



INDIA NON JUDICIAL



Government of Uttar Pradesh

IN-UP49001167603204X

e-Stamp

4967



Certificate No. : IN-UP49001167603204X ₹48,44,70,000

Certificate Issued Date : 21-May-2025 11:32 AM

Account Reference : NEWIMPACC (SV)/ up14059404/ GAUTAMBUDDH NAGAR 2/ UP-GBN

Unique Doc. Reference : SUBIN-UPUP1405940494607498298441X

Purchased by : MAX ESTATES NOIDA PVT LTD

Description of Document : Article 35 Lease

Property Description : PLOT NO. C-02, SECTOR-105, NOIDA, DISTT-GAUTAM BUDDHA NAGAR, UTTAR PRADESH

Consideration Price (Rs.) :

First Party : NOIDA

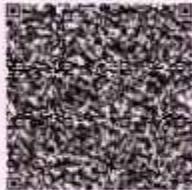
Second Party : MAX ESTATES NOIDA PVT LTD

Stamp Duty Paid By : MAX ESTATES NOIDA PVT LTD

Stamp Duty Amount(Rs.) : 48,44,70,000
(Forty Eight Crore Forty Four Lakh Seventy Thousand only)

सत्यमेव जयते

₹48,44,70,000



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MAX ESTATES NOIDA PRIVATE LIMITED

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Authorised Signatory

MAX ESTATES NOIDA PRIVATE LIMITED

QE 0020394942

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcliestamp.com' or using e-Stamp Mobile App of Block Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHCIL



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LEASE DEED

This Lease Deed ("**Lease Deed**") is made on the 22nd day of May in the year 2025 by 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) through its authorised signatory, Mr./Ms./Mrs. Jai Anand Singh (Name of Authorized Representative of Authority), S/o Mr. SUKH-LAL SINGH (Name of Parents/ Spouse/ Guardian), holding the post of P.A. hereinafter called the "**Lessor**" which expression shall unless the context does so admit, include its administrators, successors and assigns on the **ONE PART**;

IN FAVOUR OF

M/s Max Estates Noida Private Limited having its registered office at 1, Dr. Jha Marg, Max House, Okhla, Phase III, Okhla Industrial Estate, New Delhi 110020 through its Authorized Signatory, Sh. Anshul Gaurav S/o Sh. Hari Ram Khawal R/o L-20, Max Towers, Plot No. C-001, Sector 16B, Noida, U.P.-201301, duly authorized vide Board Resolution of the Company dated 19.03.2025, hereinafter called the '**Lessee**' which expression shall, unless context does not so admit, include his/ her/ their/ its Heirs, Executors, administrators, representing successors in interest and permitted assigns on the **OTHER PART**. (PAN No. AAYCA9672R)

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 Plot No. C-02, Sector -105, Noida under Scheme No. 2024-2025 (Builder Plot-1) (hereinafter referred to as the "**Demised Premises**") for development of infrastructure for Commercial Complex for commercial activities such as shopping malls, showrooms, retail outlets, 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 above the permissible limit under the relevant norms/laws, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.) maximum 40% of permissible FAR can be used for residential purposes for plots measuring 20,000 Sqm. (2 hectare) and above. It shall entirely be the responsibility of the

MAX ESTATES NOIDA PRIVATE LIMITED

Anshul Gaurav

Authorised Signatory

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Lessee to obtain all statutory clearances from the concerned Authority(ies) as desired. Lessor shall not be responsible for any consequences arising out of failure of the Lessee to receive any such statutory clearance.

AND WHEREAS the Lessor has through E-AUCTION awarded to the Lessee Plot No.- C-02, Sector-105 admeasuring 41,835.46 Square meters after fulfilling the terms and conditions prescribed in the brochure of Scheme Code 2024-25 (Builder Plot-I) (hereinafter referred to as "**Scheme Brochure**" or "**Brochure**") and allotment letter No.- Noida/Commercial/2025/128 dated 23/01/2025 in favour of M/s Max Estates Limited (Consortium), thereafter as per the term and conditions of the brochure, the allottee has formed SPC in the name of Max Estates Noida Private Limited (SPC) for development of commercial complex/Project.

