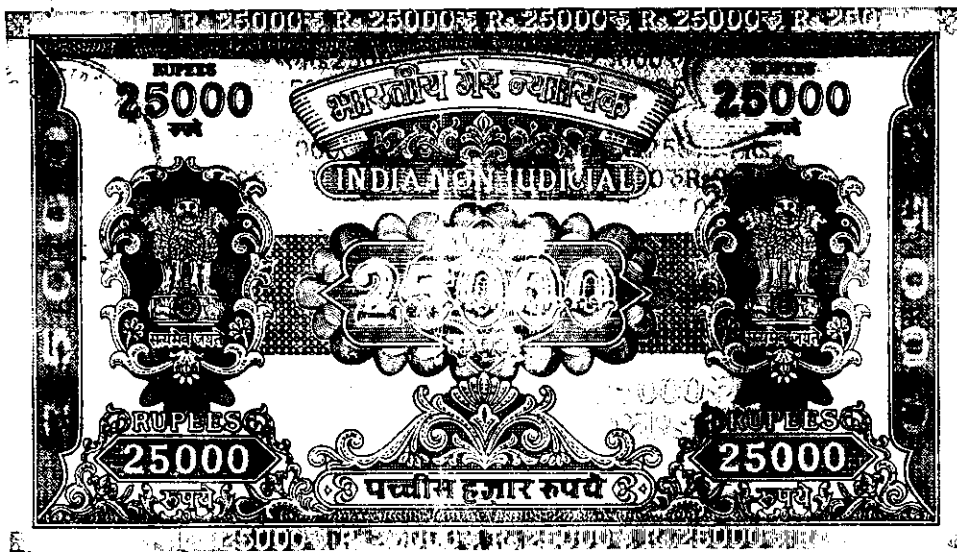
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FOR AND ON BEHALF OF NOIDA

  
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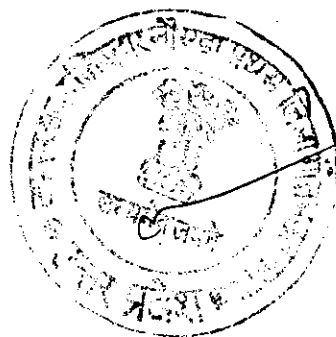
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NOIDA, (U.P.)

  
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FOR AND ON BEHALF OF NOIDA


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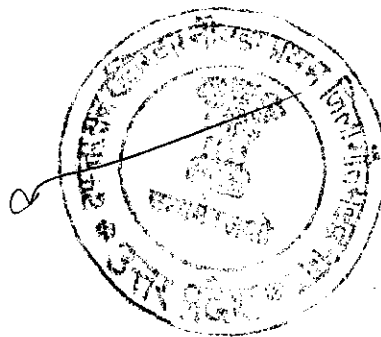
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NOIDA, (U.P.)

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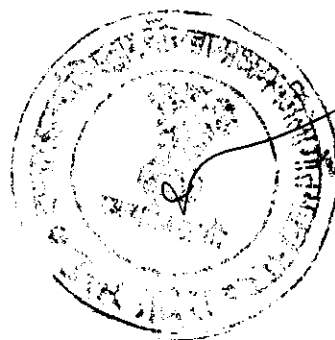
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PLOT NO.- "48", BLOCK-"B", SECTOR-"71",  
NOIDA, (U.P.)

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(R. P. GOVIL)  
FOR AND ON BEHALF OF NOIDA

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1-10-2004

## LEASE DEED

THIS LEASE DEED made on the 01 day of Oct in the year 2004 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 "Lessors" which the expression shall, unless the context does not so admit includes its successor, assigns) of the one part and Latika Kumari Parigrahi aged 36 yrs D/o. Sh. Shyam Sunder Parigrahi Res. H-137, Sarita Vihar New Delhi (hereinafter called the "Lease" which expression shall, unless context does not so admit, include his/her their its heirs, executors, administrators, representatives and permitted assigns) of 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 an urban and industrial township.

WHEREAS the lessor 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 purpose of constructing residential building according to set backs and building plan approved by the Lessor.

