

I 3943



उत्तर प्रदेश. UTTAR PRAD



17AA 009800

Stamp Duty Paid in Cash Certificate in favour of M/S AIMS SANYA DEVELOPERS PVT. LTD.

2-12-2012 Reference Colony New Delhi

In Pursuance of the order of the Collector

Medanoo Date 16/2/12 Passed under

section 12-A of the Stamp Act, 1899 that

an amount of Rs. 4,12,652.00 or Rs. Fourteen Lacs Sixty One

(In words Rs. Thousand Five Hundred Twenty only)

has been Paid in Cash as stamp Duty in Respect

of this instrument in the State Bank of India

Treasurer's Treasury of 17/2/12

by Chalan No. 1080000000 dated 16-2-12

a Copy of which is annexed herewith.

16-2-2012

Date

Officer in Charge

Treasury

Gautam Budh Nagar

LEASE DEED

LEASE DEED IN RESPECT OF COMMERCIAL PLOT NO.
C-171/1, SITUATED AT SECTOR-15, NOIDA, DISTT.
GAUTAM BUDH NAGAR, U.P.

For Aims Sanya Developers Pvt. Ltd.

 Director
LESSEE

FOR AND ON BEHALF OF NOIDA

(S. C. Gupta) (LESSOR)

प्रबन्धक
नीएडा

22 FEB 2012
★ कोरागार/गौतम बुद्ध नगर ★

पट्टा मिलेख (80 वर्ग)
296,068,250.00 10,000.00 60 10,060.00 3,000

प्रतिफल मालिकता
श्री श्री एस साय्या डेवलापर्स प्रा0लि0 द्वारा रूप किशोर मदान
पुत्र श्री एल सी मदान
अवस्थान व्यापार
निवासी नम्बरो ए-8/4, बसिन्स विहार नई दिल्ली-57
असादी पता
ने यह सेलख इत कार्यलय में दिनांक 26/5/2012 समय 2:07PM
बले निबन्धन हेतु देत किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
आर0के0गौतम
उप-निबन्धक द्वितीय
नोएडा
26/5/2012

नियामक सेलखर बाद सुनने व समझने मजबुत व प्राप्त धनराशि रु. इलेक्ट्रानिकर उक्त
पट्टा वाला

श्री नोएडा विकास प्रा0 द्वारा एल0सी0 गुप्ता
(प्रमनन्धक)
पुत्र श्री
पेशा नौकरी
निवासी सीक्टर 6, नोएडा

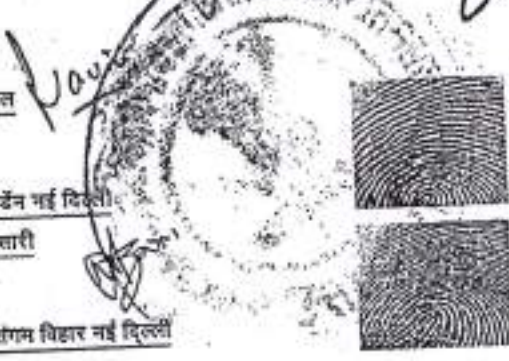


पट्टा मूहीका
श्री श्री एस साय्या डेवलापर्स प्रा0लि0 द्वारा रूप
किशोर मदान
पुत्र श्री एल सी मदान
पेशा व्यापार
निवासी ए-8/4, बसिन्स विहार नई दिल्ली-57

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने निबन्धन स्वीकार किया।
शिक्षी पदवाव श्री मदीन घेतल
पुत्र श्री के जी घेतल
पेशा नौकरी

निवासी एल-38 मानसरोवर मार्डन नई दिल्ली
व श्री मोहम्मद आजम अंसारी
पुत्र श्री मो0 जलील अंसारी
पेशा व्यापार
निवासी जी-810 रतिया मार्ग रांगम विहार नई दिल्ली
ने श्री।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
आर0के0गौतम
उप-निबन्धक द्वितीय
नोएडा

प्रमनन्धक बाद पक्षियों के निशान अंगूठे निबन्धनगत लिपे गये हैं।

नं. 242 से शा. नं. 240
 किया गया।
 22 FEB 2012
 पोस्टाफिस
 ★ कोशागार/गौतम बुद्ध नगर ★

