

I-789/2012

भारतीय गैर न्यायिक

बीस रुपये

रु.20



भारत



INDIA

NON

Rs.20

TWENTY
RUPEES

AL



उत्तर प्रदेश UTTAR PRADESH

17AA 009780

11

Stamp Duty Paid in Cash Certificate in favour of
in Pursuance of the order of the Collector
No. MEMO Dated 31/12/11 Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. 10,80,00,000 (in words Rs. Ten Crore eighty lacs only)
(in words Rs. _____)
has been Paid in Cash as stamp Duty in Respect
of this instrument in the State Bank of India
Treasury/Sub Treasury of NOIDA
by Challan No. 130002 Dated 31-12-11
a Copy of Which is annexed herewith.

*M/s Orris Developers Pvt Ltd.
H/O - J-10/5 DLF Phase-2, M.G. Road Gurgaon (HR)*

Ten Crore eighty lacs only

31-12-11
Date.....

[Signature]
Officer-in-Charge
Treasury

Gautam Budh Nagar
31/12/11

For Orris Developers Pvt Ltd,

[Signature]
Authorised Signatory



नं. 689 रु. में शामिल किया गया।
30 DEC 2011
रोकड़िया
★ कोषागार/गौतम बुद्ध नगर ★

M/s Omnis Developers Pvt Ltd

Gurgaon

td

Group Duty...
In Payment of...
of the...
has been...
of the...
has been...





उत्तर प्रदेश UTTAR PRADESH

17AA 009781

12

Stamp Duty Paid in Cash Certificate in favour of *m/s Orris Developers Pvt. Ltd.*
Orris MB-J-10/5 DLF, Phase -2 M. G. Road Gurgaon (HR)
 In Pursuance of the order of the Collector
 No. *118000* Dated *31/12/11* Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. *10,500,000 = 10* *Rs. one crore five lacs only*
 (In words, *Rs. one crore five lacs only*)
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India/
 Treasury/Sub Treasury of *NO/DA*
 by Challan No. *118000* Date *31-12-11*
 a Copy of Which is annexed herewith.

31/12/11
Date

[Signature]
 Officer-in-Charge
 Treasury
Baunam Budh Nagar
31/12/11

For Orris Developers Pvt. Ltd.

[Signature]
 Authorised Signatory



नं. 6910 रु. में शामिल
किया गया।
30 DEC 2011
राजस्थान
★ कोषागार / गौतम बुद्ध नगर ★

M/s Orris Developers Pvt
Gurgaon

पट्टा विलेख (90 वर्ष)
431,054,900/- 10,000.00 50 10,050.00 2,500
प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
यमुमा एक्सओओविओप्राओ द्वारा संदीप कुमार प्रओसंपत्ति

व्यवसाय नौकरी

निवासी स्थायी यमुमा एक्सओओविओप्राओ गौतमबुद्धनगर उओप्रओ
अस्थायी पता यमुमा एक्सओओविओप्राओ गौतमबुद्धनगर उओप्रओ

ने यह लेखपत्र इस कार्यालय में दिनांक 11/1/2012 समय 5:32PM
बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर

गौतमबुद्धनगर

11/1/2012

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

पट्टा दाता

पट्टा गृहीता

यमुमा एक्सओओविओप्राओ द्वारा संदीप कुमार
प्रओसंपत्ति

शैओ ओरिस डवलपर्स प्राओलिओ द्वारा मन मोहन विज
पुत्र श्री कृष्ण लाल विज
पेशा व्यापार
निवासी आरजैड-डी-5 महावीर एंक्लेव नई दिल्ली-45

पेशा नौकरी

निवासी यमुमा एक्सओओविओप्राओ गौतमबुद्धनगर
उओप्रओ





उत्तर प्रदेश UTTAR PRADESH

17AA 009782

13

Stamp Duty Paid in Cash Certificate in favour of *M/s Oris Developers P. Ltd.*
Oris MA-J-10/5 DLF Phase-2, M.G. Road, Gurgaon (HR)
 In Pursuance of the order of the Collector
 No. *Memo* Dated: *31/12/11* Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. *35,00,000/-* *thirty five Lacs only*
 (in words: *thirty five Lacs only*)
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India
 Treasury/Sub-Treasury of *NOIDA*
 by Char. an. No. *N130028* Dated: *31-12-11*
 a Copy of which is annexed herewith.

