J - 4971

भारतीय गैर न्यायिक

भारत

बीस रुपये

रु.20

Rs.20

TWENTY RUPEES

IND CIAL

उत्तर प्रदेश UTTAR PRADESH

14AA 257994

Stamp Duty Paid in Cash Certificate in favour of M/s Logix City Developers Pvt. Ltd. GH-02, Sector-143, NOIDA.

In Pursuance of the order of the Collector No. Mem/o Dated 25/05/11 Passed under section 10-A of the Stamp Act, it is certified that an amount of Rs. 130820500=00 Rs. Thirteen Crore Eight Lacs Twenty Thousand (in words Rs. Five hundred 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. 070008 Dated 28/05/11 a Copy of which is annexed herewith.

Date 30th 2011

Officer-In-Charge
Treasury
Gautam Budh Nagar

ATTACHED WITH THE LEASE DEED OF GROUP HOUSING PLOT NO.GH-02, SECTOR-143, NOIDA, DISTT. GAUTAM BUDH NAGAR (U.P.)

Logix City Developers Pvt Ltd

Authorised Signatory

LESSOR

LESSEE

Noida

नं. 727 रु. 20
में शामिल
किया गया।

26 MAY 2011

राकड़िया
★ कोषागार/गौतम बुद्ध नगर ★

M18 Logix City Developers Put Ltd.
N. Delhi.

LEASE DEED

This Lease Deed made on **8th** day of **June, 2011** (Two thousand and Eleven) between the **NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 2 (d) 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 successors, assigns of the one part and **M/s LOGIX CITY DEVELOPERS P. LTD.,** a **Special Purpose Company,** within the meaning of Companies Act, 1956, having its registered office at **85 GROUND FLOOR, WORLD TRADE CENTRE, NEW DELHI** through its Authorized Signatory **SHRI. DAVENDER SAXENA S/O SH. LATE R. M. RAI SAXENA, R/O A- 4 & 5, SECTOR-16, NOIDA-201301** duly authorized by the Board of Directors vide Resolution dated **21.05.2011** hereinafter called the Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the **Plot No GH-02, Sector-143, NOIDA** on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the **Consortium Consisting of:- M/s Logix Soft-tel Pvt. Ltd. (LEAD MEMBER), M/s Logix Realty Developers Pvt. Ltd. (RELEVANT MEMBER), M/s V.C. Solutions Pvt. Ltd. (RELEVANT MEMBER), M/s IT Enfraservices Pvt. Ltd. (RELEVANT MEMBER), M/s Noida Cyber Park Pvt. Ltd. (RELEVANT MEMBER) & M/s Lakshmi Constructions (RELEVANT MEMBER), A-4 & 5, Sector-16,**

Logix City Developers Pvt Ltd

Authorised Signatory

LESSOR

ANAND KUMAR
Office Supdt,
Noida Authority Sec-6
Noida-201301

LESSEE

पट्टा विलेख (90 वर्ष)

प्रतिफल	मालियत	ओसत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
21,216,372.00		10,000.00	80	10,080.00	4,000	

श्री मै0 Logix City Developers P Ltd द्वारा देवेन्द्र सक्सैना

पुत्र श्री स्व0 आर एम राय सक्सैना

व्यवसाय नौकरी

निवासी स्थायी ए-4 &5 सै0 16 नोएडा

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 8/6/2011 समय 7:06PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एम0 के0 सागर
उप निबन्धक (प्रथम)
नोएडा
8/6/2011

