

1- 158771/2013

भारतीय गैर न्यायिक

बीस रुपये

Rs.20

रु.20

TWENTY
RUPEES



IAL

Sub Registrar
Greater Noida

MUNISH KUMAR
Advocate
Sub Registrar - Compound
Greater Noida

22AA 186063

Stamp Duty Paid in Cash Certificate in favour of
 LTD, A/c-55/1, Khairu N. 278 Village Saidulgarh Gth.
 In Pursuance of the order of the Collector
 No. 22/2013 Dated 22/06/13 Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. 19,55,000/- has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India
 Treasury/Sub Treasury of Noida
 by Challan No. 22-06-13
 a Copy of which is annexed herewith.

25.6.2013
Date

(N. JINGAPPA)
 Senior Treasury Officer
 Gautam Budh Nagar

For ASTERDID SHELTERS HOMES Pvt. Ltd.
V. Chandra
 DIRECTOR
 SINGH MEHRA WALLA (22/06/2013)

For Asteroid Shelters Homes Pvt. Ltd.
[Signature]
 Dire

LEASE DEED

This Lease Deed is executed on **26TH** day of **June, 2013** at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

BETWEEN

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, an Authority constituted under the provisions 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 of the One Part;

and

M/s Asteroid Shelters Homes Pvt. Ltd. a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at **551/1, Khasra No.-278, Village-Saidulajab Extension, New Delhi-110068** through its **Director Mr. Rajesh Kumar Jodhani S/o Late Shri Parmanand Jodhani R/o D-255, Vivek Vihar, Delhi-110095** duly authorized vide Resolution dated 12.06.2013 passed by its Board of Directors, being a Special Purpose Company within the meaning of Article C-7(e) of the Brochure of the Scheme -2010-11 (Commercial Builders Plot-1), (hereinafter called the "Lessee" which expression shall, unless the context does not so admit, include its administrators, executors, representatives and permitted assigns) of the Other Part.

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of planned integrated Industrial and Urban Township.

AND WHEREAS A consortium comprising of

- **M/s Asteroid Shelters Homes Pvt. Ltd.**
(SPC of M/s Asteroid Shelters Ltd.-Lead Member & Whitestone Sales Pvt. Ltd.-Relevant Member & ATS Infrastructure Ltd.-Relevant Member) and
- **M/s Radiant Infraventures India Pvt. Ltd. (Relevant Member)**

On the basis of sealed tenders vide letter bearing No. Prop/Commercial/2010/385 DATED 19TH November 2010 has been

सुसंयुक्त (सम्पत्ति)

For Asteroid Shelters Homes Pvt. Ltd.

[Signature]
Director

182,815,000.00

घट्टा विलेख

10,000.00

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पतिकल

मलियत

आगत वार्षिक किराया

कोय रीरप्टी

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योग

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पुत्र श्री

मै. एस्टरीईड शेल्टर्स होम्स प्रा0सि0 द्वारा राजेश कुमार जोधानी
स्व0 परमानन्द जोधानी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

27/6/2013

निवासी न्याया

डी-255 विवेक विहार दिल्ली-110095

लगाये गये

डी-255 विवेक विहार दिल्ली-110095

न पर लगाने इस कार्यक्रम में

दिनांक 27/6/2013

समय 1:24PM

वज्र निबन्धन हेतु पत्र किया।

निवासी न्याया 182,815,000.00 रुपये व आगत वार्षिक 10,000.00 रुपये धनराशि के प्रत्येकानुसार उभ

घट्टा गृहीता

घट्टा गृहीता

श्री संजीव कुमार शर्मा

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कार्यक्रम

पुत्र श्री

पुत्र/पत्नी श्री रेशा नीकरी



मै. एस्टरीईड शेल्टर्स होम्स प्रा0सि0 द्वारा राजेश कुमार जोधानी

पुत्र श्री स्व0 परमानन्द जोधानी

पेरा

निवासी डी-255 विवेक विहार दिल्ली-110095



न निबन्धन चोकर किया।

निबन्धन श्री उपरीर

पुत्र श्री कन्दर

वज्र

न्याया

एन-168/4 गाम-02 घेटर नोएडा

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पुत्र श्री

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न्याया

नोएडा-41 आशीषाद अपार्ट0 अलगा-01 घेटर नोएडा

न श्री

न्याया

न्याया के निबन्धन हेतु निबन्धन निबन्धन पत्र में



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

27/6/2013

Whereas the said registered consortium has given an undertaking date 06-11-2012 (copy annexed as Annexure 1 to this Lease Deed) to indemnify the lessor which shall be part of this lease deed and shall in no way exonerate from their liability to perform and pay as per the terms of allotment till all the payment are made to the lessor.

