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I-19160112

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

IA JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

14AA 257902

Stamp Duty Paid in Cash Certificate in favour of *M/s Fab Distributors Pvt Ltd.*
12, Tiljala Road, Ground Floor, Kolkata, West Bengal
 in Pursuance of the order of the Collector
 No. *11/2011* D. D. Dated *28/4/11* Passed under
 section 19-A of the Stamp Act. It is certified that
 an amount of Rs. *24907607.50* Rs. two crore forty nine lacs seven
 (in words Rs. *24907607.50* hundred seven only — x —
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India
 Treasury/Treasury of *Noida*
 by Cheque No. *107000000* dated *05/05/11*
 a Copy of Which is annexed herewith.

CA *04/05/2011*

Date

04/05/2011

Officer-in-Charge

Treasury

Gautam Bhatnagar
*04/05/11*तमिल कोषाधिकारी
विगतम बुद्ध नगर

मि. गौतम बहट्ट

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भारतीय गैर न्यायिक

बीस रुपये
रु.20



Rs.20
TWENTY
RUPEES

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

17AA 554969

Lease Deed

Plot No. GH-01, Sec-22A, HEA



for



प्रमाणित

M/s Jab Distributors Pvt Ltd
N. Delhi



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Chronic Disease
Prevention
Program

140284



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76
28/03/12

स्टाम्प विक्रेता की स्थिति
स्टाम्प देने करने का प्रयोजन
स्टाम्प कंसा का नाम व पूरा पता
स्टाम्प को धन राशि

मनोज कुमार खन्ना स्टाम्प विक्रेता
ला. ७ ७७ ६१ ला. ३१-०३-२०११
उपनिबन्धक कार्यालय परिसर गेट नं. १

पट्टा मिलेला (50 वर्ष)

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प्रतिफल मालिगान आगत कॉपीक किया व भीम गिरी नकल व डॉन मुन्क कोय अल्ल भगवान