2
 5105 3435 54

Registration No.: 3943

पट्टा दाता

Year: 2012

Book No.: 1

0101 मोएडा विकास प्रा. द्वारा एसओसी गुप्ता (प्रबन्धक)

सेक्टर 5, मोएडा
 नौकरी



किया गया 240
22 FEB 2012
रोकाडिया
★ कोषागार/गौतम बुद्ध नगर ★

मददा गृहीता

Registration No. : 3943

Year : 2012

Book No. : 1

0201 40 एम्स सान्ना डेयलार्ज प्रा0लि0 द्वारा रूप किशोर मदान
एल सी मदान
ए-9/4, इच्छा विहार, दिल्ली-67
साधार



22 FEB 2012

रोकडिया

★ कोषागार/गौतम बुद्ध नगर ★

N.D.

25,068,250.00

बटवा किलेस

TP,000.00

(90 वर्ष)

60

10,060.00

3,000

प्रतिफल

संश्लेषित

ओपन ऑफिस किलेस

पीएचएल

नकल व प्रति मुद्रा

घेप

अपम मर्यादा

श्री

श्री १० एम्स-कल्याण डेवलापर्स प्रा० लि० द्वारा रूप किशोर महान

मुद्रा श्री

एल.सी.मदाम

बटवा किलेस

निवासी श्री

प-१०/४, बलराज विहार नई दिल्ली-६७

बटवा किलेस

श्री १० एम्स-कल्याण डेवलापर्स

दिनांक

26/5/2012

समय

2:07PM

इसे निम्नलिखित हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कार्यकारी अधिकारी

उप-निबंधक, जिला

कोषागार

26/5/2012

नकल लेखन एवं मुद्रा के संचयन-मालिक व प्राण धनधारी के प्रत्येकानुसार उक्त

नकल

बटवा किलेस

श्री नारायण विहार प्रा० लि० द्वारा रूप

(निवासी)

मुद्रा श्री

बटवा किलेस

निवासी श्री १०/४, बलराज

श्री १० एम्स-कल्याण डेवलापर्स प्रा० लि० द्वारा रूप

किशोर महान

मुद्रा श्री एल.सी.मदाम

बटवा किलेस

निवासी प-१०/४, बलराज विहार नई दिल्ली-६७



LEASE DEED

This Lease Deed is made on the 25th day of May, in the year 2012 between the New Okhla Industrial Development Authority a body corporate constituted Under Section 3 of the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successor assigns on the one part and M/s AIMS Sanya Developers Pvt. Ltd. (Lead member of M/s AIMS Sanya Developers Consortium) having its Registered office at D-13, Defence Colony, New Delhi through its authorized signatory/ Director Shri Roop Kishore Madan S/o Shri L.C.Madan R/o A-9/4, Vasant Vihar, New Delhi - 57 Authorized vide Board Resolution dated 25.05.2012 (M/s ABA Builders Ltd. 5% stake holder in M/s AIMS Sanya Developers - consortium has given NOC Dt. 2/2/2012 to execute the lease of said allotted plot in favour of lead member) (hereinafter called the 'Lessee' which expression shall, unless context does not so admit, include his/her/their/its heirs, executors, administrators, representatives and permitted assigns on 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 industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the said plot for development of Commercial Complex for commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.).

For Aims Sanya Developers Pvt. Ltd.



Director



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प्रमाणित
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It shall entirely be the responsibility of the lessee to obtain all statutory clearances from the concerned Authorities for his functioning. Lessor shall not be responsible for any consequences arising out of failure of the lessee to receive any such statutory clearance.

