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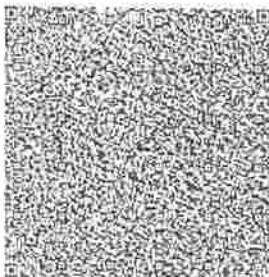
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Designation: EXE.
Signature: *[Signature]*
Stock Holding Corporation of India Ltd.
118/3, Model Town East, Ghaziabad

Certificate No. : IN-UP027116315267910
Certificate Issued Date : 19-Dec-2016 03:12 PM
Account Reference : SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference : SUBIN-UPUPSHCIL01032544307273270
Purchased by : PERIGEE LAND AND HOUSING PRIVATE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PLOT NO. 4/BS-2/1 SIDDARTH VIHAR YOJNA GHAZIABAD
Consideration Price (Rs.) : 54,35,50,000
(Fifty Four Crore Thirty Five Lakh Fifty Thousand only)
First Party : UP AWAS EVAM VIKAS PARISHAD GHAZIABAD
Second Party : PERIGEE LAND AND HOUSING PRIVATE LIMITED
Stamp Duty Paid By : PERIGEE LAND AND HOUSING PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 3,80,48,500
(Three Crore Eighty Lakh Forty Eight Thousand Five Hundred only)



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**U.P. HOUSING DEVELOPMENT BOARD
LEASE AGREEMENT**

This LEASE AGREEMENT is made on 21 day of 12 Year 2016
Between Uttar Pradesh Awas Evam Vikas Parishad, a body corporate constituted under section 3(1) of Uttar Pradesh Awas Evam Vikas Parishad Adhiniyam, 1965 and having its Head Office at Lucknow through Housing Commissioner (here in after called the lessor which expression shall unless the context does not so admit include its successors and assigns o) of one part.

For Perigee Land & Housing Pvt. Ltd. 0002700294

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सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

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DP 668565

And M/s PERIGEE LAND AND HOUSING PRIVATE LIMITED, a Company within the meaning of companies act, 1956, having its corporate office at K-148, FIRST FLOOR, KRISHNA PARK, EXTENSION, OUTER RING ROAD, OPPOSITE VIKASPURI, NEW DELHI 110018, WHICH IS ON OF THE RELEVANT MEMBER OF (CONSORTIUM FORMED BY M/S SAMS REAL ESTATES PRIVATE LIMITED being lead member of THE CONSORTIUM who awarded plot No 4/BS-2 (Area-101175.00 sqm) through authorized signatory Mr. Rajnish Kumar S/o Sh. Lokender Singh R/o K-148, FIRST FLOOR, KRISHNA PARK EXTENSION, OUTER RING ROAD, OPPOSITE VIKASPURI, NEW DELHI 110018, (hereinafter called the Lessee which expression shall unless the context does not so admit, include its successor, administrators and permitted assigns) of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of housing and improvement schemes.

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 U.P. Housing and Development Board regulation 1982 and building plan approved by the lessor.

For Perigee Land & Housing Pvt. Ltd.

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Perigee Land & Housing Pvt. Ltd.

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AND WHEREAS Lessor has through a sealed Two Bid System selected a consortium of companies consisting of 1) SG Estates Ltd., 2) Perigee Land and Housing (P) Ltd., 3) Apex Heights (P) Ltd., 4) Envyrion Infrastructure (P) Ltd., and 5) Sams Real Estates (P) Ltd. Out of which SAMS REAL ESTATES PRIVATE LIMITED is lead member of the consortium for awarding plot No. 04/BS-02 measuring 101175.00 sqm. in Siddharth Vihar Yojna Ghaziabad. The details of which are described in the schedule to this Lease Agreement, on Lease after fulfilling the terms and conditions prescribed in allotment letter, brochure of the said scheme and its corrigendum circulated / advertisement.

AND WHEREAS SAMS REAL ESTATES PRIVATE LIMITED which is lead member of aforesaid consortium has represented to the Lessor that it's the largest shareholder of consortium and shall continue to remain a lead member of consortium and hold at least 26% share of the consortium till completion of Project.

