

I-13283/12



उत्तर प्रदेश UTTAR PRADESH

17AA 009794

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Page 218

Stamp Duty Paid in Cash Certificate in favour of *M/S IITL - Nimbus The Palm village*
313-315 Vyas Deep Building District Centre Laxmi
 In Pursuance of the order of the Collector *Nagar Delhi*
 No. *MM/218* Dated *07/02/12* Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of RS. *29251640=00* two crore ninety two Lacs *Lefty one*
 (in words RS. *Thousand Six hundred forty only* —
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India
 Treasury/Sub Treasury of *10207*
 by Challan No. *090033* Dated *07/02/12*
 a Copy of Which is annexed herewith.

Date *07-12-12*
Sonali
 Officer-In-Charge
 Treasury
Gautam Budh Nagar
07/2/12

For IITL-Nimbus The Palm Village
[Signature]
 Authorised Signatory



नं. 198 रु. 201
 किया गया। में शामिल
- 7 FEB 2012
 रोकाड़िया
 ★ कोषागार/गौतम बुद्ध नगर ★

M/s I.I.T.L. Nimbus the
 Palm Village
 Gr. Noida



Stamp duty paid in Cash Certificates in favour of
 M/s I.I.T.L. Nimbus the Palm Village
 in favour of the Collector
 under Section 10 of the Stamp Act, 1901
 and is limited to
 Rs. 201/-
 Duty in respect
 of Rs. 201/-
 Rs. 201/-
 Rs. 201/-

शुद्धी के लिये 201 रु. का स्टैम्प-ड्यू
 जमा किया गया है।





उत्तर प्रदेश UTTAR PRADESH

A 404125

प्लॉट नं० - GH-03, SECTOR - 22A, YEA



For NTL-Nimbus The Palm Village

[Signature]
Authorized Signatory

नं. 854
 रु. 20000/-
 में शामिल
 किया गया।
 5 JUL 2012
 रोकड़िया
 गौतम बुद्ध नगर
 कोषागार

IITL NIMBUS THE PALM VILLAGE
 313, 315 Vikas Bldg, Building, District center
 Laxmi Nagar, Delhi-12

पट्टा विलेख (90 वर्ष)
 617,466,355.00 10,000.00 500 10,500.00 25,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
 मै0 आईआईटीएल निम्बस दी पाम विलेज द्वारा राजीव के0 अशोपा
 पुत्र श्री गिरधारी लाल अशोपा
 व्यवसाय व्यापार
 निवासी स्थायी 313-315 विकाश दीप बिल्डिंग डिस्ट्रीक सेन्टर लक्ष्मी नगर दिल्ली
 अस्थायी पता 313-315 विकाश दीप बिल्डिंग डिस्ट्रीक सेन्टर लक्ष्मी नगर दिल्ली
 ने यह लेखपत्र इस कार्यालय में दिनांक 5/7/2012 समय 5:50PM
 वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(वाई0के0शर्मा, प्रभारी)
 उपनिबन्धक सदर
 गौतमबुद्धनगर
 5/7/2012

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त
 पट्टा दाता

यमुना एक्स0ओ0वि0प्रा0 द्वारा संदीप कुमार
 प्र0सं0



पट्टा गृहीता
 मै0 आईआईटीएल निम्बस दी पाम विलेज द्वारा राजीव
 के0 अशोपा
 पुत्र श्री गिरधारी लाल अशोपा
 पेशा व्यापार
 निवासी 313-315 विकाश दीप बिल्डिंग डिस्ट्रीक
 सेन्टर लक्ष्मी नगर दिल्ली



पेशा नौकरी
 निवासी यमुना एक्स0ओ0वि0प्रा0 गौतमबुद्धनगर
 उ0प्र0



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

₹ 20000

TWENTY THOUSAND RUPEES

Rs. 20000



सत्यमेव जयते

INDIA

Jc
काचनलाल कोषागाढ
बीस हजार रुपये
वटिष्ठ का अधिकार
गोतम बुद्ध नगर
JUL 2012

उत्तर प्रदेश UTTAR PRADESH

A 404126

PLOTNO - GH - 03, SECTOR - 22A, YEA

For ITL-Nimbus The Palm Village

Authorised Signatory



नं. 855
854 रु. 20000/-
किसी में शामिल
किया गया।
05 JUL 2012
रोकड़िया
* कोषागार गौतम बुद्ध नगर *



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री अनिल कुमार गोयल

पुत्र श्री जगदीश प्रसाद गोयल

पेशा अनिल कुमार गोयल

निवासी ए-500 चन्द्रलोक कालौनी मंडोली रोड शाहदरा दिल्ली

व श्री मंजीत मलिक

पुत्र श्री महेन्द्र सिंह

पेशा

निवासी ए-4/8 गली नं0-5 छज्जपुर शाहदरा जिला

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(वाई0के0शर्मा, प्रभारी)
उपनिबन्धक सदर
गौतमबुद्धनगर
5/7/2012

गौतम बुद्ध नगर शाहदरा जिला

मंजीत मलिक

गौतम बुद्ध नगर शाहदरा जिला



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

TWENTY THOUSAND RUPEES

Rs. 20000



सत्यमेव जयते

INDIA

₹ 20000

बीस हजार रुपये

कार्यालय कोवागार
JUL 2012
वरिष्ठ कर्मचारी
गोतम बुक स्टोर

उत्तर प्रदेश UTTAR PRADESH

A 404127

PLOTNO-GH-03, SECTOR-22A YE

For WTL-Nimbu The Palm Village

[Signature]
Authorized Signatory



नं. 856 रु. 25000/-
854 में शामिल
किया गया।
5 JUL 2012
रोकड़िया
* कोषागार गौतम बुद्ध नगर *