मैओ ओमनिस डवलपर्स प्रा० लि० (एसपीसी) द्वारा दिलीप कुमार सिंह

पुत्र श्री एस० के० सिंह

पञ्चसम व्यापार

निवासी स्थान 632 राजा निवास कालु कुआ बांदा-210001

अम्बाला पत्र 632 राजा निवास कालु कुआ बांदा-210001

ने पत्र निवासी इस कार्यालय ने दिनांक 5/10/2012 समय 2:38PM

पत्र निवासी से पत्र किया।



गजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर

गीतमबुद्धनगर

5/10/2012

विपक्षित लेखक काद मुने व मयदान मजमून व पापन धवराजि म. प्रविधाननगर उक्त

पट्टा दाता

पट्टा गृहीता

समुदा एक्स० जे० वि० प्रा० द्वारा संदीप कुमार

प्रा०

पेशा नौकरी

निवासी समुदा एक्स० जे० वि० प्रा० गीतमबुद्धनगर

मैओ ओमनिस डवलपर्स प्रा० लि० (एसपीसी) द्वारा

दिलीप कुमार सिंह

पुत्र श्री एस० के० सिंह

पेशा व्यापार

निवासी 632 राजा निवास कालु कुआ बांदा-210001

ने विपक्षित मोबाइल किया।

जिसकी पहचान श्री कुलदीप सिंह

पुत्र श्री शिव करन सिंह

पिता

निवासी 913 एटीएस विलेज सैक्टर-93 नौएडा

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उत्तर प्रदेश UTTAR PRADESH

17AA 554968

Lease Deed

Plot No - 64-01, Sec - 22A YRA



Photocopy of the

for

76

स्टाम्प विक्रेता की तिथि

स्टाम्प विक्रेता करने का प्रयोजन

स्टाम्प केता का नाम व पूरा बता

स्टाम्प की धन राशि

बनोज कुमार खन्ना स्टाम्प विक्रेता

आ 0 नं 61 तह अवधि 31-03-2012

उपनिबन्धक कार्यालय परिसर गेट नं 1

पट्टा दाता

28/3/12

मैसर्स फेव डिस्ट्रीब्यूटर्स प्रा. लि. काना

दिल्ली 9 कुमार सिंह

Registration No.: 19160

Year: 2012

Book No.: 1

0101 यमुना एक्सप्रेसविओवा0 द्वारा सदीप कुमार प्र0सं0

यमुना एक्सप्रेसविओवा0 सौतमयुद्धनगर

निकरी



पट्टा दाता

28/3/12



9

LEASE DEED

This lease deed is made on this the 17th day of July 2012 by and between the **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 **First Floor, Commercial Complex, Omega-I (P-2), Builder Area, Greater Noida, G.B.Nagar** (hereinafter referred to as "**LESSOR**" which expression, unless repugnant to the context, shall mean and include its successors)

And

M/s. Omnis Developers Pvt. Ltd., a Special Purpose Company (SPC) of **M/s. Fab Distributors (P) Ltd. (80%)**, **M/s. IBD Universal (P) Ltd. (10%)**, **M/s. Nalanda Builders & Developers (I) Ltd. (5%)** and **M/s. Fortune Builders (5%)** a company incorporated under the Indian Companies Act 1956, having their **Registered Office : B-3/207, Vikas Khand, Gomati Nagar, Lucknow**, through its Authorized Signatory **Mr. Dileep Kumar Singh S/o Shri S.K. Singh R/O 632, Raja Niwas, Kalu Kuwan, Banda (U.P.) 210001** duly authorized by the Board of Directors vide resolution dated 20th December, 2011 (hereinafter called the "**LESSEE**"), which expression, unless the context does not so admit, shall include its executors, successors in office, 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 institutional area.

AND WHEREAS, the LESSOR has agreed to demise and the LESSEE has agreed to take on lease the said plot of land, on the terms and conditions hereinafter appearing for the purpose of constructing **Group Housing / Builders Residential Buildings** as per the land use set out in the Brochure of Scheme YEA GH 01 / 2010 and as per the Buildings plans to be got approved by the LESSEE from the LESSOR.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:



02201 19160

पट्टा गृहीता

Registration No. : 19160

Year : 2012

Book No. : 1

0201 नौ ओमनिश डवलपर्स प्रा०लि० (एसपीसी) द्वारा दिलीप कुमार
एस०के० सिंह
632 राजा निवास बालु कुआ बंदा-210001
बापार



4



I. That in consideration of:

(a). the premium of Rs. 44,87,85,700/- (Rupees Forty Four Crore Eighty Seven Lac Eighty Five Thousand and Seven Hundred only out of which Rs. 13,46,35,710/- (Rs. Thirteen Crore Forty Six Lac Thirty Five Thousand Seven Hundred and Ten only) has been paid by the LESSEE, the receipt whereof the LESSOR do hereby acknowledge and the balance amount to be paid as per payment plan below mentioned alongwith interest @ 12% p.a. and in the event of default in payment of installment, interest @15% per annum compounded every half yearly would be chargeable for the delayed period:-

Installment No.	Installment Date	Beginning Principal	Principal	Interest	Closing Balance	Installment
1	17-Aug-11	314,149,990.00	19,634,374.00	18,848,999.00	294,515,616.00	38,483,373.00
2	17-Feb-12	294,515,616.00	19,634,374.00	17,670,937.00	274,881,242.00	37,305,311.00
3	17-Aug-12	274,881,242.00	19,634,374.00	16,492,875.00	255,246,868.00	36,127,249.00
4	17-Feb-13	255,246,868.00	19,634,374.00	15,314,812.00	235,612,494.00	34,949,186.00
5	17-Aug-13	235,612,494.00	19,634,374.00	14,136,750.00	215,978,120.00	33,771,124.00
6	17-Feb-14	215,978,120.00	19,634,374.00	12,958,687.00	196,343,746.00	32,593,061.00
7	17-Aug-14	196,343,746.00	19,634,374.00	11,780,625.00	176,709,372.00	31,414,999.00
8	17-Feb-15	176,709,372.00	19,634,374.00	10,602,562.00	157,074,998.00	30,236,936.00
9	17-Aug-15	157,074,998.00	19,634,374.00	9,424,500.00	137,440,624.00	29,058,874.00
10	17-Feb-16	137,440,624.00	19,634,374.00	8,246,437.00	117,806,250.00	27,880,811.00
11	17-Aug-16	117,806,250.00	19,634,374.00	7,068,375.00	98,171,876.00	26,702,749.00
12	17-Feb-17	98,171,876.00	19,634,374.00	5,890,313.00	78,537,502.00	25,524,687.00
13	17-Aug-17	78,537,502.00	19,634,374.00	4,712,250.00	58,903,128.00	24,346,624.00
14	17-Feb-18	58,903,128.00	19,634,374.00	3,534,188.00	39,268,754.00	23,168,562.00
15	17-Aug-18	39,268,754.00	19,634,374.00	2,356,125.00	19,634,380.00	21,990,499.00
16	17-Feb-19	19,634,380.00	19,634,380.00	1,178,063.00	-	20,812,443.00
			314,149,990.00	160,216,498.00		474,366,488.00

