

भारतीय गैर न्यायिक

पचास  
रुपये

रु. 50

IN

उत्तर प्रदेश UTTAR



FIFTY  
RUPEES

Rs. 50

P 192365

Stamp Duty Paid in Cash Certificate in favour of *M/s AIMS Max Gardenia Develop*  
*Pvt Ltd. C-56/5 Sec-62 Noida.*

In Pursuance of the order of the Collector  
No. *11/2008* dated *10.06.10* Passed under

Section 4 of the Stamp Act. It is certified that  
a sum of Rs. *30000000* only

(in words Rs. *Three Crore only*)

has been Paid in Cash as stamp Duty in Respect

of this instrument in the State Bank of India

Treasury/Sub Treasury *C Noida*

by Challen No. *01* Dated *08.06.2010*

a Copy of Which is annexed herewith.

Date *11.06.10*

Officer in Charge

Treasury

*Gautam Budh Nagar*

ATTACHED WITH THE LEASE DEED OF SECTOR-75  
(ECO CITY) AREA 330474.67 SQ. MTR., NOIDA,  
DISTT. GAUTAM BUDH NAGAR (U.P.)

LESSOR

*ANAND...*

Office No. *...*  
Noida Authority Sec-3  
Noida-201301

For Aims Max Gardenia Developers Pvt

LESSEE Dire

FSS104


## LEASE DEED

This Lease Deed made on 16<sup>TH</sup> day of JUNE, 2010 (Two thousand and Ten) 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 AIMS MAX GARDENIA DEVELOPERS PRIVATE LIMITED, a company within the meaning of Companies Act, 1956, having its corporate office at C-56/5, SECTOR-62, NOIDA-201301 through Authorized signatory Sh. SANJEEV KUMAR S/O Sh. J.P. SHARMA, R/O G-3, PLOT NO.170, SECTOR-4, VAISHALI, GHAZIABAD-201001 (U.P.) Director duly authorized by the Board of Directors vide Resolution dated 06.05.2010 (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 Sector-75 on the terms and conditions hereinafter appearing for the purpose of DEVELOPMENT OF TOWNSHIP COMPRISING OF 'RESIDENTIAL' (INCLUDING GROUP HOUSING) , 'INSTITUTIONAL & FACILITIES' AND 'COMMERCIAL' AREA & PARKS, OPEN SPACES, ROADS & PUBLIC PARKING 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 Sector-75 (ECO CITY) an area of 6,00,000.00 sq. mtrs. to the M/S AIMS MAX GARDENIA DEVELOPERS PROPOSED CONSORTIUM CONSISTING OF-

  
LESSOR

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

  
M/s Aims Max Gardenia  
LESSEE

M/S AIMS PROMOTERS (P) LTD.(LEAD MEMBER), M/S GARDENIA INDIA LTD. (RELEVANT MEMBER), M/S MAXBLIS CONSTRUCTION (P) LTD. (RELEVANT MEMBER), M/S AMR CONSTRUCTIONS LTD. (RELEVANT MEMBER), M/S K.J. INFRASTRUCTURE PVT. LTD. (RELEVANT MEMBER), M/S QUALITY HEIGHTCON PVT. LTD. (RELEVANT MEMBER), PLOT NO. E-16A, SECTOR-61, NOIDA-201301. the plot land hereinafter described, after fulfilling the terms and conditions prescribed in the brochure vide Reservation Letter No. NOIDA /GHP/2009(V)/2010/4927 dated 05.02.2010 and Allotment Letter No.NOIDA/GHP/GH-2009-(V) /2010/1592 dated 12.03.2010 & Allotment Letter No.NOIDA/GHP/GH-2009-(V) /2010/9181 dated 09.06.2010 for an area of 330474.67 sq. mtrs. (out of 6,00,000 sq. mtrs.) for the development and marketing of the plot of land 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 terms and conditions of allotment, vide letter No No. NOIDA/GHP/GH-2009(V)/2010/9184 dated 9<sup>TH</sup> JUNE, 2010.

AND WHEREAS the lessee is a Special Purpose Company comprising of-

SL. NO.	NAME OF MEMBER	% AGE OF SHARE HOLDING	STATUS
1	M/S AIMS PROMOTERS (P) LTD.	28%	LEAD MEMBER
2	M/S GARDENIA INDIA LTD.	27%	RELEVANT MEMBER
3	M/S MAXBLIS CONSTRUCTION (P) LTD.	15%	RELEVANT MEMBER
4	M/S AMR CONSTRUCTIONS LTD.	10%	RELEVANT MEMBER
5	M/S K.J. INFRASTRUCTURE PVT. LTD.	10%	RELEVANT MEMBER
6	M/S QUALITY HEIGHTCON PVT. LTD.	10%	RELEVANT MEMBER