31/12/2011
Date

[Signature]
 Officer in Charge
 Treasury
Gautam Budh Nagar
31/12/11

For Oris Developers Pvt. Ltd.

[Signature]
 Authorised Signatory



नं. 691 रु. 21 में शामिल किया गया।

30 DEC 2011

श्रीकृष्णा

★ कोषागार/गौतम बुद्ध नगर ★

M/s Om's Developers Pvt. Ltd
Jungam

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री हरकेश

पुत्र श्री मूलचन्द

पेशा नौकरी

निवासी एच-168/4 गामा ग्रेटर नौएडा गौतमबुद्धनगर

व श्री रणधीर

पुत्र श्री चन्दर सिंह

पेशा नौकरी

निवासी एच-168/4 गामा ग्रेटर नौएडा गौतमबुद्धनगर

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान-अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


उपनिबन्धक सदर

गौतमबुद्धनगर

11/1/2012





उत्तर प्रदेश UTTAR PRADESH

17AA 009785

01

Stamp Duty Paid in Cash Certificate in favour of *M/s Orris Developers P. Ltd.*
Orris H9, J-10/5 DLF, Phase-II M.G. Road Gurgaon. (HR)
 In Pursuance of the order of the Collector
 No. *11200* Dated *06/01/12* Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. *935274/3 = 935,274.30* Nine Lacs Thirty five Lac twenty seven
 (In words Rs. *Thousand four hundred thirteen only*)
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India/
 Treasury/Sub Treasury of *Noida*
 by Challan No. *8000* Dated *04-01-12*
 a Copy of Which is annexed herewith.

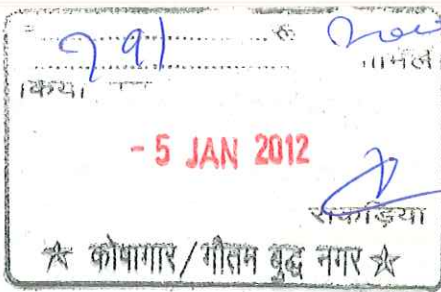
06/01/2012 *[Signature]*
 Date.....

Officer-in-Charge
 Treasury
 Gautam Budh Nagar
06/01/12



For Orris Developers Pvt. Ltd.

[Signature]
 Authorised Signatory



ms aris Developers P. Ltd.
Burgoon (MR)

पट्टा दाता

Registration No.: 789

Year : 2,012

Book No. : 1

0101 यमुमा एक्सओओविओप्राओ द्वारा संदीप कुमार प्रओसंपत्ति

यमुमा एक्सओओविओप्राओ गौतमबुद्धनगर उओप्रओ
नौकरी



Stamp Duty Paid in Cash Certificate in favour of
in presence of the collector of the Collector
Noted Date Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. ...
has been paid in full in respect
of this certificate to the Bank of India
Treasury and Receipts
of the ...
A Copy of this certificate is
sent to the ...



LEASE DEED

This lease deed is made on this 11th day of January 2012, 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)

M/s Orris Developers Pvt. Ltd., a Special Purpose Company (SPC) of M/s. Orris Infrastructure Pvt. Ltd. (45%), M/s. Lusture Infrastructure Pvt. Ltd. (5%) and M/s. Kuki Realtors (50%) a company incorporated under the Indian Companies Act 1956, having their **Registered Office : RZ-D-5, Mahavir Enclave, New Delhi-110045** through its **Authorized Signatory Mr. Man Mohan Vij S/o Shri Krishan Lal Vij R/O 318, Sushant Lok-I, Gurgaon (Haryana)** duly authorized by the Board of Directors vide resolution dated **24.12.2011 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



For Orris Developers Pvt. Ltd.

