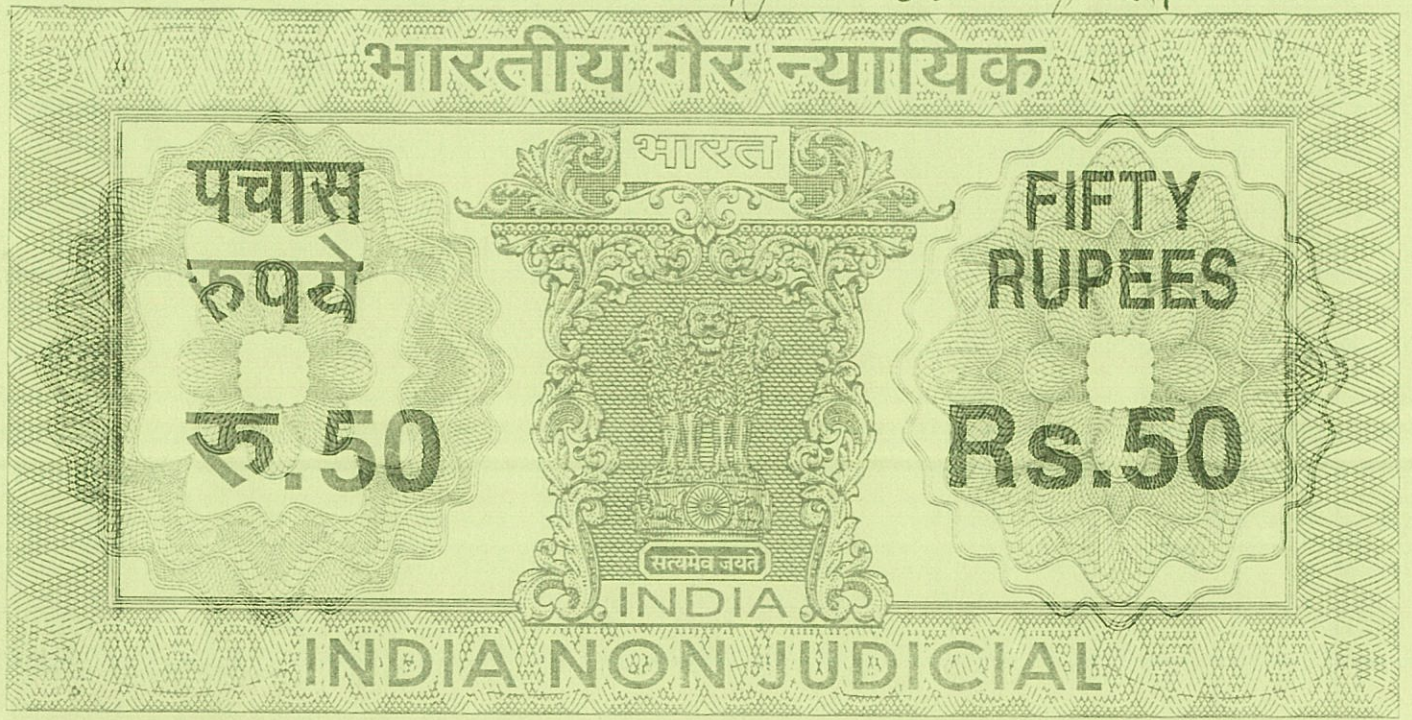


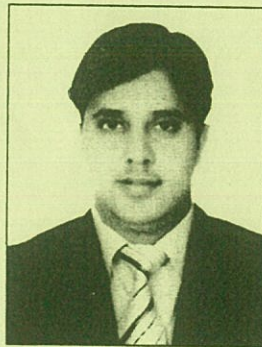
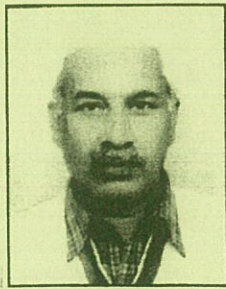
Copy No 282 of 2011



उत्तर प्रदेश UTTAR PRADESH

BN 861674

Attached with the Sub-Divide Plot No. CH-1A, Sector-43.



