

10287

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(भाग १)

क्रम संख्या.....

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

या प्रार्थना-पत्र प्रस्तुत करने का दिनांक.....

त कर्ता या प्रार्थी का नाम.....

10 JUN 2011

का प्रकार.....

हल की धनसहायि.....

रजिस्ट्रीकरण शुल्क.....

प्रतिलिपिकरण शुल्क.....

निरीक्षक या तलाश के लिए शुल्क.....

मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क.....

कमीशन शुल्क.....

विविध.....

यात्रिक भत्ता.....

रुकायोग.....

ल करने की दिनांक.....

लेख प्रतिलिपि या तलाश प्रमाण.....

रने के लिए तैयार होगा.....

धिकारी के हस्ताक्षर.....

गौतमबुद्धनगर



यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

ए-1, प्रथम तल, कॉर्पोरेट कॉम्प्लेक्स, एफ ब्लॉक, सै0-बीटा-2, ग्रेटर नोएडा, जनपद-गौतमबुद्धनगर (उ0प्र0)

दूरभाष न0 0120-4291361 फ़ैक्स न0 0120-4291360

पत्रांक: वाई.ई.ए/सम्पत्ति/102/2011

दिनांक : 13-06-2011

POSSESSION CERTIFICATE

Allotment No. 25/YEA-RT-02/2011 Date: 17.02.2011
Plot No. TS-01
Block No. Nil.
Sector: 22A

Lessee/Allottee's Name
& Address:
M/s. Three C Homes Private
Limited (SPC)
C-23, Greater Kailash
Enclave Part-I,
New Delhi – 110048

Status/Boundaries of Plot Remarks	Dimensions	Area (In Sq.m.)
		(392474 sqm.)
North- East.....	As per Lease Plan	
South- West.....	As per Lease Plan	
South- East.....	As per Lease Plan	
North- West.....	As per Lease Plan	

Site plan of the plot is enclosed herewith.

I/We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession Handed over by

Possession taken over by

12/6/11
Yamuna Expressway Industrial
Development Authority
Beta-II, Greater Noida

For Three C Homes Pvt. Ltd.

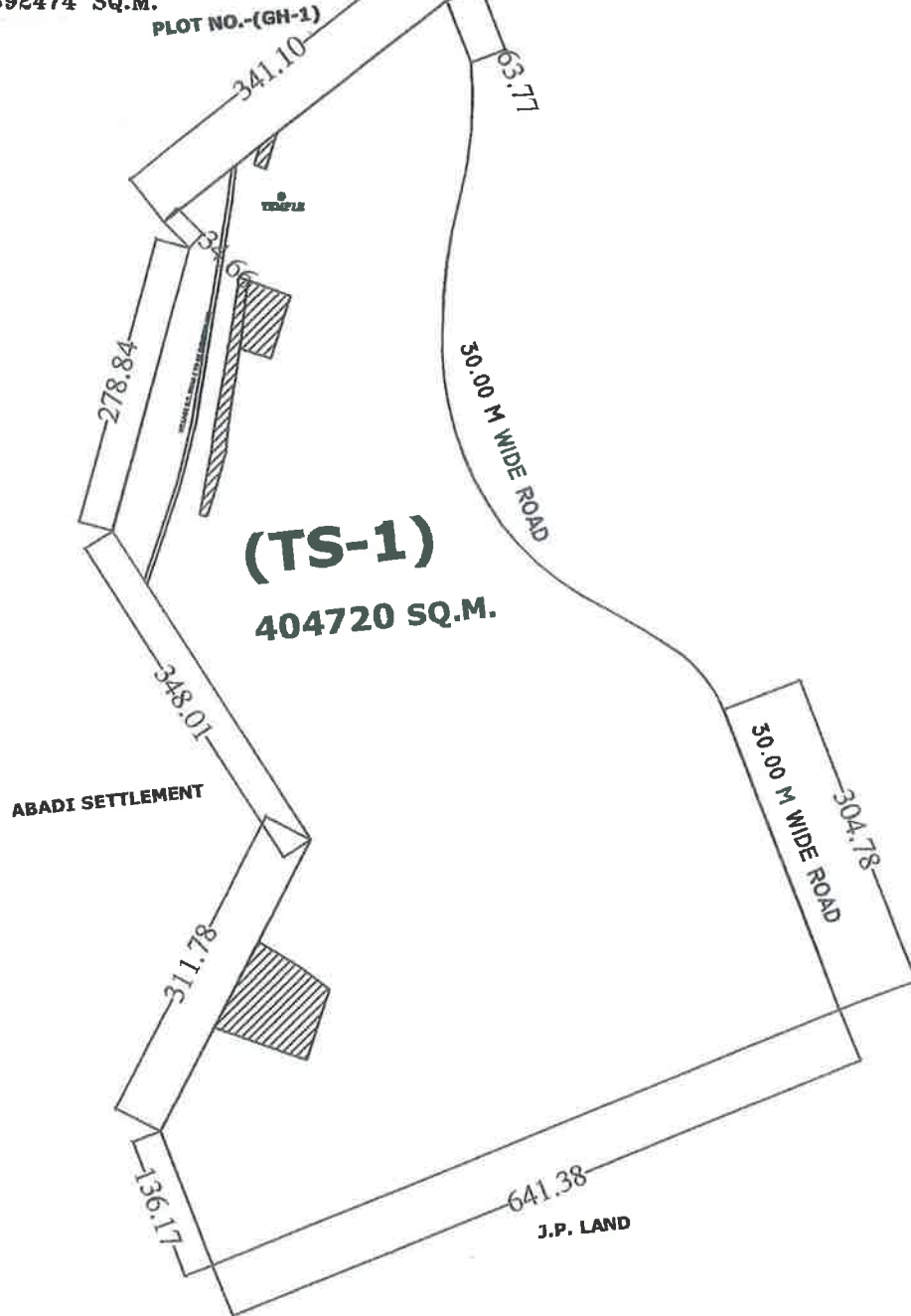
Authorized Signatory
Signature of the lessee

