

26/09

# भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

G 440720

Stamp Duty Paid in full Certificate is issued  
In Pursuance of the order of the Collector  
No. 15794/2008-09/100/2/2008  
dated 17.4.2009 of the District Collector  
in exercise of the powers conferred  
under section 100 of the Indian Stamp Act  
of 1899 and section 17 of the Indian  
Transfer Act, 1882. The amount  
of Rs. 100/- has been paid.

Red Fort Jangh Properties Pvt. Ltd. vs  
M/s. Red Fort Jangh Properties Pvt. Ltd. Mumbai  
10/10/2008

*Handwritten signature and date: 30-12-08*



## LEASE DEED OF GROUP HOUSING PLOT NO.GH-03 SECTOR-100, NOIDA, DISTT. GAUTAMBUDH NAGAR (U.P.)

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LESSOR

Red Fort Jangh Properties Private Limited,

LESSEE

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1192

SD ✓

M/s Red Fort Jahangir Properties

(P) Ltd.

✓

93-B Mittal Court Nariman  
Point Mumbai



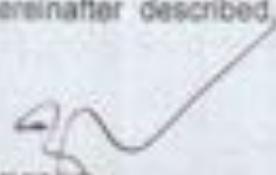
## LEASE DEED

This Lease Deed made on 30<sup>th</sup> day of DECEMBER, 2008 (Two thousand and eight) 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 RED FORT JAHANGIR PROPERTIES PVT. LTD. (SPECIAL PURPOSE COMPANY)**, a company within the meaning of Companies Act, 1956, having its registered office at 93-B, MITTAL COURT, NARIMAN POINT, MUMBAI-400 021, through Authorised signatory Sh. Surpreet Singh Suri S/o Sh. Pritpal Singh Suri, R/O 192-B, Sainik Farms, New Delhi - 110062, Director of the company, duly authorized by the board of Directors vide Resolution dated 29/12/2008 (hereinafter called the Lessee which expression shall unless the context does not so admit, include 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 for development by the Lessor for the purpose of setting up an urban and industrial township.

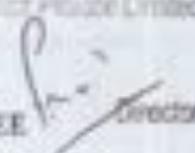
AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the lessor.

AND WHEREAS the Lessor has awarded the bid and allotted the Group Housing Plot through a Sealed Two-Bid tender System awarded to the lessee the plot hereinafter described, after fulfilling the terms and conditions prescribed in the

  
LESSOR

Red Fort Jahangir Properties Private Limited

  
LESSEE

  
Director



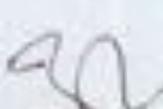
brochure and its corrigendums, vide Reservation Letter No.Noida/Res Plots/GHP/2008/839 dated 19.12.08 and Allotment Letter No.Noida/GHP/GH 2008(III)/2008/877 dated 24.12.08 & No.Noida/GHP/GH 2008(III)/2008/913 dated 29.12.08 for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

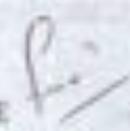
AND WHEREAS the lessor approved the name and status of Special Purpose Company (SPC) on the request of consortium members as mentioned in accordance with the allotment vide letter No.Noida/GHP/GH 2008(III)/2008/900 dated 25.12.08.

AND WHEREAS the lessee is a consortium of companies comprising of-

S.NO.	NAME & ADDRESS	NO. OF SHARES	SHAREHOLDING (%)
1.	M/S THREE C UNIVERSAL DEVELOPERS PVT. LTD.	8190	40.95%
2.	M/S DASHMESH PROMOTERS & DEVELOPERS PVT. LTD.	2000	10.00%
3.	M/S VISTAR CONSTRUCTIONS PVT. LTD.	2000	10.00%
4.	M/S ADVANCE eGRAPHIC COMPLIC SOLUTIONS PVT. LTD.	10	00.05%
5.	M/S HORIZON CREST INDIA REAL ESTATE	7790	38.95%
6.	M/S TWILZON LIMITED	10	00.05%
	TOTAL	20000	100%

And it has been represented to the lessor that the consortium members have agreed amongst themselves that M/S THREE C UNIVERSAL DEVELOPERS PVT. LTD., having its registered office at C-23, Greater Kallash Enclave Part - I, New Delhi - 110048 shall remain always be the Lead Member of the consortium till the completion of the project. The members of the consortium SPC shall have to retain

  
LESSOR

  
LESSEE

पुस्तक संख्या

Registration No 3639

Year : 2008

Book No. 1

0101 श्रीराम विद्यालय अखिलेश्वर द्वारा आचार्य कुम्हार

काव्यसंग्रह

श्रीराम विद्यालय अखिलेश्वर

द्वारा



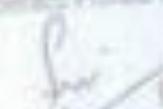
their shares till completion of the project, subject to being allowed to transfer / sell upto 49% of its shareholding provided that Relevant members including the Lead member shall continue to hold at least 51% of the shareholding and the Lead member shall remain unchanged till the Allottee / SPC obtains the Completion Certificate, from NCIDA.

