

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर गुनीय गौतम बुद्ध क्रम संख्या 2018148012798

आवेदन संख्या 201800743072154

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2018-07-19 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम अमित गहलोद

लेख का प्रकार पट्टा विलेख(30 वर्ष से

प्रतिफल की धनराशि 1992438660 / 2221569140

1. रजिस्ट्रीकरण शुल्क 20000

2. प्रतिलिपिकरण शुल्क 100

3. निरीक्षण या तलाश शुल्क

4. मुक्तार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भना

1 से 6 तक का योग 20100

शुल्क वसूल करने का दिनांक 2018-07-19 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-07-19 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सब रजिस्ट्रार
महाराष्ट्र पीठ पीठ नगर

✓ ASK 19/7/2018

✓ ASK

ASSTANT PM
19/7/2018



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP04800422965453Q
Certificate Issued Date	: 16-Jul-2018 03:44 PM
Account Reference	: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0105754390688537Q
Purchased by	: MESSERS AMBIENCE PRIVATE LIMITED
Description of Document	: Article 35 Lease
Property Description	: GROUP HOUSING PLOT NO. GH-01, SECTOR-115, NOIDA, DISTT -GAUTAM BUDH NAGAR, U.P.
Consideration Price (Rs.)	:
First Party	: NOIDA
Second Party	: MESSERS AMBIENCE PRIVATE LIMITED
Stamp Duty Paid By	: MESSERS AMBIENCE PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 11,10,79,000 (Eleven Crore Ten Lakh Seventy Nine Thousand only)



.....Please write or type below this line.....

For AMBIENCE PVT. L

Authorized Signatory



TQ 0005853181

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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



10/10/2023

10/10/2023

10/10/2023

LEASE DEED

This Lease Deed made on ^{18th} day July, 2018 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 Ambience Private Limited**, a company within the meaning of Companies Act, 1956, having its registered office at **L-4, Green Park Extension, New Delhi-110016**, through Authorized, Director **Sh. Amit Gehlot S/o Sh. Sahab Singh R/o 1/8 Sarvapriya Vihar, New Delhi-110016**, duly authorized by the Board of Directors vide Resolution dated 14.05.2018 (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 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 Lessee the plot hereinafter described, after fulfilling the terms and conditions prescribed in the brochure of Group Housing Scheme 2007(1) and its corrigendums, vide Reservation Letter **Noida/GH/2018/1998 dated 23.04.2018** & for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

This in consideration of the premium of Rs.1,99,24,38,689/- (**Rupees One Hundred Ninty Nine Crore Twenty Four Lakh Thirty Eight Thousand Six Hundred Eighty Nine Only**) out of which 40% i.e. Rs. 79,69,75,475/- (**Rupees. Seventy nine crore sixty nine thousand seventy five thousand four hundred seventy five only**) the receipt whereof the Lessor both hereby acknowledge) and balance 60% (after adjusting excess amount deposited by Allottee Rs.27,17,49,324.60 (**Rupees Twenty seven crore seventeen lakh forty nine thousand three hundred twenty four and sixty paise only**) is to be paid by the Lessee in the manner hereinafter provided. There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum on the balance amount of Rs.92,37,13,889/- compounded half yearly accrued during the moratorium period, shall be payable half yearly on becoming due. After expiry of moratorium period, the balance 60% (after adjusting excess amount deposited by Allottee Rs.27,17,49,324.60 (**Rupees Twenty Seven Crore Seventeen Lakh Forty Nine Thousand Three Hundred Twenty Four and**

LESSOR



LESSEE

Authorized Signatory



पट्टा विलेख(30 वर्ष से अधिक)

प्रतिफल- 1992438660 स्टाम्प शुल्क- 111079000 बाजारी मूल्य - 2221569140 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग : 20100

श्री मै0 अंबिएन्स प्राइवेट लिमिटेड द्वारा
अमित गहलोत अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री साहब सिंह
व्यवसाय : अन्य
निवासी: 1/8 सर्वप्रिया विहार, न्यू दिल्ली-110016

ASK



श्री, मै0 अंबिएन्स प्राइवेट लिमिटेड द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक
19/07/2018 एवं 02:15:25 PM बजे
निबंधन हेतु पेश किया।