Copy to:

1. Lessee
2. General Manager (Plng./Proj.)

Manager (Property)
Yamuna Expressway Industrial
Development Authority
Beta-II, Greater Noida

GROSS AREA-404720 SQ.M.
AREA UNDER STAY- 12246 SQ.M.
NET AREA-392474 SQ.M.



NOTE-

Development work in progress Dimension may increase or decrease after completion of site development.

SIGN-- Authorised Signatory POSSESION TAKEN OVER	SIGN-- Yamuna Expressway Industries Industrial Development Authority District-II, Greater Noida POSSESION HANDED OVER	N
LEASE PLAN FOR PLOT NO. ^{TS-1} 58-2, SEC.22(A)	PROJ.DEPTT. ASST.MANAGER	MANAGER SR.MANAGER
	LAND.DEPTT. LEKHPAL	NAYAB TEHSILDAR TEHSILDAR
	LAW.DEPTT.	A.L.O.
	PLNG.DEPTT. SR.DRAFTSMAN	SR.EXECUTIVE



YAMUNA EXPRESSWAY INDUSTRIAL
DEVELOPMENT AUTHORITY

For more information, visit www.pearson.com

Author's Note

I-10287/2011



उत्तर प्रदेश UTTAR PRADESH



4AA 257996

Stamp Duty Paid in Cash Certificate in favour of *m/s Three C Homes Pvt Ltd.*
C-23, Greater Kailash Enclave, Part-1, New Delhi
In Pursuance of the order of the Collector
No. *10/2011* Dated *05/05/11* Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. *10,09,20,000/-* *Rs. Ten Crore Nine Lacs Twenty Thousand only*
(In words Rs. *10,09,20,000/-*)
has been Paid in Cash as stamp Duty in Respect
of this instrument in the State Bank of India/
Treasury/Sub Treasury of *No 10/11*
by Challen No. *10/2011* Dated *03/06/11*
a Copy of Which is annexed herewith.

Date *07/06/11*

Officer-in-Charge
Treasury

Gautam Budh Nagar

LEASE DEED

Residential Township Plot No. TS-01, Sector- 22A, situated in Yamuna
Expressway Industrial Development Area, District Gautam Budh Nagar, (U.P.)
under scheme code YEA-RT-02/2010

Yamuna Expressway Industrial
Development Authority
Beta-II, Greater Noida

For Three C Homes Pvt. Ltd.