### 1. NOW THIS LEASE DEED WITNESSETH AS FOLLOW

That is consideration of the premium of Rs. 22,72,500/-  
(Rupees) Twenty two lac seventy two thousand and five hundred  
out of which Rs. 6,81,750/- (Rupees six lac eighty one  
thousand seven hundred and fifty or  
have been paid by the lessee to the lessor (the receipt where of the Lessor both hereby acknowledge) and the balance of which is to be paid by the Lessee in the manner hereinafter provided in instalments on dates specified below along with interest @ 15% / 14% / 12% p.a. compounded every half yearly from the date of allotment, on the balance outstanding amount on timely payment.

If the Lessee fails to deposit instalments with interest by the specified dates, the interest on default amount for delayed period shall be charged @ 17% / 15% / 13% p.a. compounded ever half yearly.

  
Lept



- (i) Rs. 159075/- on or before 18.7.2004
- (ii) Rs. 159075/- on or before 18.1.2005
- (iii) Rs. 159075/- on or before 18.7.2005
- (iv) Rs. 159075/- on or before 18.1.2006
- (v) Rs. 159075/- on or before 18.7.2006
- (vi) Rs. 159075/- on or before 18.1.2007
- (vii) Rs. 159075/- on or before 18.7.2007
- (viii) Rs. 159075/- on or before 18.1.2008
- (ix) Rs. 159075/- on or before 18.7.2008
- (X) Rs. 159075/- on or before 18.1.2009

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, all that plot of land numbered as 48 situated in Block B at Sector No. 71 in the New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement 450 Square Meters be the same, a little more or less, and bounded.

ON THE NORTH BY Master Green

ON THE SOUTH BY 12.m wide Road

ON THE EAST BY B-49

ON THE WEST BY B-42

  
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TO HOLD the said plot (hereinafter referred to as "the demised premises") with their appurtenances upto the lessee to the term of ninety years commencing from 01.10.04 except and always reserving to the Lessor.

(a) A right lay water mains, drains, sewers or electric wires under or above the demised premises, if deemed necessary by the Lessor in the development of the area.

(b) The lessor reserves the right to all mine, minerals, colans, washing gold, earth oil quarries in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining, removing and enjoy the same without providing or leaving and 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 damage directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation, the decision of the lessor will be final and binding on the lessee.

(c) Yielding and paying there for yearly in advance during the said terms upto the Lessor in the month of March for each year the yearly lease rent indicated below.

1.0% of the total premium for the first 10 years after every 10 years. lease rent may be enhanced by the Authority from time to time whenever Authority deems necessary. This extent of enhancement shall not be called in question by the Lessee. In case of default in payment of advance lease rent, the payable @ 17% per annum compounded at every half year on the over due amount shall also be payable. The lessee may exercise the option for depositing lump sum lease rent equivalent to 11 time of present amount of lease rent.

or

The Lessee has already paid ~~one time lease rent equivalent to 11 times of~~ annual lease rent at the rate of 1.0% of the total premium of the plot.

## II. AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANT WITH THE LESSOR IN, THE MANNER FOLLOWING

(a) That the lessee will pay to the Lessor the balance of the premium in the instalments mentioned in clause 1 above by the dates mentioned therein. If the lessee shall fail to pay any instalment by the due date for payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the instalment in arrears from the due date till the date of



Payment provided that for failure to pay three consecutive instalments the lessor may determine the lease with penalties and consequences given in class III below.

(b) That the lessee will pay upto 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 there of and in the said yearly lease rent or part there of remains in arrears. The Lessor shall be entitled to recover the same with 17% interest per annum compounded every half year. All arrears shall be recoverable as arrears of land revenue.

(c) That the Lessee will bear, pay and discharge a 11 rates, assessments of every description which during the said term be assessed charged or imposed upon either on the landlord or the tenant or the occupier in respect of demised or the buildings to the extent there upon.

(d) That the lease will obey and submit to all Direction issued or Regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the, safety or convenience of the other inhabitants of the place.