(b). payment of annual lease rent, which at present is calculated at the rate of 1% of the total premium of the plot and the LESSEE has paid one year lease rent in advance i.e. Rs. 44,87,857/- (Rupees Forty Four Lac Eighty Seven Thousand Eight Hundred and Fifty Seven only). In case of default of the payment of the lease rent the LESSEE shall have to pay interest @14% p.a. compoundable six monthly on the defaulted amount for the period of default, and

(c). the observance and performance of the covenants on the part of the LESSEE



Attn: Mr. A. K. Singh

the LESSOR doth hereby demise and lease to the LESSEE, all that plot of land numbered as **Plot No.-GH-01, Sector 22A** allotted under the Scheme Code YEA GH 01 / 2010 situated in Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar, (U.P.) admeasuring **82346 sq.mtr.** and which said plot is more clearly-delineated and shown in the attached plan and marked red and bounded:-

ON THE NORTH BY
ON THE SOUTH BY
ON THE EAST BY AS PER LEASE PLAN ATTACHED
ON THE WEST BY

and to hold the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the LESSEE for a term of 90 (Ninety) years commencing from the date hereof except and always reserving to the LESSOR on the terms and conditions set out hereinafter in this lease deed.

II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- (1). The demised plot is allotted and leased on "As is where is basis"
- (2) The LESSOR reserves the rights to all mines, minerals, coals, washing golds, 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 Chief Executive Officer of the LESSOR on the amount of such compensation will be final and binding on the applicant.



Handwritten signature

(3). PAYMENT:

(i). The LESSEE shall pay to the LESSOR the balance of the premium as per the schedule of installments mentioned in the Article I (1) above by the dates mentioned therein. If the LESSEE shall fail to pay any installment by the due date for payment thereof, it shall thereafter pay the same with interest as mentioned in Article 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, shall be appropriated towards the lease rent notwithstanding and direction/request of the LESSEE to the contrary.

(ii). Any payment due to the LESSOR on any account whatsoever shall constitute a charge on the demised premises within the meaning of the Transfer of Property Act and the same shall be recoverable as arrears of land revenue.

(iii). All payments should be made through a demand draft/ pay order drawn in favour of "YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/NOIDA/Greater NOIDA. The LESSEE should clearly indicate their name and details of plot and purpose of deposit on the reverse of the demand draft/ pay order.

(4). LEASE RENT

The LESSEE shall pay yearly lease rent at the rate and in the manner set out hereinbelow :

- (i). The lease rent will be payable @ 1% of premium of the plot for the first 10 years of lease period.
- (ii). The lease rent may be enhanced by the LESSOR by 50% after every 10 years i.e. 1.5 times of the pre-enhanced lease rent.



Attestation

- (iii). The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv). Delay in payment of the advance lease rent will be subject to the liability of payment of interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (v). The LESSEE has the option to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" unless the LESSOR decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the LESSEE has paid the earlier lease rent due and lease rent already paid will not be considered as a component of the option to pay the One Time Lease Rent. It is clarified that while exercising the option to pay one time lease rent the same shall be calculated as lease rent equivalent to 11 years lease rent payable in one go irrespective of the payments of any number of yearly lease rent in the past years.
- vi). The lease rent policy as may be amended from time to time by the LESSOR shall be binding on the LESSEE.