The Details of Equity Shareholding and role assigned to the SPC member's is as under:

S. No.	Name of the SPC Member	Percentage of Equity owned in the Consortium	Role Assigned (Lead/ Relevant)
1	Max Estates Limited	60	Lead
2	Max Square Limited	10	Relevant
3	Max Towers Pvt. Ltd.	10	Relevant
4	Max Ventures Investment Holdings Private Limited	10	Relevant
5	Antara Senior Living Limited	10	Relevant

AND WHEREAS as per decision taken in the 192nd Authority board meeting dated 02.06.2017 & 193rd Authority board meeting dated 27.12.2017 sub-division of plots is not allowed/ permitted.

AND WHEREAS 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	4.00
Setbacks	As per building regulations 2010 of NOIDA (As amended from time to time)
Maximum Height	No Limit (subject to fulfilment of statutory requirements by the allottee)

I. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

- A. That in consideration of the premium of **Rs. 7,11,12,98,818 (Rupees Seven Hundred Eleven Crores Twelve Lakhs Ninety Eight Thousand Eight Hundred and Eighteen Only)** out of which **Rs. 2,84,45,19,528 (Rupees Two Hundred and Eighty Four Crores Forty Five Lakhs Nineteen Thousand Five Hundred and Twenty Eight Only)** have been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance **Rs. 4,26,67,79,290 (Rupees Four Hundred and Twenty Six Crores Sixty Seven**

MAX ESTATES NOIDA PRIVATE LIMITED

Authorised Signatory



आवेदन सं०: 202500743044822

पट्टा विलेख(30 वर्ष से अधिक)

वही सं०: 1

रजिस्ट्रेशन सं०: 4967

वर्ष: 2025

प्रतिकल- 9689271000 स्टाम्प शुल्क- 484470000 बाजारी मूल्य - 9689271000 पंजीकरण शुल्क - 96892720 प्रतिलिपिकरण शुल्क - 60 योग : 96892780

श्री मे० मेक्स इंस्टेट्स नोएडा प्रा० लि० द्वारा
अंशुल गौरव अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री हरी राम खोवत
व्यवसाय : नौकरी
निवासी: एल—20 मेक्स टावर्स प्लॉट नं० सी—001, सेक्टर 16बी नोएडा 201301

Shauhan



श्री. मे० मेक्स इंस्टेट्स नोएडा प्रा० लि० द्वारा

अंशुल गौरव अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 22/05/2025 एवं
05:08:39 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Shauhan
अशोक कुमार सिंह
उप निबंधक : नोएडा द्वितीय
गौतम बुद्ध नगर
22/05/2025

Shauhan
विकास वर्मा
निबंधक लिपिक
22/05/2025



Lakhs Seventy Nine Thousand Two Hundred and Ninety Only) which is to be paid by the Lessee in the manner hereinafter provided in instalments on dates specified below along with interest @ 10.50% per annum from the date of allotment, compounded half yearly on the outstanding premium. The interest rate @ 10.50% per annum is applicable only till 30.6.2025. It is to be noted that interest rate shall be revised on every 1st January and 1st July based on SBI's 3-years' MCLR in accordance with prevailing policy.