21
1125
गौतम बुद्ध नगर
कोषागार

पट्टा दाता

Registration No.: 13283

Year : 2,012

Book No. : 1

0101 यमुना एक्स0ओ0वि0प्रा0 द्वारा संदीप कुमार प्र0सं0

यमुना एक्स0ओ0वि0प्रा0 गौतमबुद्धनगर उ0प्र0
नौकरी



यमुना एक्स0ओ0वि0प्रा0 द्वारा संदीप कुमार प्र0सं0
नौकरी



भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु. 20000

बीस हजार रुपये कागजात
2012
वटिष्ठ कोषिकासी
गोवर्धन बुद्ध नगर

TWENTY THOUSAND RUPEES

Rs. 20000



सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

A 404128

PLOT NO GH-03 SEC 22A
YEA

For IITL-Nimbys The Palm Village

[Signature]
Authorized Signatory





पट्टा गृहीता

Registration No. : 13283

Year : 2,012

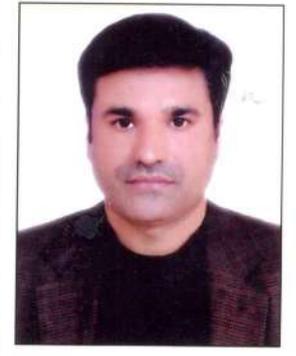
Book No. : 1

0201 मै0 आईआईटीएल निम्बस दी पाम विलेज द्वारा राजीव के0 अशों
गिरधारी लाल अशोपा
313-315 बिकाश दीप बिल्डिंग डिस्ट्रीक सेन्टर लक्ष्मी नगर दिल्ली
व्यापार



बनारस जलसेवा कमीशन-17TH फ्लोर
बनारस
बनारस जलसेवा कमीशन





LEASE DEED

This lease deed is made on this the **05th** day of **July 2012** by and between the **Yamuna Expressway Industrial Development Authority**, an Authority constituted under the provisions of the U.P. Industrial Area Development Act, 1976 and having its Office at A-1, First Floor Commercial Complex, Sector-Beta-II, Greater Noida, Distt Gautam Budh Nagar, Uttar Pradesh (**hereinafter referred to as "LESSOR"** which expression, unless repugnant to the context, shall mean and include its successors)

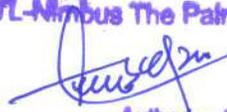
And

M/s. IITL-Nimbus The Palm Village (SPF), a partnership firm maintained under section 59(4)(1) of the Indian Partnership Act 1932, having their Registered Office at **313-315, Vikasdeep Building, District Centre, Laxmi Nagar, Delhi-110092** through its Authorized Signatory **Shri Rajeev Kumar Asopa** duly authorized by the Management Committee Member vide resolution dated **30.04.2011** (**hereinafter called the "LESSEE"**), which expression, unless the context does not so admit, shall include its executors, successors in office, administrators, representatives and permitted assigns of the other part;

WHEREAS, the plot hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the LESSOR for the purpose of setting up an urban and institutional area.

AND WHEREAS, the LESSOR has agreed to demise and the LESSEE has agreed to take on lease the said plot of land, on the terms and conditions hereinafter appearing for the purpose of constructing **Group Housing / Builders Residential Buildings** as per the land use set out in the Brochure of Scheme YEA



For IITL-Nimbus The Palm Village

Authorised Signatory



GH 02 / 2011 and as per the Buildings plans to be got approved by the LESSEE from the LESSOR.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

I. That in consideration of :

(a). the premium of Rs. 55,62,75,995/- (Rupees Fifty Five Crore Sixty Two Lac Seventy Five Thousand Nine Hundred and Ninety Five only out of which Rs. 23,34,53,837/- (Rs. Twenty Three Crore Thirty Four Lac Fifty Three Thousand Eight Hundred and Thirty Seven only) has been paid by the LESSEE, the receipt whereof the LESSOR do hereby acknowledge and the balance amount to be paid as per payment plan below mentioned alongwith interest @ 12% p.a. and in the event of default in payment of installment, interest @15% per annum compounded every half yearly would be chargeable for the delayed period:-

Installment No.	Installment Date	Opening Balance	Principal	Interest	Closing Balance	Installment
1	09-Dec-11	368,939,610.00	23,058,726.00	22,136,377.00	345,880,884.00	45,195,103.00
2	09-Jun-12	345,880,884.00	23,058,726.00	20,752,854.00	322,822,158.00	43,811,580.00
3	09-Dec-12	322,822,158.00	23,058,726.00	19,369,330.00	299,763,432.00	42,428,056.00
4	09-Jun-13	299,763,432.00	23,058,726.00	17,985,806.00	276,704,706.00	41,044,532.00
5	09-Dec-13	276,704,706.00	23,058,726.00	16,602,283.00	253,645,980.00	39,661,009.00
6	09-Jun-14	253,645,980.00	23,058,726.00	15,218,759.00	230,587,254.00	38,277,485.00
7	09-Dec-14	230,587,254.00	23,058,726.00	13,835,236.00	207,528,528.00	36,893,962.00
8	09-Jun-15	207,528,528.00	23,058,726.00	12,451,712.00	184,469,802.00	35,510,438.00
9	09-Dec-15	184,469,802.00	23,058,726.00	11,068,189.00	161,411,076.00	34,126,915.00
10	09-Jun-16	161,411,076.00	23,058,726.00	9,684,665.00	138,352,350.00	32,743,391.00
11	09-Dec-16	138,352,350.00	23,058,726.00	8,301,141.00	115,293,624.00	31,359,867.00
12	09-Jun-17	115,293,624.00	23,058,726.00	6,917,618.00	92,234,898.00	29,976,344.00
13	09-Dec-17	92,234,898.00	23,058,726.00	5,534,094.00	69,176,172.00	28,592,820.00
14	09-Jun-18	69,176,172.00	23,058,726.00	4,150,571.00	46,117,446.00	27,209,297.00
15	09-Dec-18	46,117,446.00	23,058,726.00	2,767,047.00	23,058,720.00	25,825,773.00
16	09-Jun-19	23,058,720.00	23,058,720.00	1,383,524.00	-	24,442,244.00
			368,939,610.00	188,159,206.00		557,098,816.00



