



277
2005
LEASE DEED



This Lease Deed made on the 09th day of January in the year two thousand six between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the "Lessor" which expression shall unless the context does not so admit include its successor, assigns) on the One Part Accurate Education & Research Society and, having its office at C-187, Surya Nagar, Ghaziabad Through Sh. C.L. Sharma S/o Sh. G.S. Sharma, Age 52 year R/O C-187, Surya Nagar, Ghaziabad., hereinafter called the "Lessee" which term shall unless repugnant to or inconsistent with the context mean and include its successors in interest and 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 basis of agreement executed (copy of agreement enclosed) alongwith terms and conditions hereinafter appearing for the purpose of constructing a building for Advance Dental Science & Para Medical Institute/Engineering, Management & Technology Institute according to the Building Plan approved by the Lessor.

NOW THIS LEASE DEED WITNESSES AS FOLLOWS:

That in consideration of the premium of Rs 7,92,40,874/- (Rupees Seven Crores Ninety Two Lacs Forty Thousand Eight Hundred Seventy Four only) out of which Rs. 7,92,40,874/- (Rupees Seven Crores Ninety Two Lacs Forty Thousand Eight Hundred Seventy Four Only) has been paid by the lessee to the lessor, (the receipt whereof the lessor doth hereby acknowledge)

And in consideration of Rs.---NA----- /- (Rupees -----NA----- Only) paid on account of one time lease rent @ 27.5% of the premium of the plot to the lessor, and the said lease rent have been paid by the lessee (the receipt whereof the lessor doth acknowledge). The total lease rent being 27.5 % of the land cost which can be paid in lumpsum.

The Lessor doth hereby demise and lease to the lessee, all that plots of land on as is where is basis mentioned as Plot no.- 49, K.P.III situated in Greater Noida Industrial Development Area District Gautam Budh Nagar, (UP) contained by admeasurement 60954.518 sqm be the same, a little more, or less, and bounded.