*[Handwritten Signature]*  
Lessor

Lessee  
For Roseberry Estate LLP  
*[Handwritten Signature]*  
Authorised Signatory

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नॉएडा

आम गुरुवार को 213506345 / फोन को 2011 2008 2167

दिनांक 2011 *[Handwritten Signature]*



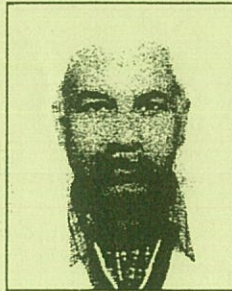
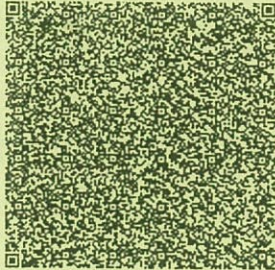
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Government of Uttar Pradesh

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Base Certificate No. : IN-UP04007243841198P  
Certificate No. : IN-UP04072037169443Q  
Certificate Issued Date : 18-Jan-2018 04:36 PM  
Account Reference : SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUPSHCIL0104901809073782Q  
Purchased by : ROSEBERRY ESTATE LLP  
Description of Document : Article 35 Lease  
Property Description : PLOT NO. GH-01A, SECTOR-43, NOIDA, U.P.  
Consideration Price (Rs.) :  
First Party : NOIDA  
Second Party : ROSEBERRY ESTATE LLP  
Stamp Duty Paid By : ROSEBERRY ESTATE LLP  
Stamp Duty Amount(Rs.) : 2,11,96,500  
(Two Crore Eleven Lakh Ninety Six Thousand Five Hundred only)



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For Roseberry Estate LLP

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0005192812

Statutory Alert:

\* The authenticity of this Stamp Certificate should be verified at [www.statestampsonline.com](http://www.statestampsonline.com). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.  
\* The onus of checking the legitimacy is on the user of the certificate.  
\* In case of any discrepancy, please inform the competent authority.



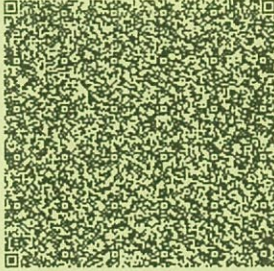
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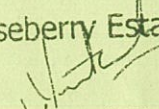


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Certificate Issued Date : 29-Dec-2017 06:12 PM  
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Unique Doc. Reference : SUBIN-UPUPSHCIL0104824268529619P  
Purchased by : ROSEBERRY ESTATE LLP  
Description of Document : Article 35 Lease  
Property Description : PLOT NO. GH-01A, SECTOR-43, NOIDA, U.P  
Consideration Price (Rs.) :  
First Party : NOIDA  
Second Party : ROSEBERRY ESTATE LLP  
Stamp Duty Paid By : ROSEBERRY ESTATE LLP  
Stamp Duty Amount(Rs.) : 19,23,09,845  
(Nineteen Crore Twenty Three Lakh Nine Thousand Eight Hundred  
And Forty Five only)



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Statutory Alert

The Government of Uttar Pradesh has issued a notification on 29.12.2017 regarding the validity of the details on this Certificate and as per the notification, the details on this Certificate are valid till 31.12.2017. The details on this Certificate are valid till 31.12.2017. The details on this Certificate are valid till 31.12.2017.

LEASE DEED

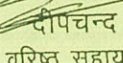
This Lease Deed made on 19<sup>th</sup> day of January, 2018 (Two thousand and Eighteen) between the **New Okhla Industrial Development Authority**, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 ( U.P. Act No. 6 of 1976 hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns) of the one part and **M/s Roseberry Estate LLP**, a Special Purpose Company, within the meaning of Companies Act, 1956 having its registered office at **502-502-A, 5<sup>th</sup> Floor, Narain Manzil, 23 Barakhamba Road, New Delhi** through Authorized signatory Sh. **AMIT WALIA** R/o STD,-608, Sun Tower, Shipra Sun City, Indrapuram , Ghaziabad Director of the company, duly authorized by the board of Directors vide Resolution dated 23.12.2017 (hereinafter called the Lessee which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns of the other part.)