The Schedule of payment of instalments is as given below (as per Plan-B of Scheme Brochure): -

Instalment No.	Due Date	Principal Amount (in Rs.)	Interest @ 10.50% (yearly)	Total Amount (In Rs.)
1.	22.07.2025	53,33,47,411.00	22,21,64,768.00	75,55,12,179.00
2.	22.01.2026	53,33,47,411.00	19,76,16,175.00	73,09,63,586.00
3.	22.07.2026	53,33,47,411.00	16,66,23,576.00	69,99,70,987.00
4.	22.01.2027	53,33,47,411.00	14,11,54,411.00	67,45,01,822.00
5.	22.07.2027	53,33,47,411.00	11,10,82,384.00	64,44,29,795.00
6.	22.01.2028	53,33,47,411.00	8,46,92,647.00	61,80,40,058.00
7.	22.07.2028	53,33,47,411.00	5,58,48,050.00	58,91,95,461.00
8.	22.01.2029	53,33,47,411.00	2,82,30,882.00	56,15,78,293.00
	Total	4,26,67,79,288.00	1,00,74,12,893.00	5,27,41,92,181.00

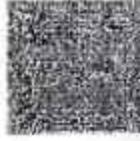
Note: In compliance with the Government Order No. 1587/77-4-20-36N/20 dated 09.06.2020, the Allottee shall be liable to pay interest as per the applicable rates (based on SBI MCLR Rates) notified by the Authority on 01st January and on 01st July every year.

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

C. In case of failure to deposit the due instalment by the due date, the LESSOR

MAX ESTATES NOIDA PRIVATE LIMITED

Signature
Authorised Signatory



आवेदन सं०: 202500743044822

बही सं०: 1

रजिस्ट्रेशन सं०: 4967

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाता: 1

श्री नोएडा विकास प्राधिकरण के द्वारा जय भगवान, पुत्र श्री सुख लाल सिंह

निवासी: सेक्टर 6 नोएडा

व्यवसाय: नौकरी

पट्टा गृहीता: 1



श्री मै० मैक्स ईस्टेट्स नोएडा प्रा० लि० के द्वारा अंशुल गौरव, पुत्र श्री हरी राम खोवत

निवासी: एल-20 मैक्स टावर्स प्लॉट नं० सी-001, सेक्टर 16बी नोएडा 201301

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1



श्री मानवेन्द्र सिंह गुर्जर, पुत्र श्री अजय पाल सिंह गुर्जर

निवासी: म०न० डी 155, एसएफएफ, वेद विहार लोनी जिला गाजियाबाद

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री विनोद कपूर, पुत्र श्री राजीव कपूर

निवासी: 180 साउथ वनस्पती बल्लूपुर देहरादून उत्तरांचल

व्यवसाय: अन्य



ने की। प्रत्यक्षत-भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है। टिप्पणी: पट्टा दाता ने उक्त प्रतिफल की धनराशि प्राप्त कर निष्पादन स्वीकार किया।



जिस्ट्रीकरण अधिकारी के हस्ताक्षर

अशोक कुमार सिंह
उप निबंधक: नोएडा द्वितीय
गौतम बुद्ध नगर
22/05/2025

विकास वर्मा
निबंधक लिपिक गौतम बुद्ध नगर
22/05/2025

may cancel the allotment in accordance with clause-Z of scheme brochure after reasonable notice for compliance. However, in case of default in payment of instalment, interest rate (@ prevailing interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period will be charged.

- D. Provided further that Lessor shall accept all payments rendered otherwise by the Lessee, but of the payments made by the Lessee against:
- i. In case of Balance amount of the premium as per Clause A above, the same, shall first be adjusted towards the penal interest (defaulter interest), followed by interest due, if any, and thereafter, the balance premium outstanding;
 - ii. In case of Lease Rent due, the same, shall first be adjusted towards the penal interest (defaulter interest), and thereafter, the balance lease rent outstanding;
 - iii. In case of One Time Lease Rent (OTLR) deposited by the Lessee, and lease rent is due, in such case, the same shall first be adjusted towards the penal interest on lease rent due (defaulter interest), followed by lease rent outstanding and thereafter, the balance shall be adjusted against the OTLR only if the balance amount for OTLR is paid by the lessee before the due date of next lease rent;