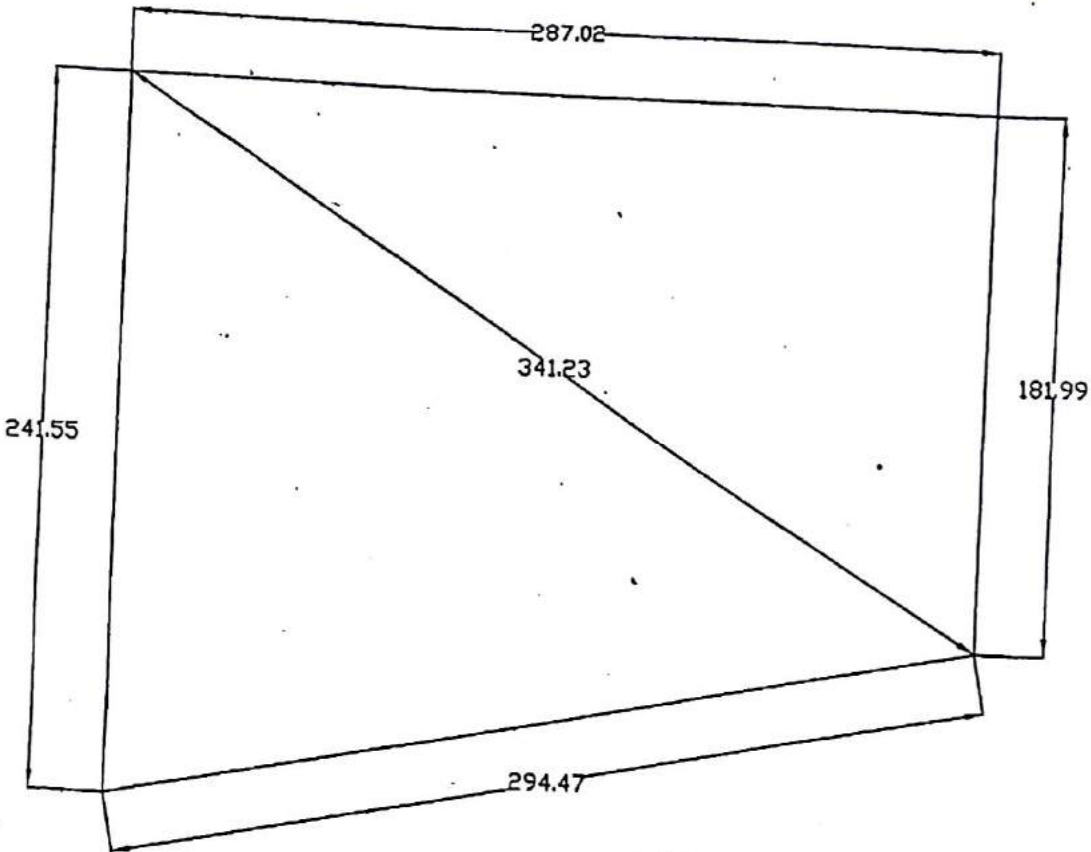
Admeasurement -60954.518 Sqm

ON THE NORTH BY -
ON THE SOUTH BY -
ON THE NORTH EAST BY - As per lease plan attached
ON THE SOUTH WEST BY -
ON THE SOUTH EAST BY -
ON THE NORTH WEST BY -

PLOT NO-50

PLOT NO.-49

PLOT NO-48A



24.00M. WIDE ROAD

12.00M. WIDE ROAD

AREA=60954.518 SQM.

SIGN
PASSESSION TAKEN
OVER ALLOTTEE

SIGN
PASSESSION HANDED
OVER

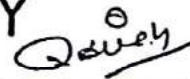


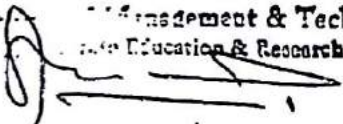
LEASE PLAN FOR PLOT NO.-49 IN
K.P. III.


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GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY





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

TO HOLD the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee to the term of Ninety Years commencing from 09th Day of January, 2006 except and always reserving to the Lessor :

a) Yielding and paying therefor yearly lease rent in advance during the said term into the lessor on the 09th Day of January in each year @ 2.5% of the total premium during the first ten years. The lessee shall pay unto the lessor at its office or as otherwise directed lease rent in advance on yearly basis. The lease rent would be Rs 19,81,022/- annually for the first ten years chargeable from the date of execution of lease deed. The lessee shall pay lease rent annually in advance without waiting for any demand notice or reminder thereof. The lease rent would be enhanced after every ten years from the date of execution of lease deed by an amount not exceeding 50% of the annual lease rent payable at the time of such enhancement and in such case a supplementary deed shall be executed by the allottee. In case of default in payment of lease rent interest @ 17% per annum compounded every half yearly would be chargeable for the delayed period.

II. AND THE LESSEE DOTH 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 allottee /lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the CEO on the amount of such compensation will be final and binding on the applicant.

PAYMENT:

b) That the lessee will pay to the lessor the balance of the premium in installments mentioned in the clause I above by the dates mentioned therein. If the lessee shall fail to pay any installment by the due date for payment thereof, he shall thereafter pay the same with interest as mentioned in clause - I above. The payment made by the lessee shall be first adjusted towards the interest due, If any and thereafter towards the premium, if any, and balance, if any shall be appropriated towards the lease rent notwithstanding and direction/request of the lessee to the contrary.

MORTGAGE:

c) That the lessee will in no case assign, relinquish (except in favour of the Lessor), sublet, transfer or part with possession of the demised premises without prior permission of the Lessor. Such permission shall be at the sole discretion of the Chief Executive Officer of the Lessor or any officer authorised by him/her. The discretion of the Lessor in the matter shall be conclusive, binding and final. The lessee may, however, with the prior permission

For Account of Management & Technology Research Society

of the Lessor and subject to such conditions as it may impose, mortgage the demised premises to any financial institutions/Bank/Govt. organisation for seeking loan to complete the Project.

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 decided by the lessor, of the unearned increase in the value of said land as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all the parties concerned. That the lessor shall have first charge upon the demised premises for the amount of unpaid balance charges, interest and other dues of Authority.

d) Provided further that lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of the unearned increase as aforesaid. The lessors 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 degree of insolvency/court.

e) That the Lessor shall have the first charge upon the demised premises for the amount of unpaid balance, charges, interest and other dues of the Authority.

CONSTRUCTION:

f) The total permissible FAR shall be calculated on the plot area and ground coverage shall be as per the byelaws of the Authority.

g) The lessee shall construct the building at its own cost after getting the layout and building plans approved by the Lessor as per the Regulations of the Lessor. The lessee shall completed **within 2 years from the date of allotment** as per construction schedule annexed herewith.