निष्पादन लेखपत्र वाद सनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त

पट्टा दाता

श्री नोएडा विकास प्रा0 द्वारा आनन्द कुमार

पेशा नौकरी

निवासी सैक्टर 6 नोएडा

पट्टा गृहीता

श्री मै0 Logix City Developers P Ltd द्वारा देवेन्द्र सक्सैना

पुत्र श्री स्व0 आर एम राय सक्सैना

पेशा नौकरी

निवासी ए-4 &5 सै0 16 नोएडा

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री भूवनेश चन्द्रा

पुत्र श्री पीतम्बर सिंह

पेशा नौकरी

निवासी 625 जी एफ सै0 3 वैशाली गा0बाद

व श्री एम पी तिवारी

पुत्र श्री एन डी तिवारी

पेशा नौकरी

निवासी ग्राम निठारी सै0 31 नोएडा

ने की ।

प्रत्यक्षतः भद सांक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एम0 के0 सागर
उप निबन्धक (प्रथम)
नोएडा
8/6/2011

Noida, U.P. the plot No. 02, SECTOR-143 NOIDA, after fulfilling the terms and conditions prescribed in the brochure **of Group Housing Scheme Code GH-2011(I)** and its corrigendums, vide Reservation letter NO. **NOIDA/GHP/GH-2011(I)/2011/2961 dated 31.03.2011,** Allotment letter No. **NOIDA/GHP/GH-2011(I)/2011/3057 dated 08.04.2011 and** Allotment letter (Corrigendum) No. **NOIDA/GHP/GH-2011(I)/2011/3697 dated 08.06.2011** & for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

AND WHEREAS the lessor approved the name and status of Special Purpose Company (SPC) on the request of consortium members as mentioned in accordance with the allotment, vide letter No **NOIDA/GHP/GH-2011(I)/2011/3699 dated 08.04.2011.**

AND WHEREAS the lessee is a **Special Purpose Company** comprising of following Directors/Shareholders :-

LIST OF DIRECTORS	
S.NO.	**NAME AND ADDRESS OF THE DIRECTORS**
1.	SMT. MEENA NATH W/O SH. SHAKTI NATH, 34, FRIENDS COLONY EAST, MATHURA ROAD, NEW DELHI-110065
2.	SH. SHAKTI NATH S/O late SH. RAGHU NATH, 34, FRIENDS COLONY EAST, MATHURA ROAD, NEW DELHI-110065
3	SH. VIKRAM NATH S/O SHAKTI NATH, D-922, NEW FRIENDS COLONY, NEW DELHI-110065

LIST OF OF SHAREHOLDERS/MEMBERS			
SL. NO.	**NAME**	**%AGE OF SHARE HOLDING**	**STATUS**
1	M/s Logix Soft-tel Pvt. Ltd.	40.00%	LEAD MEMBER
2	M/s V.C. Solutions Pvt. Ltd.	20.00%	RELEVANT MEMBER
3	M/s Noida Cyber Park Pvt. Ltd.	05.00%	RELEVANT MEMBER
4	M/s IT Enfraservices Pvt. Ltd.	05.00%	RELEVANT MEMBER
5	M/s Lakshmi Constructions	05.00%	RELEVANT MEMBER
6	M/s Logix Realty Developers Pvt. Ltd.	25.00%	RELEVANT MEMBER
	TOTAL	100.00%	

Logix City Developers Pvt. Ltd

Authorised Signatory

LESSOR

Office Supdt,
Noida Authority Sec-6
Noida-201301

LESSEE

पट्टा दाता

Registration No.: 4971

Year : 2,011

Book No. : 1

0101 नोएडा विकास प्रा0 द्वारा आनन्द कुमार

सैक्टर 6 नोएडा

नौकरी

And it has been represented to the lessor that the **Special Purpose Company** members have agreed amongst themselves that **M/s Logix Soft-tel Pvt. Ltd.,** having its registered office at **85 GROUND FLOOR, WORLD TRADE CENTRE, NEW DELHI** shall remain always be the **Lead Member** of the Special Purpose Company and whose shareholding in the **Special Purpose Company** shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the SPC will be allowed to transfer up to 49% of its shareholding, subject to the condition that in case of a consortium, the original "Relevant Members" and the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51% of the shareholding in their respective SPCs and the shareholding of the "Lead Member" in his SPC shall remain at least 30% till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the LESSOR.