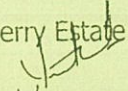
WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and development by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the Plot No. **GH-1A, SECTOR-43 (SUB DIVIEDED PLOT OF GH-1, SECTOR-43)** on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the CONSORTIUM CONSISTING OF- **M/S SHIPRA ESTATE LTD. (LEAD MEMBER), M/s Roseberry Developers Pvt. Ltd. (Relevant Member), M/s APACE Properties Pvt. Ltd. (Relevant Member), M/s Verve Homes Pvt. Ltd. (Relevant Member) & M/s Regalia Properties Pvt. Ltd. (Relevant Member)** lessee the plot No. GH-1, Sector-43, Noida after fulfilling the terms and conditions prescribed in the brochure of group housing scheme code no- **GH-2016-17-(Group Housing-1)** and its corrigendum, vide Reservation/Allotment Letter No. NOIDA/Commercial/2016/1930 dated 26<sup>th</sup> August, 2016 & 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 Sub division of Group Housing Plot No-GH-01, Sector-43 as **GH-1A, Sector- 43 (admeasuring to 44310 Sqmt.), GH-1B, Sector-43 (admeasuring to 41145 Sqmt.) & GH-1C, Sector- 43 (admeasuring to 41145 Sqmt.)** and the name of the status of **M/s Roseberry Estate LLP** as special purpose company, of the request of consortium member (as mentioned above), in accordance with the clause C (7) of the brochure of the scheme, to develop and marketing the project on demarcated Plot No-GH-1A, Sector-43, NOIDA measuring 44310 Sqmt. vide letter No. Noida/GHP/GH-1A/43/2018/204 Dated 15 January, 2018

  
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AND WHEREAS at the inception allotment was made in the name of Consortium members in which M/s. Shipra Estate Limited was the lead member and subsequently in accordance with the allotment letter consortium member companies have decided and formed Special Purpose Companies ( SPC).

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/Commercial/2016/1930 dated 26<sup>th</sup> August, 2016

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions as mentioned in allotment letter which clearly states that sub division of allotted plot is permissible and that the area of each such sub divided plot should not be less than 20,000 sqr mtrs and further the said sub division should be in accordance with the planning norms of the NOIDA.

AND WHEREAS the Lessor and Lessee have agreed in so far as the present sub lease deed is concern the terms of the broacher shall contain a binding effect for any present or future interpretation.

AND WHEREAS the Lessor and Lessee has agreed that Lead Member shall remain the single largest share holder having at least 30% share in the consortium however, the shareholding of the lead member in the consortium shall remain at least 30 % till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Noida.

AND WHEREAS it is necessary to mention that the consortium member with equity share shall only be considered as the 'relevant member'.

AND WHEREAS, the permission to sub divide the area of total land plot was given vide letter/notification dated 9<sup>th</sup> January, 2018 and accordingly present lease deed of area admeasuring 44310 sq.mtrs. has been executed.

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

NAME OF DESIGNATED PARTNERS		
1	M/S SHIPRA ESTATE LTD.	
2	M/S REGALIA PROPERTIES PVT. LTD	
3	M/S VERVE HOMES PVT. LTD.	
4	M/S ROSEBERRY DEVELOPERS PVT. LTD.	
5	M/S APACE PROPERTIES PVT. LTD.	
LIST OF DESIGNATED PROFIT SHARING RATIOS		
S. NO.	NAME OF SHAREHOLDER	%AGE OF SHARE HOLDING
1	M/S SHIPRA ESTATE LTD.	50%

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2	M/S REGALIA PROPERTIES PVT. LTD	25%
3	M/S VERVE HOMES PVT. LTD.	21%
4	M/S ROSEBERRY DEVELOPERS PVT. LTD.	2%
5	M/S APACE PROPERTIES PVT. LTD.	2%