[Signature]
Authorised Signatory

नं. 733 रु. 20/- में शामिल किया गया।
- 4 JUN 2011
राकाड़िया
★ कोणार/गौतम बुद्ध नगर ★

and the results are consistent with



LEASE DEED (RESIDENTIAL TOWNSHIP)

This lease deed is made on this 10th day of June 2011, 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 A-1, First Floor Commercial Complex, Sector-Beta-II, Greater Noida, Distt Gautam Budhnagar, Uttar Pradesh (**hereinafter referred to as "Lessor"** which expression shall, unless repugnant to the context mean and include its successors)

And

M/s Three C Homes Pvt. Ltd., Special Purpose Company (SPC) of M/s. Anushria Realtors Pvt. Ltd. (50%), M/s. Three C Universal Developers Pvt. Ltd. (5%), M/s. Dashmesh Promoters and Developers Pvt. Ltd. (5%) and M/s. Three C Builders Pvt. Ltd. (40%), a company incorporated under the Indian Companies Act 1956, having their Registered Office : C-23, Greater Kailash Enclave Part-I, New Delhi-110048, through its Authorized Signatory **Mr. Dinesh Pahwa S/o Shri Hansraj Pahwa R/O 104, Gali No.-2, Thapar Nagar, Meerut City (U.P.)** duly authorized by the Board of Directors vide resolution dated 02.06.2011 hereinafter called the Lessee, which expression shall unless the context does not so admit, 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 externally developed by the Lessor for the purpose of setting up an urban and industrial township.

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 residential, commercial and institutional & Facilities as fixed in the brochure / tender document of Scheme Code **YEA-RT-02** scheme according to building plan approved by the Lessor.

I. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of **Rs. 183,48,15,950/- (Rupees One Hundred Eighty Three Crore Forty Eight lac Fifteen Thousand Nine Hundred and Fifty only)** out of which **Rs. 55,04,44,785/- (Rs. Fifty Five Crore Four lac Fourty Four Thousand Seven Hundred and Eighty Five 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:-


Yamuna Expressway Industrial
Development Authority
Beta-II, Greater Noida

For Three C Homes Pvt. Ltd.

Authorised Signatory



For the Director, Library of Congress

Respectfully,
[Signature]

Installment No.	Installment Date	Beginning Principal	Principal	Interest	Closing Balance	Installment
1	17-Aug-11	1,284,371,165.00	80,273,198.00	77,062,270.00	1,204,097,967.00	157,335,468.00
2	17-Feb-12	1,204,097,967.00	80,273,198.00	72,245,878.00	1,123,824,769.00	152,519,076.00
3	17-Aug-12	1,123,824,769.00	80,273,198.00	67,429,486.00	1,043,551,571.00	147,702,684.00
4	17-Feb-13	1,043,551,571.00	80,273,198.00	62,613,094.00	963,278,373.00	142,886,292.00
5	17-Aug-13	963,278,373.00	80,273,198.00	57,796,702.00	883,005,175.00	138,069,900.00
6	17-Feb-14	883,005,175.00	80,273,198.00	52,980,311.00	802,731,977.00	133,253,509.00
7	17-Aug-14	802,731,977.00	80,273,198.00	48,163,919.00	722,458,779.00	128,437,117.00
8	17-Feb-15	722,458,779.00	80,273,198.00	43,347,527.00	642,185,581.00	123,620,725.00
9	17-Aug-15	642,185,581.00	80,273,198.00	38,531,135.00	561,912,383.00	118,804,333.00
10	17-Feb-16	561,912,383.00	80,273,198.00	33,714,743.00	481,639,185.00	113,987,941.00
11	17-Aug-16	481,639,185.00	80,273,198.00	28,898,351.00	401,365,987.00	109,171,549.00
12	17-Feb-17	401,365,987.00	80,273,198.00	24,081,959.00	321,092,789.00	104,355,157.00
13	17-Aug-17	321,092,789.00	80,273,198.00	19,265,567.00	240,819,591.00	99,538,765.00
14	17-Feb-18	240,819,591.00	80,273,198.00	14,449,175.00	160,546,393.00	94,722,373.00
15	17-Aug-18	160,546,393.00	80,273,198.00	9,632,784.00	80,273,195.00	89,905,982.00
16	17-Feb-19	80,273,195.00	80,273,195.00	4,816,392.00	-	85,089,587.00
			1,284,371,165.00	655,029,293.00		1,939,400,458.00

Lessee has opted to pay annual lease rent (till start for execution of sub-lease deed) and accordingly paid one year lease rent in advance i.e. Rs. **1,83,48,160/- (Rupees One Crore Eighty Three Lacs Fourty Eight Thousand One Hundred Sixty Only)** at the rate of 1% of the total premium of the plot. In case of default he/they shall have to pay interest @ 15% p.a. compoundable six monthly.