AND WHEREAS SAMS REAL ESTATES PRIVATE LIMITED, which is a lead member of the aforesaid consortium now further represented to the lessor that it shall continue to hold at least 26% of the shareholding of consortium till completion of project and instead forming a special purpose Company mutually agreed (consent affidavit attached with Relevant Members) that execution of Lease Agreement may be effected in the name of Relevant Members and accordingly in compliance to clause 8 (e) of terms and conditions of auction a layout plan showing sub-division of plot amongst the consortium was submitted and approved by letter No. 2148/BS dated 21.08.2015 by Housing Commissioner. The details of sub-division amongst the Consortium is as under :-

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पट्टा दाता

Registration No. 7853

Year: 2,016

Book No.:

0101 शिशुपाल सिंह लिपिक प्रतिनिधि एस वी सिंह उप आवास आयुक्त

आवास विकास गा बाद
नौकरी/व्यापार/ग्रहणी



पट्टा दाता

- | | | |
|---|------------------|---------------------|
| 1) Sams Real Estates (P) Ltd. | : 26000 SQM) | Phase -II - Bearing |
| plot No 4/BS-2/4 |) | |
| 2) SG Estates Limited | : 21907.20 SQM) | |
| 3) Apex Height (P) Ltd/
plot No 4/BS-2/3 | : 26000 SQM.) | Phase-I - Bearing |
| 4) Envyrion Infrastructure (P) Ltd.
plot No 4/BS-2/2 | : 12000 SQM.) | Phase-I- Bearing |
| 5) Perigee Land & Housing (P) Ltd.
plot No 4/BS-2/1 | : 14000 SQM.) | Phase-I - Bearing |

AND WHEREAS aforesaid consortium has requested the lessor to accept the Relevant Member / Lead Member as the Lessee which shall undertake and perform the obligations and exercise the rights of the consortium under the LOI and brochure for executing the project as per provisions of brochure.

AND WHEREAS by its letter No. Zero dated 30.9.2014 the Relevant Member / Lead Member has also joined in the said request of the consortium to the Lessor to accept it as the lessee to undertake and perform the obligations and exercise the rights of consortium under the LOI and brochure including obligation to enter into this LEASE AGREEMENT.

AND WHEREAS the lessee has further represented to the effect that it has been promoted by the selected consortium for the purposes here of.

AND WHEREAS the Lessor has agreed to the said request of aforesaid consortium and lessee and has accordingly agreed to enter into this LEASEDEED subject to the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set fifth in the LEASE AGREEMENT, the parties to this LEASE AGREEMENT agree as follows :

AS per terms and conditions of auction brochures and allotment letter bearing no. 16005 dt. 20.09.2016 was issued in favour of SAMS REAL ESTATES PRIVATE LIMITED.

AND where as Sams Real Estates Private Limited being lead members and other relevant members mutually agreed for the Sub Division of the plot as mentioned above and accordingly a plot bearing No 4/BS-2/1 of Measuring 14000.00 sq.mt. belong to PERIGEE LAND AND HOUSING PRIVATE LIMITED as relevant member and allotment letter No. 18579 dt. 28.10.2016 was issued in compliance to term and conditions of original letter no. 16005 dt. 20.09.2016 and terms and condition of Brochures issued at the time of auction. Now details of payment of premium are as under -----

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For Perigee Land & Housing Pvt. Ltd.

Authorised signatory

प्रदत्त गृहीता

Registration No. : 7853

Year : 2016

Book No. : 1

0201 मै0 पैरिगी लैंड एन्ड हाऊसिंग प्रा0लि0 द्वारा रजनीश कुमार
लोकेन्द्र सिंह
के-148 क्राष्णा पार्क एक्स0 आउटर रिंग रोड नई दिल्ली
नौकरी/व्यापार/ग्रहणी



1. Payment of Premium :

- 1.1 Total Premium of Rs. 54,35,50,000.00 (Rupees Fifty Four Crore Thirty five Lacs Fifty Thousand only) hereinafter referred to as total premium amount is payable by Lessee to Lessor, out of which Lessee has paid Rs. 13,58,87,500.00 (Rupees Thirteen Crore Fifty Eight Lacs Eighty Seven Thousand Five Hundred only) (which is 25% of total premium amount) to the Lessor and rest 75% of total premium amount Rs. 40,76,62,500.00 shall be paid by the lessee to the lessor in Ten equal Six monthly installments with interest @ 15% per annum within five years in the following manner.

S.No.	Due Date	Installment (in Laes)
1	01.12.2016 to 31.05.2017	5,93,96,430.00
2	01.06.2017 to 30.11.2017	5,93,96,430.00
3	01.12.2017 to 31.05.2018	5,93,96,430.00
4	01.06.2018 to 30.11.2018	5,93,96,430.00
5	01.12.2018 to 31.05.2019	5,93,96,430.00
6	01.06.2019 to 30.11.2019	5,93,96,430.00
7	01.12.2019 to 31.05.2020	5,93,96,430.00
8	01.06.2020 to 30.11.2020	5,93,96,430.00
9	01.12.2020 to 31.05.2021	5,93,96,430.00
10	01.06.2021 to 30.11.2021	5,93,96,430.00

- 1.2 Total Premium of lease rent includes the total cost of plot/premium mentioned in clause 1.1.