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

This in consideration of the premium of 3,46,50,42,000/- (Rupees Three Hundred Forty Six Crores Fifty Lacs Forty Two Thousand only ) out of which 20% i.e. Rs 69,30,08,400/- have been paid in full by lessee to the lessor (the receipt where of the Lessor both hereby acknowledge) and the balance 80% premium i.e. Rs. 2,77,20,33,600/- (Rupees Two Hundred Seventy Seven Crore Twenty Lacs Thirty Three Thousand Six Hundred Only) of the plot will be paid within 8 years from the date of issuance of allotment letter in the following manner :-

Sl. No.	Installment No.	Due Date	Principal amount	Interest @11%	Total
1	1st	25.02.2017	173252100	152461846	325713946
2	2nd	25.08.2017	173252100	142932983	316185083
3	3rd	25.02.2018	173252100	133404117	306656217
4	4th	25.08.2018	173252100	123875252	297127352
5	5th	25.02.2019	173252100	114346386	287598486
6	6th	25.08.2019	173252100	104817521	278069621
7	7th	25.02.2020	173252100	95288655	268540755
8	8th	25.08.2020	173252100	85759790	259011890
9	9th	25.02.2021	173252100	76230924	249483024
10	10th	25.08.2021	173252100	66702059	239954159
11	11th	25.02.2022	173252100	57173193	230425293
12	12th	25.08.2022	173252100	47644328	220896428
13	13th	25.02.2023	173252100	38115462	211367562
14	14th	25.08.2023	173252100	28586597	201838697
15	15th	25.02.2024	173252100	19057731	192309831
16	16 <sup>th</sup>	25.08.2024	173252100	9528866	182780966

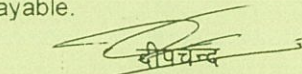
In case of default in depositing the instalments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

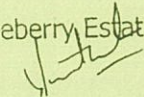
All payment should be made through a demand draft/pay order drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/Noida. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand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

  
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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, installment, and lease rent respectively. No request of the lessee contrary to this will be entertained.


#### A. EXTENSION OF TIME

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

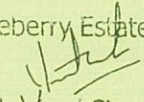
And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor both hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot No. GH-1A, Sector-43 in the New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar (U.P.) contained by measurement 44310 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.

  
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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 19<sup>th</sup> January, 2018 Except and always reserving to the Lessor

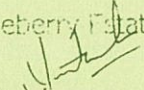
- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, metals, washing goods, earth oil, quarries, in over & under the allotted plot 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.

**(iii) AND THE LESSEE DO TH 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 **MARCH** for each year the yearly lease rent indicated below:-
  - (i) Lessee has paid Rs 3,46,50,420/- 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 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.

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## 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 3.5. The decision of the State Government in this matter shall be final :

Maximum permissible Ground Coverage	40%
Maximum permissible FAR	3.5%
Set backs	As per Building Bye-laws
Maximum Height	No Limit
Density (net of the pocket) (PPHA)	1650

## CONSTRUCTION

1. The Lessee shall be required to complete the construction on allotted plot as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 7 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 temporary occupancy/ completion certificate of the first phase accordingly issued from the date of execution of lease deed. In case the lessee does not complete the 1<sup>st</sup> phase of the project within the specified period of 03 years, extension charges on the pro-rata land shall be applicable as per the prevailing policy, at the time of grant of such extension.
2. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and building appurtenant thereto.
3. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor /Authority. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.
4. Without prejudice to the 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:
  - (a) For first year the penalty shall be 4% of the total premium.
  - (b) For second year the penalty shall be 5% of the total premium.
  - (c) For third year the penalty shall be 6% of the total premium.

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Extension for more than three years as stated above, will not be permitted under any circumstances.

(d) 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.

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 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 upto-date dues of the plot premium and lease rent.

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) An affidavit on non-judicial stamp paper of Rs. 10/- duly notarized stating that there is no unauthorised construction and commercial activities on the Residential Area (Group Housing)
- (c) Clearance of upto date dues of the LESSOR.

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 degree of insolvency/court.

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

#### TRANSFER OF PLOT, BUILDINGS THEREON AND CHANGE IN CONSTITUTION:

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

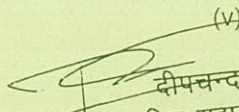
In addition to the transfer charges as per prevailing policy of NOIDA, the allottee/lessee shall also pay an amount of Rs, 1000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the allottee/lessee, as well as the sub-lessee/transferees.