II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total premium of **₹. 235,69,07,079.00 (Rupees Two Hundred Thirty Five Crore Sixty Nine Lac Seven Thousand Seventy Nine only)** out of which 10% of **i.e. ₹. 23,56,90,707.90 (Rupees Twenty Three Crore Fifty Six Lac Ninety Thousand Seven Hundred Seven & Paise Ninety only)** which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum compounded half yearly , accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance **90% premium i.e. ₹. 212,12,16,372.00 (Rupees Two Hundred Twelve Crore Twelve Lac Sixteen Thousand Three Hundred Seventy Two only)** of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

SL NO	DUE DATE	INSTALMENT (in Rs.)	INTEREST (in Rs)	TOTAL (in Rs.)
1	07.10.2011	--	116666901	116666901
2	07.04.2012	--	116666901	116666901
3	07.10.2012	--	116666901	116666901
4	07.04.2013	--	116666901	116666901
5	07.10.2013	132576024	116666912	249242936
6	07.04.2014	132576024	109375230	241951254
7	07.10.2014	132576024	102083548	234659572
8	07.04.2015	132576024	94791866	227367890
9	07.10.2015	132576024	87500184	220076208
10	07.04.2016	132576024	80208502	212784526
11	07.10.2016	132576024	72916820	205492844

LESSOR

Noida Authority Sec-6

Logix City Developers Pvt. Ltd.

LESSEE

Authorised Signatory

पट्टा गृहीता

Registration No. : 4971 Year : 2,011 Book No. : 1

0201 मै0 Logix City Developers P Ltd द्वारा देवेन्द्र सक्सैना

स्व0 आर एम राय सक्सैना

ए-4 &5 से0 16 नोएडा

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12	07.04.2017	132576024	65625138	198201162
13	07.10.2017	132576024	58333456	190909480
14	07.04.2018	132576024	51041774	183617798
15	07.10.2018	132576024	43750092	176326116
16	07.04.2019	132576024	36458410	169034434
17	07.10.2019	132576024	29166728	161742752
18	07.04.2020	132576024	21875046	154451070
19	07.10.2020	132576024	14583364	147159388
20	07.04.2021	132576024	7291682	139867706

In case of default in depositing the installments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

All payment should be made through a demand draft/pay order drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/Noida. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.

Premium referred to in this document means total amount payable to the Lessor for the allotted plot.

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.

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 lease rent payable and then the premium due. No request of the lessee contrary to this will be entertained.

The area of the plot allotted may slightly vary at the time of handing over of the possession. The premium of the plot will proportionately vary due to such variations. The applicable rate of allotment of additional area shall be the accepted tender rate for the original plot plus simple interest @12% from the date of allotment or the reserve price or the accepted tender rate for the Group Housing Plots in the relevant sector or the nearby area, at the time of communication about the additional land, whichever is higher. Payment of

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ANUPAM KUMAR
Noida Authority Sec-6
Noida 201301

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LESSEE
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सत्यमेव जयते
उत्तर प्रदेश

premium and the lease rent of the additional land will be made as per the terms & conditions applicable to the land initially allotted.

A. EXTENSION OF TIME

1. Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to a maximum of three (3) such extensions during the entire payment schedule.

2. For the purposes of arriving at the due date, the date of issuance of the Allotment Letter will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot **No.GH-02, Sector-143,** in the **NOIDA**, Distt. Gautam Budh Nagar (U.P.) contained by measurement **1,00,080.98 Sq. mtrs.** be the same a little more or less 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

And the 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 up to the lessee for the term of 90 (ninety) years commencing from **8th JUNE, 2011** except and always reserving to the Lessor.

a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.

Logix City Developers Pvt. Ltd.