The Lessor doth hereby demise and lease to the lessee, all that plot of land numbered as Plot No. TS-01, Sector- 22A, allotted under the Scheme Code LESSOR-RT-02 situated in Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar, (U.P.) contained by admeasurements 400000 sq.mt. (As Per Lease Plan 392474 Sqm.) be the same, a little more or less, and bounded: -

ON THE NORTH BY
ON THE SOUTH BY
ON THE EAST BY
ON THE WEST BY

AS PER LEASE PLAN ATTACHED

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 for a term of 90 (Ninety) years commencing from **10th June, 2011** (the date of execution of the lease deed) except and always reserving to the Lessor on the terms and conditions mentioned below:-

A. NORMS OF DEVELOPMENT

a) The land use breakup for the demised premises shall be as follows:

PERMISSIBLE LAND USAGE	
Institutional & Facilities	Minimum 05%


Yamuna Expressway Industrial
Development Authority
Beta II, Greater Noida

For Three C Homes Pvt. Ltd.

Authorised Signatory

1918,297,545.00 पट्टा विलेख (90 वर्ष) 10,000.00 50 10,050.00 2,500

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

मै0 श्री सी होम्स प्रा0लि0 (एसपीसी) द्वारा दिनेश पाहवा

पुत्र श्री हंसराज पाहवा

व्यवसाय व्यापार

निवासी स्थायी 104 गली नं0-2 थापर नगर मेरठ सिटी उ0प्र0

अस्थायी पता 104 गली नं0-2 थापर नगर मेरठ सिटी उ0प्र0

ने यह लेखपत्र इस कार्यालय में दिनांक 10/6/2011 समय 6:23PM

बजे निबन्धन हेतु पेश किया।



Handwritten signature in blue ink

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर

गौतमबुद्धनगर

10/6/2011

निष्पादन लेखपत्र वाद सनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

यमुना एक्स0ओ0वि0प्रा0 द्वारा संदीप कुमार
प्र0सं0

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पेशा नौकरी

निवासी यमुना एक्स0ओ0वि0प्रा0 ग्रेटर नौएडा



मै0 श्री सी होम्स प्रा0लि0 (एसपीसी) द्वारा दिनेश
पाहवा

पुत्र श्री हंसराज पाहवा

पेशा व्यापार

निवासी 104 गली नं0-2 थापर नगर मेरठ सिटी
उ0प्र0

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Roads, Parks & Open spaces	Minimum 35%
Commercial	05% Maximum
Residential (Plotted and Flatted)	55% Maximum
PERMISSIBLE FAR (MAXIMUM)	
Commercial	As per bye-laws.
Residential	
(i) Plotted	As per bye-laws.
(ii) Flatted	As per bye-laws.
Institutional	As per bye-laws
PERMISSIBLE DENSITY	
Overall Max. Density	Max. Permissible Density shall be 1650 PPHa for the 'Residential Area' only

b) FAR, Ground Coverage and Density shall be as per the bye-laws of the authority.

B. LEASE RENT

The Lessee shall have to pay yearly lease rent at the rate and in the manner given below:

- (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 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (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 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 in One Time Lease Rent option.

The lease rent policy as ammended from time to time shall be binding on the lessee.

C.


Ramuna Expressway Industries
Development Authority
Bata-II Greater Noida

For Three C Homes Pvt. Ltd,

Authorised Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री मदन लाल गुप्ता

पुत्र श्री स्व0 पी0सी0 गुप्ता

पेशा व्यापार

निवासी सी-13/12 नौएडा गौतमबुद्धनगर

व श्री विकास आनन्द

पुत्र श्री दीपक आनन्द

पेशा नौकरी

निवासी डी-1133/49 फरीदाबाद हरियाणा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