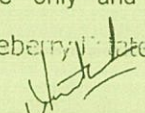
Change in Constitution shall be permitted as per prevailing policy of the lessor. In case of a partnership firm, any change in constitution as above, may be allowed only with a condition that the original partners shall retain a minimum of 51% share of the original partnership till the completion of the project i.e. upto obtaining the Completion Certificate from NOIDA for the 1<sup>st</sup> phase. If the lessee is a SPC, then the conditions of brochure laid down in clause C (8) & C(9) shall also be applicable.

No transfer charges shall be applicable if build up space of Group Housing plot is transferred within two years from the date of issuing of the completion certificate by NOIDA. Thereafter, the transfer shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs. 1000/- shall also be payable against the processing fee. The allottee/lessee will be permitted to transfer the built-up space on the fulfillment of the following conditions:-

- (i) The dues of NOIDA towards the cost of land and one time lease rent has been paid before executing of sub-lease deed of built-up premises.
- (ii) The sub-lease of flats will be permissible equivalent to premium paid after deduction 10% of the premium.
- (iii) The lease deed/ sub lease deed as per rules has been executed.
- (iv) The allottee/ lessee/ sub lease has obtained temporary occupancy/ building completion certificate for the respective phase from the NOIDA.
- (v) The sub- lessee/ transferees undertake to put to use the premises for the original permissible use only and the

  
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premises being transferred shall be as per completion certificate and are not part of any common areas.

- (vi) The lessee, shall also execute a sub-lease between lessor, and proposed sub-lessee. The lessee/sub-lessee shall also ensure adherence to the building regulations and directions of the NOIDA. All the terms and conditions of the allotment and lease deed shall be applicable and binding on sub-lessee as well.
- (vii) All terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the allottee, lessee and sub-lessee.
- (viii) Without obtaining the completion certificate the lessee shall have the right to sub-divide the allotted plot into suitable smaller plot as per the planning norms of the NOIDA and to transfer the same to the interested parties, if any, with the prior approval of the NOIDA on payment of transfer charges at the rate prevailing on the date of transfer. However, the area of each of such sub-division should not be less than 20,000 sq.mtrs.

#### MISUSE, ADDITIONS, ALTERATIONS ETC.

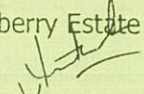
The Lessee/Sub-Lessee shall not use flats for any purpose other than for residential purpose.

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.

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## LIABILITY TO PAY TAXES


The lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time

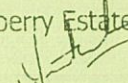
## OVERRIDING POWER OVER DORMANT PROPERTIES

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

## MAINTENANCE

- a) The lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
- b) That the lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
  - In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times
  - 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.
- c) 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.
- d) 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.

  
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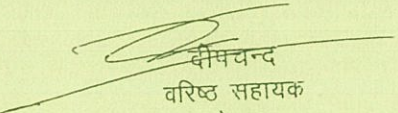
- e) The lessee/sub lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer, Noida will have power to get the maintenance 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

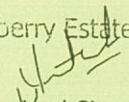
In addition to the other specific clauses relating to cancellation, the Authority/Lessor, as the case may be, will be free to exercise its right of cancellation of lease/allotment in the case of:-

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 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.

  
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## OTHER CLAUSES

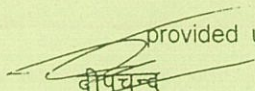
1. The Authority / Lessor reserves the right to make such additions /alternations or modifications in the terms and conditions of allotment/lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the 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 interest @14% per annum compounded half yearly, 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 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 livable 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. Default, if any, renders the lease/sub-lease liable to cancellation and the Lessee/sub-lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

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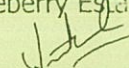
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13. The Authority in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. The Lessee shall be bound to adhere to all the terms and conditions of the lease deed. In case of breach of 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:-
- a. 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.
  - b. 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 building 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 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

  
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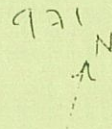
  