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LESSOR
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Noida-201301

LESSEE

b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

(ii) AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of **MARCH** for each year the yearly lease rent indicated below:-

(i) The lessee has paid **₹. 2,35,69,070.79 say ₹. 2,35,69,071.00 as lease rent** being 1% of the plot premium for the first year 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 the lease deed and thereafter, every year, on or before the last date of the previous financial year.

(iv) Delay in payment of the advance lease rent will be subject to an interest @14% per annum compounded half yearly on the defaulted amount and for the defaulted period.

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Noida Authority Sec-6

Noida-201301

LESSEE

(v) The lessee will have the option to pay lease rent equivalent to 11 years @1% per year i.e. equivalent to 11% of the total premium of the plot 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 adjusted in the "One Time Lease Rent" option.

b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case lessee fails to pay the above charges it would be obligatory on the part or its members/ sub lessee to pay proportional charges for the allotted areas.

c) EXECUTION OF SUB LEASE DEED

1. After the approval of the lay-out plan by the Lessor, the lessee shall have the option to sub-lease portions of land earmarked for group housing, subject to minimum plot size of 10,000 Sqm. and adherence to the planning norms of the Lessor, after prior approval from the Lessor.
2. The Lessee shall sub-lease an area only once 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 progress.
3. The Lessee shall have to execute the sub-lease deed in favour of the Sub Lessee in the form and format as prescribed by the Lessor.
4. On execution of such sub-lease deed(s), the sub-lessee(s) will be bound to comply with the provisions of payment of proportionate share of the lease premium, lease rent and all other charges payable to the Lessor in the proportionate share of the land area so sub-leased.

Logix City Developers Pvt. Ltd

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LESSOR

LESSEE

Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed /sub-lease deed/ scheme shall not be automatically considered as default of the Lessee. The Lessor shall be entitled to take any action against the sub-lessee as well, including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of Brochure of the Scheme.

5. The Lessee/sub-lessee(s) shall have to fulfill the following conditions before the execution of the sub-lease(s) of the flats in favour of the individual allottee(s):

   i. Lessee/sub-lessee(s) shall submit the temporary occupancy (completion) certificate/ occupancy (completion) certificate of the constructed flats on the allotted plot from the Building Cell of the this as mentioned in clause-CONSTRUCTION of this document.

   ii. Lessee/ sub-lessee(s) shall submit "No Dues Certificate" in accordance with the payment schedule specified in the Lease Deed/sub-lease deed from the Accounts Department (Residential) of the LESSOR.

   iii. Rs. 1000/- shall be paid as processing fee in each case of SUB LEASE in addition to other documents prescribed by the LESSOR.

NORMS OF DEVELOPMENT

a. The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

Maximum permissible Ground Coverage	**40 %**
Maximum permissible FAR	**2.75**
Set backs	**As per Building Bye-laws**
Maximum Height	**No Limit**

CONSTRUCTION

1. The Lessee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from

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Noida-201301

Logix City Developers Pvt. Ltd

LESSEE

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the date of possession. Date of execution of lease deed(s) shall be treated as the date of possession. The Lessee/Sub-lessee(s) shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the completion/occupancy certificate issued from Building Cell Department of the LESSOR in maximum 5 phases within a period of 7 years from the date of execution of the lease deed(s). The lessee/Sub-lessee(s) shall be required to complete the construction of minimum 15% 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 three years from the date of execution of lease deed/Sub-lease deed.

2. The Lessee shall make the provisions for the development of community facilities such as school, dispensary, milk-booth, community centre, electric sub-station, water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building Bye-Laws of the LESSOR prevailing on the date of execution of the lease deed.

3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. 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/Sub-lessee(s).

4. Without prejudice to the LESSOR's right of cancellation, the time for the completion of the Project can be extended for a maximum period of another three years only with penalty as under:

    - For first year the penalty shall be 4% of the total premium of the plot.
    - For second year the penalty shall be 5% of the total premium of the plot.
    - For third year the penalty shall be 6% of the total premium of the plot.