(e) That the Lessee will at his own cost erect on the demised premises in accordance with the plans, elevation and design and in a position to be approved by the Lessor or any officer authorised by the Lessor in the behalf in writing and in a substantial and workman like manner, a residential building only with all necessary, sewers, drains and other appurtenances according to the Directions issued or Regulations made in respect to buildings, drains, latrines and collection with sewers, Where the lessee fails to abide by such directions issued or regulations made in respect of building, drains; latrines, connection with sewer, ramps etc., the lessor may issue a notice to the lessee asking for rectifications to be made immediately. When after due notice, lessee fails to respond to the directions, the lessor will be at liberty to determine the lease deed.

(f) That the lessee will keep the demised premises and the buildings at all times in state of good and substantial repairs and in sanitary condition to the satisfaction of the Lessor.

(g) That the Lessee will not make, or permit to be made, any alternation in or additions to the said buildings or order erections for the time being on the demised premises erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and except in accordance with the terms of such permission in writing of the





plan if any, approved by the Lessor or any officer authorised by the Lessor in that behalf and in case of any deviation from such terms of plan will immediately upon receipt of notice from the Lessor or such requiring him so to do correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation for the space of one calendar month after the 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.

(h) That the lessee shall use the demised premises only for the purpose of constructing a building for the residential purpose and will not do or suffer to be done on demised premises or any part thereof, any act of thing which may be or grow to be a nuisance, damage, annoyance, or inconvenience to the Lessor or the owners occupier of other premises in the neighbourhood use of demised premises or part thereof for any nonresidential purpose i.e. commercial institutional, Office, industrial, school, nursing home, shop, beauty parlour, provisional store, clinic, tutorial/college/school, computer, training centre etc. would amount to breach of conditions and on such event, the lessor shall determine the lease deed.

(i) That the lessee will in no case assign, relinquish (except in favour of the Lessor), sub-let, transfer or part with possession of the demised premises without prior permission of the Lessor. Such permission shall be granted on the basis of the terms & conditions prevailing and such charges as are prescribed and levied by the lessor when such a transfer is allowed. The direction of the Lessor in this matter shall be conclusive, binding and final. The lessee may however with the prior permission of the Lessor and subject to such conditions as it may impose, mortgage the demised premises to any person.

In case of transfer other than by way of mortgage transfer charges as fixed by the Lessor shall be payable by the Lessee to the Lessor at the time of transfer.

The transfer of the plot whether built or unbuilt will not be allowed except with the prior permission of C.E.O. Such permission shall be governed by the policy prevailing at the time of transfer being allowed.

(i-a) That the Lessor shall have first charge upon the demised premises for the amount of unpaid lease rent and interest thereon and over dues of the Authority.

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(i) That the lessee will not assign, relinquish, mortgage sublet, part with possession or any portion less than the whole of demised premises and building thereon nor cause any subdivision thereof by metes and bounds or otherwise.

(k) That, every transfer, assignment, relinquishment, mortgage, subletting the whole of the demised premises, or building or both shall be subject to and the transferee, assignee or sublessee shall be bound by all covenants and conditions here in contained and be answerable to the lessor in all respect therefor.

PROVIDED always that if the lessee or his/her/their/us transferee or permitted assignees, as the case may be, will assign, relinquish, mortgage, sub-let or transfer the demised premises and building thereon as a whole or residue on the said terms he/she/it will deliver at his/her/its own expense to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the India Registration Act or any other amending statute.

(l) That the lessee will permit the members, officers and subordinates of the Lessor and workman and other employed by the lessor from time to time and at all reasonable time of the day. During the said term after one day, previous notice to enter into and upon the demised premises and building to be erected there upon in order to inspect the same and carry on necessary work mentioned before and the Lessee will give notice of the provision of the sub-clause to his/her/their/its tenants.

(m) That the lessee will construct the building according to the architectural and elevation control as prescribed by the lessor. In case of semi detached, detached house where both plot holder wish to adopt elevation other than that prescribed, the lessor may allow the lessee to do so provided heights and set backs or both are the same.