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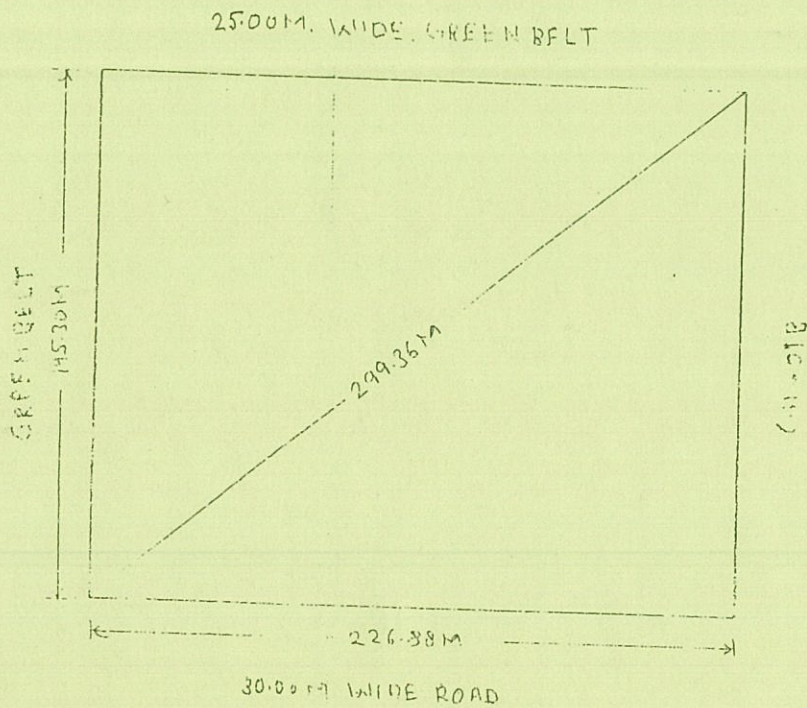
# SITE PLAN OF SECTOR-43 NOIDA

PLOT NO - GH-01A

AREA - 44310.00 Sqm



SCALE: 1:1000



NOTE: Area may be increase or decrease after level and site and prepared as per layout plan

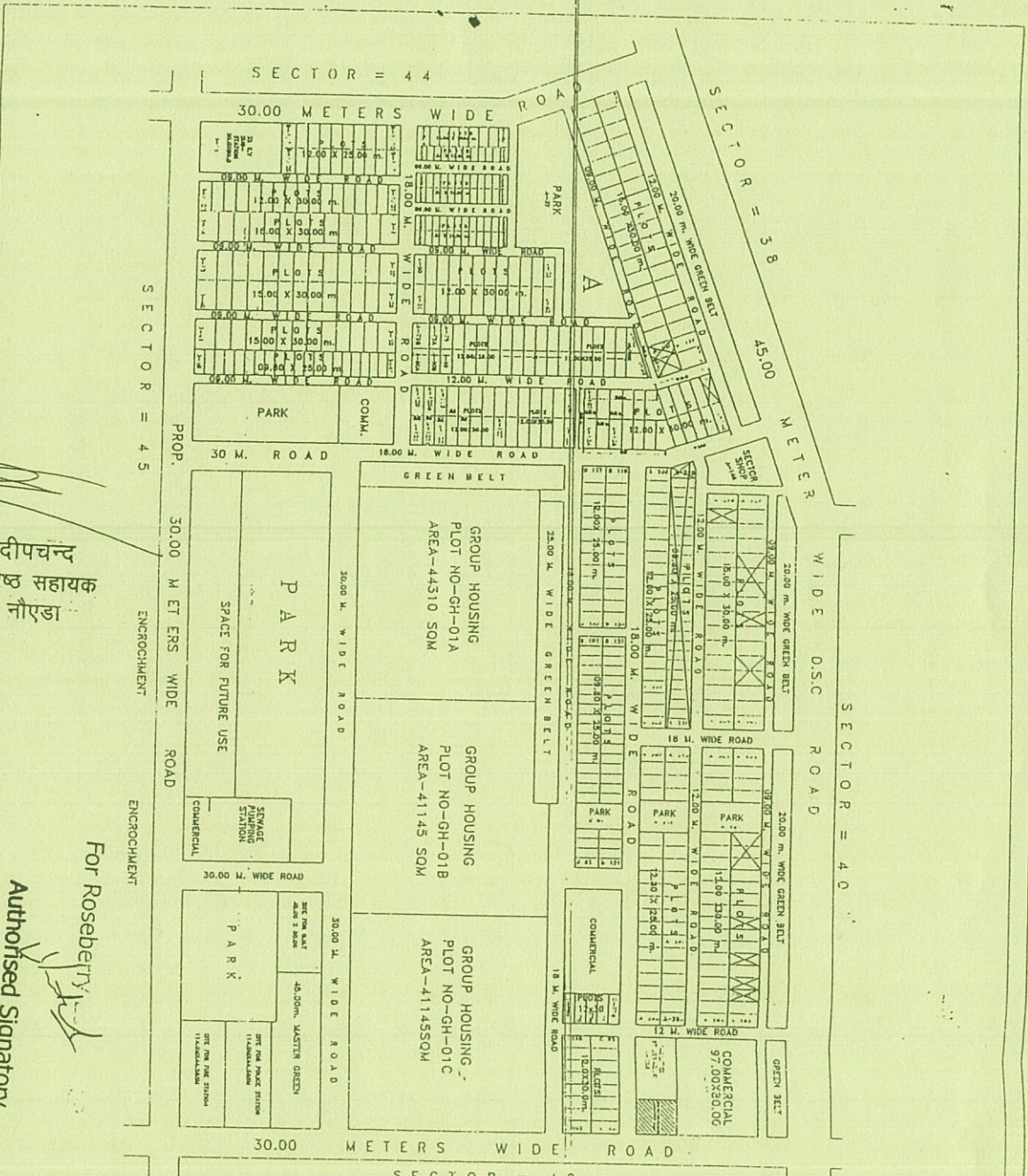
Shan  
17-01-18  
J.P.  
W.C. &  
11010M