अमित गहलोत अधिकृत
पदाधिकारी/ प्रतिनिधि



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन

उप निबंधक : सदर तृतीय

गौतम बुद्ध नगर

19/07/2018

कै0 कै0 . सक्सेना
कनिष्ठ सहायक (निबंधन) - नियमित

sixty paise only) i.e. Rs.92,37,13,889/- premium of the plot alongwith interest will be paid in 8 half yearly installments in the following manner:-

SL NO	DUE DATE	INSTALMENT (in Rs.)	INTEREST (in Rs)	TOTAL (in Rs.)
1.	23.10.2020	11,54,64,236/-	5,08,04,264/-	16,62,68,500/-
2.	23.04.2021	11,54,64,236/-	4,44,53,731/-	15,99,17,967/-
3.	23.10.2021	11,54,64,236/-	3,81,03,198/-	15,35,67,434/-
4.	23.04.2022	11,54,64,236/-	3,17,52,665/-	14,72,16,901/-
5.	23.10.2022	11,54,64,236/-	2,54,02,132/-	14,08,66,368/-
6.	23.04.2023	11,54,64,236/-	1,90,51,599/-	13,45,15,835/-
7.	23.10.2023	11,54,64,236/-	1,27,01,066/-	12,81,65,302/-
8.	23.04.2024	11,54,64,236/-	63,50,533/-	12,81,14,769/-

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.

No request of the Allottee for additional land will be entertained.

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.
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 dated 23.04.2018 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-01, Sector- 115**, in the New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar (U.P.) contained by measurement **1,13,529.27 Sq. mtrs.** be the same a little more or less and bounded:

For AMBIENCE PVT. LTD.

LESSOR

Authorised Signatory
LESSEE



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

श्री नोएडा प्राधिकरण के द्वारा दीपचन्द के द्वारा सचिन शर्मा, पुत्र श्री .

निवासी: सैक्टर-6, नोएडा

व्यवसाय: अन्य

पट्टा गृहीता: 1



श्री मै0 अंबिएन्स प्राइवेट लिमिटेड के द्वारा अमित गहलोट, पुत्र श्री साहब सिंह

निवासी: 1/8 सर्वप्रिया विहार, न्यू दिल्ली-110016

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता : 1

श्री संजीव कुमार, पुत्र श्री राजेश्वर सिंह

निवासी: हाउस न. 1763 सैक्टर-1, रोहतक

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री रमेश शाह, पुत्र श्री पी एन शाह

निवासी: ए-19 थर्ड फ्लोर, गीतांजलि एन्क्लेव, न्यू दिल्ली

व्यवसाय: अन्य



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं। टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन

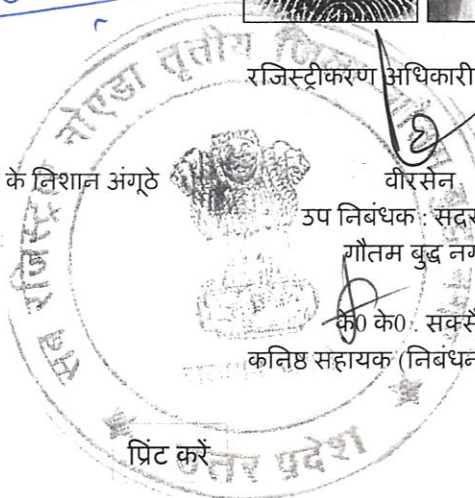
उप निबंधक: सदर तृतीय

गौतम बुद्ध नगर

के0 के0 सक्सेना

कनिष्ठ सहायक (निबंधन) - नियमित

प्रिंट करें



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 **23.05.2018** 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 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.

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 **MAY** for each year the yearly lease rent indicated below:-
 - (i) Lessee has paid Rs **1,99,24,386/- (Rupees One Crore Ninety Nine Lakh Twenty Four Thousand Three Hundred Eighty Six Only)** being 1% of the plot premium for the first 10 years 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.

LESSOR



LESSEE

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For AMBIENCE PVT. LTD.