AND WHEREAS it has been represented to the **LESSOR** that the **Special Purpose Company** members have agreed amongst themselves that **M/s Asteroid Shelters Homes Pvt. Ltd., (Lead Member)** having its registered office at **551/1, Khasra No.-278, Village-Saidulajab Extension, New Delhi-110068**, However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (as on the date of submission of the tender) shall continue to hold at least 51% of the shareholding and the "Lead member" shall remain at least 26% till the occupancy/ completion certificate of at least one phase of the project is obtained from the LESSOR.

AND WHEREAS, at the request of the aforesaid Consortium members, the LESSOR has agreed to execute the lease of the allotted plot in the name of the Special Purpose Company i.e. the LESSEE and the LESSEE has agreed to take on lease the allotted plot on the terms and conditions hereinafter appearing for the purpose of constructing commercial building/s in accordance with the approved building plan/s utilizing the built-up space as approved by the LESSOR.

NOW THIS LEASE DEED WITNESSETH AS UNDER:-

I (a) That in consideration of the premium paid in part and the remaining agreed to be paid by the LESSEE at the time and in the manner hereinafter provided AND also in consideration of the rent hereby reserved AND observance of the covenants, provisions and the stipulations hereinafter contained and on the part of the LESSEE to be respectively paid, observed and performed, the LESSOR doth hereby demise and lease to the Lessee, all the land of **Commercial Plot No.C-1A, Sector-4, Greater Noida admeasuring 10235 square metres, to be the same a little more or less and bound as under:-**

On the North by :
On the South by : As per Lease Plan attached
On the East by :

महानगर (नियन्त्रित)

For Asteroid Shelters Homes Pvt. Ltd.

Director

पट्टा गृहीता

Registration No. : 15879

Year : 2013

Book No. : 1

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स्व0 परमानन्द जोषानी
पी-255 पिनको विहार दिल्ली-110095



allotted builders commercial plot No.C-1, Sector-4, Greater Noida measuring 20235 sq. mtrs. for the purpose of development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses.

AND WHEREAS in terms of Article C-7(e) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. **M/s Asteroid Shelters Homes Pvt. Ltd., (Lead Member)** a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 551/1, Khasra No.-278, Village-Saidulajab Extension, New Delhi-110068 in which the consortium have the following shareholding -

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/s Asteroid Shelters Ltd.	41%	Lead Member
2	M/s Radiant Infraventures India Pvt. Ltd.	39%	Relevant Member
3	M/s Whitestone Sales Pvt. Ltd.	10%	Relevant Member
4	M/s ATS Infrastructure Ltd.	10%	Relevant Member

Whereas the above registered consortium that jointly qualify for the bid and secured the allotment of said plot being highest bidder. They through its lead **M/s Asteroid Shelters Ltd.** has approached to the Lessor in accordance with the clause C-7 (e) of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl. No.	Plot No.	Sub- Divided are (in sqm.)	Name of member	Status
1	C-1, Sector-04	10,000	M/s Radiant Infraventures India Pvt. Ltd.	Relevant Member
2	C-1A, Sector-04	10,235	M/s Asteroid Shelters Homes Pvt. Ltd. (SPC of Asteroid Shelters Ltd.- Lead Member & Whitestone Sales Pvt. Ltd.-Relevant Member & ATS Infrastructure Ltd.- Relevant Member)	Special Purpose Company

For Asteroid Shelters Homes Pvt. Ltd.

Director

पट्टा दाता

Registration No. 15870

Year 2013

Page No. 1

31 राजीव कुमार शर्मा प्रतिनिधि अंतर्गत निष्ठा द्वारा अज्ञेय त

अज्ञेय



PLOT NO. C-01A



For Asteroid Shelters Homes Pvt Ltd.

[Signature]
Director

[Signature]
[Illegible text]

AREA OF PLOT = 10235.00 sqm.