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,

- E. The Lessor do hereby demise on lease to the Lessee, all that plot of land numbered as Plot No.- C-02, Sector 105, Noida under Scheme No. 2024-2025 (Builder Plot-1), contained by measurement 41,835.46 square metres and bounded:

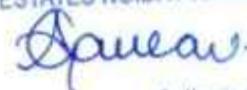
ON THE NORTH BY	As per site
ON THE SOUTH BY	As per site
ON THE EAST BY	As per site
ON THE WEST BY	As per site

- F. The Lessor hereby holds the said Plot (hereinafter referred to as the "Demised Premises"/ "Plot") with their appurtenances unto the Lessee on "**AS IS WHERE IS BASIS**" for a period of Ninety years starting from the date of execution of the Lease Deed. However, the Lessor shall continue to be responsible to handover vacant possession of the property to the Lessee, indemnify the Lessee against all of the zoning issues pertaining to the Plot including, but not limited to, the litigations or issues pertaining to title of the land.

- G. In addition to the premium of Plot, the Lessee shall have to pay an yearly ground rent/lease rent in the manner given below:-



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- 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 charged @ 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 for the next ten years and this process will continue for future.
- 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 or 120 days from the date of allotment, whichever is earlier and thereafter, every year, on or before the last date of previous financial year.
- iv. In case of failure to deposit the due lease rent by the due date, interest will be charged @ prevailing interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- v. In case of Lease Rent due, the same, shall first be adjusted towards the penal interest (defaulter interest), and thereafter, the balance lease rent outstanding;
- vi. 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 of the plot.
- vii. The Lessee has the option to pay lease rent as "One Time Lease Rent". This option can be exercised by Lessee at any time during the Lease Period. This "One Time Lease Rent" shall be equivalent to 15 times of 2.5% of the total premium of the plot during the first 10 years from the date of lease deed and after 10 years from the date of lease deed, 15 times (or as amended from time to time) the applicable lease rent at anytime during the lease period shall be applicable. This option may be exercised provided the Lessee has paid the earlier lease rent due along with the interest thereon (if any) and lease rent already paid will not be adjusted against One Time Lease Rent option.
- viii. In case of One Time Lease Rent (OTLR) deposited by the Lessee, and lease rent is due, in such case, the same shall first be adjusted towards the penal interest on lease rent due (defaulter interest), followed by lease rent outstanding and thereafter, the balance shall be adjusted against the OTLR only if the balance amount for OTLR is paid by the lessee before the due date of next lease rent;

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

- (a) The Lessee shall have to maintain the shareholding of the consortium members in same manner as submitted, lead member should be the single largest shareholder having at least 30% shares in the Lessee. The percentage of shareholding of the lead member shall remain minimum of 30% till the completion certificate is obtained. Each member of the consortium with equity stake of at least 10% will be considered as the "relevant member" upto a maximum of five (05) members. The Lead Member or Relevant Member(s) will not be allowed to exit from the consortium till temporary occupancy/completion certificate is issued.

- (b) THAT the Lessee will pay to the Lessor the balance of the premium in the

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instalments mentioned in clause (I) above by the dates mentioned therein. If the Lessee shall fail to pay any instalment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (I) above on the instalment in arrears from the due date till the date of payment provided that failure to pay three consecutive instalments the Lessor may cancel/ determine the lease with interest and penalties and consequences thereof.

- (c) That the Lessee will pay unto the Lessor at its office or 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 prevailing interest + 3% penal interest) per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.
- (d) The plot is free from all litigation/ encumbrances. The Lessee and/or its allottees will bear, pay and discharge all rates, assessments of every description which during the said term to be assessed, charged or imposed upon either on the plot 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 the regulation 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) In case the Lessee surrenders the plot after execution of Lease Deed, 40% of total premium of plot (including 10% of EMD amount) (discovered through e-bid), due lease rent charges and total interest paid shall be forfeited. In any case, the deduction shall not be greater than the amount deposited. 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 based on 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 and payment of land dues of Authority. As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to facilitate the loan of the prospective buyers/sub lessees, N.O.C. may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission. 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:

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- (a) Sanction letter of the scheduled Bank/ Govt. organization/financial institution approved by the Reserve Bank of India.
- (b) Clearance of upto date dues of the NOIDA.