**II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-**

This in consideration of the premium of Rs. 252, 01, 89, 000/- (Rupees Two hundred fifty two crores one lac eighty nine thousand only ) out of which 20% i.e. Rs.50,40,00,000/- (Rupees Fifty crores forty lacs only ) and Rs.1,89,000.00 (Rs. One lac eighty nine thousand only) towards the full premium of 9 sq.mtrs. which have been paid by the Lessee to the Lessor (the receipt where of the Lessor both hereby acknowledge) and the balance 80% premium of the plot will be paid within 8 years from the date of issuance of allotment letter in the following manner :-

S. NO.	DUE DATE	BALANCE PREMIUM (in Rs)	INSTALMENT (in Rs)	INTEREST (in Rs)	TOTAL (in Rs)
1	23.12.2009	201,60,00,000	6,30,00,000	22,75,58,400	29,08,58,400
2	23.06.2010	195,30,00,000	6,30,00,000	10,74,15,000	17,04,15,000
3	23.12.2010	189,00,00,000	6,30,00,000	10,39,50,000	16,69,50,000
4	23.06.2011	182,70,00,000	6,30,00,000	10,04,85,000	16,34,85,000
5	23.12.2011	176,40,00,000	16,03,63,637	9,70,20,000	26,73,83,637
6	23.06.2012	160,36,36,363	16,03,63,637	8,82,00,000	24,85,63,637
7	23.12.2012	144,32,72,726	16,03,63,637	7,93,80,000	23,97,43,637
8	23.06.2013	128,29,09,089	16,03,63,637	7,05,60,000	23,09,23,637
9	23.12.2013	112,25,45,452	16,03,63,637	6,17,40,000	22,21,03,637
10	23.06.2014	96,21,81,815	16,03,63,637	5,29,20,000	21,32,83,637
11	23.12.2014	80,18,18,178	16,03,63,637	4,41,00,000	20,44,63,637
12	23.06.2015	64,14,54,541	16,03,63,637	3,52,80,000	19,56,43,637
13	23.12.2015	48,10,90,904	16,03,63,637	2,64,60,000	18,68,23,637
14	23.06.2016	32,07,27,267	16,03,63,637	1,76,40,000	17,80,03,637
15	23.12.2016	16,03,63,630	16,03,63,637	88,20,000	16,91,83,637

  
LESSOR

  
LESSEE

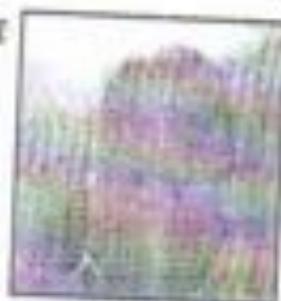
पट्टा गृहीत

Registration No. 3639

Year: 2008

Book No. 1

0201 M/s Red Fort Jahangir Properties Pvt. Ltd. जम रू  
दिल्ली नर गरी  
102-डी, 89वां बंगला रोड दिल्ली  
दिल्ली



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

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

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

All payments should be remitted by due date. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.

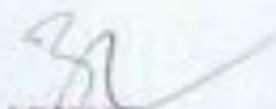
The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

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.

The amount deposited by the lessee will first be adjusted against the interest and thereafter against allotment money, instalment, 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 Authority

  
LESSOR

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LESSEE

Red Fort Juhangt Properties Private Limited

  
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 both hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot No.GH-003, Sector-100 in the New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar (U.P.) contained by measurement 1,20,009.00 sq. mtrs. be the same a little more or less and bounded.

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

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

  
LESSOR

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Red Fort Ahimsa Properties Private Limited



  
LESSEE



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 30<sup>th</sup> December, 2008 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 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) Lessee has paid Rs 2,52,01,890.00 as lease rent being 1% of the plot premium for the first 10 years of lease period.
  - (ii) The lease rent shall 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

  
LESSOR

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Red Fort Jahangir Properties Private Limited



  
LESSEE

Director



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 Authority 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 Authority.

Red Fort Jalandhar Properties Private Limited

  
LESSOR



  
LESSEE



- 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 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 Authority. 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 authority 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 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:-

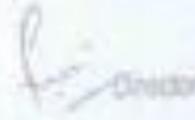
- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent.
- b) Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.

Red Fort Jaisang Properties Private Limited

  
LESSOR

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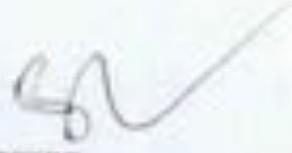
  
LESSEE



- 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 Sub-Lessee undertake to put to use the premises for the residential use only.
- f) 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.