SIGN POSSESSION TAKEN OVER ALLOTTEE		SIGN POSSESSION HANDLED OVER		N ↑
REVISED LEASE PLAN FOR PLOT NO. C-01A FOR SEC. 4 GREATER NOIDA	PROJ. DEPTT.	<i>[Signature]</i> ASSTT. MANAGER	<i>[Signature]</i> 11/4/13 MANAGER	
	LAND DEPTT.	<i>[Signature]</i> LEKH PAL	<i>[Signature]</i> 12/12/13 NAYAB TAJSEEL DAR	
	LAW DEPTT.	<i>[Signature]</i> ASSTT. MANAGER	<i>[Signature]</i> MANAGER	
	PLNG. DEPTT.	<i>[Signature]</i> SR. DRAFTSMAN	<i>[Signature]</i> SR. EXECUTIVE MGR	



GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY

On the West by :


Which plot is more clearly delineated and shown in the attached lease plan (hereinafter referred to as "the Demised Premises") with their appurtenances to the LESSOR for the term of 90 years commencing from the date of execution of this lease deed, except and always reserving to the LESSOR:-

- (i) 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.
 - (ii) Full rights and title to all mines and minerals, coals, washing gold's, earth oils, quarries, in or under the Demised Premises 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 enjoying the same without providing or leaving any vertical support for the surface of the plots or for the structure time being standing thereon provided always, that the LESSOR shall make reasonable compensation to the LESSEE for all costs incurred, loss of profits and other damages directly or indirectly 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 LESSEE.
- (b) The total premium of the Sub Divided Plot (having area 10235 sqm.) is **Rs. Rs.23,74,72,470.00 (Rs.Twenty Three Crore Seventy Four Lacs Seventy Two Thousand Four Hundred Seventy only)** out of which **Rs. 2,37,47,247.00 (Rupees Two Crore Thirty Seven Lacs Forty Seven Thousand Two Hundred Forty Seven only)** which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance approx. **90% premium i.e. Rs. 21,37,25,223.00 (Rs.Twenty One Crore Thirty Seven Lacs Twenty Five Thousand Two Hundred Twenty Three only)** of the plot along with interest will be paid in 16 half yearly instalments in the following manner :-

Head	Due date	Premium	Interest	Total amount of Instalment	Balance premium
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For Aateyord Shree Homes Pvt. Ltd.


Director


प्रबंधक (समर्पित)

Instalment No.1	19.5.2011	0	12823513	12823513	21372522
Instalment No.2	19.11.2011	0	12823513	12823513	21372522
Instalment No.3	19.5.2012	0	12823513	12823513	21372522
Instalment No.4	19.11.2012	0	12823513	12823513	21372522
Instalment No.5	19.5.2013	13357826	12823513	26181339	20036739
Instalment No.6	19.11.2013	13357826	12022044	25379870	18700957
Instalment No.7	19.5.2014	13357826	11220574	24578400	17365174
Instalment No.8	19.11.2014	13357826	10419105	23776931	16029391
Instalment No.9	19.5.2015	13357826	9617635	22975461	14693609
Instalment No.10	19.11.2015	13357826	8816166	22173992	13357826
Instalment No.11	19.5.2016	13357826	8014696	21372522	12022044
Instalment No.12	19.11.2016	13357826	7213226	20571052	10686261
Instalment No.13	19.5.2017	13357826	6411757	19769583	93504789
Instalment No.14	19.11.2017	13357826	5610287	18968113	80146963
Instalment No.15	19.5.2018	13357826	4808818	18166644	66789137
Instalment No.16	19.11.2018	13357826	4007348	17365174	53431311
Instalment No.17	19.5.2019	13357826	3205879	16563705	40073485
Instalment No.18	19.11.2019	13357826	2404409	15762235	26715655
Instalment No.19	19.5.2020	13357826	1602940	14960766	13357833
Instalment No.20	19.11.2020	13357826	801470	14159303	0

- (i) Premium referred to in this document means total amount payable to the Authority for the allotted plot.
- (ii) All payment should be made through a demand draft/pay order drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/NOIDA/ GREATER NOIDA indicating the name of the Lessee and the number of plot on the reverse of the demand draft/pay order.
- (iii) In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
- (iv) All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee/sub-lessee should ensure remittance on the previous working day.
- (v) The payment made by the Lessee/Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.
- (vi) 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 as per prevailing policy of the Lessor.
- (vii) In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority. In the event extension

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For Asteroid Shelters Homes Pvt.Ltd.