In case of mortgage, the Authority shall have the first charge towards Lease Premium, Lease Rent, Interest, extension charges and any other dues, taxes, charges etc. payable to the Authority from time to time.

The letter of Permission to Mortgage (PTM) shall specify the head wise dues of Authority as on date of PTM in respect of the property for which permission to mortgage is issued.

In the event any Permission to mortgage is issued by the Authority, it shall always hold the first charge and shall remain Secured Financial Creditor as per definitions of IBC (Insolvency and Bankruptcy Code), 2016.

In the event of sale or foreclosure of the mortgaged/charged property, Authority shall be entitled to claim all dues. Authority may recover not more than 50% or as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said Plot as first charge, having priority over the said mortgage charge. The decision of the Authority in respect of the market value of the said Plot shall be final and binding on all the parties concerned.

Provided further that the Lessor/Authority would have the pre-emptive right to purchase the mortgaged or charged Plot after deducting such percentage as decided by Lessor /Authority of the unearned increase as aforesaid. The Lessor /Authority's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein-before, would apply equally to insolvency sale or its transfer through execution of a decree of insolvency issued by any Court of Law.

After procurement of permission to Mortgage, the property cannot be attached/ auctioned/ sub-leased without the permission of the Authority. In case, it is exercised by any financial institution without permission, it shall be treated as null and void.

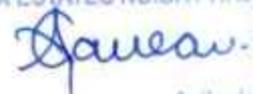
All the clauses mentioned above shall become a part of the 'Loan Agreement' signed between the Bank and the Lessee. The copy of the 'Loan Agreement' shall be submitted to the Authority by the Lessee within 15 days of the execution of the Agreement.

Provided that in the event of foreclosure of the mortgaged/charged property, the NOIDA shall be entitled to claim and recover such percentage, as decided by the NOIDA, 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 NOIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The NOIDA'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.



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Authorised Signatory



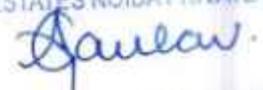
- (h) The construction of the building and development on the plot shall have to be done as per development norms, controls prescribed under the scheme/ building regulations & direction-2010 (as amended from time to time) of the Lessor and only after the prior approval of the building plans by the Lessor.
- a) Any construction will be permissible only as per details given in the Building Regulation-2010 (As Amended) and only after the prior approval of the building plans by NOIDA.
 - b) All the infrastructural services shall have to be provided by the lessee within the plot area. Noida shall provide the utilities and connection upto the plot only.
 - c) All clearances/approvals must be obtained by the lessee from the respective competent statutory authorities prior to the commencement of the construction work.
 - d) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).
 - e) All other provisions, not specified above, shall be in accordance with the Building Regulations-2010 (As Amended) and Directions of NOIDA and the amendments made therein from time to time.
 - f) The Plot shall be used for the development as per the terms and conditions of the said scheme brochure.
- (i) the Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 7 years from the date of execution of lease deed.

The Lessee shall be required to complete the construction on allotted plot as per approved layout plan.

- (j) Minimum requirement of sanctioned/completion shall be governed as per Noida Building Regulations, 2010 (as amended from time to time).
- (k) Time 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. In case the lessee completes the project within **7 (Seven) years** from the date of lease deed no extension charges shall be payable. 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 as per prevailing rules. In case the Lessee does not construct any building within the time provided including extension granted, if any, the allotment / Lease Deed as the case may be, shall be liable to be cancelled.
- (l) The Lessee/SPC 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.