(n) That the Lessee will not to erect or permit to be erected on any part of the demised premises any stable sheds or other structures of description whatsoever for keeping house, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

(o) That in case of fire, tempest, flood or violence or other irresistible force, if any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes, then the lessee shall not exercise his/her/their/its option of determining the lease and shall not hold the lessor responsible to make good such damage.

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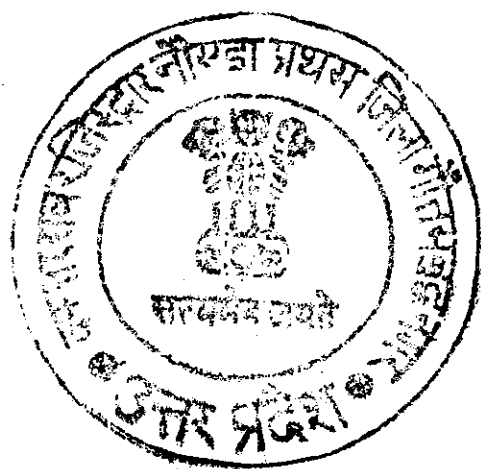
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(p-a) That the lessee shall keep the lessor indemnified against any or all claims for damages which may be caused to any property belonging to Lessor/other in consequence of the execution of the aforesaid works and also against claims for damage if the Lessee of his workman or representative:

(i) injures or destroys any building or part thereof or other structure contiguous or adjacent to the demised premises.

(ii) Keeps the foundation, tunnels or other pits on the demised premises open or exposed to weather causing any injury to contiguous or adjacent building or

(iii) digs any pits near the foundation of any building thereby causing any injury or damage of such building.

(p-b) The damages under sub clause (p-a) above shall be assessed by the Lessor whose decision as to the extent of injury or damage or the amount payable shall be final and binding on the Lessee.

(q) That the lessee shall have to erect and complete building on the leased land within a period of ~~one~~ or two years from the date of execution of lease deed unless extension is allowed by the lessor in exceptional circumstance and on such conditions as it may impose.

(r) That in case the lessee does not construct the building within the time provided in this deed, the lease will be void and his interest in the property will be determined unless the lessee applies for extension and pays to the lessor a sum or money towards extension charges as prescribed by the Authority from time to time.

In case the lessee does not construct the building within such extended time as specified above and the period specified for extension on payment of extension charges is exhausted, the lessor may determine the lease deed without further notice to the lessee.

(s) The Lessee, his/her spouse and dependent children do not own in full or in part on lease hold or free hold basis any residential plot/flat/house (excluding EWS/LIG/DSI/DSIITSI) TSII/Udaigiri I Udaigiri II/House/Flat allotted in the name of Industrial Unit/Institutions) and have not been allotted on hire purchase basis in NOIDA Complex, Husband and wife and their dependent children will not be separately eligible for allotment of plot and for this purpose they shall be treated as a single person.



(t) The Lessees will not be entitled to subdivide the plot or amalgamate with any other plot.

If the lessee does not abide by the terms and conditions of the lease and building blue-laws or any other rules framed or directions issued by Authority the lease may be determined by the lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

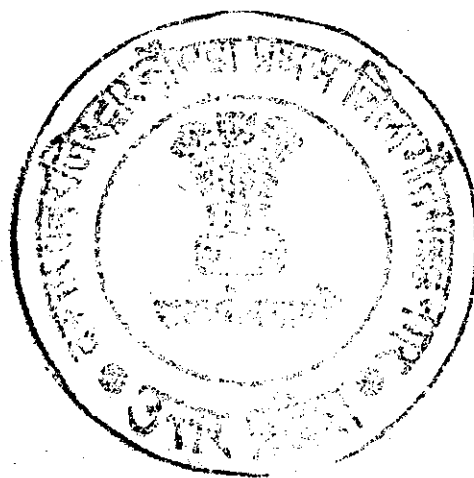
**III. AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THERE PRESENTS AS FOLLOWING:**

(A) Notwithstanding anything herein before contained if there shall have been in the opinion in the Lessor (whose decision shall be final binding) and breach by the lessee or any person claimin through or under him/her/their/its of any of the covenants or conditions hereing before contained and on his/her/their/its part to the observed and performed and in particular and without prejudice to the generally of the sub-clause, if lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a building on it as their before within the period mentioned in clause-II (q) in whom the terms hereby created shall be vested, shall be adjudged insolvent and 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 there of in the name of whole and determine this demise and thereupon if:

(a) At the time of re-entry if the demised here has not been occupied by the lessee by way of constructing a building there on the lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the Authority.