- (v) The Lessee has the option to pay lease rent equivalent to 11 years upto 31-7-2018 @1% of the premium of the plot per year as "One Time Lease Rent" after that the Lessee has to pay lease rent equivalent to 15 years 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 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.
- c) The Lessee shall use the allotted plot for construction of Group Housing. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its Allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.
- i) Such Allottee/sub Lessee should be citizen of India and competent to contract.
- ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
- iii) The permission for part transfer of plot, except in case of subsidiary company of the Lessee, shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without

LESSOR



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assigning any reason. The Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub- lease deed which shall be executed in a form and format as prescribed by the Lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent.
- b) Every sale done by the Lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Lessee has obtained building occupancy certificate from Building Cell, NOIDA.
- d) The Lessee shall submit list of individual Allottees of flats within 6 months from the date of obtaining occupancy certificate
- e) The Lessee shall have to execute sub lease in favour of the individual Allottees for the developed flats/plots in the form and format as prescribed by the Authority.
- f) **The Lessee/Sub-Lessee** undertakes to put to use the premises for the residential use only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between Lessor, Lessee and proposed transferee (sub-Lessee). The Lessee/ sub Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as sub Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/ Government of U.P.
- h) The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father, Holding/ Subsidiary and vice versa or between these categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-Lessee shall be allowed without any transfer charges but sub lease deed will be executed between the Lessor & Lessee and Allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.

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For AMBIENCE PVT. LTD.

Authorized Signatory





प्रमाणित किया जाता है कि प्रश्नगत आवंटित सम्पत्ति पर विलेख के निष्पादन की तिथि पर देय आज 21-4 व दिया गया ब्याज 21-4 है।
प्रश्नगत पट्टा प्रलेख से सम्बन्धित सम्पत्ति का प्राधिकरण द्वारा पट्टा ग्रहीता को कब्जा पत्र जारी नहीं किया गया है और न ही आज दिनांक 19/07/18 तक कब्जा प्रदान दिये जाने हेतु कब्जा आदेश जारी किया गया है। पट्टा प्रलेख के निष्पादन होने के उपरांत Possession Order जारी किया जायेगा।

Upon obtaining the completion certificate, the Lessee shall have option upto 31.03.2025 to divide the allotted plot and to sub-lease the same with the prior approval of NOIDA on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs. Transfer of the Sub-divided plot will however be exempted from the payment of transfer charges @ 2% as above.

- j) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

NORMS OF DEVELOPMENT

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

Maximum permissible Ground Coverage	35%
Maximum permissible FAR	As per Building Bye Laws
Set backs	As per Building Bye Laws
Maximum Height	As per Building Bye Laws

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 3 months from the date of possession and shall start construction within 6 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The Lessee shall be required to complete the construction of Group Housing Pocket on allotted plot within 8 years from the date of execution of lease deed as per approved lay out plan and get the occupancy certificate from the office of the Building Cell of the Lessor.
2. The Lessee shall be required to complete the construction of Group Housing pocket on allotted plot within 8 years from the date of execution of lease deed as per approved layout plan and get the occupancy certificate from the office of Building Cell of the Lessor. (Applicable as per brochure/allotment)

In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the Authority within the period of 5 years from the date of execution of lease deed.

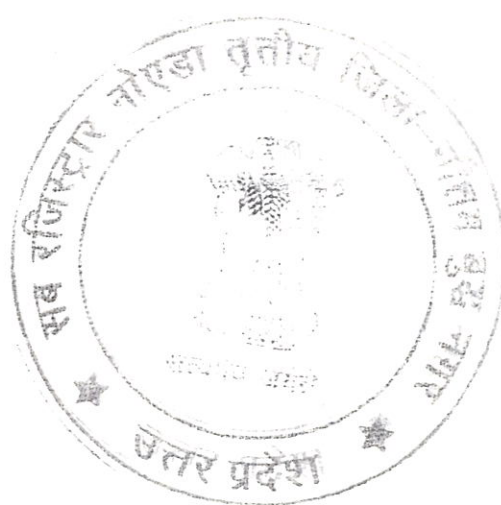
3. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply,

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sewerage will be provided by the Lessor /Authority . 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 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.
 - 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 does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. 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 flats / plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development. The F.A.R. earmarked for commercial/Institutional use would be admissible but the Allottee /Lessee may utilize the same for residential use as per their convenience.
7. The Allottee /Lessee may implement the project in 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 Lessee may, with prior permission of the Authority/Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by Allottee/Lessee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the Authority, developer and the financial institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the Authority at the time of granting the permission.