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1. The Lessee shall indemnify the Lessor against all arising out of:
 - a. The non-completion of the Project;
 - b. The quality of development, construction and maintenance;
 - c. Any legal dispute arising out of allotment, lease and / or Sub lease to the final buyer(s).
- (m) The allottee / Lessee can only transfer the whole/part of the building constructed /land parcel of Plot/ FSI thereon with the prior permission of Lessor, after payment of transfer charges as per the prevailing policy of Lessor.
- (n) In addition to the transfer charges as per prevailing policy of Lessor, the allottee / Lessee shall also pay an amount of Rs.10,000/- towards the processing fees.
- (o) All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the allottee / Lessee, as well as the sub-lessees/transferees.
- (p) No transfer charges shall be payable in case of transfer amongst blood relations. However, processing fee of Rs.10,000/- will be payable on such transfer.
- (q) The lessee will not be allowed to transfer the plot and change its shareholding, till the occupancy certificate/completion certificate of the project is obtained from the NOIDA. Change in Constitution and Change in Shareholding shall be permitted only after issue of completion certificate by NOIDA for the entire project except in case of transfer amongst blood relation and as per prevailing policy of the lessor.

Sub Leasing:-

- (r) 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 Lessor. Thereafter, the transfer charges shall be payable as per the prevailing policy of the Lessor. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The Allottee / Lessee will be permitted to transfer the built-up space on the fulfilment of the following conditions:
 - (i). The dues of 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 built-up premises.
 - (ii). The lease deed/ sub lease deed as per rules has been duly executed.
 - (iii). The Allottee / Lessee /sub lessee has obtained temporary/part 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 the 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-lessee. The Lessee/sub-lessee shall also ensure adherence to the building regulations and direction of the Lessor. All the terms and



conditions of the allotment and lease deed shall be applicable and binding on sub-lessee as well.

- (vi). The sub-lessee shall also be required to pay pro-rata lease rent as applicable. The sub-lessee shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to Lessor in proof thereof. Thereafter, extension charges, as applicable, shall be payable by sub-lessee.
- (vii). All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee, Lessee and sub-lessees.
- (viii). The allottee, Lessee /sub-lessees are not eligible for any preferential allotment of any residential plot or house under various schemes of Lessor.

- (s) The Lessee and sub-lessees (transferees) shall not use the commercial plot for any purpose other than for which the commercial plot has been allotted. In case of violation of any allotment, Lease / Sub lease condition the allotment, Lease / Sub lease shall be liable to be cancelled and the possession of the commercial plot along with the structures thereon, if any, shall be resumed by the LESSOR.
- (t) The Lessee and sub-lessee(s)/Transferee(s) will be liable to pay all 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.
- (u) If the lessee and / or sub lessee(s) / Transferee(s) fail to deposit the due money/instalment within the given time or such extended period as is allowed by the LESSOR or commit any breach of the terms and conditions as laid down in the brochure, allotment letter, lease deed, the allotment / lease shall be liable to be cancelled / determined and 30% of the total premium of the plot or the premium / instalments deposited till then along with lease rent, interest, extension charges money 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.
- (v) The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the Lessee, the allotment of the Commercial 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.
- (w) The LESSOR reserves the right to all mines, minerals, coals, washing golds, earth, oils, quarries, etc., under the allotted commercial 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 commercial 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).

- (x) The Lessee shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the commercial plot. If the buildings and common services are not maintained properly, the LESSOR shall have the right to get the maintenance done and recover the amount so spent from the Lessee and/or Sub 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 default of the amount, the dues shall be recovered as arrears of land revenue.
- (y) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted commercial plot and the decision of the LESSOR shall be final and binding on the lessee and all the sub-lessee(s) / transferee(s).
- (z) The Lessee/Sub lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent Authorities at his own expenses. The LESSOR shall provide all connections till the Plot.
- (aa) The allottee/lessee/sub-lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe, neat & clean and in good and healthy sanitary conditions to the satisfaction of the lessor and to the convenience of the inhabitants/occupants of the place.
- (bb) In addition to the other specific clauses relating to the Cancellation / determination of the Lease Deed, the LESSOR will be free to exercise its right of cancellation/determination 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 direction 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/Sub 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. for a period of three consecutive instalments and Lease Rent.