उपनिबन्धक सदर
गौतमबुद्धनगर
10/6/2011



1. 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.
2. All payments should be remitted by due date. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.
3. The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
4. In exceptional circumstances, the time for the payment of balance due amount may be extended by the YEA Subject to payment of interest @ 15% p.a. compounded half yearly for the defaulted /delayed period.
5. The demised plot is allotted and leased on "As is where is basis"
6. Surrender after execution of lease deed shall not be allowed.
7. The lessee shall prepare the detailed lay-out plan for the entire demised premises for prior approval of the lessor.
8. Internal development of the sector shall be the full 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.
9. The lessee shall have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
10. The allottee shall have option to sub-lease 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' with prior approval of the lessor. On the request of the developer, the lessor may give permission up to maximum additional 15% subject to the fulfillment of the conditions as per policy of the lessor prevailing at that time.
11. After the approval of the lay-out plan from the Lessor, the lessee shall have the option to sublease portions of land earmarked for group housing, commercial, and institutional subject to minimum plot size of 10000 Sq.mtr. for group housing and 2000 Sq.mtr for commercial land after approval from the lessor. The lessee may also develop the demised plot in the shape of individual flats/residential plots and that for shops and thereafter Sub-lease the same in accordance with the provisions of clause-14 hereafter. Provided that the Lessee shall sub-lease an area 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.

पट्टा दाता

Registration No.: 10287

Year : 2,011

Book No. : 1

0101 यमुना एक्सओओविओप्राओ द्वारा संदीप कुमार प्रओसंओ

यमुना एक्सओओओविओप्राओ ग्रेटर नौएडा
नौकरी



The lease rent in respect of the sub-leased land shall have to be paid by the lessee at the time of execution of the tripartite sub-lease deed.

12. In case of sub-lease of plots having an area of 2,000 (Two Thousand) sqm. or above, as defined in Clause-12 above, the proportionate lease premium and or the lease rent shall be directly payable by the Sub-lease to the lessor which amount shall be adjusted against the dues payable by the lessee under this lease.
13. The Lessee shall have to execute a tripartite sub lease deed in favour of Sub Lessee in the form and format as prescribed by the lessor. Upon Execution of such tripartite sublease deed, sub-lessee shall be bound to comply with the provisions of payment of proportionate share of lease premium of land area so sublet, lease rent and all other charges payable to the lessor in the proportionate share of the land area so subleased.
14. Any default on the part of such sub-lessee to abide by the terms and conditions of the lease deed shall not be automatically considered as default of the Lessee. The lessor shall be entitled to take any action against the sub-lessee, including cancellation of the sub-lease and forfeiture of the premium.
15. The Lessee shall be wholly and solely responsible for implementation of the Project save and except the land which it has subleased & shall also be wholly & solely responsible for ensuring 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 maintenance and service of the constructed flats/ buildings.
16. The Lessee shall execute an indemnity bond, indemnifying the Lessor against all disputes arising out of:
 1. Non-completion of the Project.
 2. Quality of construction
 3. Any other legal dispute arising out of allotment, lease, sub-lease etc.
17. The lessee is required to submit 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 of possession and shall start land development, and internal development within 18 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The land development and internal developments have to be completed by the lessee within 5 years from the date of possession to the satisfaction of the Lessor.
18. 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

पट्टा गृहीता

Registration No. : 10287

Year : 2,011

Book No. : 1

0201 मै0 थी सी होम्स प्रा0लि0 (एसपीसी) द्वारा दिनेश पाहवा

हंसराज पाहवा

104 गली नं0-2 थापर नगर मेरठ सिटी उ0प्र0

व्यापार



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 be required to complete the construction of minimum 15 per cent of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion 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.

19. 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.
20. 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:
- For first year the penalty shall be @ 4% of the total premium.
 - In addition to the penalty paid for the first year for second year the penalty shall be @ 5% of the total premium.
 - In addition to the penalty for the first and second year for third year the penalty shall be @ 6% of the total premium.

Extension for more than three years, normally will not be allowed.

21. In case 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.
22. There shall be liberty at the part of lessee to decide the size of the built up space within the frame work of LESSOR Building Bye-laws.
- 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 lease agreements approved by the Lessor.
 - No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space within two years after the date of completion. However, for subsequent sales, the transfer charges as prevalent at the time of transfer, or as may be decided by the LESSOR, shall be payable.
25. The Lessee may, with prior permission of the Authority/Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by allottee or on receipt of assurance of payment by bank or under any other suitable



arrangement in mutual settlement amongst the Authority, developer and the financial institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the Authority at the time of granting the permission.