For WTL-~~WTL~~ The Palm

[Signature]
Authorised Signatory



(b). payment of annual lease rent, which at present is calculated at the rate of 1% of the total premium of the plot and the LESSEE has paid one year lease rent in advance i.e. Rs. 52,70,566/- (**Rupees Fifty Two Lac Seventy Thousand Five Hundred and Sixty Six only**). In case of default of the payment of the lease rent the LESSEE shall have to pay interest @14% p.a. compoundable six monthly on the defaulted amount for the period of default , and

(c). the observance and performance of the covenants on the part of the LESSEE

the LESSOR doth hereby demise and lease to the LESSEE, all that plot of land numbered as **Plot No.-GH-03, Sector 22A** allotted under the Scheme Code YEA GH 02 / 2011 situated in Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar, (U.P.) admeasuring **102995.70 sq.mtr.** and which said plot is more clearly-delineated and shown in the attached plan and marked red and bounded:-

ON THE NORTH BY
ON THE SOUTH BY
ON THE EAST BY
ON THE WEST BY

AS PER LEASE PLAN ATTACHED

and to hold the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the LESSEE for a term of 90 (Ninety) years commencing from the date hereof except and always reserving to the LESSOR on the terms and conditions set out hereinafter in this lease deed.

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



(1). The demised plot is allotted and leased on “As is where is basis”

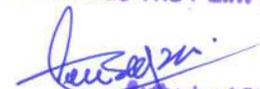
(2) The LESSOR reserves the rights to all mines, minerals, coals, washing golds, earth oils, quarries in or under the plots and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) or for the structure time being standing thereon provided always, that the LESSOR shall make reasonable compensation to the allottee /LESSEE for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the LESSOR on the amount of such compensation will be final and binding on the applicant.

(3). **PAYMENT:**

(i). The LESSEE shall pay to the LESSOR the balance of the premium as per the schedule of installments mentioned in the Article I (1) above by the dates mentioned therein. If the LESSEE shall fail to pay any installment by the due date for payment thereof, it shall thereafter pay the same with interest as mentioned in Article I above. The payment made by the LESSEE shall be first adjusted towards the interest due, if any, and thereafter towards the premium, if any, and balance, shall be appropriated towards the lease rent notwithstanding and direction/request of the LESSEE to the contrary.

(ii). Any payment due to the LESSOR on any account whatsoever shall constitute a charge on the demised premises within the meaning of the



APR 17, 2018 - Ambus The Palm Village

Authorised Signatory

Transfer of Property Act and the same shall be recoverable as arrears of land revenue.

(iii). All payments should be made through a demand draft/ pay order drawn in favour of “YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY” and payable at any scheduled bank located in New Delhi/NOIDA/Greater NOIDA. The LESSEE should clearly indicate their name and details of plot and purpose of deposit on the reverse of the demand draft/ pay order.

(4). **LEASE RENT**

The LESSEE shall pay yearly lease rent at the rate and in the manner set out hereinbelow :

- (i). The lease rent will be payable @ 1% of premium of the plot for the first 10 years of lease period.
- (ii). The lease rent may be enhanced by the LESSOR by 50% after every 10 years i.e. 1.5 times of the pre-enhanced 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 the liability of payment of 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, of the rate of lease rent prevailing at that time, as “One Time Lease Rent” unless the LESSOR decides to withdraw this facility. On





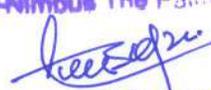
payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the LESSEE has paid the earlier lease rent due and lease rent already paid will not be considered as a component of the option to pay the One Time Lease Rent. It is clarified that while exercising the option to pay one time lease rent the same shall be calculated as lease rent equivalent to 11 years lease rent payable in one go irrespective of the payments of any number of yearly lease rent in the past years.

- vi). The lease rent policy as may be amended from time to time by the LESSOR shall be binding on the LESSEE.

(5). Transfer, Assignment, mortgage etc.

- (i). Subject to what is set out in clause (6) hereinafter set out, the LESSEE shall in no case assign, relinquish (except in favour of the LESSOR), sublet, transfer or part with possession of the demised premises without prior written permission of the LESSOR. Such permission may be granted at the sole discretion of the Chief Executive Officer of the LESSOR or any officer authorized by him subject to such terms & conditions, including payment of such transfer charges, as may be decided by the LESSOR at the time of granting the transfer permission. The decision of the LESSOR in this matter shall be final and binding upon the LESSEE or any person claiming through the LESSEE. Any dues whatsoever which is outstanding from the LESSEE shall be payable to the LESSOR before grant of permission to transfer the plot.



For ITC-Nimbus The Palm Village

Authorized Signatory

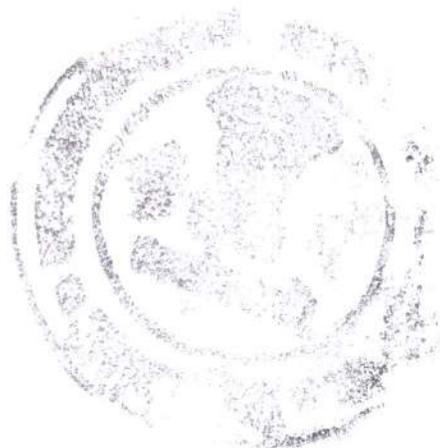
(ii). The LESSEE , may, with prior written permission of the LESSOR, mortgage the demised premises to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing the investment in the project. Provided that, in the event permission to mortgage is granted, conditions may be imposed in the sole discretion of the LESSOR AND the LESSOR shall always have the first charge on the demised premises in relation to all payments due or that may fall due from time to time in favour of the LESSOR and such a condition shall have to be incorporated in the agreement that the LESSOR may enter into with any Financial Institution / Bank for the purpose of raising finance.

Provided always that if the LESSEE or its transferee or permitted assignees, as the case may be, will assign, relinquish, mortgage sub-let or transfer the demised premises and building thereon on the said terms it shall deliver at its own expense to the LESSOR at its office an attested copy of the assignment, relinquishment, mortgage or transfer deed duly registered under the Indian Registration Act or any other amending statute. Any non compliance of the aforesaid obligation shall constitute a breach of the permission as aforesaid and also of the this lease deed, besides rendering the permission void.