The lessee shall carry out development as per norms specified in the Building Regulations and Directions of the NOIDA as given below:-

Maximum Permissible Ground Coverage	50%
Maximum Permissible FAR	5.00
Set Backs	As per building regulations of 2010 of LESSOR
Maximum Height	No limit (Subject to the fulfilment of statutory requirement by the Lessee)


1. **NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:**

That in consideration of the premium of Rs. 229,60,68,250/- (Rupees two hundred twenty nine crores sixty lacs sixty eight thousand two hundred fifty only) out of which Rs. 46,23,24,250/- (Rupees forty six crores twenty three lacs twenty four thousand two hundred fifty only) have been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance Rs. 183,37,44,000/- (Rupees One hundred eighty three crores thirty seven lacs forty four thousand only) which is to be paid by the Lessee in the manner hereinafter provided in instalments on dates specified below alongwith interest @ 11% per annum or as amended by the Lessor from time to time compounded every half yearly from the date of allotment, on the balance outstanding on timely payment. Schedule of payment of instalments is as given below :-

<u>Instalment No.</u>	<u>Due date</u>	<u>Principal amount</u>	<u>Interest @ 11%</u>	<u>Total</u>
1 st	29-05-2012	114609000	100855920	215464920
2 nd	29-11-2012	114609000	94552425	209161425
3 rd	29-05-2013	114609000	88248930	202857930
4 th	29-11-2013	114609000	81945435	196554435
5 th	29-05-2014	114609000	75641940	190250940
6 th	29-11-2014	114609000	69338445	183947445

For Aims Sanyal Developers Pvt. Ltd.


Director



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7 th	29-05-2015	114609000	63034950	177643950
8 th	29-11-2015	114609000	56731455	171340455
9 th	29-05-2016	114609000	50427960	165036960
10 th	29-11-2016	114609000	44124465	158733465
11 th	29-05-2017	114609000	37820970	152429970
12 th	29-11-2017	114609000	31517475	146126475
13 th	29-05-2018	114609000	25213980	139822980
14 th	29-11-2018	114609000	18910485	133519485
15 th	29-05-2019	114609000	12606990	127215990
16 th	29-11-2019	114609000	6303495	120912495

No separate notices for deposit of the installment/ lease rent shall be issued by Lessor. The LESSEE shall ensure that the due installments along with interest are deposited on the due date or the previous working day if the due date is a bank holiday.

In case of failure to deposit the due installment by the due date, the LESSOR may cancel the allotment in accordance with clause-X of brochure of the scheme. However, in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of interest @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.

Provided further that Lessor shall accept all payments rendered otherwise by the Lessee but of the payments made by the Lessee shall first adjusted towards the interest due, if any, and thereafter, the balance shall be adjusted towards the lease rent payment alongwith the due interest and the balance, if any, shall be adjusted towards the due installments.

And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreement herein contained on the part of the Lessee to be respectively paid, observed and performed, the Lessor doth hereby demise on lease to the Lessee, all that plot of land numbered as Commercial Plot No. C-171/1 situated in Sector-15, New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement 15,205.75 square metres and bounded:

ON THE NORTH BY : As per site
ON THE SOUTH BY : As per site
ON THE EAST BY : As per site
ON THE WEST BY : As per site

For Aims Sanya Developers Pvt. Ltd.

 Director




To hold the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee to the term of Ninety years on "AS IS WHERE IS BASIS" commencing from 25th May, 2012 on the terms and conditions as given below :-

- (a) In addition to the premium of plot, the lessee shall have to pay an yearly ground rent/ lease rent in the manner indicated below :-
 - (i) The ground rent/ lease rent @ Re 1/- per sqm. per year for the first three years from the date of execution of the lease deed.
 - (ii) Thereafter, the ground/lease rent shall be charges @ 2.5% p.a. of the total premium of the plot for next seven years of the first ten years. After ten years from the date of execution of the lease deed, the lease rent will be increased @ 50% and that rate will be applicable from the next ten years and this process will continue for future. Lessee can deposit one time lease rent equivalent to eleven time the lease rent calculated @ 2.5% per annum, subject to the clearance of the arrears of the lease rent, if any. Supplementary deed shall be executed after expiry of every 10 years.
 - (iii) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
 - (iv) For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.
 - (v) The Lessee shall have the option to pay 11 (eleven) years lease rent @ 2.5% per annum as one time lease rent or as per prevailing policy of the Lessor at the time of deposit.

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

- (a) The lead member should be the single largest shareholder having at least 30% shares in the consortium. The percentage of shareholding

For Aims Sanya Developers Pvt. Ltd.




Director



of the lead member shall remain minimum of 30% till the temporary occupancy/completion certificate of at least one phase of the project.