- 1.3 In consideration of total premium amount and yearly rent here by reserved and the covenants, provisions and agreement herein contained on the part of the lessee to be respectively paid, observed and performed, the Lessor DOES HERE BY demise on LEASE to the lessee that plot of land numbered 04/BS-02/1 situated in Siddharth Vihar Yojna, District Ghaziabad, contained by measurement (Area-14000.00 sqm) and bounded by

On the North by - 50mtrs wide road
On the South by - Plot no 4/BS-2
On the East by - Plot no 4/BS-3 & 4
On the West by - 50mtrs wide road

TO HOLD the said plot (herein after referred to demised premises") by lessee for the term Five years commencing form execution of this LEASE AGREEMENT. Demised premises is more clearly delineated and shown in the attached plan and therein marked.

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For Perigee Land & Housing Pvt. Ltd.

Authorised signatory

गवाह

Registration No. 7853

Year 2016

Book No. 7

W1 इरीफ खान

जडीत खान

बेला भदवा गा बाद

नोकरी/व्यापार/गृहणी



W2 वाहत

धनपाल गिह

तहसील जम्मा गा बाद

नोकरी/व्यापार/गृहणी




- 1.4 In case of default in depositing the installments or any payment additional/panel interest @ 02% compounded half yearly i.e. $15 \times 2 = 17\%$ shall be leviable for defaulted period on the defaulted amount.
- 1.5 All payment should be made through a demand draft/ pay order drawn in favour of "Uttar Pradesh Avas Evam Vikas Parishad, Ghaziabad" and payable at Oriental bank of Commerce, Mewar Institute, Sector-4, Vasundhara, Ghaziabad.
- 1.6 The Lessee should clearly indicate his name and details of plots allotted on the reverse of the demand draft / pay order. Premium referred to in this Lease Agreement means total amount payable to the Lessor 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.
- 1.7 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.
- 1.8 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 Uttar Pradesh Avas Evam Vikas Parishad regulation.(hereinafter referred to UPAVP regulation).
- 1.9 The period of default shall be rounded half yearly from the due date of payment of such installment but subject to maximum 3 (Three) such default shall be allowed after third default. Lessor shall have right to determine this LEASE and enter into demised premises;


Provided that before determining this LEASE, Lessor shall provide opportunity of hearing to lessee by giving 15 days notice to the Lessee.

2.0 AREA

The area of plot allotted may slightly vary at the time of handing over of the possession. The premium of plot will proportionately vary due to such variations. If such variation is within 20% limits, no surrender shall be allowed. However, if such variation is more than 20%, Lessee will have the option of surrendering the LEASE and taking back the entire amount deposited by him/her without any interest, except the processing fee. The applicable rate of allotment of additional area shall be the accepted at tender rate of the nearby area at the time of communication about the additional land or the original rate of allotment along with simple interest @15% from the date of allotment, whichever is higher. Payment of premium of the additional land will be made as per clause 1.9 of this Lease Agreement.


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3.0 AS IS WHERE IS BASIS / LEASE PERIOD

The Demised premises will be accepted by the lessee on an "as is where is basis" on a lease for a period of 5 years starting from the due date of this LEASE AGREEMENT.

4.0 POSSESSION

4.1 Possession of Demised premises will be handed over to the Lessee after execution and registration of this LEASE AGREEMENT.

4.2 The Lessee will be authorized to develop and market the flats/plots only after the lawful possession of the demised premises is taken over by him.

5.0 EXECUTION OF SALE DEED

5.1 The allottee will have to construct on its own minimum twenty five (25) percent of the total Demised premises as per permissible FAR.

5.2 After the approval of the layout plan by Lessor, the lessee can allot plots and flats only once the internal development work such as internal roads, "sewerage drainage, culverts, water supply, electricity distribution / transmission lines, street-lighting etc., are in progress.

5.3 The registry in favour of end allottees shall be made by Lessor but only after the development works are complete. At the time of registry, free hold charges to Lessor and stamp duty to govt. shall be paid by the end allottee.

5.4 In case of the Free Hold registry of a flat is proposed, a tri-party deed between the Lessee the allottees and lessor shall be executed. The responsibility regarding the quality of the "Construction" shall be of the lessee.


5.4a The lessee shall have to execute the sublease agreement in favor of sublessee for the developed plot/flat.