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

The Authority's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

D. LIABILITY TO PAY TAXES

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

E. OVERRIDING POWER OVER THE DORMANT PROPERTIES

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

F. MAINTENANCE

1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be maintained.



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- a) in a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place.
3. The Lessee sub lessee/ their allottee or any person claiming through them shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor framed/ issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and Rules made thereunder.
 4. In case of non-compliance of terms and directions of the lessor, the lessor shall have the right to impose such penalty as it may consider just and expedient.
 5. The lessee/ sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, LESSOR will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee/ sub-lessee. The lessee/ sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/ sub-lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Lessor in this regard shall be final.

G. CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Lessor, shall be free to exercise its right of cancellation of lease in the case of:

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by the Lessor or any Authority or by any other statutory body.
3. Default on the part of the lessee for breach/ violation of terms and conditions of allotment/ lease and/ or non-deposit of the dues payable to the lessor.
4. If at the time of cancellation, the plot is occupied by the Lessee an amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.



5. If the allotment is cancelled on the ground mentioned in para G-1 above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

H. MISUSE, ADDITIONS, ALTERATIONS ETC.

In case of violation of any of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with the structure(s) thereon, if any, shall be resumed by the YEA.

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

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

I. OTHER CLAUSES

1. Multiple renting shall be admissible to the lessee and for the sub-lessee.
2. The Lessor reserves the right to make such additions/ alternations or modifications in the terms and conditions of allotment/ lease deed/ sub lease deed from time to time, as may be considered just and expedient.
3. In case of any clarification or interpretation regarding these terms and conditions, the decision of the Lessor shall be final and binding.
4. 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.
5. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the Lessor shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.



Authorized Signatory
for James E. Stewart, FBI

6. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
7. The Lease Deed/ allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the Rules and/ or Regulations made or directions issued, under the said act.
8. The Lessor shall monitor the implementation of the project.
9. The lessee/ sub-lessee of the Lessee shall be liable to pay all taxes/ charges leviable from time to time by Lessor or any other authority duly empowered by them to levy the tax/ charges.
10. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/ sub-lessee will not be paid any compensation thereof.
11. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
12. All arrears due to the Lessor would be recoverable as arrears of land revenue.
13. The Lessor shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
14. The Lessor in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
15. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the lessee alongwith simple interest @ 4% p.a. if delay in refund is more than one year from such date.
16. All terms & conditions of the scheme brochure shall be binding on the lessee.