Authorized Signatory

पट्टा गृहीता

Registration No. : 789

Year : 2,012

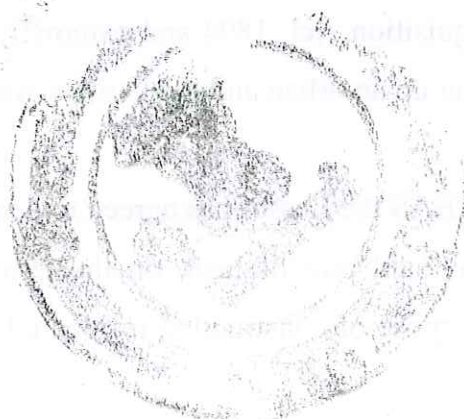
Book No. : 1

0201 मै0 ओरिस डवलपर्स प्रा0लि0 द्वारा मन मोहन विज

कृष्ण लाल विज

आरजेड-डी-5 महावीर एंक्लेव नई दिल्ली-45

व्यापार



buildings as fixed in the brochure / tender document of YEA-RT-03 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. 388,33,76,805/- (Rupees Three Hundred Eighty Eight Crore Thirty Three Lacs Seventy Six Thousand Eight Hundred and Five only)** out of which **Rs. 119,72,21,025/- (Rs. One Hundred Nineteen Crore Seventy Two Lac Twenty One Thousand and Twenty 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:-

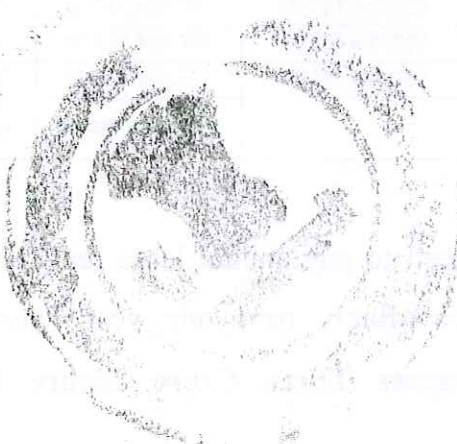
Installment No.	Installment Date	Beginning Principal	Principal	Interest	Closing Balance	Installment
1	13-Feb-12	2,686,155,780.00	167,884,737.00	167,884,737.00	2,518,271,043.00	335,769,474.00
2	13-Aug-12	2,518,271,043.00	167,884,737.00	157,391,941.00	2,350,386,306.00	325,276,678.00
3	13-Feb-13	2,350,386,306.00	167,884,737.00	146,899,145.00	2,182,501,569.00	314,783,882.00
4	13-Aug-13	2,182,501,569.00	167,884,737.00	136,406,349.00	2,014,616,832.00	304,291,086.00
5	13-Feb-14	2,014,616,832.00	167,884,737.00	125,913,552.00	1,846,732,095.00	293,798,289.00
6	13-Aug-14	1,846,732,095.00	167,884,737.00	115,420,756.00	1,678,847,358.00	283,305,493.00
7	13-Feb-15	1,678,847,358.00	167,884,737.00	104,927,960.00	1,510,962,621.00	272,812,697.00
8	13-Aug-15	1,510,962,621.00	167,884,737.00	94,435,164.00	1,343,077,884.00	262,319,901.00
9	13-Feb-16	1,343,077,884.00	167,884,737.00	83,942,368.00	1,175,193,147.00	251,827,105.00
10	13-Aug-16	1,175,193,147.00	167,884,737.00	73,449,572.00	1,007,308,410.00	241,334,309.00
11	13-Feb-17	1,007,308,410.00	167,884,737.00	62,956,776.00	839,423,673.00	230,841,513.00
12	13-Aug-17	839,423,673.00	167,884,737.00	52,463,980.00	671,538,936.00	220,348,717.00
13	13-Feb-18	671,538,936.00	167,884,737.00	41,971,184.00	503,654,199.00	209,855,921.00
14	13-Aug-18	503,654,199.00	167,884,737.00	31,478,388.00	335,769,462.00	199,363,125.00
15	13-Feb-19	335,769,462.00	167,884,737.00	20,985,592.00	167,884,725.00	188,870,329.00
16	13-Aug-19	167,884,725.00	167,884,725.00	10,492,796.00	-	178,377,521.00
			2,686,155,780.00	1,427,020,260.00		4,113,176,040.00

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. 3,88,33,768/- (Rupees Three Crore Eighty Eight Lacs Thirty Three**



This document is a copy of the original document. It is not a legal document and should not be used for legal purposes. The original document is the only one that should be used for legal purposes.