- (b) THAT the Lessee will pay to the Lessor the balance of the premium in the installments mentioned in clause 1 above by the dates mentioned therein. If the Lessee shall fail to pay any installment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the installment in arrears from the due date till the date of payment provided that failure to pay three consecutive installments the Lessor may determine the lease with penalties and consequences thereof.
- (c) That the Lessee will pay unto the Lessor at its office on as otherwise directed the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor shall be entitled to recover the same with 14% interest per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.
- (d) The Lessee will bear, pay and discharge all rates, assessments of every descriptions which during the said term to be assessed, charged or imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon.
- (e) That Lessee will obey and submit to all direction issued or regulations made by the Lessor now existing or hereafter to exist so far as the same as incidental to the possession of immovable property so far as they affect the health, safety or convenience of the other inhabitants of the place.
- (f) The LESSEE can surrender the plot within 30 days from the date of allotment. In such case, earnest money deposited will be forfeited in total and the balance, if any, deposited against the premium of plot, will be refunded without interest. If the Lessee surrenders the allotted plot after 30 days from the date of allotment, in such an event the total deposited amount or 30% of total premium, whichever is less, will be forfeited and the remaining amount will be refunded without interest.

For Aims Sanya Developers Pvt. Ltd.



Director



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However, the amount deposited towards lease rent, interest, extension charges etc. shall not be refunded.

NOTE:- The date of surrender in the above case shall be the date on which the application for surrender is received at Lessor's office. No subsequent claim on the basis of any postal certificate etc. will be entertained.

- (g) The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/sub-lessee(s) should have valid time period for construction as per terms of the lease deed/sub - lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will submit the following documents:

1. Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
2. Clearance of upto date dues of the NOIDA.

LESSOR shall have the first charge on the plot towards payment of all dues of LESSOR.

Provided that 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 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 LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before

For Aims Sanya Developers Pvt. Ltd.



Director



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shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

(h) The construction of the building and development on the plot shall have to be done as per development norms, controls prescribed under the scheme/ building regulations & directions of the Lessor and only after the prior approval of the building plans by the Lessor.

a) All the infrastructural services shall have to be provided by the lessee within the plot area only.

b) All clearances/approvals must be obtained by the lessee from the respective competent statutory authorities prior to the commencement of the construction work.

c) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).

d) All other provisions, not specified above, shall be in accordance with the Building Regulations and Directions of the LESSOR and the amendments made therein from time to time.

(i) The lessee shall have to construct the buildings and obtain the completion certificate in maximum five phases within five years from the date of execution of the lease deed. The lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the Lessor within a period of three years from the date of execution of lease deed. However, extension in exceptional circumstances can be granted by the LESSOR, on the payment of extension charges applicable as per the prevailing policy, at the time of grant of such extension. The "Completion Certificate" will be issued by the LESSOR on the completion of the project and on submission of the necessary documents required for certifying the completion of the project. In case the lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/lease deed as the case may be, shall be liable to be

For Aims Sanya Developers Pvt. Ltd.



Director




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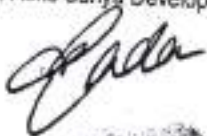
cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

- (j) The lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/ constructions, subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the Lessee after prior written approval of the LESSOR. The project may be implemented by lessee through Special Purpose Company and/ or through its subsidiaries. The relationship between Special Purpose Company & its subsidiaries would be governed by the prevailing law, rules and regulations. However, mortgage permission can be accorded to Special Purpose Company for implementation of project as per prevailing rules & regulations of Lessor.
- (k) The Lessee shall indemnify the lessor against all disputes arising out of:
- (i) The non-completion of the project.
 - (ii) The quality of development, construction and maintenance.
 - (iii) Any legal dispute arising out of allotment/lease to the final purchaser(s).
- (l) The lessee can transfer the whole plot and the buildings constructed thereon with the prior permission of the LESSOR, after payment of transfer charges as per the prevailing policy of the LESSOR. However, the lessor reserves the right to reject any such transfer application without assigning any reason whatsoever.

In addition to the transfer charges as per prevailing policy of the LESSOR, the lessee shall also pay an amount of Rs. 10,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the lessee, as well as the sub-lessees/transferee(s).