(iii). In the event of the mortgaging to any Financial institution(s) / Bank(s) to facilitate the raising of loans by the purchasers of the property to be constructed by the LESSEE on the demised premises , at the joint request of the LESSEE and its allottee / purchaser , N.O.C. may be issued but the same shall be subject to such terms and conditions as may be decided by the



Signature of the Authorized Signatory
Authorized Signatory



LESSOR at the time of granting the permission , provided that all conditions imposed upon the LESSOR shall necessarily be deemed to be applicable, binding and enforceable and upon the said allottee / purchaser and its mortgagee.

(iv). 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 value 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.

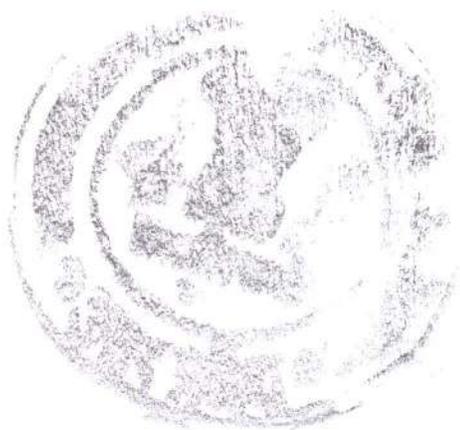
(v). The LESSOR's right to recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court or any sale in proceedings under the provisions of the Companies Act.

(6). Sub Lease etc.

(i). After obtaining the approval of the lay-out plan from the LESSOR, and subject to the terms of this lease and its clauses the LESSEE has the option to sublease portions of land earmarked for group housing subject to minimum plot size of 4000/- (four thousand) Sq.mtr. The said sub lease deed shall be a tripartite sub lease deed as per the format duly approved by the LESSOR.



Signature of the Signatory



(ii). The sub-LESSEE may also develop the demised plot and construct the building , as per the approved plans in the shape of individual flats / residential plots , shops and thereafter Sub-lease the same in accordance with the terms of this lease. Provided that the sub lease shall be a tripartite sub lease deed as per the format duly approved by the LESSOR and the said sub lease shall be executed only after 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 full-swing. The lease rent in respect of the said sub-leased land shall have to be paid by the LESSEE at the time of execution of the tripartite sub-lease deed.

(iii). Every sub-LESSEE shall be bound by the terms of this lease deed and the terms shall be incorporated in the said tripartite sub lease deed. The sub LESSEE shall be liable to make payment of its proportionate share of lease premium of land area so subleased, rent and all other charges payable by the sub-LESSEE to the lesser which amount shall be adjusted against the dues payable by the LESSEE under this lease.

(iv). Since a minimum of 35% of the total land is to be kept for roads, parks and open spaces by the LESSEE, therefore, the premium per sq.mt. of the sub-leased land payable by the sub-LESSEE to the LESSOR shall be 1.54 times the rate of allotment per sq. mtr. to LESSEE. The installments of the premium of the land so sub-lease shall be so devised that the sub-LESSEE shall pay land premium to the LESSOR@1.54 times of the rate of allotment to the LESSEE and the difference between the rate mutually



For WTL-Nimbus The Palm Village
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agreed between the LESSEE and the sub-LESSEE and the rate paid by the sub-LESSEE to the LESSOR shall be paid by the sub-LESSEE to the LESSEE. Such sub-LESSEE shall be treated as an independent entity for purposes of the land use, building byelaws and payments to the LESSOR. The Sub-LESSEE shall obtain NOC from the LESSOR and the LESSEE before allotting any built-up spaces to anybody and for this purpose shall have to execute tripartite sub-lease on the format and the terms, except for the consideration (but not including the lease-rent) for which prior approval shall have to be taken from the LESSOR.

(v). Any default on the part of such sub-LESSEE to abide by the terms and conditions of the lease deed shall be automatically considered as a default of the sub LESSEE and the LESSOR shall be entitled to take any action against such sub-LESSEE, including cancellation of the sub-lease and forfeiture of the premium.

(7). Norms of Development

(i). The LESSEE shall develop the plots / construct the flats subject to the following norms*:-

PERMISSIBLE LAND USAGE	
Maximum permissible Ground Coverage	30 percent upto 40,000 Sqmts. & 40 percent above 40,000 Sqmts.
Maximum permissible FAR	3.0
Set Backs	As per Building Bye-laws
Maximum Height	No limit. For buildings above 30 mtrs. In height, clearance from Airport Authority shall have to be taken.
Density	1650 PPHA

* Subject to approval of State Government.



PJDA - Jumeirah The Palm Village
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(ii). The LESSEE, at its own cost , shall prepare the detailed lay-out plan for the entire demised premises and before the commencement of any work whatsoever get the same approved from the LESSOR. All works shall be carried out by the LESSEE or any person claiming through the LESSEE only as per the plans approved by the LESSOR.

(iii). The internal development of the demised plot shall be the sole responsibility of the LESSEE and it shall be carried out as per the lay-out plan approved by the LESSOR at the cost of LESSEE.

(iv). The LESSEE shall have to construct on its own a minimum of 30 per cent of the total permissible FAR

(v). The LESSEE / sub LESSEE of portion of the plot sub leased under clause (6) above, as the case may be, shall exclusively be responsible for the implementation of the Project .

(vi). The LESSEE / the said sub LESSEE shall ensure quality development and subsequent maintenance of the buildings and services till such time, an appropriate alternate agency for such work/ responsibility is identified legally by the LESSEE. Thereafter the agency appointed by the LESSEE will be responsible to the LESSOR for the maintenance and service of the constructed flats/ buildings.

(vii). The LESSEE / sub LESSEE (within the meaning of clause (6) above) shall execute an indemnity bond, indemnifying the LESSOR against all disputes arising out of:





- a. Non-completion of the Project.
- b. Quality of construction.
- c. Any other legal dispute arising out of allotment, lease, sub-lease etc.