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

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N... Authority Sec-6
Noida 201301

Logix City Developers Pvt Ltd
LESSEE

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5. In case the Lessee/Sub-lessee(s) does not construct building within the time provided including the extension granted, if any, for the above, the lease deed/sub-lease deed, as the case may be, shall be liable to be cancelled. Lessee/Sub-lessee(s) shall lose all rights to the allotted land and buildings appurtenant thereto.

6. The lessee/Sub-lessee(s) may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly, enabling them to do phase-wise marketing.

MORTGAGE

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 up to date dues of the plot premium and lease rent.

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

a. Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.
b. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).
c. Clearance of up to date dues of the LESSOR.

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

Logix City Developers Pvt. Ltd.

Authorised Signatory

LESSOR

BHARAT KUMAR
...Noida
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No...-201301

LESSEE

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

TRANSFER OF PLOT

Without obtaining the completion certificate the lessee/ sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the LESSOR and to transfer the same to the interested parties with the prior approval of the LESSOR on payment of transfer charges and policy prevailing on the date of transfer. However, the area of each of such sub-divided plot should not be less than 10,000 sq.mtrs. . However, individual flat will be transferable with prior approval of the LESSOR as per the following conditions:-

(i) The dues of the LESSOR towards the cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed/sub-lease deed before executing of sub-lease deed of the flat.

(ii) The lease deed/sub-lease deed has been duly executed.

(iii) Transfer of the flat will be allowed only after obtaining the temporary occupancy/ completion certificate for the respective phase by the Lessee/sub-lessee.

(iv) The sub-lessee of the individual flat undertakes to put to use the premises for the residential use only.

Logix City Developers Pvt Ltd

Authorised Signatory

LESSOR

LESSEE

Office Deptt.
Noida-201301

(v) First sale of a flat to an individual allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee/ sub-lessee to the LESSOR in writing. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the LESSOR.

(vi) Rs. 1000/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee/Sub-lessee shall not use flat for any purpose other than for residential purposes.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises alongwith structures thereon, if any, shall be resumed by the LESSOR.

The Lessee/Sub-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 deviations as aforesaid.

If the Lessee/Sub-lessee fails to correct such deviations 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 the Lessee/Sub-lessee who hereby agrees to reimburse by paying to the Lessor such amounts as may be fixed in that behalf.

LIABILITY TO PAY TAXES

The Lessee/Sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in

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LESSOR

LESSEE

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.

OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on 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 plot(s)/flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the 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.

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/Sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
   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 in 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(s) shall abide by all regulations, Bye-laws, Directions and Guidelines of the LESSOR framed/issued under section

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Authorised Signatory

LESSOR

ANAND KUMAR

Office Bearer,

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Noida-201301

LESSEE

8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.

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(s) shall make such arrangements as are necessary for the maintenance of the buildings and common services and if the buildings are not maintained properly the LESSOR will have the power to get the maintenance done through any other agency and recover the amount so spent from the lessee/sub-lessee(s). The lessee/ sub-lessee(s) will be individually and severally liable for payment of the maintenance amount. The rules/regulations of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee/sub-lessee(s). No objection to the amount spent for the maintenance of the buildings by the lessor shall be entertained and decision of the LESSOR in this regard shall be final.

CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to the cancellation, the LESSOR will be free to exercise its right of cancellation of allotment/ lease/sub-lease in the case of :

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.

2. Any violation of the directions issued or rules and regulations framed by any Authority or by any statutory body.

3. Default on the part of the Lessee/Sub-lessee for breach/violation of the terms and conditions of the registration/allotment/lease/sub-lease and/or non-deposit of the allotment amount.

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4. If at the same time of such cancellation, the plot is occupied by the Lessee/sub-lessee, the 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(s) thereon, if any, and the Lessee/sub-lessee will have no right to claim any compensation thereof. The balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

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

OTHER CLAUSES

1. 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 and approved by the LESSOR.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding on all concerned.