5.5 The Lessee shall have to fulfill the following conditions before the execution of the Sale Deed/agreement of the flats/plots in favour of the Individual allottee(s):

- i) Lessee shall submit the temporary occupancy (completion) certificate of the constructed flats on the allotted plot from concerned Department of the Uttar Pradesh Avas Evam Vikas Parishad (UPAVP) as mentioned in Clause-O of this LEASE AGREEMENT.

For Perigee Land & Housing Pvt. Ltd.


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- ii) Lessee shall submit "No Dues Certificate" in accordance with the payment schedule specified in this LEASE AGREEMENT from the Account / Property Department of the UPAVP.
- iii) The physical possession of the dwelling units/flats/plots will be permitted to be given only after execution of sub-lease agreement in favour of end allottee, which shall be in proportion to the amount received against the total premium amount of the Demised Premises.

6.0 INDEMNITY

6.1 The Lessee shall execute an indemnity bond, indemnifying the Lessor against all disputes arising out of :-

- i) Non-completion of Project
- ii) Quality of construction and maintenance of area.
- iii) Any legal dispute arising out of allotment to final purchaser

6.2. The Lessee shall wholly and solely be responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and services till such time, alternate agency for such work responsibility is identified legally by the Lessee.

7.0 DOCUMENTATION

The cost and expenses of preparation, stamping and registering this LEASE AGREEMENT and its copies and all other incidental expenses will be borne by the lessee, who will also pay the stamp duty levied on transfer of immovable property, or any other duty or charge that may be levied by any Board empowered in this behalf. The Lessee shall be responsible to communicate to the allottees the conditions applicable to them before making any allotment.

8.0 NORMS OF DEVELOPMENT

The Lessee is allowed to develop the plots/construct the flats subject to the following norms :-

Maximum permissible Ground Coverage	35%
Maximum permissible FAR	2.50
Set Backs	As per building bye-laws
Maximum Height	No Limit
Provision of Public and Semi Public facilities	The Layout of the scheme has to be prepared as per the provisions of building bye-laws applicable at the time of allotment and as such park/open spaces, schools /colleges and other facilities etc., are to be provided in the integrated scheme.

9.0 CONSTRUCTION

- 9.1 The Lessee is required to submit building plan together with the layout plan showing the phases for execution of the Project for approval within 30 days from the date of possession and shall start construction within 3 months from the date of sanction of plans. The Lessee shall be required to complete the construction of Project on demised Premises as per approved layout plan and get the Completion certificate issued from Architecture and Planning Department of the UPAVP within a period of 5 years from the date of execution of this LEASE AGREEMENT. In case of plotted development, the final purchaser of plot shall have to obtain completion certificate from the Board within the period of 5 years from the date of execution of sale deed.
- 9.2 Along with the layout plan the Detail Project Report (DPR) shall also be submitted by lessee and DPR which shall include land use plan, specifications of infrastructure and services, plans, time table for implementation of Project in five years, financing of the project, property management and maintenance etc.
- 9.3 Approval shall be granted by lessor within 30 days once it is found in order and as per building bye laws.
- 9.4 A development agreement shall also be executed between Lessor and Lessee in which schedule of implementation, specification, and other conditions/restrictions to ensure the quality of internal development etc. shall be included.
- 9.5 If any village Abadi exists within the Project area, then all the public amenities shall be provided by the lessee within the Abadi area.
- 9.6 The Lessee shall provide and construct 10% E.W.S and 10% L.I.G flats within the Project Area and these flats shall be allotted to the beneficiaries as per the provision of G.O. No. 3338/08-I-11-80/2010 dated 26.11.2011 the selling cost shall also be fixed as per the provisions of G.O.'s
- 9.7 Within the Project area, provision for facilities as per subdivision of plot shown / approved by Housing Commissioner/Architect Planner as on letter no 2148 dated 21.8.2015 are to be provided in plot no 4/BS-2/1 allotted to relevant members after subdivision namely M/s PERIGEE LAND AND HOUSING PRIVATE LIMITED, and an undertaking to effect in order to bound to provide the facilities as shown in the layout plan, have been submitted by the lessee.
- 9.8 All peripheral external development works as may be required to be carried out up to the Demised Premises including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply and sewerage will be provided by the Lessor / UPAVP.