[Handwritten signature]
 Director

is granted, interest @ 15% per annum compounded half yearly shall be payable by the Lessee on the outstanding amount for the period extension is granted.

(viii) For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

(c) In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:

- (i) The ground rent/lease rent @ Rs. 1/- per sqm. per year for the first three years from the date of execution of the lease deed. The lessee has paid a sum of Rs.34800/- (Thirty Four Thousand Eight Hundred Only) towards the lease rent for the first three years which amount the LESSOR hereby acknowledges.
- (ii) Thereafter, the ground/lease rent shall be payable @ 1% p.a. of the total premium of the plot for next seven years of the first ten years.
- (iii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iv) 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.
- (v) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. (12% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (vi) The Lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the demised plot per year as "One Time Lease Rent" unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the



For Authorized Signatory (Name) P. S. S. S.


Director

Lessee is not in arrears as on the date of exercising the option to pay one time lease rent has and paid the earlier lease rent due and lease rent already paid will not be considered in calculating the amount payable under the One Time Lease Rent option.

- (vii) After execution of the tripartite sub-lease deed, sub-lessee shall be liable to pay the proportionate annual lease rent of sub leased area unless by such time the one time lease rent has been paid by the LESSEE.

II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS

(1) The possession of the demised premises has been handed over to the LESSEE and the LESSEE hereby acknowledges that it has received the actual physical possession of the demised premises. The LESSEE further acknowledges that the allotment and the demise of the plot is on "As is where is basis".

(2) This lease is for a period of ninety years from the date of lease deed.

(3) DEVELOPMENT NORMS

The LESSEE, subject to what is set out in the chart below, can carry out on the demised plot, the development as per the norms specified in the Building Regulations and Directions of LESSOR.

Maximum permissible Ground Coverage	30%			
Maximum permissible FAR	4	4	4	4
Set backs	As per Building Bye-laws of GNIDA			
Maximum Height	No Limit (subject to fulfillment of statutory requirements by the lessee).			

(4) PERMISSIBLE CONSTRUCTION

- (i) Construction shall be permissible as per details given in the Development Norms above only after the prior approval of the building plans by LESSOR.
- (ii) All the infrastructural services shall have to be provided by the LESSEE within the plot area only.
- (iii) All clearances/approvals must be obtained by the LESSEE from the respective competent statutory authorities prior to the commencement of the construction work.


महेश्वर (सुपरीम)

For Astronaut Sheela's Homes Pvt.Ltd.


Director

- (iv) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).
- (v) All other provisions, not specified in this lease deed shall be in accordance with the Building Regulations and Directions of the LESSOR and shall include the amendments made thereto from time to time.

(5) UTILITY

The demised plot shall be used for development of Commercial Complex(s) for commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, offices and such other commercial uses, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the construction activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall be the responsibility of the LESSEE to obtain all statutory clearances from the concerned authority(ies) prior to commencement of the functioning in the premises. LESSOR shall not be responsible for any consequences arising out of the failure of the LESSEE to receive any such statutory clearance.

(6) IMPLEMENTATION AND COMPLETION OF THE PROJECT

- (i) The LESSEE shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from LESSOR in maximum 5 phases within a period of 5 years from the date of execution of lease deed. The LESSEE shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get completion certificate of the first phase accordingly issued from the building cell/planning section of the LESSOR within a period of three years from the date of execution of lease deed.

Provided that, in exceptional circumstances, extension of time may be granted by the LESSOR subject to the

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[Signature]
[Stamp]

For Asteroid Surveys Homes Pvt.

[Signature]
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payment of extension charges applicable as per the prevailing policy, at the time of grant of such extension.

- (ii) In case the LESSEE does not construct building within the time provided, including extension granted, if any, for above, the allotment/ lease deed shall be liable to be cancelled. In such an event the LESSEE shall lose all rights to the allotted land buildings appurtenant thereto.

(7) COMPLETION

The "Completion Certificate(s)" will be issued by LESSOR on the completion of the project and on submission of the necessary documents required for certifying the completion of the project as per prevailing rules.