Gurgaon Expressway Industrial
Development Authority
Beta II, Greater Noida

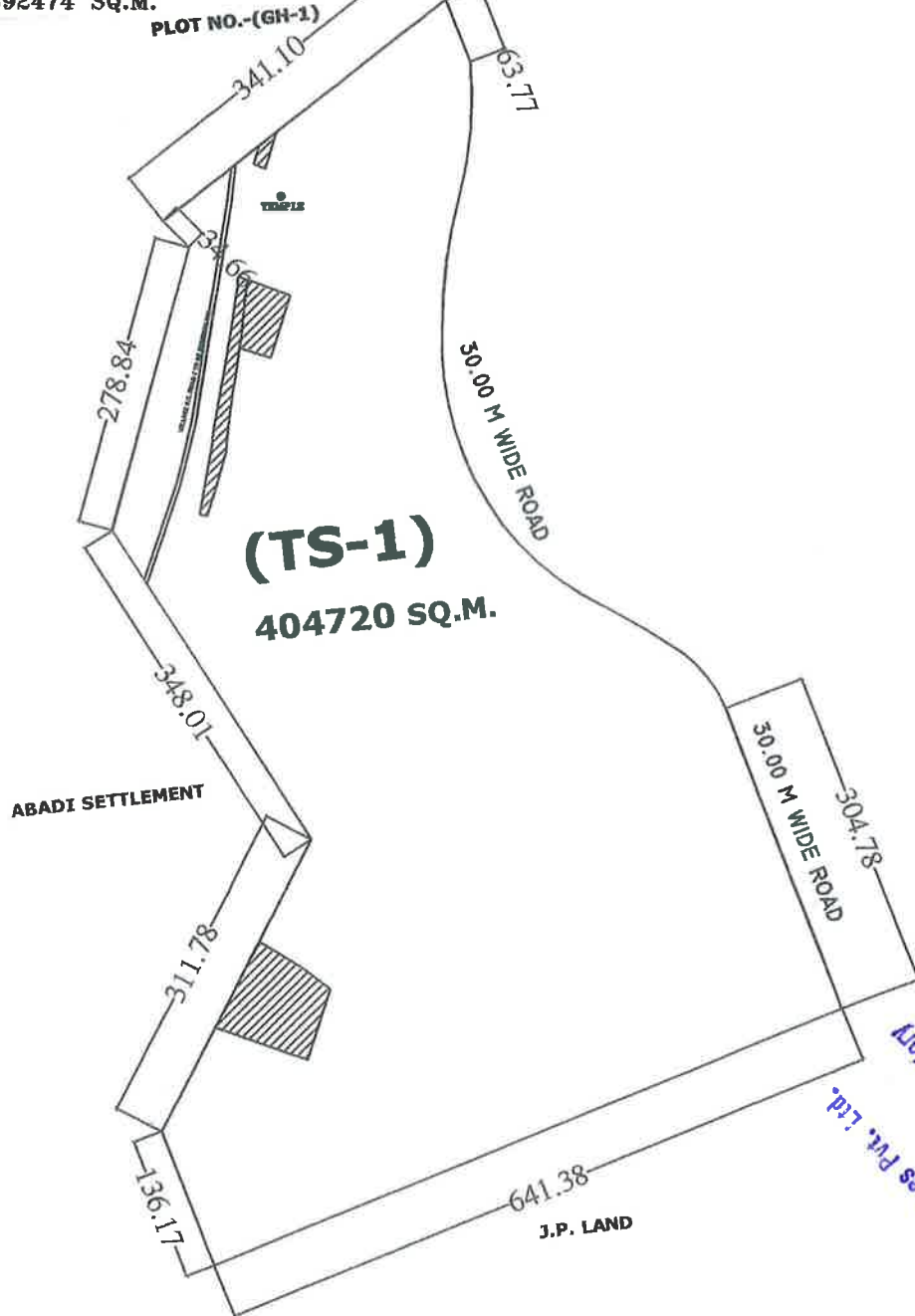
For Three C Homes Pvt L .

Authorised Signatory

Author's Name
The John D. Hume



GROSS AREA-404720 SQ.M.
AREA UNDER STAY- 12246 SQ.M.
NET AREA-392474 SQ.M.



NOTE-

Development work in progress Dimension may increase or decrease after completion of site development.

SIGN—	SIGN—				 N
POSSESSION TAKEN OVER	POSSESSION HANDED OVER				
LEASE PLAN FOR PLOT NO. ^{TS-1} TS-1 SEC.22(A)	PROJ.DEPTT.	 ASSTT.MANAGER	 MANAGER	 SR.MANAGER	
	LAND.DEPTT.	 LEKHPAL	 NAYAB TEHSILDAR	 TEHSILDAR	
	LAW.DEPTT.		 A.L.O.		
	PLNG.DEPTT.	 SR.DRAFTSMAN	 SR.EXECUTIVE		



YAMUNA EXPRESSWAY INDUSTRIAL
DEVELOPMENT AUTHORITY



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

In presence of

Witness :

Address :

[Signature]
Madan Lal Gupta
70 Lohi Sh. P. C Gupta
C-13 Sector 12 m201

[Signature]
For & behalf of LESSOR

Yamuna Expressway Industrial
Development Authority
Beta-II, Greater Noida

Witness :

Address :

[Signature]
Anand
D-1133/49
Prest

For & behalf of LESSEE

For Three C Homes Pvt. Ltd.

Certified that this is a true and exact copy of original in *[Signature]* Authorised Signatory

For & behalf of LESSEE

For Three C Homes Pvt. Ltd.

[Signature]
Authorised Signatory

For & behalf of LESSOR

[Signature]
Yamuna Expressway Industrial
Development Authority
Beta-II, Greater Noida

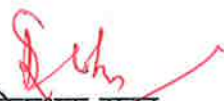
आज दिनांक 10/06/2011 को

बही सं. 1 जिल्द सं. 8687

पृष्ठ सं. 1 से 30 पर क्रमांक 10287

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


उपनिबन्धक सदर
गौतमबुद्धनगर
10/6/2011