(b) At the time re-entry if the demises are occupied by the 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 things which at any time and during the terms shall be affixed or set up within 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 building, fixtures and things thereon, but upon the Lessee removing the creations buildings, fixtures and things before within the period there in specified the demised premises shall be re-allotted and the lessee may be paid such amount as may work out in

  
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accordance with the principle given in sub-clause (a) above, provided that the Lessor may at its option agree to purchase the said erection, building and fixtures upon payment to the lessee price therefore and for his interest in the premises as may be mutually agreed upon :

(B) If lessee is found to have obtained the allotment and the lease of the demised premises by any mis-representation and mis-statement or fraud or suppression of material fact the lease may be determined and the possession of the demised Premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof Entire money deposited will also be forfeited in favour of the lessor.

(C) Any losses suffered by the lessor on a fresh grant of demised premises for breaches of conditions aforesaid on the part of the lessee or any persons claiming through or under him shall be recoverable by the Lessor.

(D) All notice orders and other documents required under the terms of the lease or under the Uttar Pradesh industrial Area Development Act, U.P 1976 (No. 6 of 1976) of any rules or regulation made there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act 1974 (U.R Act No. 30 of 1974).

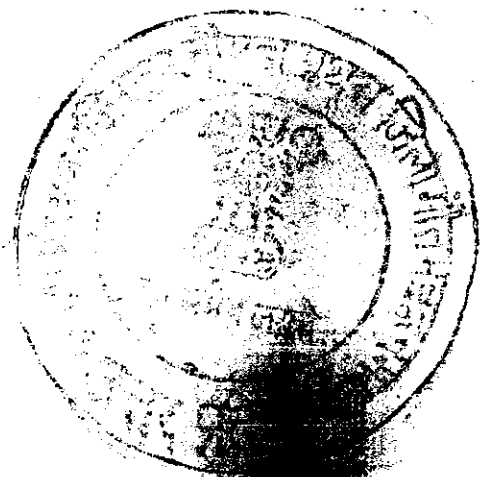
(E) All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the lessor. The Lessor may also authorised any of its other officers to exercise all or any of the powers exercisable by it under this lease.

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

(F) The entire legal of expenses of this lease deed including the stamp duty and registration charges shall be borne by the lessee.

(G) Any relaxation, concession or indulgence granted by the Lessor to the lessee shall not in any way prejudice the legal right of the Lessor.

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



(1) In the event of any disputes arising with regard to terms and conditions of the lease deed, the same shall be subject to the jurisdiction of Distt. Court at Gautam Budh Nagar or the High Court of Judicature at Allahabad.

IN WITNESS OF the parties here to have set their set and on the day and in the year herein first above written.

In the presence

  
for and on behalf of Lessor

(1) Witness

Signature.....

Name.....

Address.....



Sudesh Pal Singh 87/8 St. Prem Pal Singh

483C Bazar, Sec-18, Noida

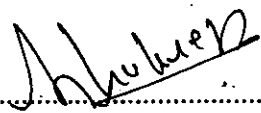
  
  
for and on behalf of Lessee

(2) Witness

Signature.....

Name.....

Address.....



Ajay Kulkarni

3-C M/G. Aed. Kamrns 2nd-35-

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

Lessee for the exact copy of the original in all respect.

  
for and on behalf of Lessor

  
  
Lessee

हारी पुस्तक नं० I ..... जिल्द 571 ..... के पृष्ठ 847 ..... 812 ..... 6104/6105

पर बाब दिनांक 1-10-2004 को रजिस्ट्री की गई।

*M. J. J. J.*  
महाराष्ट्र सरकार-1, नोदका