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/determination, shall be forfeited by the

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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 balance, if any 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/determined 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. The lessee and/or sub-lessee(s) fail to deposit the due money within the given time or such extended period as is allowed by NOIDA or commit any breach of the terms and conditions as laid down in this brochure, allotment/lease shall be liable to be cancelled/determined and 30% of the total premium together with lease rent, interest, extension charges or money deposited, whichever is less shall be forfeited in favour of NOIDA. However, any such action shall be taken only after complying with the Principles of Natural Justice. 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 NOIDA and the lessee shall not be entitled to claim any compensation for the same.
5. The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the tenderer, allottee, lessee and/or sub-lessees, the allotment of plot shall be cancelled and/or lease shall be determined, as the case may be. In addition, the entire money deposited by the tenderer, allottee, lessee and sub-lessees shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be

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taken.

6. 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 without prior consent of the lessor, it shall be lawful for the Lessor without prejudice to any other right or action of the Lessor in respect of any breach of agreement to re-enter the demised premises or any part thereof in the name of whole and determine this demises and thereupon if:
 - a. 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 Lessor.
 - b. 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 shall to purchase the said erection buildings and fixtures upon the Commercial 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.

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.

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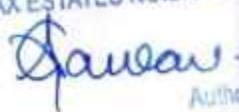
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10. Any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.
11. The Chief Executive Officer or the Lessor reserve the right to make such additions and alterations or modifications in these terms and conditions from time to time, as may be considered just or/and expedient as mutually agreed between the parties. However, such changes shall be made in writing and executed by both the Parties.
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 Hon'ble High Court of Judicature at Allahabad.
13. The allotment of the Plot or handing over the possession of the allotted plot by NOIDA or payment of dues as provided under this Deed, is prevented or restricted or interfered with by reason of Force Majeure such as war, terrorist attacks, revolution, strike, civil commotion, acts of public enemies, acts of God, natural calamities, blockade or embargo (each a "Force Majeure Event") or any circumstances beyond NOIDA's control, entire money and/or the deposits, as the case may be, will be refunded to the Lessee, as per the prevailing policies of NOIDA.
14. Allotment of the subject plot or 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).
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/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 lessee cost and charge the damages from the Lessee/Sub 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 levied from time to time by the LESSOR or any other statutory body duly empowered to levy to taxes/charges.
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 (as amended from time to time).
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.



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19. That the LESSOR hereby covenant 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 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 this act.
22. The NOIDA will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
23. Commercial premises/ residential premises as per the plans of the allottee approved by NOIDA shall be used for commercial/residential purpose only. In case of default, the lease deed is liable to be cancelled and the Lessee/ Sub-lessee(s) will not be paid any compensation thereof.
24. Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
25. The NOIDA in larger public interest may take back the possession of the land/building by paying such compensation as may be decided by an Independent Valuer. Further, the decision of the Authority to repossess the land/building shall be subject to judicial review, and any and all disputes arising in connection with such repossession shall be decided by the courts of competent jurisdiction.
26. In case NOIDA is not able to give possession of the land in any circumstances, deposited money will be refunded to the Allottee in terms of the policy of NOIDA as prevailing at the relevant time.
27. Noida shall continuously be responsible for handing-over the vacant possession of the Plot to the Lessee.
28. The Allottee shall be responsible to inform NOIDA within 7 days about initiation of CIRP, if any and adhere to the concern clauses to scheme brochure of Scheme Code 2023-2024 (Commercial Builders Plot-I)
29. The Lessee shall abide by all the regulations, bye-laws, and guidelines of the LESSOR framed/ issued under the Scheme Code 2023-2024 (Commercial Builders Plot-I) brochure and U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.