(5). Transfer, Assignment, mortgage etc.

- (i). Subject to what is set out in clause (6) hereinafter set out, 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 subject to such terms & conditions, including payment of such transfer charges, as may be decided by the LESSOR at the time of granting the transfer permission.



The decision of the LESSOR in this matter shall be final and binding upon the LESSEE or any person claiming through the LESSEE. Any dues whatsoever which is outstanding from the LESSEE shall be payable to the LESSOR before grant of permission to transfer the plot.

(ii). The LESSEE, may, with prior written permission of the LESSOR, mortgage the demised premises to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing the investment in the project. Provided that, in the event permission to mortgage is granted, conditions may be imposed in the sole discretion of the LESSOR AND the LESSOR shall always have the first charge on the demised premises in relation to all payments due or that may fall due from time to time in favour of the LESSOR and such a condition shall have to be incorporated in the agreement that the LESSOR may enter into with any Financial Institution / Bank for the purpose of raising finance.

Provided always that if the LESSEE or its 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 it shall deliver at its own expense to the LESSOR at its office an attested copy of the assignment, relinquishment, mortgage or transfer deed duly registered under the Indian Registration Act or any other amending statute. Any non compliance of the aforesaid obligation shall constitute a breach of the permission as aforesaid and also of the this lease deed, besides rendering the permission void.

(iii). In the event of the mortgaging to any Financial institution(s) / Bank(s) to facilitate the raising of loans by the purchasers of the property to be constructed by the LESSEE on the demised premises, at the joint request of the LESSEE and its allottee / purchaser, N.O.C. may be issued but the same shall be subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission, provided that all conditions imposed upon the LESSOR



shall necessarily be deemed to be applicable, binding and enforceable and upon the said allottee / purchaser and its mortgagee.

(iv). In the event of sale or foreclosure of the mortgaged/charged property the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, of the unearned increase in value of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

(v). 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 bid or through execution of decree of insolvency/court or any sale in proceedings under the provisions of the Companies Act.

(6). Sub Lease etc.

(i). After obtaining the approval of the lay-out plan from the LESSOR, and subject to the terms of this lease and its clauses the LESSEE has the option to sublease portions of land earmarked for group housing subject to minimum plot size of 4000/- (four thousand) Sq.mtr. The said sub lease deed shall be a tripartite sub lease deed as per the format duly approved by the LESSOR.

(ii). The sub-LESSEE may also develop the demised plot and construct the building, as per the approved plans in the shape of individual flats / residential plots, shops and thereafter Sub-lease the same in accordance with the terms of this lease. Provided that the sub lease shall be a tripartite sub lease deed as per the format duly approved by the LESSOR and the said sub lease shall be executed only after the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission



lines, street-lighting, etc. in that area is in full-swing. The lease rent in respect of the said sub-leased land shall have to be paid by the LESSEE at the time of execution of the tripartite sub-lease deed.

(iii). Every sub-LESSEE shall be bound by the terms of this lease deed and the terms shall be incorporated in the said tripartite sub lease deed. The sub LESSEE shall be liable to make payment of its proportionate share of lease premium of land area so subleased, rent and all other charges payable by the sub-LESSEE to the lesser which amount shall be adjusted against the dues payable by the LESSEE under this lease.

(iv). Since a minimum of 35% of the total land is to be kept for roads, parks and open spaces by the LESSEE, therefore, the premium per sq.mt. of the sub-leased land payable by the sub-LESSEE to the LESSOR shall be 1.54 times the rate of allotment per sq. mtr. to LESSEE. The installments of the premium of the land so sub-lease shall be so devised that the sub-LESSEE shall pay land premium to the LESSOR@1.54 times of the rate of allotment to the LESSEE and the difference between the rate mutually agreed between the LESSEE and the sub-LESSEE and the rate paid by the sub-LESSEE to the LESSOR shall be paid by the sub-LESSEE to the LESSEE. Such sub-LESSEE shall be treated as an independent entity for purposes of the land use, building byelaws and payments to the LESSOR. The Sub-LESSEE shall obtain NOC from the LESSOR and the LESSEE before allotting any built-up spaces to anybody and for this purpose shall have to execute tripartite sub-lease on the format and the terms, except for the consideration (but not including the lease-rent) for which prior approval shall have to be taken from the LESSOR.