The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1<sup>st</sup> 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 will be permitted to be given after execution of sublease deed.

Every sale done by the lessee shall have to be registered before the physical possession of the flat is handed over.

  
LESSOR

  
LESSEE

East Fort Jhansi Properties Private Limited

Director



## NORMS OF DEVELOPMENT

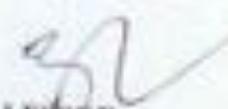
The lessee shall be allowed to construct the flats subject to achieving the density with the following norms. The maximum permissible ground cover is under revision to 40% and maximum permissible FAR to 2.75. The decision of the State Government in this matter shall be final:

Maximum permissible Ground Coverage	35%
Maximum permissible FAR	2.00
Set backs	As per Building Bye-laws
Maximum Height	No Limit
Density (net of the pocket) (PPHA)	1650 $\pm$ 5.00%

## CONSTRUCTION

The lessee is required to submit building plan 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 as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the Authority as per schedule given below: - (subject to the approval of the State Govt.)

S. No.	Size of the Plot (in sq. mtrs. )	Minimum Constructed Area (percentage of total permissible FAR)	Time limit for obtaining Completion Certificate for 1st Phase of the project to be developed in Phases	Maximum time limit for obtaining completion certificate of the full project
1.	upto 4000	50%	Three years from the date of execution of Lease Deed/Possession	Five years from the date of execution of Lease Deed/Possession
2.	4000-10000	40%	Three years from the date of execution of Lease Deed/Possession	Five years from the date of execution of Lease Deed/Possession
3.	10000-20000	35%	Three years from the date of execution of Lease Deed/Possession	Five years from the date of execution of Lease Deed/Possession

  
LESSOR

  
LESSEE

Director



4.	20000-40000	30%	Three years from the date of execution of Lease Deed/Possession	Six years from the date of execution of Lease Deed/Possession
5.	40000-80000	30%	Three years from the date of execution of Lease Deed/Possession	Seven years from the date of execution of Lease Deed/Possession
6.	80000-200000	25%	Three years from the date of execution of Lease Deed/Possession	Eight years from the date of execution of Lease Deed/Possession
7.	200000-400000	20%	Three years from the date of execution of Lease Deed/Possession	Nine years from the date of execution of Lease Deed/Possession
8.	Above 400000	15%	Three years from the date of execution of Lease Deed/Possession	Ten years from the date of execution of Lease Deed/Possession

i) 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 /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.

ii) Without prejudice to the Authority'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 as stated above, will not be permitted under any circumstances.

iii) 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 there to.

  
LESSOR

11

Red Fort Zangh Properties Private Limited

  
LESSEE



The lessee shall be required to complete the construction of Group Housing pocket on allotted plot as per schedule from the date of execution of lease deed as per the approved layout plan and get the occupancy certificate from the office of Building Cell of the lessor, as per building rules and regulations prevailing at that time.

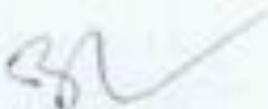
#### MORTGAGE

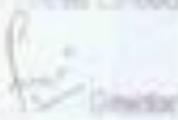
The Lessee may, with prior written permission of the Authority/Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project or to issue No Objection Certificate (NOC) to mortgage the said land to facilitate the housing loans of the final purchasers 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.

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.

Any change in the above shall be binding on the lessee/sub lessee.

  
LESSOR

  
LESSEE  Director



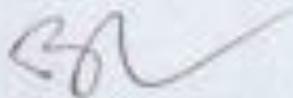
#### TRANSFER OF PLOTS

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 paid in accordance with the payment schedule specified in the Lease Deed before executing of sub-lease deed 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 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 case of transfer of flat in addition to transfer charges.

#### MISUSE, ADDITIONS, ALTERATIONS ETC.

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

  
LESSOR

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Red Fort Jalandhar Properties Private Limited

  
LESSEE



In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with 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.

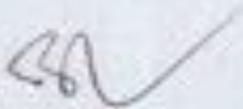
If the Lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying to the lessor such amounts as may be fixed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

#### LIABILITY TO PAY TAXES

The 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

  
LESSOR

  
LESSEE



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/Authority 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 Authority 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 Authority, the Authority shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.



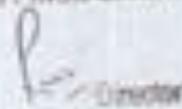
LESSOR

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East East Jalandhar Properties Private Limited



LESSEE



Director

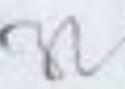


5. The lessee/sub lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer, Noida will have power to get the maintenance done through the Authority and recover the amount so spent from 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, decision of the Chief Executive Officer, Noida in this regard shall be final.

#### CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Authority/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, misstatement 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 Authority with structure thereon, if any, and the lessee will have no right

  
LESSOR

  
LESSEE



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 Authority 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.

In all cases of cancellation a proper notice to the lessee will be sent by the lessor.

#### 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 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 Authority shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority 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.
4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority 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.

  
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LESSEE

  
Director



and charge damages from the Lessee during the period of submission of nuisance.

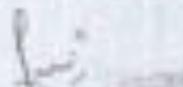
5. Any dispute between the Authority and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District, Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. The Lease agreement/allotment will be 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 Authority will monitor the implementation of the project. Lessee 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 leviable from time to time NOIDA 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, a penalty extended up to Rs. 500/- per day may be imposed upon the defaulter. However, the minimum penalty would be Rs. 50/- per day. Use of the premises for purpose other than residential use would render the allotment/lease liable for cancellation and the Sub-Lessee/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, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

  
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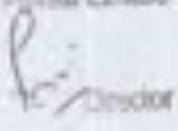
13/03/2016



  
LESSEE



13. The Authority in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. The Lessee shall be bound to adhere to all the terms and conditions of the lease deed. In case of breach of all any terms and conditions of the allotment, lease hold rights of the demised premises are found or have been accrued by way of misrepresentation/concealment/fraud suppression of material facts or misstatements, cancellation/determination of the lease may be exercised and the entire money shall be forfeited and the possession of the demised premises may be resumed by the lessor. In the event of the waiver/restoration being allowed by the lessor on account by any exceptional circumstances restoration charges will be recovered in lump sum as applicable at the time of restoration. In the event of determination of the lease deed the following consequences shall follows:-
- If at the time of re-entry the demised premises are not occupied by way of any building construction by the lessee thereon the lessor may re-allot the demised premises and refund the payment already made by the lessee after deduction of 25% of the amount deposited.
  - 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 the same from the demised premises all erection or bulding fixture charges and things which at any time and during the said terms shall have affixed or set up within or upon the said premises and leave the said premises in as good condition as it was on the date of demise. In default of the lessee doing so all such building and fixtures shall become the property of the lessor without the erections buildings fixtures and thing within a period herein before specified, the demised premises shall be re-allotted and the lessor shall refund

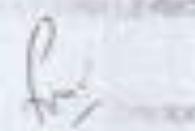
  
LESSOR  
LESSEE  
Director



such amounts as may work out in accordance with the principle given in clause (a) above purchase the said erection building and fixtures upon payment to the premises as may be mutually agreed upon. Any loss suffered by the lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the lessor on a fresh grant of the demised premises for breaches of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the lessor from the lessee.

- c. All notices, order and other documents required under terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act of 1976) and or any rules or regulations made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act 1973, as re-enacted and modification by the Uttar Pradesh President's Act (Re-enactment with modification Act U.P. Act 30 of 1974)
- d. All power exercised by the lessor under this lease may be exercised by the Chief Executive Officer/Chairman of the lessor. The Lessor may also authorise any of its officers to exercise all or any of the power exercisable by it under this lease provided that the expression Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the Chief Executive officer/Chairman.
- e. The cost of stamp duty and registration charges and all other incidental expenses of this lease deed shall be borne by the lessee.
- f. Any relaxation, concession or indulgence granted by the lessor to the Lessee shall not in anyway prejudice the legal rights of the lessor.

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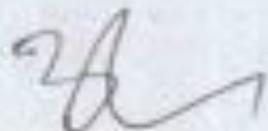
g. All terms and conditions of brochure and its corrigendums, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

15. In case the Authority is not able to give possession of the land in any circumstances, deposited money will be refunded to the Lessee with simple Bank interest.

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

In presence of

Witnesses:   
Address: Madom Lal Gupta  
S/late Sh. P. C Gupta  
C-13, Sector 12  
Roza, 201301

  
Signed and delivered

for and on behalf of LESSOR



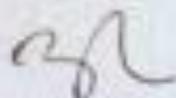
Witnesses:   
Address: Khurana Sh. C. Khurana  
B-2/104B  
Safdarjung Enclave,  
New Delhi - 110029.

Ref Fort Jalanga Properties Private Limited

  
Director

For and on behalf of the LESSEE

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



LESSOR



Ref Fort Jalanga Properties Private Limited



  
LESSEE



आत दिनांक 30/12/2008 को  
खी सं 1 जिल्द सं 1468  
पृष्ठ सं 171 से 214 पर कर्नांक 3639  
रजिस्ट्रीकृत किया गया ।

जे० एन० सिंह  
उप-निबंधक सृतीय  
नीएडा  
30/12/2008