For Aims Sanya Developers Pvt. Ltd.



Director



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No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of Rs.10,000/- will be payable on such transfer.

Change in Constitution will be permitted as per prevailing policy of the Lessor and as per terms and conditions of the brochure of the scheme. In case of partnership firm, any change in constitution as above, may be allowed only with a condition that the original partners on the date of submission of tender shall retain a minimum of 51% share of the partnership till the completion of the project i.e. upto obtaining the Completion Certificate from Lessor for the 1st phase.

No transfer charges shall be applicable if built up space of commercial plot is transferred within two years from the date of issuing of the completion certificate by the LESSOR. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The lessee will be permitted to transfer the built-up space on the fulfillment of the following conditions :-

- i) The dues of Lessor towards the cost of land shall paid in accordance with the payment schedule specified in the Lease Deed/sub-lease deed before executing of sub-lease deed of built-up premises.
- ii) The lease deed/ sub-lease deed as per rules has been duly executed.
- iii) The lessee/sublessee has obtained temporary occupancy/ building completion certificate for the respective phase from the Lessor.
- iv) The sub-lessees/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred shall be as per completion certificate and are not part of any common area.
- v) The lessee, shall also execute a sub-lease deed between lessor, lessee and proposed sub-lessees. The lessee/ sub-lessees shall also ensure adherence to the building regulations and directions of the Lessor. All the terms and conditions of the allotment and lease

For Aims Sanya Developers Pvt. Ltd.





deed shall be applicable and binding on transferee/sub-lessees as well.

- vi) The transferees/sub-lessees shall also be required to pay pro-rata lease rent as applicable. The transferees/sub-lessees shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to the LESSOR in proof thereof. Thereafter, extension charges, as applicable, shall be payable.
- vii) All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the lessee as well as all transferees(sub-lessees).
- viii) Without obtaining the completion certificate the lessee shall have the right to sub-divide the allotted plot into suitable smaller plot as per the planning norms of the Lessor and to transfer the same to the interested parties, if any, with the prior approval of the NOIDA on payment of transfer charges at the rate prevailing on the date of transfer. However, the area of each of such sub-divided plot should not be less than 8,000 Sq. mtrs.
- ix) The lessee, sub-lessee are not eligible for any preferential allotment of the residential plot or house under various scheme of NOIDA.
- (m) The lessee and sub-lessees (transferees) shall not use the commercial plot for any purpose other than for which the commercial plot is allotted. In case of violation of any allotment condition, the allotment shall be liable to be cancelled and the possession of the premises alongwith the structures thereon, if any, shall be resumed by the LESSOR.
- (n) The lessee and sub-lessee(s)/Transferee(s) will be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf from time to time, in respect of the plot and the buildings constructed thereon.
- (o) If the lessee and/or sub-lessee(s)/Transferee(s) fail to deposit the due money/installment within the given time or such extended period as is allowed by the LESSOR or commit any breach of the terms and

For Aims Sanya Developers Pvt. Ltd.



Director


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conditions as laid down in this brochure, allotment letter, lease deed, the allotment/lease may be cancelled/determined and 30% of the total premium of the plot or the premium/installments deposited till then alongwith lease rent, interest, extension charges etc. deposited, whichever is less, shall be forfeited in favour of the LESSOR. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the plot, along with the structures, if any, thereon, shall be resumed in favour of the LESSOR and the lessee shall not be entitled to claim any compensation for the same.

- (p) The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the lessee, the allotment of plot will be cancelled and/or lease will be determined, as the case may be. In addition, the entire money deposited by the lessee and sub-lessee(s)/Transferee(s) shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.
- (q) The LESSOR reserves the right to all mines, minerals, coals, washing golds, earth, oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the allotted plot or for any building/structure standing thereon, provided always that the LESSOR shall make reasonable compensation to the lessee for any damages directly occasioned by the exercise of the rights hereby reserved. The decision of the LESSOR on the amount of such compensation will be final and binding on the lessee and all the sub-lessee(s)/Transferee(s).
- (r) The lessee shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the allotted plot. If the buildings and common services are not maintained properly, the LESSOR shall have the right to get the maintenance done and recover

For Aims Sanya Developers Pvt. Ltd.