(v). Any default on the part of such sub-LESSEE to abide by the terms and conditions of the lease deed shall be automatically considered as a default of the sub LESSEE and the LESSOR shall be entitled to take any action against such



sub-LESSEE, including cancellation of the sub-lease and forfeiture of the premium.

(7). Norms of Development

(i). The LESSEE shall develop the plots / construct the flats subject to the following norms*:-

PERMISSIBLE LAND USAGE	
Maximum permissible Ground Coverage	30 percent upto 40,000 Sqmts. & 40 percent above 40,000 Sqmts.
Maximum permissible FAR	3.0
Set Backs	As per Building Bye-laws
Maximum Height	No limit. For buildings above 30 mtrs. In height, clearance from Airport Authority shall have to be taken.
Density	1650 PPHA

* Subject to approval of State Government.

(ii). The LESSEE, at its own cost, shall prepare the detailed lay-out plan for the entire demised premises and before the commencement of any work whatsoever get the same approved from the LESSOR. All works shall be carried out by the LESSEE or any person claiming through the LESSEE only as per the plans approved by the LESSOR.

(iii). The internal development of the demised plot shall be the sole responsibility of the LESSEE and it shall be carried out as per the lay-out plan approved by the LESSOR at the cost of LESSEE.

(iv). The LESSEE shall have to construct on its own a minimum of 30 per cent of the total permissible FAR

(v). The LESSEE / sub LESSEE of portion of the plot sub leased under clause (6) above, as the case may be, shall exclusively be responsible for the implementation of the Project.



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(vi). The LESSEE / the said sub LESSEE shall ensure quality development and subsequent maintenance of the buildings and services till such time, an appropriate alternate agency for such work/ responsibility is identified legally by the LESSEE. Thereafter the agency appointed by the LESSEE will be responsible to the LESSOR for the maintenance and service of the constructed flats/ buildings.

(vii). The LESSEE / sub LESSEE (within the meaning of clause (6) above) shall execute an indemnity bond, indemnifying the LESSOR against all disputes arising out of:

- a. Non-completion of the Project.
- b. Quality of construction.
- c. Any other legal dispute arising out of allotment, lease, sub-lease etc.

(viii). The LESSEE / sub LESSEE as the case may be shall submit the building plan together with the detailed lay-out plan showing the phases for execution of the project for approval within 9 months from the date hereof and shall start land development, and internal development within 18 months from the date of possession. The land development and internal developments shall have to be completed by the LESSEE within 5 years from the date hereof to the satisfaction of the LESSOR.

(ix). The LESSEE/ sub-LESSEE shall commence the construction of the F.A.R. within 18 months from the date of possession and shall be required to complete the construction of area provided to the LESSEE/ sub-LESSEE as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the LESSOR in maximum 7 phases within a period of 10 years from the date of execution of lease deed. The LESSEE/ sub-LESSEE shall complete the construction of minimum area according to bye-laws of the allotted plot as per approved layout plan and get temporary occupancy/ completion



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certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of 3 years from the date of execution of the lease deed.

(x) That the LESSEE shall not erect or permit to erect any building on the demised premises without the previous written permission of the LESSOR. The plan should be got approved by the appropriate authority or any officer authorized by the LESSOR on that behalf. In the event of any deviation from such plan, the LESSEE shall immediately upon receipt of notice from the LESSOR requiring them 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.

(xi) That the LESSEE shall construct the building according to the architectural and elevation control as prescribed by the LESSOR and as per the Building bye laws of the LESSOR as amended at the time subject to the changes as prescribed (if any) in the future.

(xii). All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the LESSOR. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the LESSEE.

(xiii). Without prejudice to the LESSORs right of cancellation, the period for the completion of the Project, may be extended for a maximum period of three years only with penalty as under:

- a) For first year the penalty shall be @4% of the total premium.



- b) In addition to the penalty paid for the first year for second year the penalty shall be @ 5% of the total premium.
- c) In addition to the penalty for the first and second year for third year the penalty shall be @ 6% of the total premium.