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Witnesses Photograph

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②



Commercial Deptt., Noida
No: 914
Date: 14/5/25

कार्यालय वरिष्ठ प्रबन्धक

वर्क सर्किल-8

वाटर वर्क्स कम्पाउण्ड, सैक्टर-19, नौएडा

पत्रांक:- नौएडा/वर्क सर्किल-8/2025/1930

दिनांक 14/मई-2025

सहायक महाप्रबन्धक (वाणिज्यिक)
नौएडा।

विषय:- वाणिज्यिक बिल्डर भूखण्ड संख्या सी-02, सैक्टर-105 नौएडा, के सम्बंध में।
सन्दर्भ :- पत्र संख्या नौएडा/वाणिज्यिक/2025/954, दिनांक 13.05.2025

कृपया उपरोक्त सन्दर्भित पत्र का अवलोकन ग्रहण करने का कष्ट करें। जिसके माध्यम से आपके द्वारा आवंटी M/s Max Estates Noida Pvt. Ltd. के पत्र दिनांक 08.05.2025 के क्रम में वाणिज्यिक भूखण्ड संख्या सी-02, सैक्टर-105 की संशोधित साईट प्लान की प्रति उपलब्ध कराने हेतु अनुरोध किया गया है। उपरोक्त के क्रम में दिनांक 17.03.2025 को किये गये भौतिक सर्वे के आधार पर संशोधित साईट प्लान की हस्ताक्षरित प्रति अग्रिम आवश्यक कार्यवाही हेतु पत्र के साथ संलग्न कर प्रेषित है।

संलग्नक:- उपरोक्तानुसार।


वरिष्ठ प्रबन्धक
वर्क सर्किल-8, नौएडा

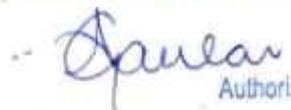
प्रतिलिपि :-

- उप महाप्रबन्धक (सिविल) महोदय को सादर सूचनार्थ।
- सम्बंधित प्रबन्धक/सहा. प्रबन्धक/अवर अभियन्ता को आवश्यक कार्यवाही हेतु।

वरिष्ठ प्रबन्धक
वर्क सर्किल-8, नौएडा



MAX ESTATES NOIDA PRIVATE LIMITED


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PLOT NO C-02
 SECTOR-105
 AREA- 41835.46 SQM

MAX ESTATES NOIDA PRIVATE LIMITED

Signature

Authorised Signatory

Signature
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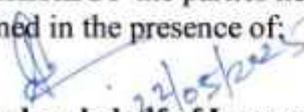
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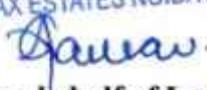


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30. The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place approved for this purpose by NOIDA. Such approvals shall not be unreasonably withheld.
31. In case of 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.

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


For and on behalf of Lessee

MAX ESTATES NOIDA PRIVATE LIMITED

Witness 1.

Signature:


MANVENDRA SINGH GURJAR
S/o SH. AJAY PAL SINGH GURJAR
R/o H.No. D 155, SLF, VED VIHAR,
LOHI, DISTT. GHAZIPUR, U.P.-20102

Witness 2

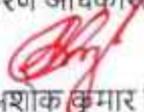
Signature:


VINOD KAPOOR
S/o SH. RAJEEV KAPOOR
R/o 180, SOUTH VANSTALI,
BALLUPUR, DEHRADUN-248001

आवेदन सं०: 202500743044822

बही संख्या 1 जिल्द संख्या 14681 के पृष्ठ 171 से 198 तक क्रमांक 4967 पर
दिनांक 22/05/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


अशोक कुमार सिंह
उप निबंधक : नोएडा द्वितीय
गौतम बुद्ध नगर
22/05/2025