Director

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the amount so spent from the lessee. The lessee and all the sub-lessee(s)/Transferee(s) will be personally and severely liable for the payment of the maintenance amount. In case of any default in the payment of the maintenance amount, the dues will be recovered from the lessee and all the sub-lessee(s)/Transferee(s) as arrears of land revenue.

- (s) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted plot and the decision of the LESSOR shall be final and binding on the lessee and all the sub-lessees (transferees).
- (t) The lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.
- (u) In addition to the other specific clauses relating to the cancellation of the lease deed, the LESSOR will be free to exercise its right of cancellation of lease/allotment in the following case:-
- (1) If the allotment is obtained through misrepresentation, by suppression of material facts, mis-statement and/or fraud.
 - (2) Any violation by the lessee and sub-lessee(s)/ Transferee(s), of the directions issued or of the rules and regulations framed by LESSOR or by any other statutory body.
 - (3) In case of default on the part of the lessee or any breach/violation of the terms and conditions of the tender, allotment, lease deed and/or non-deposit of the allotment / premium amount / instalments, lease rent etc.

If the allotment is cancelled on the grounds mentioned in para (1) above, the entire amount deposited by the lessee and sub-lessee(s)/Transferee(s) till the date of cancellation, shall be forfeited by the LESSOR and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (2) or (3) above, amount equivalent to 30% of the total premium of the plot shall be forfeited and the balance, if any

For Aims Sanya Developers Pvt. Ltd.


Director

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shall be refunded without any interest and no separate notice to the lessee and sub-lessee(s)/Transferee(s) shall be given in this regard. After forfeiture of the amount as stated above, possession of the plot will be resumed by the LESSOR, along with the structures thereupon, if any, and the lessee and sub-lessee(s)/Transferee(s) will have no right to claim any compensation thereof.

III. AND IT IS MUTUALLY AGREED AND DECLARED BY IN BETWEEN THE PARTIES TO THESE presents AS FOLLOWING:

1. 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, dogs, other animals except and in so far as may be allowed by the Lessor in writing.
2. That the Lessee shall not exercise his/her/their/its option for 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.
3. If the Lessee does not abide by the terms and conditions of the lease and building bye-laws or any other rules framed or directions issued by the Lessor the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the Lessor followed by forfeiture of deposits as per prevailing policy.
4. Notwithstanding anything contained hereinbefore if there shall have been in the opinion of the Lessor (whose decision shall be final and binding) any breach by the Lessee or any person claiming through or under him/her/their/its, of any of the covenants or conditions hereinbefore contained and on his/her/their/its part 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 it shall be lawful for the Lessor without prejudice to any other right or action of the Lessor in

For Aims Sanya Developers Pvt. Ltd.



Director




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respect of any breach of agreement to re-enter the demised premises or any part thereof in the name of whole and determine this demise and thereupon it:

5. At the time of re-entry, if the demised premises has not been occupied by the Lessee by way of constructing a building thereon the Lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the Authority.
6. At the time of re-entry if the demised premises are occupied by any building constructed by the Lessee there on the Lessee shall within a period of three months from the date of re-entry remove from the demised premises all erection of building, fixtures and fittings which at any time and during the term 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 where of the same shall become the property of the Lessor without payment of any compensation to the Lessee for the land and building, fixtures, things before within the period herein specified the demised premises shall be re-allotted.

Provided that the Lessor may at its option to purchase the said erection buildings and fixtures upon the plot after making the payment to the Lessee in price thereof as may be mutually agreed upon.

7. Any losses suffered by the Lessor on a fresh grant of demised premises or breaches of conditions aforesaid on the part of the Lessee or any persons claiming through or under him shall be recoverable by the Lessor from the Lessee.
8. The Chief Executive Officer of the Lessor may exercise all powers exercised by the Lessor under this lease. The Lessor may also authorize any of its other officers as he deems fit.

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

For Aims Sanya Developers Pvt. Ltd.