No further extension shall be allowed under any circumstances whatsoever.

(xiv). In the event the LESSEE/ sub-LESSEE does not construct building within the time provided including extensions granted, if any, the lease/ sub-lease deed as the case may be, shall be liable to be cancelled. LESSEE/ sub-LESSEE shall lose all rights to the demised premises and constructed thereon.

(xv) The LESSEE at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of the LESSOR or from any other the competent authority in this regard.

(xvi). The demised premises and the building constructed thereon shall be used only for the purpose of **Group Housing / Builders Residential Plots** and the ancillary purpose permissible as per the approved building plans and for no other purpose whatsoever either in full or in part or any mixed use. Any violation of this condition of user shall constitute a breach of this lease deed. The LESSEE / sub LESSEE or any person claiming through them, as the case may be shall 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.

(xvii) The LESSEE/sub-LESSEE shall have the right to sub-lease the developed plot(s) and built up space as per the layout and building plans approved by the LESSOR at its own price on the standard tri partite sub lease agreements approved by the LESSOR.



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(xviii) No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space. However, for each subsequent sales / transfer, the transfer charges as prevalent on the date of grant of permission to transfer, shall be payable to the LESSOR.

(8). MAINTENANCE:

(i) The LESSEE shall be solely responsible for the proper upkeep and maintenance of the demised premises and buildings constructed thereon and shall at all times keep the same in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the LESSOR.

(ii) The LESSEE shall at all times keep all the available facilities as well as the surroundings neat and clean and in good hygienic and safe condition to the convenience of the inhabitants of the place and the neighbours.

(iii) That the LESSEE shall abide by and comply with all Building Regulations and Directions framed/issued by the LESSEE under the provisions of the U.P. Industrial Area Development Act, 1976. In the event of non compliance of these terms and conditions or of any Regulations or Directions by the LESSEE, the LESSOR shall have the right to impose such penalty, including determination of the lease as the Chief Executive Officer of the LESSOR may consider just and /or expedient.

(iv) If the maintenance work of any area is not found satisfactory by the LESSOR and / or the defect / shortcoming is not removed within such time as may be allowed by the LESSOR in this regard, then the required maintenance work shall be carried out by the LESSOR and all the expenses incurred in carrying out such works shall be recoverable from the LESSEE or its occupier and any non payment shall constitute a charge on the demised premises or the building constructed thereon.



(v) That the LESSEE shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or which, in the opinion of the LESSOR are indecent or immoral.

(vii) 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.

(vii) The LESSEE shall, immediately upon receipt carry out all directions of LESSOR in respect of the maintenance of building, plot and surrounding areas as well as with regards to the provisions of the urban services.

(9). CANCELLATION:

(i) The lease shall be liable to be determined and possession resumed in the event :

(a). the LESSEE does not construct the building within the time originally provided in this deed or within the extended period permitted by the LESSOR

(b) the LESSEE does not abide by the terms and conditions of this deed or the Building Regulations or any other provision of the U.P. Industrial Area Development Act, 1976 or any rules and regulations framed thereunder or the Directions issued by the LESSEE .

(c) If the LESSEE makes default in payment of premium and interest for two consecutive installments to the LESSOR

(d) If the LESSEE fails to achieve the objects for which land has been allotted / leased ,



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(c). if the LESSEE transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing the building for the purpose approved as per the building plan on it as herein before provided within the period mentioned in Article II(7) above, 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 part thereof determine this demise and re-enter. If at the time of re-entry, 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 24% of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise.

Provided that if at the time of re-entry the demised premises are occupied by any building constructed by the LESSEE thereon, The LESSEE shall within a period of three months from the date of re-entry remove, 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.



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(ii) In addition to and not in derogation of any the other specific clause relating to cancellation, the LESSOR shall be free to exercise its rights of cancellation of the lease/allotment in the case of:

(a) the allotment is found to have been obtained through fraud , misrepresentations / suppression of material facts.

(b) any violation of the directions issued or rules and regulations framed by the Government or the Pollution Control Board or by any other statutory authority .