(i) That if it is noticed that the Society has violated any condition of the agreement or lease deed or terms and conditions for allotment of land or the project is not completed within the stipulated time frame as defined in lease deed i.e. two years from the date of allotment and if the society has violated the norms and standard setout/to be setout by the authority and concerned administrative department of Govt. of U.P. applicable to technical and education institutions. The Bank Guarantee given by the Society will be revoked without recourses and will be encashed in order to set off the relaxation granted in Stamp Duty by Govt. notification-Ka. Ni-5-305-11-2005-500(136)-2003 dt. 19-01-2005 and notification-Ka.Ni-5-306-11-2005-500(136)-2003 dt. 19-01-2005 and by the order of Govt. of U.P. bearing No-UO 131/77-6-05-500(40)/2000 dt. 20-12-2005

(ii) In the event of failure to do so, the bank guarantee as mentioned in executed agreement will be encashed in order to set off the relaxation granted towards payment of stamp duty.

h) The first six months shall be allowed as a grace period without any penalty, for the extension for next six months penalty shall be 1% of the total premium of plot, for the second year penalty shall be leviable @ 1% per quarter for successive four quarters and thereafter 0.5% per month penalty shall be charged upto next three

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years. Thus total extension can be granted maximum upto five years with the penalty percentage mentioned above on the total premium of plot.

In this however clarified that the relaxation given in construction will not be applicable in regard to the relaxation to the stamp duty .

- i) In case the applicant fails to start/complete construction or commence the activity for which the land has been allotted, within the time period, or extended time period, decided for the purpose, 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, along with any structure thereon with the lessee having no rights to claim compensation thereof. The balance amount shall be refunded without any interest.
- i)(a) The revocation of Bank guarantee and amount forfeited will be in addition to para (i) above.
- p) That the Lessee will do the internal development work of the plot according to the specification, regulation and sub-regulations of the lessor at his own cost and erect on the demised premises in accordance with the Plan, elevation and design and in a position to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing, a building for running an **Advance Dental Science & Para Medical Institute/Engineering, Management & Technology Institute** 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.
- q) That the Lessee will 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 by the appropriate authority or any 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 in 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.
- r) That the lessee will construct the building according to the architectural and elevation control as prescribed by the lessor and as per the building bye laws of the authority as permissible at the time subject to the changes as prescribed (if any) in the future.
- s) That the lessee shall endeavor to erect and complete the building on the leased land within the stipulated period and become functional immediately thereafter, unless extension is allowed by the lessor in exceptional circumstances and on such terms and conditions as it may impose.

TRANSFER:

- t) The allottee/lessee shall not be entitled to transfer the plot before or after the erection of the building without the prior permission of the lessor. In case of transfer, transfer charges as fixed by the Lessor shall be payable by the lessee to the lessor at the time of transfer. The said transfer shall only be executed after the prior permission in writing

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has been given by the Lessor. In case the transfer is taken without the prior permission in writing the action will be taken as breach of contract and the decision of the Chief Executive Officer/Lessor shall be binding on the two parties.

- u) In case of transfer, transfer charges as fixed by the Lessor shall be payable by the lessee to the Lessor

MAINTENANCE:

p) That the lessee at his own expense will take permission for sewerage, electricity and water connections from the concerned departments of the Authority or from the competent Authority in this regard and will keep the demised premises and buildings-

- v) At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor.
vi) And the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.

q) That the lessee shall abide by all Regulations, Bye laws and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and the rules made therein.

r) If the maintenance work of any area is not found satisfactory according to the Authority, then the required maintenance work will be carried out by the Authority and all the expenses in carrying out such work shall be borne by the lessee.

s) That the lessee shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or are indecent or immoral. 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 over the demised premises or at a place specified for the purpose by the lessor.

t) In case of non compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as the CEO may consider just and/or expedient.

u) The lessee will carry out all directions of authority in respect of the maintenance of building, plot and surrounding areas as well as with regards to the provisions of the urban services.

v) That the lessee will keep the demised premises and the buildings at all times in a state of good and substantial repairs and in a hygienic sanitary condition to the satisfaction of the lessor.