(8) INDEMNITY

The LESSEE shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/construction, subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the LESSEE after prior written approval of LESSOR. The LESSEE shall execute an indemnity bond, indemnifying LESSOR and its officers and employees against all disputes arising out of:

- (i). The non-completion of the project
- (ii). The quality of development, construction and maintenance.
- (iii). Any legal dispute arising out of allotment, lease and/or sub-lease to the final purchaser (s).

(9) MORTGAGE

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/ Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The LESSEE/sub-LESSEE(s) should have valid time period for construction as per terms of the lease deed/sub lease deed or have obtained valid extension of time for construction and should have cleared up to date dues of the plot premium and lease rent.




For Allotment Officer/Manager/Per L


Director

The Lessee/Sub-lessee(s) will submit the following documents:

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

GNIDA shall have the first charge on the plot towards payment of all dues of GNIDA.

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

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

(10) TRANSFER

The allottee/LESSEE can transfer the whole plot and the buildings constructed thereon with the prior permission of written approval of the LESSOR after payment of transfer charges as per the prevailing policy of LESSOR. However, the LESSOR reserves the right to reject any such transfer application without assigning any reason whatsoever.

In addition to the transfer charges as per prevailing policy of LESSOR, the allottee/LESSEE shall also pay an amount of Rs.10,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment letter, the permission for grant of transfer and this lease deed shall be binding on the LESSEE, as well as the sub-lessees/transferees.

6
महेश्वर (सचिव)

For Asteroid
Direct

No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of Rs.10,000/- will be payable on such transfer.

Change in Constitution of the allottee/Lessee shall not be permitted before the execution of the lease deed. In case the change in constitution is allowed after the execution of the lease deed, the Lessee shall pay the proportionate transfer charges as applicable on the transferred equity shares and execute Change in Constitution deed as applicable. However, the Change in Constitution of the Lessee shall be permissible subject to the condition that a minimum of 51% of the original total equity shares of the company, on the date of submission of the tender shall be retained till the completion of the project i.e. upto obtaining the Completion Certificate from the LESSOR.

No transfer charges shall be applicable if built up space of commercial plot is transferred within two years from the date of issuing of the completion certificate by LESSOR. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The Lessee shall be entitled to transfer the built-up space on the fulfillment of the following conditions:-

- (i). The Lessee has made full payment of the plot premium alongwith interest thereon and the up-to-date lease rent alongwith interest, if any, due thereon.
- (ii). No transfer / sub lease of the built up space shall be effective and binding on the LESSOR unless a tripartite sub lease deed as the proforma approved by the LESSOR has been duly executed between the LESSOR, the LESSEE and the SUB-LESSEE. The Lessee / Sub-Lessee shall also ensure adherence to the building regulations and directions of the LESSOR. All the terms and conditions of the allotment and lease deed shall be applicable and binding on SUB-LESSEE as well. It is made clear that the consideration for the SUB LEASE DEED shall be payable exclusively to the LESSEE.
- (iii). The Lessee has obtained the building completion certificate for the 1st phase from the LESSOR.

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For Asteroid Theaters Houses Pvt. Ltd.

Director

- (iv). The sub-lessees/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred shall be as per completion certificate and are not part of any common area.
- (v). The sub-lessee shall also be liable to pay pro-rata lease rent as applicable. The sub-lessee shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to LESSOR as proof thereof. Thereafter, extension charges, as applicable, shall be payable.
- (vi). All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee /lessee and sub-lessees.

(11) USER / MISUSER

- (i). The allottee, Lessee and sub-lessees shall use the demised plot / premises only for the use set out in this Deed and for no other purpose whatsoever, whether in full or in part for any purpose.
- (ii). Without prejudice to any other provision of this lease deed, in case of violation of the condition (i) above shall constitute misuse for which the allotment / lease shall be liable to be cancelled and the possession of the premises alongwith structures thereon, if any, shall be resumed by the lessor.

(12) LIABILITY TO PAY TAXES ETC.

The Lessee, including the Sub-Lessees, shall be liable to pay all rates, taxes, charges and assessment of every description imposed by the Lessor and/ or any Authority empowered in this behalf, in respect of the demised plot, whether such charges are imposed or may be imposed in future, from time to time, on the plot or on the building(s) constructed thereon.