And it has been represented to the lessor that the consortium members have agreed amongst themselves that M/S AIMS PROMOTERS (P) LTD., having its registered office at R-10, 11 & 12 ANSAL CHAMBERS-1, 3 BHIKAJI CAMA PLACE, NEW DELHI-110066 shall remain always be the Lead Member of the Special Purpose Company till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor. However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the

LESSOR

2

For Aims Max Gardenia Developers Pvt. Ltd.  
LESSEE

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



date of submission of the tender) shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged 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 premium, of plot of land of 3,30,474.67 sq. mtrs. @ Rs.15,762/- per sq. mtr. (out of 6,00,000 sq. mtrs.), Rs. 520,89,41,748.54 (Rupees Five Hundred Twenty Crore Eighty Nine Lacs Forty One Thousand Seven Hundred Forty Eight & paise Fifty Four only ) out of which 10% i.e. Rs. 52,08,94,174.85 (Rs. Fifty Two Crore Eight Lacs Ninety Four Thousand One Hundred Seventy Four & paise Eighty Five only) have been paid in full by lessee to the lessor (the receipt where of the Lessor do 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 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	11-09-2010	--	257842617	257842617
2	11-03-2011	--	257842617	257842617
3	11-09-2011	--	257842617	257842617
4	11-03-2012	--	257842617	257842617
5	11-09-2012	293002974	257842624	550845598
6	11-03-2013	293002974	241727460	534730434
7	11-09-2013	293002974	225612296	518615270
8	11-03-2014	293002974	209497132	502500106
9	11-09-2014	293002974	193381968	486384942
10	11-03-2015	293002974	177266804	470269778
11	11-09-2015	293002974	161151640	454154614
12	11-03-2016	293002974	145036476	438039450
13	11-09-2016	293002974	128921312	421924286
14	11-03-2017	293002974	112806148	405809122
15	11-09-2017	293002974	96690984	389693958
16	11-03-2018	293002974	80575820	373578794
17	11-09-2018	293002974	64460656	357463630
18	11-03-2019	293002974	48345492	341348466
19	11-09-2019	293002974	32230328	325233302
20	11-03-2020	293002974	16115164	309118138

LESSOR

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


LESSEE

Director

- (1) The Lessee shall be issued an allotment letter for the acquired area and reservation letter for the balance unacquired area. Allotment letter(s) of the area(s) contiguous to the already acquired and allotted land shall be issued as and when the balance land (in full or parts) is acquired and available for handing over possession to the Lessee.
- (2) 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.
- (3) 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 allotted on the reverse of the demand draft/pay order.
- (4) Premium referred to in this document means total amount payable to the Lessor for the allotted plot.
- (5) 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.
- (6) 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.
- (7) In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.
- (8) The amount deposited by the lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the lessee contrary to this will be entertained.

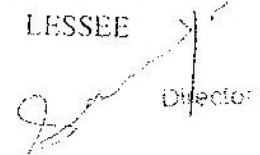
#### A. EXTENSION OF TIME

1. In exceptional circumstances, the time of deposit for the payment of balance due amount may be extended by the Chief Executive Officer of the Lessor.

  
LESSOR  
ANAND KUMAR  
Office Super,  
Noida Authority Sec-6  
Noida-201301

4

For Ams Max Gardenia Developers Pvt. Ltd

  
LESSEE  
Director

2. However, in such cases of time extension, interest @ 14% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
3. Extension of time, in any case, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
4. For the purpose of arriving at the due date, the date of issuance of 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 **Sector-75 (ECO CITY)** in the New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar (U.P.) contained by measurement 3,30,474.67 Sq. mtrs. be the same a little more or less and bounded:

On the North by	:	As per Site Plan
On the South by	:	As per Site Plan
On the East by	:	As per Site Plan
On the West by	:	As per Site Plan

And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

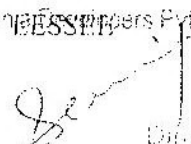
TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the lessee for the term of 90 (ninety) years commencing from 16<sup>th</sup> JUNE, 2010 except and always reserving to the Lessor.

- 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.
- 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

  
LESSOR  
**ANAND KUMAR**  
Office Supdt.  
Noida Authority Sec-6  
Noida-201361

5

For Arnis Max Garden Developers Pvt. Ltd.