FOR HOSPITAL ONLY:

w) The lessee of a Hospital shall arrange to provide a daily O.P.D. for at least two hours in the morning and two hours in the evening. The facility would be provided free of cost by the lessee hospital.

For Accountant & Technology
Chairman

[Signature]
Chairman

x) The lessee shall reserve at least 10% of the beds for the economically weaker section and the patient occupying these beds would not pay any charges for bed, consultation and O.T., in addition 15% beds would be reserved for economically weaker section of Greater Noida Area and they would be asked to pay only 50% of the normal charges of bed, consultancy and O.T.

y) The lessee would provide emergency facility of all nature, round the clock.

z) The lessee would have the facility of adequate disposal of dressing and other waste material and the same would be done to the satisfaction of statutory bodies of Central/State Govt.

aa) The Lessee shall obtain necessary recognition from the competent Authority for its academic courses before the commencement of classes.

FOR NURSERY/SENIOR SECONDARY/HIGHER SECONDARY SCHOOL:

bb) The Lessee shall ensure that ten students in the inception class shall be admitted on the basis of eligibility and nomination by the Chief Executive Officer of the Lessor. However this shall be subject to overall.

cc) Lessee shall ensure that two students in each section in each class but not less than five students if the number of sections is less than three, in the Senior Secondary School/Nursery School shall be admitted on the basis of eligibility and nomination by the Chief Executive Officer of the Lessor.

dd) The fee/charges structure of the school would be such so as to meet the aspirations of various sections of the society especially the poor/economically weaker.

ee) The lessee in consultation with the Lessor shall make its admission policy for locals so that a certain percentage of the students from the Lessor's area find representations in various classes on the basis of eligibility.

CANCELLATION:


ff) That in case the lessee does not construct building within the time provided for above, this deed of lease will be void and his interest in the property will determine. However, in exceptional circumstances, extension can be allowed by the lessor or any officer authorised by him subject to the fulfillment of such conditions, charges as he may impose for the same.

gg) If the lessee does not abide by the terms and conditions and building Regulations or any other rules and regulations framed by the 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.

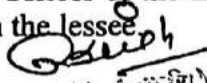
hh) If the lessee fails to achieve the objects for which land has been allotted, the same shall revert back to lessor on such terms & conditions as Chief Executive Officer of the Lessor may decide and the decision of the lessor is conclusive and binding on the lessee.

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Education & Research Society

Chairman


162, Preeti Park, Gurgaon
Haryana

In addition to the other specific clause relating to cancellation the Authority/Lessor shall be free to exercise its rights of cancellation of lease/allotment in the case of:

4. Allotment being obtained through misrepresentations/suppression of material facts.
5. Any violation of directions issued or rules and regulations framed by the Pollution Control Board or by any other statutory body.
6. Default on the part of the applicant/allottee lessee for breach violation of terms and conditions of registration allotment/lease and/or non-deposit of allotment money.
 - (i) If lessee makes default in payment of premium and interest for two consecutive installments the lessor shall have right to determine the lease and resume the possession.

In the event of cancellation, under sub-clause (1) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the Authority/lessor with structure thereon, if any, and the allottee/lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (2) & (3) above, the entire registration money shall be forfeited and balance shall be refunded without any interest.

OTHER CLAUSES:

ii) That the lessee will obey and submit to all directions 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 health, safety or convenience of the other inhabitants of the place.

jj) In case of default of any payment due to the Authority, either as lease rent or **Advance Dental Science & Para Medical Institute/Engineering, Management & Technology Institute** installment or otherwise, the Authority besides taking the steps for the recovery of the same as mentioned in the 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 Authority. However in case of disconnection of electricity and water on the request of the Authority the same shall be restored immediately by the concerned department on production of proof of payment to the Authority of the amount due/No Objection certificate from the Authority.

kk) That the lessee shall use the demised premises only to run an only and no other purpose without the consent of the Lessor and subject to such terms and conditions as Lessor may impose and will not do or offer to be done on demised premises or any part thereof, 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 neighbourhood.

ll) that the lessor shall be a Corporate Member of the Social and Cultural Club. The lessor shall be entitled to nominate the maximum of ten tenure members at a time. The rates in

For Accession to the **Department & Technology**
(A) **Department of Education & Research Society**

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respect of tenure members shall be fixed by the lessor in consultation with the lessee and the same shall be reviewed after every three years.