3. If due to any "Force Majeure" or such circumstances beyond the control of the LESSOR, the LESSOR is unable to make allotment or facilitate the Lessee/sub-lessee(s) to undertake the activities in pursuance of the executed lease deed/sub-lease deed, the deposits depending on the stages of payments, will be refunded without any interest.

4. If the Lessee/sub-lessee(s) commit any act of omission on the demised premises resulting in nuisance, it shall be lawful for the LESSOR to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period, failing which the LESSOR shall itself get the nuisance removed at the Lessee's/Sub-

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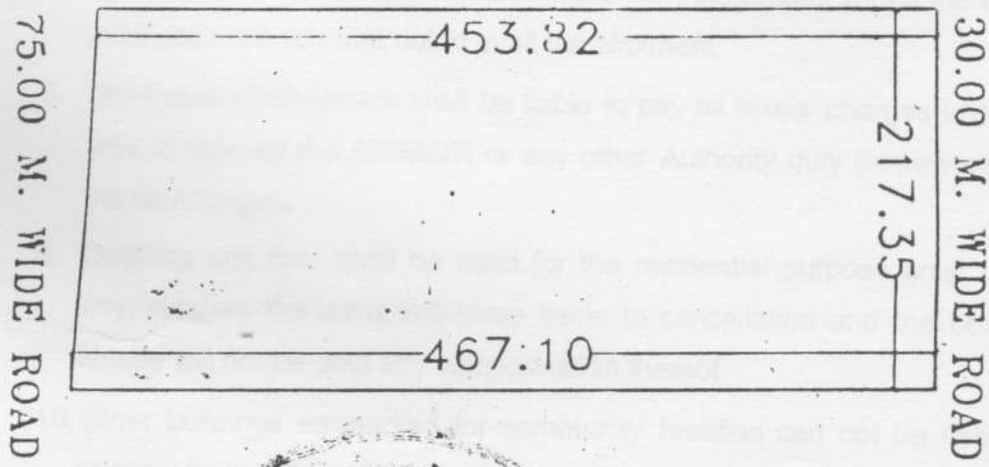
SITE PLAN OF SEC-143

PLOT NO.-GH-02
TOTAL AREA-100080.98 SQM

PLOT NO.-GH-03



PLOT NO.-GH-01

NOTE- AREA MAY BE CHANGE AFTER FINAL EXECUTION OF ROADS & DRAINS.

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C.C.D-I

lessee's cost and charge damages from the Lessee/Sub-lessee for the period of subsistence of the nuisance.

5. Any dispute between the LESSOR and Lessee/ Sub-Lessee(s) 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
6. The Lease Deed/Sub-Lease Deed 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 this Act.
7. The LESSOR will monitor the implementation of the project. Tenderers who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
8. The Lessee/Sub-lessee shall be liable to pay all taxes/ charges leviable from time to time by the LESSOR or any other Authority duly empowered to levy the tax/charges.
9. Dwelling unit flats shall be used for the residential purpose only. Default, if any, renders the lease/sub-lease liable to cancellation and the Lessee/sub-lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for the purposes other than the community requirements.
11. All arrears due to the Lessor/lessee/sub-lessee would be recoverable as arrears of land revenue.
12. The Lessee/sub-lessee shall not be allowed change his role, otherwise the lease/sub-lease shall be cancelled and entire money deposited shall be forfeited.
13. The LESSOR in larger public interest may take back the possession of the land/building by making payment at a reasonable rate as decided by the LESSOR, whose decision in this regard shall be final and binding on the lessee/sub-lessee(s).

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LESSEE

आज दिनांक **08/06/2011** को

वही सं. **1** जिल्द सं. **2537**

पृष्ठ सं. **251** से **286** पर कमांक **4971**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एम0 के0 सागंर

उप निबन्धक (प्रथम)

नोएडा

8/6/2011