Item No.	Description	Quantity	Unit Price	Total Price
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20



Thousands Seven Hundred and Sixty Eight Only) at the rate of 1% of the total premium of the plot. In case of default he/they shall have to pay interest @ 14% 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-02, Sector- 22D**, allotted under the **Scheme Code LESSOR-RT-03** situated in Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar, (UP) contained by **admeasurements as Per Lease Plan 819105 Sqm.** be the same, a little more or less, and bounded: -

ON THE NORTH BY

ON THE SOUTH BY

ON THE EAST BY AS PER LEASE PLAN ATTACHED

ON THE WEST BY

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 **-11-01-2012** (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

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

PERMISSIBLE LAND USAGE	
Institutional & Facilities	Minimum 05%
Roads, Parks & Open spaces	Minimum 35%



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PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

124

PLOT NO.-TS-1



NOTE-

- Development work in progress Dimension may increase or decrease after completion of site development.
- For ~~Owner~~ ^{Developer's} Acquisition process.

SIGN- <i>Authorized Signatory</i>	SIGN- 		N
	POSSESSION HANDLED OVER		
LEASE PLAN FOR PLOT NO. -TS-02, SEC.22(D)	PROJ. DEPTT. <i>[Signature]</i> ASST. MANAGER	<i>[Signature]</i> MANAGER	<i>[Signature]</i> SR. MANAGER
	LAND. DEPTT. <i>[Signature]</i> LEKHPAL	<i>[Signature]</i> MAYAR TRESILDAR	<i>[Signature]</i> TESILDAR
	LAW. DEPTT. A.L.O.		
	PLNG. DEPTT. <i>[Signature]</i> SR. DRAFTSMAN		<i>[Signature]</i> SR. EXECUTIVE



YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



Commercial	05% Maximum
Residential(Plotted and Flatted)	55% Maximum

The maximum permissible FAR, Ground coverage on each permissible land use and other planning norms shall be as provided in the Building Byelaws of the YEA on the date of issue of reservation letter. The maximum permissible density shall be 1650 PPHa for the Residential area only.

NOTE: FAR & Density may further be purchased by the lessee as per norms of LESSOR.

B. LEASE RENT

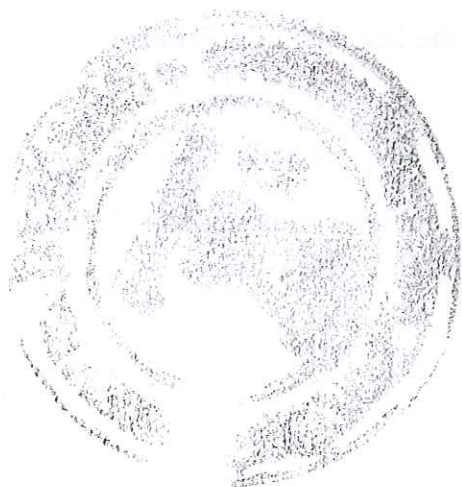
The Lessee shall have to pay yearly lease rent at the rate and in the manner given below:

- The lease rent will be payable @ 1% of premium of the plot for the first 11 years of lease period.
- The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- 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.
- Delay in payment of the advance lease rent shall incur the liability to pay interest @14% per annum compounded half yearly on the defaulted amount



For Orms Developers Pvt. Ltd.

Authorized Signatory



for the defaulted period.