The lessor shall form a policy and guidelines for nomination of the tenure member. the tenure member ship fee at present is fixed at Rs. 2500/- per member. The tenure member after fulfilling the criteria fixed by the lessor and after getting the manes duly recommend can acquire the life membership of the Social and Cultural Club. However, the tenure members shall have to pay for the said purpose the balance life3 membership fee which may be fixed by the Lessor for its nominees from time to time in consultation with the Lessee. Art present, the life membership fee for the nominated tenure members of the lessor is fixed as Rs. 2500/-.

mm) That the lessee will 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.

nn) 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.

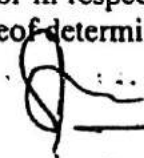
oo) That the lessee will permit the members, officers and subordinates of the Lessor and workman and other employed by the lessor from time to time and at all reasonable time of the day, during the said term after three days previous notice to enter into and upon the demised premises and building to 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.

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

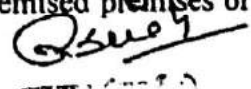
qq) That the lessee shall not exercise option of determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood, or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

rr) Notwithstanding anything hereinbefore contained if there shall have been of the opinion in the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under its of any of the covenants or conditions hereinbefore contained and on its parts to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing building for **Advance Dental Science & Para Medical Institute/ Engineering, Management & Technology Institute** on it as herein before provided within the period mentioned in Clause II it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of agreement, to re-enter the demised premises or any

For the purpose of determining this demise and thereupon if :-


Chairman, **Advance Dental Science & Para Medical Institute/ Engineering, Management & Technology Institute**
(Social & Cultural Club)

Chairman


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- i) At the time of re-entry if the demised premises has not been occupied by any building constructed by the lessee thereon, the lessor may re-allot the demised premises and refund the payments already made without interest after deducting arrears of lease rent, if pending and 20% of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise or surrender by the lessee as the case may be to a minimum deduction of (Rs. Ten Lacs) (Rs. 10,00,000/-)
- ii) At the time of re-entry if 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, from the demised premises all erection or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and buildings, fixtures and things thereon, but upon the lessee removing the erections building fixtures and things before or within the period herein specified the demised premises shall be re-allotted and the lessee may be paid such amount as may be determined by the lessor, provided that the lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee price therefor and for his interest in the premises as may be mutually agreed upon.

ss) If lessee is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor along with forfeiture of total deposits 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 THESE PRESENTS AS FOLLOWING: -

- A. Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under his shall be recoverable by the lessor.
- B. All notices, orders and other documents required under the terms of the 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.

For Accurate Institute of Management & Technology
(A Part of Accurate Education & Research Society)

Signature

Signature

- D 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.
- E All dues of the lessor shall be recoverable as arrears of land revenue.
- F. The entire legal expenses of execution 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 reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.
- I. In case of any clarification or interpretation regarding these terms and conditions the decision of the Chief Executive Officer of the Authority shall be final and binding.
- J. That all General and Special terms and conditions as contained in the Brochure of the Authority shall form part of this lease deed. In case of any contradiction the clauses of the lease deed will prevail.
- K In the event of any dispute with regard to terms and conditions of the lease deed, the same shall be subject to the jurisdiction of District Court of Gautam Budh Nagar where the property is situated) or the Hon'ble High Court of Judicature at Allahabad.
- L. 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)

For Accurate Institute of Management & Technology
(A Part of Accurate Education & Research Society)

Address

Chairman

2-2nd Floor
R-12/1 Raj Nagar
Ghaziabad

for and on behalf of lessor

1- V. B. ARYA
S/o late Dr. V. S. Arya
R-7/3 Raj Nagar
Ghaziabad.

(2)

Witness

lessee

DM. Gautambudh Nagar

for and on behalf of the

as conforming witness as per notification No. K. N-5-305/11-2005-500 (136) 2003
Address of A-1-05 Land shall be used for purpose detailed in column-2 of para-
8-2(F) of the Notification only
Certified that this is a true and exact copy of the original in all respect.

LESSEE

For and on behalf of the Lessor

For Accurate Institute of Management & Technology
(A Part of Accurate Education & Research Society)

Chairman

ANNEXURE:

Construction Schedule

Completion of the project : Within two years from
the date of allotment

For Account of Department & Technology
(A part of the Department of Education & Research Society)

Chairman

B. S. Suley
Secretary

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