(viii). The LESSEE / sub LESSEE as the case may be shall submit the building plan together with the detailed lay-out plan showing the phases for execution of the project for approval within 9 months from the date hereof and shall start land development, and internal development within 18 months from the date of possession. The land development and internal developments shall have to be completed by the LESSEE within 5 years from the date hereof to the satisfaction of the LESSOR.

(ix). 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 complete the construction of minimum area according to bye-laws of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of 3 years from the date of execution of the lease deed.

(x) That the LESSEE shall not erect or permit to erect any building on the demised premises without the previous written permission of the LESSOR. The plan should be got approved by the appropriate authority or any officer





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authorized by the LESSOR on that behalf. In the event of any deviation from such plan, the LESSEE shall immediately upon receipt of notice from the LESSOR requiring them to correct such deviation as aforesaid and if the LESSEE shall neglect to correct such deviation in the space of one calendar month after the receipt of such notice then it shall be lawful for the LESSOR to cause such deviation to be corrected at the expenses of the LESSEE which expenses the LESSEE hereby agrees to reimburse by paying to the LESSOR such amount as the LESSOR (whose decision shall be final) shall fix in that behalf.

(xi) That the LESSEE shall construct the building according to the architectural and elevation control as prescribed by the LESSOR and as per the Building bye laws of the LESSOR as amended at the time subject to the changes as prescribed (if any) in the future.

(xii). 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.

(xiii). Without prejudice to the LESSORs right of cancellation, the period for the completion of the Project, may be extended for a maximum period of three years only with penalty as under:

a) For first year the penalty shall be @4% of the total premium.





- b) In addition to the penalty paid for the first year for second year the penalty shall be @ 5% of the total premium.
- c) In addition to the penalty for the first and second year for third year the penalty shall be @ 6% of the total premium.

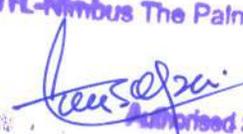
No further extension shall be allowed under any circumstances whatsoever.

(xiv). In the event the LESSEE/ sub-LESSEE does not construct building within the time provided including extensions granted, if any, the lease/ sub-lease deed as the case may be, shall be liable to be cancelled. LESSEE/ sub-LESSEE shall lose all rights to the demised premises and constructed thereon.

(xv) The LESSEE at his own expense shall take permission for sewerage, electricity and water connections from the concerned departments of the LESSOR or from any other the competent authority in this regard.

(xvi). The demised premises and the building constructed thereon shall be used only for the purpose of **Group Housing / Builders Residential Plots** and the ancillary purpose permissible as per the approved building plans and for no other purpose whatsoever either in full or in part or any mixed use. Any violation of this condition of user shall constitute a breach of this lease deed. The LESSEE / sub LESSEE or any person claiming through them , as the case may be shall not do or offer to be done on demised premises or any part thereof, any act or thing which may be or grow to be a nuisance, damage, annoyance, or inconvenience to the LESSOR or the owners, occupiers of other premises in the neighbourhood.



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(xvii) The LESSEE/sub-LESSEE shall have the right to sub-lease the developed plot(s) and built up space as per the layout and building plans approved by the LESSOR at its own price on the standard tri partite sub lease agreements approved by the LESSOR.

(xviii) No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space. However, for each subsequent sales / transfer, the transfer charges as prevalent on the date of grant of permission to transfer, shall be payable to the LESSOR.

(8). MAINTENANCE:

(i) The LESSEE shall be solely responsible for the proper upkeep and maintenance of the demised premises and buildings constructed thereon and shall at all times keep the same in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the LESSOR.

(ii) The LESSEE shall at all times keep all the available facilities as well as the surroundings neat and clean and in good hygienic and safe condition to the convenience of the inhabitants of the place and the neighbours.

(iii) That the LESSEE shall abide by and comply with all Building Regulations and Directions framed/issued by the LESSEE under the provisions of the U.P. Industrial Area Development Act , 1976 . In the event of non compliance of these terms and conditions or of any Regulations or Directions by the LESSEE, the LESSOR shall have the right



For and on behalf of The Palm Village

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to impose such penalty, including determination of the lease as the Chief Executive Officer of the LESSOR may consider just and /or expedient.

(iv) If the maintenance work of any area is not found satisfactory by the LESSOR and / or the defect / shortcoming is not removed within such time as may be allowed by the LESSOR in this regard, then the required maintenance work shall be carried out by the LESSOR and all the expenses incurred in carrying out such works shall be recoverable from the LESSEE or its occupier and any non payment shall constitute a charge on the demised premises or the building constructed thereon.

(v) That the LESSEE shall not display or exhibit any posters, statues, other articles which are repugnant to the morals or which, in the opinion of the LESSOR are indecent or immoral.

(vii) The LESSEE shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, except which shall be constructed over the demised premises or at a place specified for the purpose by the LESSOR.

(vii) The LESSEE shall, immediately upon receipt carry out all directions of LESSOR in respect of the maintenance of building, plot and surrounding areas as well as with regards to the provisions of the urban services.

(9). CANCELLATION:



(i) The lease shall be liable to be determined and possession resumed in the event :

(a). the LESSEE does not construct the building within the time originally provided in this deed or within the extended period permitted by the LESSOR

(b) the LESSEE does not abide by the terms and conditions of this deed or the Building Regulations or any other provision of the U.P. Industrial Area Development Act, 1976 or any rules and regulations framed thereunder or the Directions issued by the LESSEE .