Director



9. The entire legal expenses of execution of this Lease Deed including Stamp Duty and registration charges shall be borne by the lessee. In case any dispute arising towards stamp duty, the lessee shall be liable for the same.
10. Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.
11. The Chief Executive Officer or the Lessor reserve the right to make such additions and alterations or modifications in these terms and conditions as may be considered just or/and expedient.
12. In the event of any dispute between LESSOR and the lessee and sub-lessee(s)/transferee(s) shall be subject to the territorial jurisdiction of the Civil Court of District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Allahabad.
13. If due to any "FORCE MAJEURE" or circumstances, beyond Lessor's control the Authority is unable to deliver possession of allotted plot, entire registration money or the deposits depending on state of allotment will be refunded without interest.
14. (a) In case of the clarification or interpretation regarding terms and conditions of this lease and brochure of the scheme which forms part of this lease, the decision of the LESSOR shall be final and binding on the lessee and all the sub-lessee(s)/ Transferee(s).
(b) All conditions of Brochure of the scheme and allotment letter, even if not specifically mentioned in this lease deed, shall be treated as part of lease and binding upon the lessee.
15. If the lessee commits any act of omission on the demised premises resulting in any 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 the damages from the lessee during the period of subsistence of the nuisance.
16. The lessee and all sub-lessee(s)/Transferee(s) shall be liable to pay all taxes, charges leviable from time to time by the LESSOR or any other statutory body duly empowered to levy to taxes/charges.

For Aims Sanya Developers Pvt. Ltd.



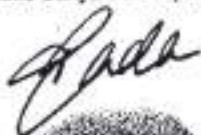
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17. All notices, orders and other documents required under the terms of allotment/lease etc. shall be governed by the provisions of the U.P. Industrial Area Development Act, 1976 and the Rules & Regulations made thereunder.
18. All the arrears due from the lessee and all the sub-lessees (transferees) to the LESSOR or any other statutory authority are recoverable as arrears of land revenue.
19. That the LESSOR hereby covenants that the lessee and sub-lessee(s)/Transferee(s) shall enjoy quiet possession of the demised premises without any disturbance by it or its successors in the interest of any other person claiming title paramount thereto.
20. The lessee shall not be allowed to assign or change his role in the project, in anyway, till the completion of the project, without the prior written permission of the LESSOR. In case of any violation of this, the lease shall be cancelled and entire money deposited shall be forfeited.
21. The LESSOR, in the larger public interest, may take back the possession of the allotted plot and the buildings, if any, on it, by making payment at the prevailing rates and the decision of the LESSOR in this regard, including the decision regarding the prevailing rates, shall be final and binding on the lessee and all sub-lessees (transferees)
22. The lessee shall abide by all the regulations, bye-laws, directions and guidelines of the LESSOR framed/ issued under the brochure and U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.
23. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by NOIDA.
24. In case of non-compliance of these terms and conditions, and any directions of the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and/or expedient.

25. SPECIAL CONDITIONS FOR PLOT NO. C-171 SECTOR-15

For Aims Sanya Developers Pvt. Ltd.



Director



1. Separate, independent and dedicated parking facility for 400 cars to be developed and provided by the lessee from his own sources in the Northern and North-Eastern part of the plot for Metro Station.
2. Parking facility for above mentioned 400 cars to be handed over to the Lessor (NOIDA Authority) free of cost.
3. Separate entry & exit for parking facility of the commercial complex shall be provided.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year first above mentioned in the presence of :

For and on behalf of Lessor



Witness 1

Signature: *N. Anken Chetal*

Name: N. ANKEN CHETAL

S/o Shri. K. G. CHETAL

Address: F-3B

MANSROVER GARDEN
N. DELHI -

For Alms Sanya Developers Pvt. Ltd.

For and on behalf of Lessee

Director

Witness 2

Signature: *Mohd. Azam Ansari*



Name: MOHD. AZAM ANSARI

S/o Mohd. Jaleel Ansari

Address: G-21/1, Bahiya Marg

Seagram, New Delhi

आज दिनांक 26/05/2012 को

पृष्ठ सं. 1 जिल्द सं. 4219

पृष्ठ सं. 185 से 326 पर क्रमांक 5943

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकार अधिकारी के हस्ताक्षर



आरओकेओ/सिम
उप-निबंधक द्वितीय
सोनभद्रा
26/5/2012