  
DIRECTOR

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:**

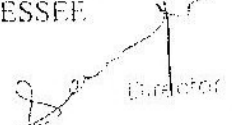
- a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of MARCH for each year the yearly lease rent indicated below:-
- (i) The lease rent will be 1% of the plot premium for the first 10 years of lease period. Lessee has paid Rs. 5,20,89,417.48 say Rs. 5,20,89,418.00 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 lease deed and thereafter, every year, on or before the last date of previous financial year.
  - (iv) Delay in payment of the advance lease rent will be subject to interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.
  - (v) The lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the plot per year 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



LESSOR  
ANAND KUMAR  
Office Supt.,  
Noida Authority Sec-3  
Noida-201301

6

For Aims Max Gardenia Developers Pvt. Ltd.  
LESSEE



Director




the lease period, provided the lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

- 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.

#### EXECUTION OF SUB LEASE DEED

1. The Lessee will have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
2. The Lessee shall have option to sub-lease a maximum 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.
3. After the approval of the lay-out plan from the LESSOR, the lessee shall have option to sublease portions of land earmarked for group housing, commercial, and institutional subject to minimum plot size of 20,000 Sqm. after prior approval from the LESSOR.
4. 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.
5. The Lessee shall have to execute sub lease deed in favour of Sub Lessee in the form and format as prescribed by the LESSOR.

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

7

For Anns Max Gardens Developers Pvt. Ltd  
LESSEE

  
Anns Max Gardens Developers Pvt. Ltd

6. On execution of such sub-lease deed, the sub-lessee will be bound to comply with the provisions of payment of proportionate share of lease premium, lease rent and all other charges payable to the LESSOR in the proportionate share of the land area so sublet.

Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed or 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 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.

### NORMS OF DEVELOPMENT

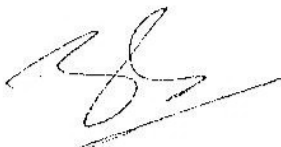
The land use break-up for the total Sector/land shall be as follows:

PERMISSIBLE USAGE	
Institutional & Facilities	Minimum 05%
Parks, Open spaces, Roads & Public Parking	Minimum 35% (*)
Commercial	10% Maximum
Residential (Group Housing)	50% Maximum
PERMISSIBLE FAR (MAXIMUM)	
Commercial	3.00 (**)
Residential (Group Housing)	2.75
Institutional	As per bye-laws
PERMISSIBLE DENSITY	
Sector Density	400
Density (Group Housing Pocket)	1650 PPHA

(\*) Area of Parks/Open Spaces shall have to be maintained as per norms of NOIDA Master Plan/Building-by laws.

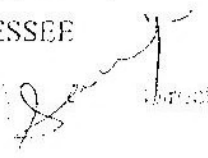
(\*\*) Subject to approval of state Government.

The density and FAR can further be purchased as per the policy of NOIDA.

  
LESSOR  
ANAND KUMAR  
Office Supdt.  
Noida Authority Sec-6  
Noida-201301


8

For Anis Max Gardens Developers Pvt. Ltd.

LESSEE  


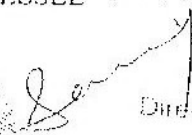
## IMPLEMENTATION OF THE PROJECT

1. 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.
2. 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. 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 5 years from the date of execution of the lease deed.
3. 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.
4. Without prejudice to the Lessor's right of cancellation, the extension of 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.
  - For second year the penalty shall be 5% of the total premium.

  
LESSOR  
**ANAND KUMAR**  
Office Supdt.  
Noida Authority Sec-6  
Noida-20.301

9

For Aims Max Garden Developers Pvt. Ltd.  
LESSEE

  
Director

For third year the penalty shall be 6% of the total premium.

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

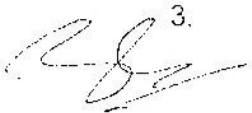
5. In case the lessee/ sub-lessee does not construct building within the time provided including extension granted, if any, the allotment/ lease/ sub-lease deed as the case may be, shall be liable to be cancelled. Lessee/ sub-lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. There shall be total liberty at the part of allottee/ lessee to decide the size of the built up space within the frame work of Lessor's Building Bye-laws.
7. The lessee/ sub-lessee may implement the project in maximum seven 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 Bank/Govt. organization/approved financial institution for construction of plot on receipt of simple request from the Lessee. The 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 up to date dues of the plot premium and lease rent.

The Lessee will submit the following documents:

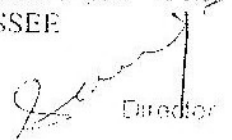
1. Sanction letter of the concerned Bank/approved financial institution.
2. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorised construction and commercial activities on the Residential Area (Group Housing).
3. Clearance of upto date dues.

  
LESSOR  
**ANAND KUMAR**  
Office Supdt.  
Noida Authority Sec-6  
Noida-201301

10

For Ams Max Gardens Developers Pvt. Ltd.  
LESSEE



  
Director

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

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


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

#### TRANSFER OF PLOT

- 1) The lessee/sub-lessee shall have the right to sub-lease the developed plot(s) and built up space as per this layout and building plans approved by the NOIDA at its own price on the standard lease agreements approved by the NOIDA.
- 2) No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space including the built up space on the sub divided plot(s) as described above, 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 NOIDA, shall be payable.