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

LESSOR



For AMBIENCE PVT. LTD.


Authorised Signatory
LESSEE





The Authority'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/FLAT

The transfer of allotted group-housing plot, as a whole will not be allowed under any circumstances. However, individual flat will be transferable with prior approval of the Authority as per the following conditions:-

- (i) The dues of NOIDA towards cost of land shall be fully cleared before executing of sub-lease of the flat.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.
- (iv) The sub-lessee undertakes to put to use the premises for the residential use only.
- (v) The lessee has obtained building occupancy certificate from Building Cell, NOIDA.
- (vi) First sale/transfer of a flat to an allottee shall be through a Sub-lease/ Lease Deed to be executed on the request of the Lessee to the Authority in writing.
- (vii) 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 Authority.
- (viii) Rs. 1000/- shall be paid as processing fee in each of transfer of flat in addition to transfer charges.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee shall not use flat for any purpose other than for residential purpose. Sub division or amalgamation of group housing plot or flats shall not be permitted.

In case of violation of the above condition, allotment shall be liable to be cancelled and possession of the premises alongwith structure thereon, if any shall be resumed by the Authority.

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 fails to correct such deviation 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 who hereby agrees to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

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LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Lessor 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 Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the Lessee/sub-Lessee.

MAINTENANCE

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. That 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 and substantial repairs and in good sanitary 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 conditions according to the convenience of the inhabitants of the place.
3. That 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 Chief Executive Officer may consider just and expedient.
5. The Lessee/sub Lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer of the Lessor will have power to get the maintenance done through the Lessor and recover the amount so spent from

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the Lessee/sub Lessee. The Lessee/sub Lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of UP flat ownership act 1975 shall be applicable on the Lessee/sub Lessee. No objection on the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, 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 in the case of:-

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by Lessor 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 sub clause 1 above, then 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.

OTHER CLAUSES

1. The Authority/ 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.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding on lease.
3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple

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interest at rate permissible by norms of Lessor, if the delay in refund is more than one year from such date.

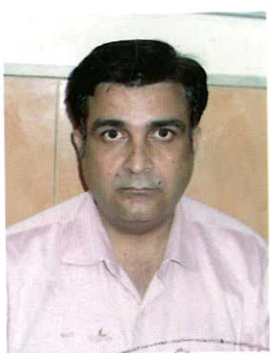
4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District . Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. 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.
7. 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.
8. 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.
9. Dwelling units flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Lessee shall not be allowed to assign or change his role without permission of the Authority, otherwise the 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 the prevailing rate.
14. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the Allottee with simple interest.
15. All terms and conditions of brochure and its corrigendums, allotment, building bye-laws and norms as amended from time to time shall be binding on the Lessee.