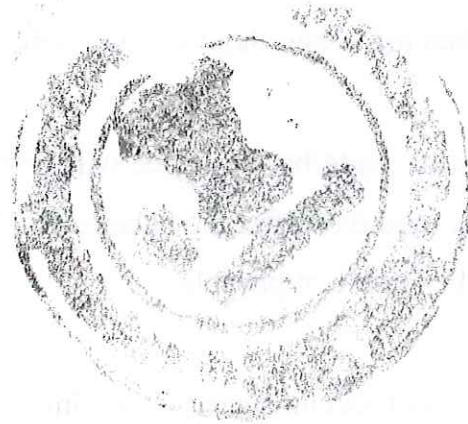
- The lessee has the option to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time , as “One Time Lease Rent” unless the LESSOR decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

C.

- 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.
- 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 next working day.
- 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.
- In exceptional circumstances, the time for the payment of balance due amount of installment (other than reservation money and allotment money)



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may be extended by the LESSOR subject to payment of interest @ 15% pa. compounded half yearly for the defaulted /delayed period.

- The demised plot is allotted and leased on “As is where is basis”
- The lessee shall prepare the detailed lay-out plan for the entire demised premises for prior approval of the lessor.
- 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.
- The lessee shall have to construct on its own minimum of 30 percent of the total permissible FAR in the ‘residential’, ‘institutional & facilities’ and ‘commercial’ area.
- 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.
- After the approval of the lay-out plan from the Lessor, the lessee shall have the option to sublease portions of land earmarked for Residential, Commercial and Institutional subject to minimum plot size of 6000 Sq.mtr. for Residential and 3000 Sq.mtr for Commercial and Institutional land after prior 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,



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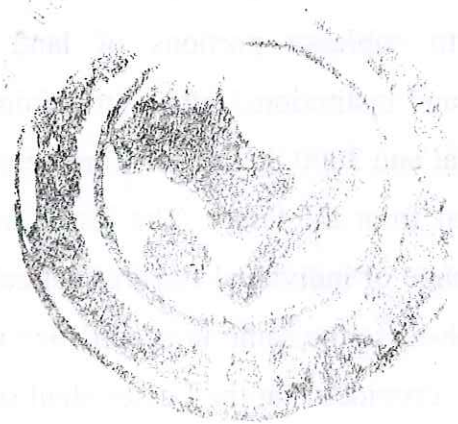
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culverts, water-supply, electricity distribution/ transmission lines, street-lighting, etc. in that area is in full-swing. The lease rent in respect of the sub-leased land shall have to be paid by the lessee at the time of execution of the tripartite sub-lease deed.

- In case of sub-lease of plots having an area of 3,000 (Three Thousand) sqm. or above, as defined in Clause-10 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.
- 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.
- 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. mt. 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

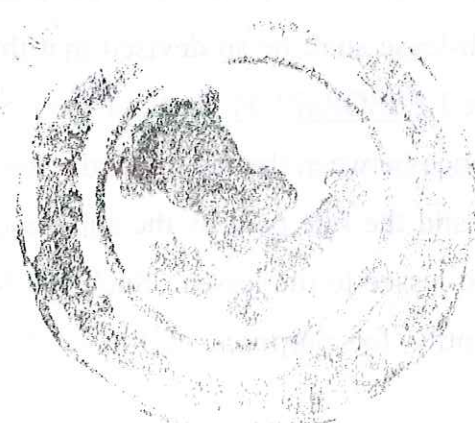


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payments to the LESSOR. The Sub-lessee shall obtain NOC from the Lessor and the lessee before allotting any built-up spaces to anybody and for this purpose shall have to execute tripartite sub-lease on the format and the terms, except for the consideration (but not including the lease-rent) for which prior approval shall have to be taken from the lessor.

- 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.
- The sub-lessee shall be responsible for strictly complying with the provisions of land use, building bye-laws of the LESSOR.
- The LESSOR shall be entitled to take any action against the sub-lessee as has been mentioned in the scheme brochure including cancellation of the sub-lease and forfeiture of the premium etc as per the terms and conditions of this Brochure.
- 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



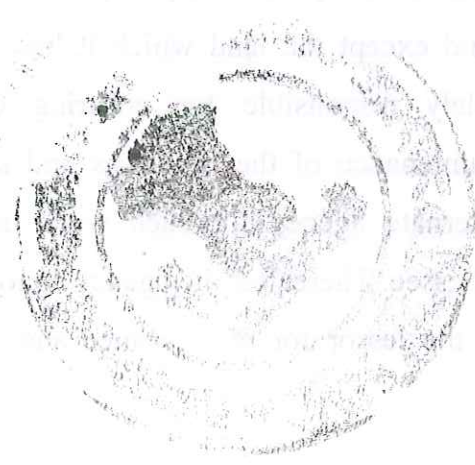
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flats/ buildings.