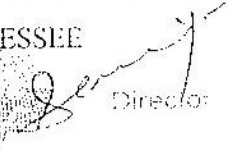
#### MISUSE, ADDITIONS, ALTERATIONS ETC.

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

  
LESSOR  
**ANAND KUMAR**  
Office Supdt.  
Noida Authority Sec-6  
Noida-201301

11

For Ams Max Gardenia Developers Pvt. Ltd

LESSEE  
  
Director



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


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

#### 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 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/Chief Executive Officer on the amount of such compensation shall be final and binding on the lessee/sub-lessee.



LESSOR

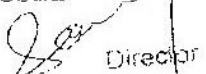
**ANAND KUMAR**

Office Supdt,  
Noida Authority Sec-6  
Noida-201301

12

For Aims Max Garhwa Developers Pvt. Ltd.

LESSEE

  
Director

## MAINTENANCE

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be 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 at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all garbage/waste of the sector shall be disposed off at the earmarked place/land fills sites as per the policy of Lessor for similar sectors.
3. The Lessee 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 therein.
4. In case of non-compliance of terms and directions of Lessor, the Lessor shall have the right to impose such penalty as the Lessor may consider just and expedient.
5. The 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 Lessor will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee. The 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

LESSOR

ANAND KUMAR  
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Noida Authority Sec-6  
Noida-201301

13

For Aims Max Genesis Developers Pvt. Ltd.

LESSEE

Director

applicable on the 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.

### CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of lease/ allotment in the case of:

1. Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the Lessee for breach/ violation of terms and conditions of registration/ allotment/ lease and/ or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, 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 thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in para -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.



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Noida-201301

14

For Anis Max Gardens Developers Pvt. Ltd.

LESSEE

  
Director

## OTHER CLAUSES

1. The allotment of land by LESSOR shall be on lease basis, however, in future it can be converted in free hold as per the terms and conditions specified by LESSOR.
2. Multiple renting shall be admissible to the lessee and for the sub-lessee.
3. 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.
4. In case of any clarification or interpretation regarding these terms and conditions, the decision of the Lessor shall be final and binding.
5. If due to any "Force Majeure" or such circumstances beyond the LESSOR's control, the LESSOR is unable to make allotment, deliver possession of the whole or part of the land to the Lessee or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, within 3 years from the date of issuance of acceptance letter on receipt of the request of the Lessee, the deposit, if any, made by the Lessee against that portion of the land of which possession could not be delivered by the Lessor to the Lessee, will be refunded to the Lessee without interest.
6. 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.
7. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District.



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Neida Authority Sec-6  
Neida-201301

15

For Ains Max Gardens Developers Pvt. Ltd.

LESSEE



Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.

8. 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.
9. The Lessor 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.
10. The lessee/ sub-lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time Lessor or any other Authority duly empowered by them to levy the tax/ charges.
11. In case of default, render the allotment/lease liable for cancellation and the Lessee/ sub-lessee will not be paid any compensation thereof.
12. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
13. All arrears due to the Lessor would be recoverable as arrears of land revenue.
14. 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.
15. The Lessor in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
16. The Lessee shall execute an Indemnity bond, indemnifying the NOIDA unequivocally against any consequences of a situation where the NOIDA is not able to give possession of the acquired land and/or of the unacquired land. In such a situation the liability of the Lessor shall be limited to refund.

LESSOR

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

16

LESSEE





without interest, to the Lessee, the deposit, if any, made by the Lessee against that portion of the land of which possession could not be delivered to the Lessee by the Lessor.

17. The plot will be accepted by the Lessee or on "As is where is bases" on a lease for a period of 90 years from the due date of execution of Lease Deed.

18. All other terms and conditions of brochure and allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.


IN WITNESS WHEREOF the parties have see their hands on the day and in the year herein first above written.

In presence of:


Witnesses:

1. SANTOSH KR. KESHARI,  
S/O Sh. R.P. KESHARI,  
R/O A-105, SEC-26, NOIDA

2. Sh. SANJAY KR. SHARMA  
S/O Late Sh. S.N. SHARMA  
R/O C-67, GANESH NAGAR,  
PANDAV NAGAR COMPLEX,  
PATPARGANJ ROAD, DELHI-110092

  
Signed and delivered  
for and on behalf of LESSOR  
Office Supdt.  
Noida Authority Sec-6  
Noida-201301

For Aims Max Garden, Noida, Sec-6, Ltd.  
For and on behalf of the LESSEE

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

17

For Aims Max Garden, Noida, Sec-6, Ltd.  
LESSEE  
  
Director