(c) If the LESSEE makes default in payment of premium and interest for two consecutive installments to the LESSOR

(d) If the LESSEE fails to achieve the objects for which land has been allotted / leased ,

(e). if the LESSEE transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing the building for the purpose approved as per the building plan on it as herein before provided within the period mentioned in Article II(7) above, it shall be lawful for the LESSOR without prejudice to any other right of action of the LESSOR in respect of any breach of agreement, to re-enter the demised premises or any part thereof determine this demise and re-enter . If at the time of re-entry , the demised premises has not been occupied by any building constructed by the LESSEE thereon, the LESSOR may re-allot the demised premises and



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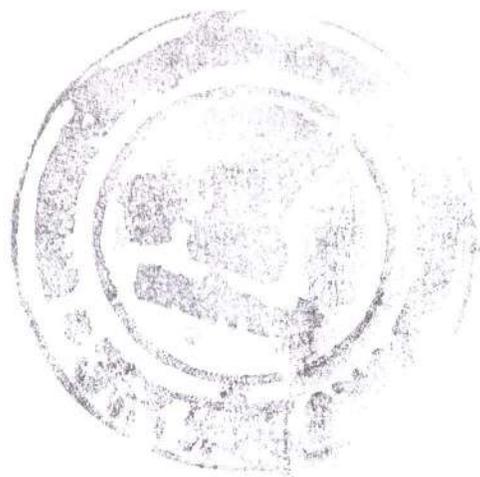
refund the payments already made without interest after deducting arrears of lease rent, if pending and 24% of the total premium payable (whether already paid or not) for the period upto the date of determination of this demise .

Provided that if at the time of re-entry the demised premises are occupied by any building constructed by the LESSEE thereon, The LESSEE shall within a period of three months from the date of re-entry remove, from the demised premises all erection or buildings, fixtures and things which at any time and during the terms 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 whereof the same shall become the property of the LESSOR without payment of any compensation to the LESSEE for the land and buildings, fixtures and things thereon, but upon the LESSEE removing the erections building fixtures and things before or within the period herein specified the demised premises shall be re-allotted and the LESSEE may be paid such amount as may be determined by the LESSOR, provided that the LESSOR may at its option agree to purchase the said erection, buildings and fixtures upon payment to the LESSEE price therefor and for his interest in the premises as may be mutually agreed upon.

(ii) In addition to and not in derogation of any the other specific clause relating to cancellation, the LESSOR shall be free to exercise its rights of cancellation of the lease/allotment in the case of:

(a) the allotment is found to have been obtained through fraud , misrepresentations / suppression of material facts.





(b) any violation of the directions issued or rules and regulations framed by the Government or the Pollution Control Board or by any other statutory authority .

(iii) In the event of cancellation, under sub-clause (ii)(a) above, the entire deposits till the date of cancellation shall be forfeited and possession of the plot will be resumed by the LESSOR with structures thereon, if any, and the LESSEE or any person claiming through the LESSEE shall not be entitled to any compensation for the same .

(iv) In the event of cancellation, under sub-clause (i) & (ii)(b) above, 25% of the total premium or the amount deposited upto the date of cancellation, whichever is the less, shall be forfeited and the balance, if any, shall be refunded without any interest.

(10). RESTORATION

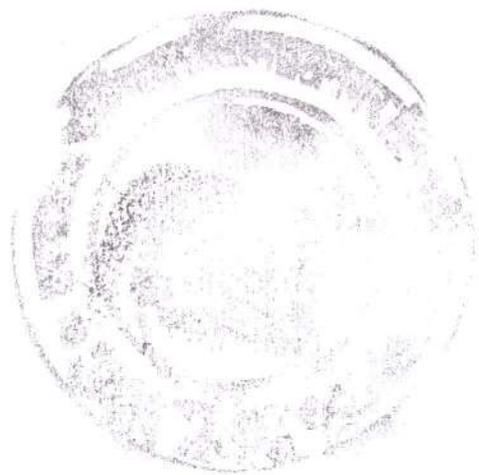
(i) Restoration of cancellation may be allowed by the Chief Executive Officer of the LESSOR as per the prevailing policy of the LESSOR prevalent on the date of order of restoration.

(11). Liability to pay taxes

The LESSEE / sub LESSEE or any person claiming through them as the case may be shall be liable to pay all rates, taxes, charges, user fees and assessment of every description imposed by the LESSOR or any other statutory of governmental authority in this behalf in respect of the demised



Signature of the Authorized Signatory
Authorized Signatory



premises as a vacant plot or upon the building constructed or on both as per the applicable law.

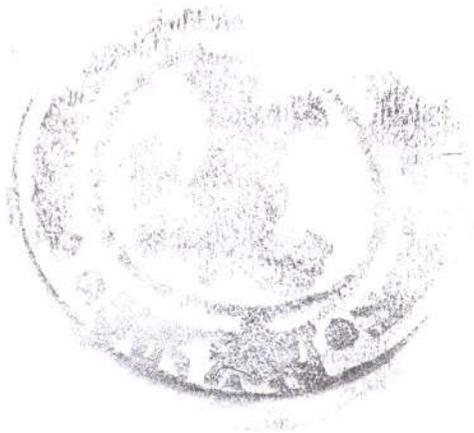
III OTHERS

(i) That the LESSEE / sub LESSEE or any person claiming through them as the case may be shall be bound by the provisions of the U.P. Industrial Development Act, 1976, the Rules and Regulations made thereunder or the directions issued by the LESSOR now existing or hereafter to exist

(ii) In case of default of any payment whatsoever due to the LESSOR, the LESSOR, without prejudice to its power to determine the lease deed, may also initiate steps for the recovery of the same and may also request the concerned departments supplying water and electricity to the LESSEE / sub LESSEE or any person claiming through them as the case may be, to disconnect such supply. However in the event of disconnection of electricity and water on the request of the LESSOR, the same shall be liable to restored immediately by the concerned department on production of proof of payment to the LESSOR

(iii) Any losses suffered by the LESSOR on a fresh grant of demised premises for breaches of condition aforesaid on the part of the LESSEE / sub LESSEE or any person claiming through them as the case may be shall be recoverable by the LESSOR.





(iv) All powers exercised by the LESSOR under this lease may be exercised by the Chief Executive Officer of the LESSOR. The LESSOR may also authorise any of its other officers to exercise all or any of the power exercisable by it under this lease. PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the LESSOR with the functions similar to those of Chief Executive Officer.