(iii) In the event of cancellation, under sub-clause (ii)(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 structures thereon, if any, and the LESSEE or any person claiming through the LESSEE shall not be entitled to any compensation for the same .

(iv) In the event of cancellation, under sub-clause (i) & (ii)(b) above, 25% of the total premium or the amount deposited upto the date of cancellation, whichever is the less, shall be forfeited and the balance, if any, shall be refunded without any interest.

(10). RESTORATION

(i) Restoration of cancellation may be allowed by the Chief Executive Officer of the LESSOR as per the prevailing policy of the LESSOR prevalent on the date of order of restoration.

(11). Liability to pay taxes

The LESSEE / sub LESSEE or any person claiming through them as the case may be shall be liable to pay all rates, taxes, charges, user fees and assessment of every description imposed by the LESSOR or any other statutory of governmental



authority in this behalf in respect of the demised premises as a vacant plot or upon the building constructed or on both as per the applicable law.

III OTHERS

(i) That the LESSEE / sub LESSEE or any person claiming through them as the case may be shall be bound by the provisions of the U.P. Industrial Development Act, 1976, the Rules and Regulations made thereunder or the directions issued by the LESSOR now existing or hereafter to exist

(ii) In case of default of any payment whatsoever due to the LESSOR, the LESSOR, without prejudice to its power to determine the lease deed, may also initiate steps for the recovery of the same and may also request the concerned departments supplying water and electricity to the LESSEE / sub LESSEE or any person claiming through them as the case may be, to disconnect such supply. However in the event of disconnection of electricity and water on the request of the LESSOR, the same shall be liable to restored immediately by the concerned department on production of proof of payment to the LESSOR

(iii) Any losses suffered by the LESSOR on a fresh grant of demised premises for breaches of condition aforesaid on the part of the LESSEE / sub LESSEE or any person claiming through them as the case may be shall be recoverable by the LESSOR.

(iv) 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.



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(v) The LESSOR reserves the right to make such additions, alternations or modifications in the terms hereof as LESSOR may consider just or expedient.

(vi) In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding on the LESSEE.

(vii) All notices, orders and other documents required under the terms of the MOU/Agreement or under the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) or any rule or regulations made there under shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act 1973 as re-enacted and modified by Uttar Pradesh Presidents Act (Re-enactment with modifications) Act 1974 (U.P. Act No. 30 of 1974)

(vii) All arrears or dues payable to the LESSOR shall be recoverable as arrears of land revenue.

(viii) Any relaxation, concession or indulgence granted by the LESSOR to the LESSEE shall not in any way prejudice other legal rights of the LESSOR.

(ix) That all General and Special terms and conditions as contained in the Brochure of the Scheme under which the allotment has been obtained by the LESSEE shall also form part of this lease deed. However, it is clarified that in case of any contradiction the clauses of the lease deed shall prevail.

(x). Any dispute between the LESSOR and the LESSEE or any person claiming through the LESSEE shall be subject to the exclusive territorial jurisdiction of District Courts at Gautam Budh Nagar or the Hon'ble High Court of Judicature at Allahabad.

(xi). If due to any "Force Majeure" or such circumstances beyond the LESSOR control, the LESSOR is unable to make allotment or facilitate the LESSEE to undertake the activities in pursuance of executed lease deed, the deposits



depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.

(xii). The LESSOR shall monitor the implementation of the project.

(xiii). The term LESSEE, unless the context otherwise prohibits, shall include the term sub LESSEE or any person claiming through them as the case may be.

(xiv). Buildings earmarked for community facilities cannot be used for purposes other than community requirements.

(xv). The LESSOR in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.

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

(1) Witness Kuldeep Singh For and on behalf of the LESSOR



Address

913, ATS village
Sector - 93
NOIDA



(2) Witness AMIT PANWAR For and on behalf of the LESSEE

Address

616, Jawahar Colony
Patel Nagar
Muzaffarnagar U.P.

आज दिनांक 05/10/2012 को

बही सं. 1 जिन्द सं. 11703

पृष्ठ सं. 29 से 78 पर क्रमांक 19160

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर

गौतमबुद्धनगर

5/10/2012