- 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.

- The lessee is required to submit building plan together with the detailed layout 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.

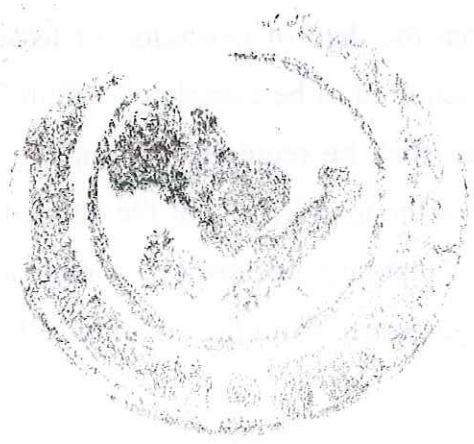
- The Lessee/ sub-lessee shall commence the construction of the F.A.R. within 18 months from the date of possession and shall be required to complete the construction of area provided to the lessee/ sub-lessee as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the Lessor in maximum 7 phases within a period of 10 years from the date of execution of lease deed. First Phase for the same shall be required to be completed within 3 years from DDOL. 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



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years from the date of execution of the lease deed.

- 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.
- 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.

No further extension shall be allowed.

- 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.
- 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 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 of plot on receipt of written request from the lessee/sub-lessee. The lessee/sub-lessee should have valid time period for construction as per terms of 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 will submit the following documents:

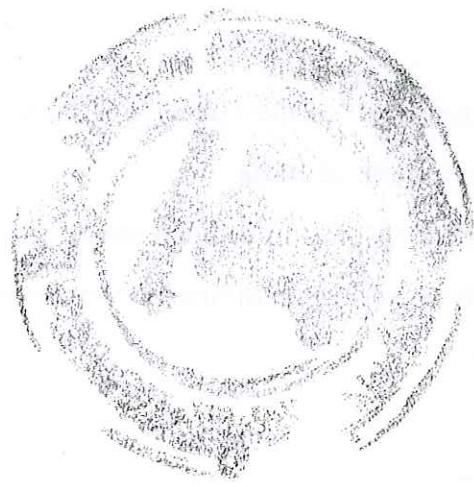
- Sanction letter of the concerned Bank/ financial institution approved by the Reserve Bank of India
- An affidavit on non-judicial stamp paper of Rs. 10/- duly notarized stating that there is no unauthorized construction and unauthorized commercial or



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- other activities.
- Clearance of upto date dues.

The lessor shall have first charge on the demised premises towards payment of all dues of the lessor

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 Lessor'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."

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 Lessor.

The Lessee /sub lessee or their allottee or any person claiming through them shall 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) their allottee or any person claiming through them 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.

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



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ARTICLE 10

The Board of Directors shall have the authority to...
to the extent of the assets of the corporation...
to the extent of the assets of the corporation...

ARTICLE 11

The Board of Directors shall have the authority to...
to the extent of the assets of the corporation...
to the extent of the assets of the corporation...



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decision of the LESSOR on the amount of such compensation shall be final and binding on the lessee/Sub-lessee.

F. MAINTENANCE

- The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
- The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be maintained.
 - in a state of good condition to the satisfaction of the Lessor at all times.
 - 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.
- 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.
- 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.