(v) The LESSOR reserves the right to make such additions, alternations or modifications in the terms hereof as LESSOR may consider just or expedient.

(vi) In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding on the LESSEE.

(vii) All notices, orders and other documents required under the terms of the MOU/Agreement or under the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) or any rule or regulations made there under shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act 1973 as re-enacted and modified by Uttar Pradesh Presidents Act (Re-enactment with modifications) Act 1974 (U.P. Act No. 30 of 1974)

(viii) All arrears or dues payable to the LESSOR shall be recoverable as arrears of land revenue.





(viii) Any relaxation, concession or indulgence granted by the LESSOR to the LESSEE shall not in any way prejudice other legal rights of the LESSOR.

(ix) That all General and Special terms and conditions as contained in the Brochure of the Scheme under which the allotment has been obtained by the LESSEE shall also form part of this lease deed. However, it is clarified that in case of any contradiction the clauses of the lease deed shall prevail.

(x). Any dispute between the LESSOR and the LESSEE or any person claiming through the LESSEE shall be subject to the exclusive territorial jurisdiction of District Courts at Gautam Budh Nagar or the Hon'ble High Court of Judicature at Allahabad.

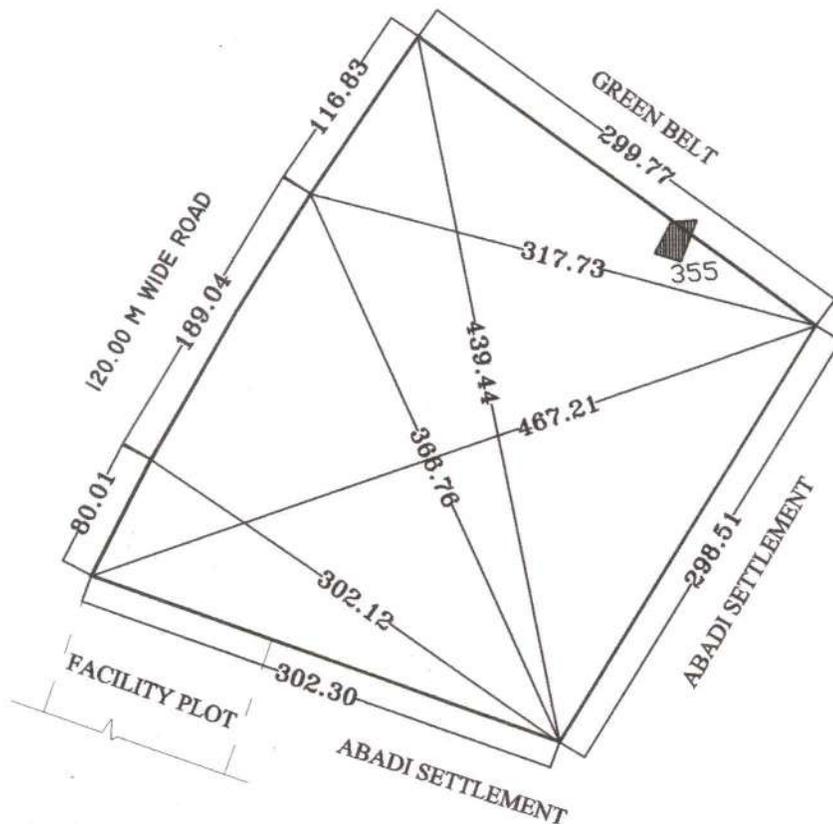
(xi). If due to any "Force Majeure" or such circumstances beyond the LESSOR control, the LESSOR is unable to make allotment or facilitate the LESSEE to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.

(xii). The LESSOR shall monitor the implementation of the project.

(xiii). The term LESSEE, unless the context otherwise prohibits, shall include the term sub LESSEE or any person claiming through them as the case may be.







GROSS AREA=103505.70 SQM

GRAM SABHA LAND=510.00SQM(GRAM SHABHA LAND (GATA NO-355)NOT UNDER POSSESSION)

NET AREA=102995.70 SQM

NOTE-

Development work in progress Dimension may increase or decrease after completion of site development.

LEASE PLAN FOR PLOT NO-GH-03,SEC.22(A)	SIGN- <i>[Signature]</i>		SIGN- <i>[Signature]</i>		
	POSSESSON TAKEN OVER		POSSESSON HANDED OVER		
	PROJ.DEPTT.	<i>[Signature]</i> ASSTT.MANAGER	<i>[Signature]</i> MANAGER	<i>[Signature]</i> SR.MANAGER	
	LAND.DEPTT.	<i>[Signature]</i> LEKHPAL	<i>[Signature]</i> NAYABTAHSEEL DAR	<i>[Signature]</i> TAHSEEL DAR	
	LAW.DEPTT.		<i>[Signature]</i> A.L.O.		
PLNG.DEPTT.	<i>[Signature]</i> A.T.P		<i>[Signature]</i> SR.EXECUTIVE		



[Handwritten note: as per approved layout plan]
YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

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YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY

A-1, First Floor, Commercial Complex, Beta-2, Gr.Noida, G.B.Nagar

Ph.No. 0120-4291361 Fax no. 0120-4291360

Letter No. YEA/GH/165/2011

Date: 03.05.2011

To,

M/s. Nimbus Projects Ltd.
313-315, Vikasdeep Building
District Centre, Laxmi Nagar
Delhi - 110092

Sub: Allotment Letter for Large Group Housing / Builders Residential Plots YEA-GH-02 Plot No. GH-03, Sector-22A in Yamuna Expressway Industrial Development Authority, Area 97585 Sq. mtr.