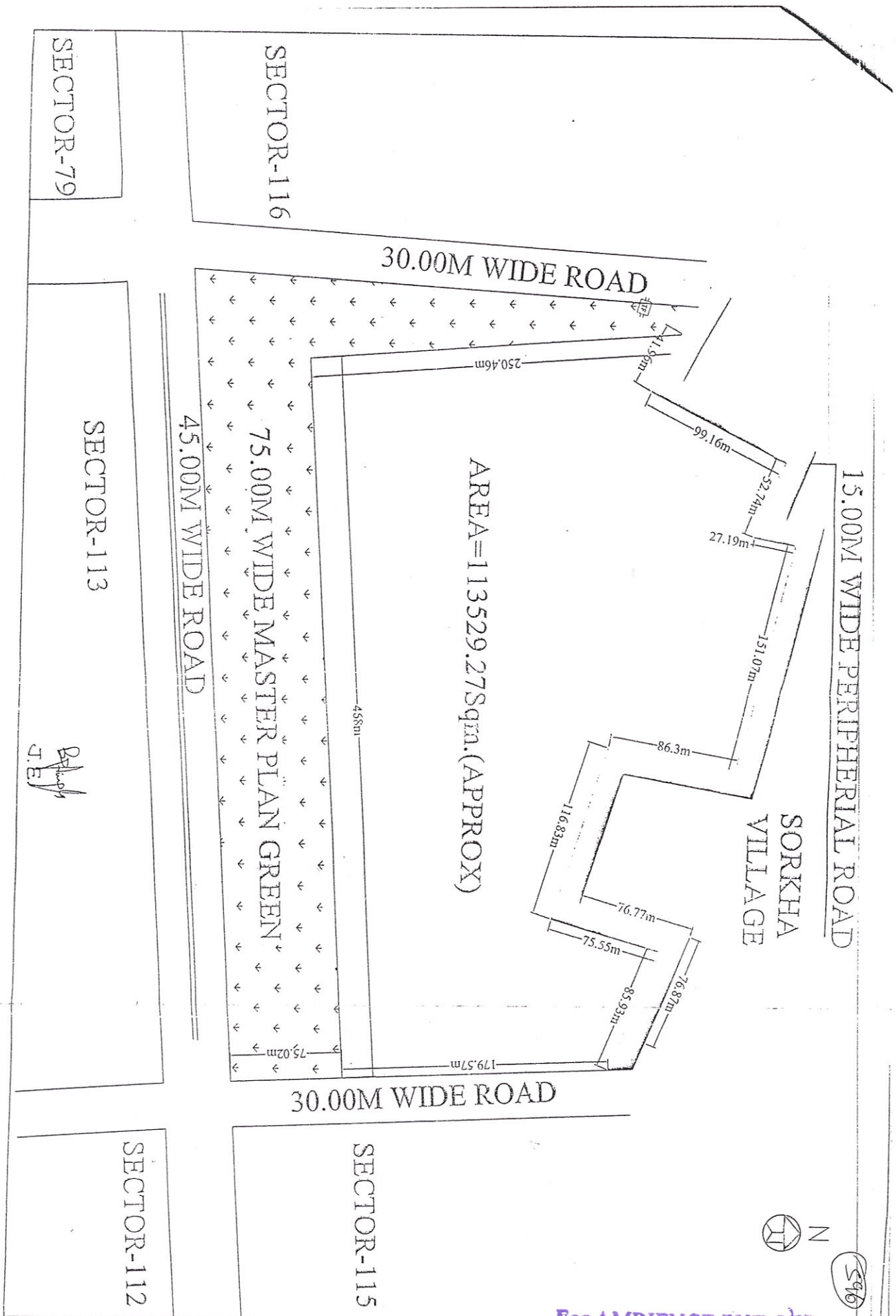
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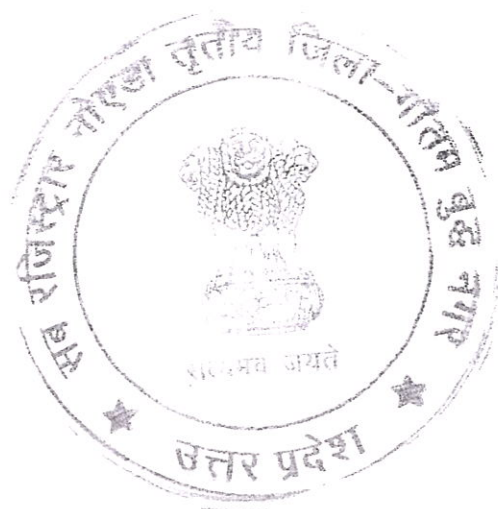
CTC
14/7/18



For AMBIENCE PVT. LTD


AS

Authorised Signatory



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

In presence of:


18/07/18

Witnesses:

Sanjeev

**Signed and delivered
for and on behalf of Lessor**

1. *Sanjeev Kumar S/o.
Rajeshwar Singh.
H.No. 1763 Sector-3
Rohitak
9971078458*

For AMBIENCE PVT. LTD.


Authorised Signatory

2. *Ramesh SHAM S/o P.N. Shah.
H.No. A-19 third floor Greetanjali Enclave
New Delhi - 110017 - 9810017967.*

For and on behalf of the Lessee

Certified that this true and extract copy of the original in all respect.

LESSOR



For AMBIENCE PVT. LTD.


**Authorised Signatory
LESSEE**



बही संख्या 1 जिल्द संख्या 6596 के पृष्ठ 117 से 156 तक
क्रमांक 3462 पर दिनांक 19/07/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन

उप निबंधक : सदर तृतीय

गौतम बुद्ध नगर

19/07/2018