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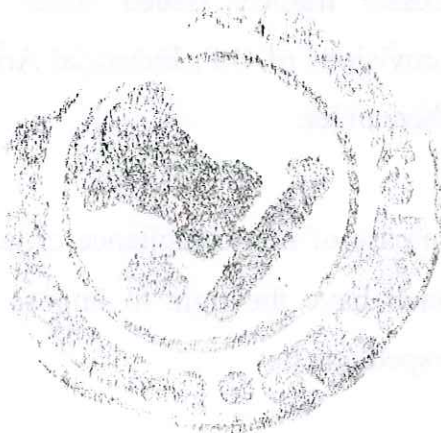
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- The lessee/ sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executives Officer or any officer authorized by Chief Executive Officer, 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:

- Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/ or fraud.
- Any violation of directions issued or rules and regulation framed by the Lessor or any Authority or by any other statutory body.
- 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.



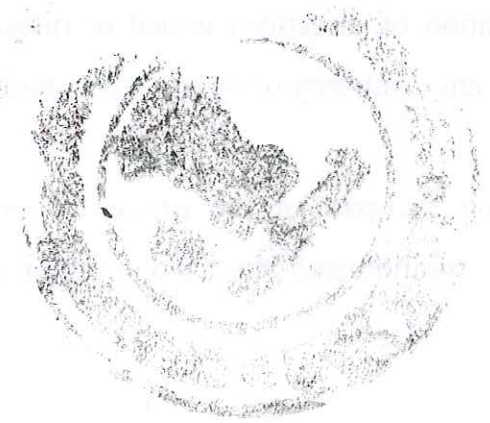
Authorized Signatory

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For Our District...
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- 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.
- 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. OTHER CLAUSES

- Multiple renting shall be admissible to the lessee and for the sub-lessee.
- 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.
- In case of any clarification or interpretation regarding these terms and conditions, the decision of the Lessor shall be final and binding.
- 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.

- 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.
- 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.
- 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.
- The Lessor shall monitor the implementation of the project.
- 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.

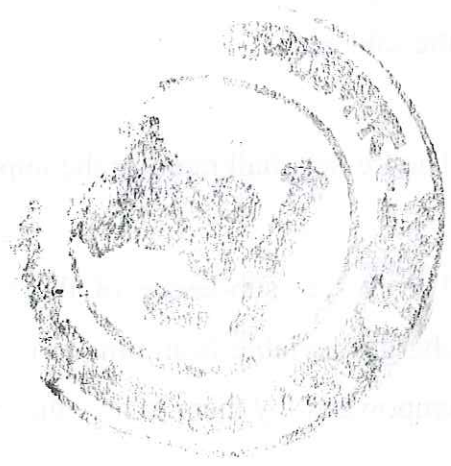


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- In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/ sub-lessee will not be paid any compensation thereof.
- Buildings earmarked for community facilities can not be used for purposes other than community requirements.
- All arrears due to the Lessor would be recoverable as arrears of land revenue.
- The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
- The Lessor in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
- In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee without any interest.
- In case any metaled road is passing through the allotted plot, it shall be maintained as such till some suitable alternative arrangements/roads are made by the LESSOR.

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



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In presence of :

Witness :

H
Haskesh s/o moodchand
H-168/4 Gamma-II G.N. Road

Address :

For & behalf of LESSOR



Witness :

Ramesh s/o Chandrab

Address :

H-168/4 Gamma-II
G.N. Road.

For Orris Developers Pvt. Ltd.

For & behalf of LESSEE

Authorised Signatory

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

For Orris Developers Pvt. Ltd.
For & behalf of LESSEE

Authorised Signatory

For & behalf of LESSOR





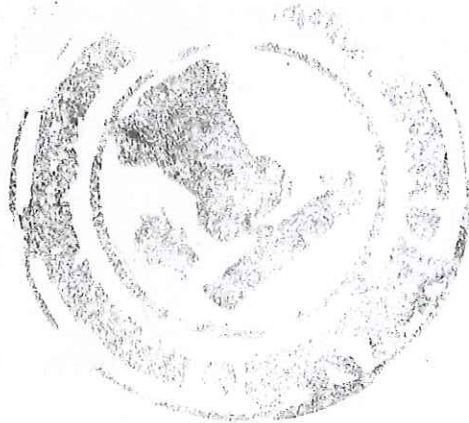
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रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर





उपनिबन्धक सदर

गौतमबुद्धनगर

11/1/2012