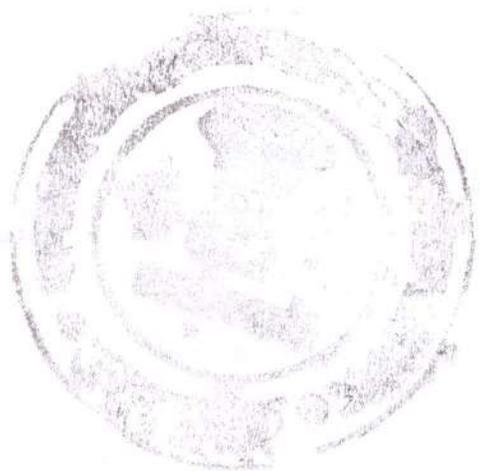
Sir,

In continuation to reservation letter dated 23.03.2011, Yamuna Expressway Industrial Development Authority is pleased to inform you that actual area of your reserved plot no. GH-03, Sector-22A, as per lease plan is 103505 Sq.mtr. Out of this area 5920 Sq Mtr. area is effected due to court stay. So net area of the plot is 97585 which is being allotted to you on your quoted rate of Rs. 5401/- (Rupees Five Thousand One only). The 20% of total premium of the net plot area 97585 Sq.Mtr. after adjusting Excess amount, thus shall be Rs. 10,34,72,357/- (Rs. Ten Crore Thirty Four Lacs Seventy Two Thousand Three Hundred and Fifty Seven only) as allotment money which has to be deposited within 60 days from the date of issue of this letter i.e. till 07.08.2011. Detailed payment schedule balance premium / installments are given below -

Sl. No.	Payment Date	Opening Balance	Principal	Interest	Closing Balance	Installment
1	09-Dec-11	368,939,610.00	23,058,726.00	22,136,377.00	345,890,884.00	45,195,103.00
2	09-Jun-12	345,890,884.00	23,058,726.00	20,752,854.00	322,822,158.00	43,811,580.00
3	09-Dec-12	322,822,158.00	23,058,726.00	19,369,330.00	299,763,432.00	42,428,056.00
4	09-Jun-13	299,763,432.00	23,058,726.00	17,985,806.00	276,704,706.00	41,044,532.00
5	09-Dec-13	276,704,706.00	23,058,726.00	16,602,283.00	253,645,980.00	39,661,009.00
6	09-Jun-14	253,645,980.00	23,058,726.00	15,218,759.00	230,587,254.00	38,277,485.00
7	09-Dec-14	230,587,254.00	23,058,726.00	13,835,236.00	207,528,528.00	36,893,962.00
8	09-Jun-15	207,528,528.00	23,058,726.00	12,451,712.00	184,469,802.00	35,510,438.00
9	09-Dec-15	184,469,802.00	23,058,726.00	11,068,189.00	161,411,076.00	34,126,915.00
10	09-Jun-16	161,411,076.00	23,058,726.00	9,684,665.00	138,352,350.00	32,743,391.00
11	09-Dec-16	138,352,350.00	23,058,726.00	8,301,141.00	115,293,624.00	31,359,867.00
12	09-Jun-17	115,293,624.00	23,058,726.00	6,917,618.00	92,234,898.00	29,976,344.00
13	09-Dec-17	92,234,898.00	23,058,726.00	5,534,094.00	69,176,172.00	28,592,820.00
14	09-Jun-18	69,176,172.00	23,058,726.00	4,150,571.00	46,117,446.00	27,209,297.00
15	09-Dec-18	46,117,446.00	23,058,726.00	2,767,047.00	23,058,720.00	25,825,773.00
16	09-Jun-19	23,058,720.00	23,058,720.00	1,383,524.00	-	24,442,244.00
			368,939,610.00	188,159,206.00		557,098,816.00

For IITL Nimbus The Palm Village

Auth. Signatory



The amount can be deposited through Demand Draft / Pay Order in favour of 'Yamuna Expressway Industrial Development Authority' payable at Greater Noida directly to our authorized bank branch of Bank of India, C-6, 7 & B, Sector Beta-II, Commercial Complex, Greater Noida.

You are also required to deposit due stamp duty, for lease deed of the acquired and allotted land, in treasury of District Gautam Budh Nagar and produce a certificate to that effect in YEA within 90 days from the issue of this Allotment Letter.

The terms and conditions Large Group Housing / Builders Residential Plots Scheme Code YEA-GH-02/2011 shall form part of this allotment letter and shall be binding on the allottee.

Yours faithfully,


09/10/11

(Ravindra Singh)

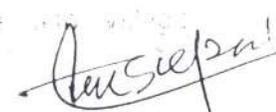
General Manager (Property)

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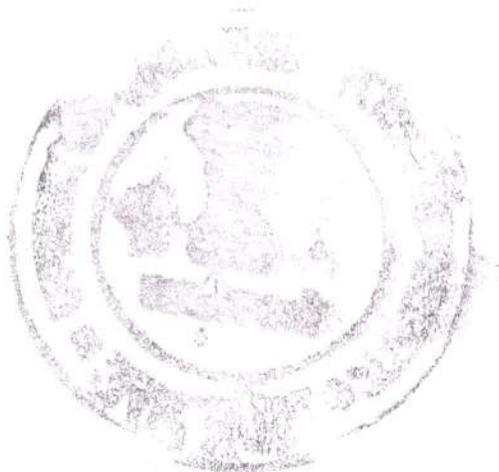
1. General Manager (Finance)


General Manager (Property)

For (B) Allotment of land in the name of


Auth. Signatory

10



(xiv) Buildings earmarked for community facilities cannot be used for purposes other than community requirements.

(xv). The LESSOR in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.

IN WITNESS WHEREOF the parties hereto in the presence of each other have set their hand on the day and in the year herein first above written.

(1) Witness

Anil Kumar Goyal
Address
5/0 Lohia St. Jagdish Rd Goyal
R/O A-500 Chandra Kote colony
Mendoli Road, Shahadara
Delhi-110093

For and on behalf of the LESSOR



(2) Witness

Manjeet Malik
A-4/B Cali No-5
Chajjapur Shahadara
Address N.D. 92

For and on behalf of the LESSEE



आज दिनांक 05/07/2012 को
वही सं. 1 जिल्द सं. 11195
पृष्ठ सं. 193 से 410 पर क्रमांक 13283
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



(वाई0के0शर्मा, प्रभारी)

उपनिबन्धक सदर

गौतमबुद्धनगर

5/7/2012