17/01/18  
NPE (G)  
W.C. &  
11010M

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AREA STATEMENT

TOTAL SECTOR AREA 61.14 Hec  
Area Under 'A' Green 4.18 Hect  
SCHEDULE AREA 56.96 Hect

Area Under Residential

AREA UNDER RESIDENTIAL	18.41	22.20	10.35	10.19
AREA UNDER FLATS	18.41	22.20	10.35	10.19
AREA UNDER HOUSES				
AREA UNDER OTHER RESIDENTIAL				
TOTAL	18.41	22.20	10.35	10.19

Area Under Commercial

AREA UNDER COMMERCIAL	2.18	03.85	06.30	15.20
AREA UNDER COMMERCIAL	2.18	03.85	06.30	15.20
AREA UNDER PARK/GREEN BELT				
AREA UNDER ROAD				
TOTAL	2.18	03.85	06.30	15.20

1. The area shown in the plan is the area of the sector and is divided into various plots and roads.
2. The area under residential is 61.14 Hec and is divided into various plots and roads.
3. The area under commercial is 2.18 Hec and is divided into various plots and roads.
4. The area under park/green belt is 4.18 Hec and is divided into various plots and roads.
5. The area under road is 10.35 Hec and is divided into various plots and roads.



LAY-OUT PLAN OF SECTOR-45 NOIDA

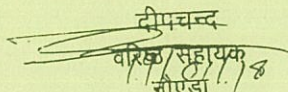
NO.	DATE	BY	FOR
1	10/11/83	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...

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 of the lessor. The Lessor may also authorize 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 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.
- 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.
- 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:

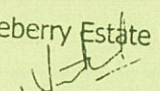
  
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For and on behalf of LESSOR

Witnesses:-

1. Viney Kumar Singh S/o .....  
S/o A.K. Khambor Singh .....  
Village No. 2, 5th floor, Newam  
Muzil Delhi

2. Ravinder Pal Singh  
S/o. Mahender Singh  
G-261, G.P. Puram, Gurgaon

For Roseberry Estate LLP

  
Authorised Signatory

For and on behalf of the LESSEE