(13) MAINTENANCE

- (i) The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services developed on the demised plot. If the building(s) and the

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अवधि (समाप्ति)

For Afford
S. Shakti
Dated

- common services are not maintained properly, the LESSOR shall have the right to get the maintenance done and recover the amount so spent from the lessee and/or sub-lessees. The lessee and sub-lessee(s) shall be jointly and severally liable for payment of the maintenance amount. In case of default in payment of the amount, the dues shall be recovered as arrears of land revenue.
- (ii) No objection will be entertained on the quantum of amount spent on maintenance of the buildings and the common services, and the decision of LESSOR in this regard shall be final and binding on the Lessee/Sub-Lessee.
- (iii) The Lessee/sub-lessee(s) shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at its own expense.
- (iv) The Lessee/sub-lessee(s) shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe, neat & clean and in good and healthy sanitary conditions to the satisfaction of the lessor and to the convenience of the inhabitants/occupants of the place.
- (v) The lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by the LESSOR.
- (vi) In case of non-compliance of these terms & conditions and any other directions by the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and/or expedient.

(14). The allottee/Lessee/sub-lessee(s) shall abide by all the regulations, bye-laws, directions and guidelines of LESSOR framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.

III. CANCELLATION

In addition to the other specific clauses relating to cancellation/determination, the lessor shall be free to exercise its right of cancellation/ determination of the allotment/ the lease of the demised plot in case of the followings:

प्रबंधक (सम्यक्)

For Asteroid Shelters Homes Pvt. Ltd.
Director

- i. Allotment having been obtained through misrepresentation, by suppression of material facts, false-statement and/or fraud.
- ii. Any violation of the directions issued or of the rules and regulations framed by LESSOR or by any other statutory body.
- iii. In case of default on the part of the tenderer/ allottee/ sub-lessee(s) or any breach/violation of the terms and conditions of the tender, allotment, this lease deed and/or non-deposit of the allotment amount, installments or any other dues.

If the allotment is cancelled on the grounds mentioned in para (i.) above, the entire amount deposited by the tenderer, allottee, Lessee and sub-lessee(s) till the date of cancellation/ determination, shall be forfeited by the LESSOR and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (ii.) or (iii.) above, 30% of the total premium of the plot shall be forfeited and the balance, if any, shall be refunded without any interest and no separate notice shall be given in this regard.

After forfeiture of the amount as stated above, possession of the plot will be resumed by LESSOR, along with the structures thereupon, if any, and the tenderer, allottee, Lessee and sub-lessees will have no right to claim any compensation thereon.

IV. OTHERS

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding.

मुद्रांक (सम्पत्ति)

For Additional Director, Housing & P.W. Dept.,


Director

3. If due to any "Force Majeure" or any circumstances beyond control, the LESSOR is unable to make allotment or handover the possession of the allotted plot, entire earnest money and/or the deposits, as the case may be, will be refunded, as per the prevailing policies of LESSOR.
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/ sub-lessee(s) to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's/ sub-lessee(s) cost and charge damages from the Lessee/ sub-lessee(s) during the period of existence of the nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee(s) 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 shall 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 the said Act.
7. The LESSOR shall monitor the implementation of the project.
8. Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
9. All arrears due to the Lessor/Lessee(s) shall constitute a charge over the demised plot and shall be recoverable as arrears of land revenue.
10. The Lessee/ sub-lessee(s) shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
11. The LESSOR in larger public interest may take back the possession of the land/building by paying a reasonable(s) compensation. The decision of the Lessor in this regard shall be final and binding on the lessee/sub-lessee(s).

महानगर (समयवधि)

For Asteroid Industries Pvt. Ltd.


Director

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

In presence of:

Witnesses:

1. Witness M.S. Lamsari For and on behalf of the LESSOR

Address G.F- 41 Ashirwad App.
Alpha - I Gov. Noida

2. Witness Munir Sharma

Address S/O Mr. A. N. Sharma
H-168/4 Gomti Nagar
G. Noida

For and on behalf of the LESSEE

For ASTEROID SHELTERS HOMES PRIVATE LIMITED
Pradeep Kumar
DIRECTOR
PRADEEP KUMAR AGRAWALA (DIN: 03068835)

प्रबंधक (सम्पत्ति)

For Asteroid Shelters Homes Pvt. Ltd.

Director

आज दिनांक 27/06/2013 को

वही में 1 जिल्द में 13594

पृष्ठ में 149 से 184 पर क्रमांक 15879

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



(तेज सिंह यादव)

उपनिबन्धक सदर

गीतमबुद्धनगर

27/6/2013