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- 9.9 Without prejudice to the Lessor's right of cancellation of this LEASE AGREEMENT, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as per: For first year the penalty shall be 1% of the total premium. For second year the penalty shall be 2% of the total premium. For third year the penalty shall be 3% of the total premium. Extension for more than three years, normally will not be permitted.
- 9.10 In case the Lessee does not construct building within the time provided including extension granted, if any the LEASE AGREEMENT shall be liable to be cancelled and lessor shall have right to re-enter the Demised Premises and Lessee shall loose all rights to the Demised Premises and buildings appurtenant thereto.
- 9.11 There shall be total liberty on the part of Lessee to decide the size of the flats/plots or to decide the ratio of the area for flatted & plotted development.
- 9.12 25% of the developed property and the buildings constructed on that shall be retained by Lessor so that if there is any dues against acquisition, development works or land cost, that should be recovered from the same. The proportionate land shall be released according to the progress of development works and payments made against land cost to UPVP.
- 9.13 The minimum width of Road within the scheme area shall be 12.0 m.
- 9.14 The Total Floor Area Ratio (FAR) on the Demised Premises shall be 2.5. In case of Demised Premises is not being utilized for Group Housing but for other uses like commercial, office, institutional and community facilities, the FAR allowed shall be within the limit of max FAR allowed for those uses as per building By Laws.

10 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 Government Organization Financial Institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the Demised Premises. The Lessee should have valid time period for construction as per terms of the Demised Premises or have obtained valid extension of time for construction and should have cleared upto date dues of the Demised Premises premium.

The Lessee will submit the following documents before Lessor for seeking mortgage permission.

- Sanction Letter of the Scheduled Bank Government Organization / Financial Institution approved by the Reserve Bank of India.
- An affidavit on non judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).

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- c. Clearance of upto date dues of the Lessor. Lessor shall have the first charge on the plot towards payment of all dues of Lessor. Provided that in the event of foreclosure of the Demised premises shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in value of properties in respect of the market value of the said Demised Premises as first charge, having priority over the said mortgaged charge. The decision of the Lessor's in respect of the market value of the said Demised remises shall be final and binding on all the parties concerned.

The Lessor's right to the recovery of the unearned increase and preemptive right to purchase the Demised premises 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.

11.0 TRANSFER OF PLOTS / Constructed apartment area

Without obtaining the prior approval of Lessor the Lessee does'nt have the right (a) to sub-divide the Demised Premises into suitable smaller plots as per planning norms and to (b) transfer the same to the interested parties on payment of transfer charges @ 1% of allotment rate to the Lessor. However individual flat/plot will be transferable with prior approval of the Lessor as per the following conditions:


- (i) The dues of Lessor towards cost of land shall be paid in accordance with the payment schedule specified in the Lease Agreement before executing of sublease of the plot.
- (ii) Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.
- (iii) First sale/transfer of a flat/plot to an allottee shall be through Sub Lease Deed / Sale Deed to be executed on the request of the Lessee to the Lessor in writing.

12.0 MISUSE , ADDITIONS, ALTERATIONS ETC.

12.1 The Lessee shall not use the Demised Premises for any purpose other than mentioned in the sanctioned layout plan. In case of violation of the above conditions, Lease shall be liable to be cancelled and Possession of the premises shall be resumed by the Lessor and structure in any on the demised Premises shall be forfeited by the Lessor.

12.2 The Lessee will not make, by 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.

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If the lessee fails to correct such deviation within as pacified 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 the lessor such amounts as may be fixed in that behalf.

13.0 LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by UPAVP empowered in this behalf, in respect of the Demised Premises.

14.0 OVERRIDING POWER OVER DORMANT PROPERTIES

The Lessor reserves the right to all mines, minerals, coals, washing gold, earth, oil, quarries in on under the Demised Premises 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 flats or for the structure for the 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 Housing Commissioner of UPAVP on the amount of such compensation shall be final and binding on the Lessee.

15. MAINTENANCE

15.1 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 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 condition according to the convenience of the inhabitants of the place.


15.2 The Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the UPAVP framed / issued by the concerned authority from time to time.

15.3 In case of non-compliance of terms and directions of this LEASE AGREEMENT, the Lessor shall have the right to impose such penalty as the Commissioner of Board may consider just and expedient.



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15.4 The lessee shall make such arrangements as are necessary for maintenance of the buildings and common services and if the buildings are not maintained properly, Executive Engineer or any officer authorized by Commissioner of UPAVP, will have the power to get the maintenance done through any other Agency and recover the amount so spent from the Lessee. The Lessee will be individually and severally liable for payment of the maintenance amount. The Uttar Pradesh Apartment (Promotion of Construction, Ownership, and Maintenance) Act, 2010 and rules and bye laws made thereunder shall be applicable on the Lessee and allottee. No objection to the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Housing Commissioner of UPAVP in this regard shall be final.

15.5 For the maintenance of township of joint venture agreement between the lessee and UPAVP shall be executed maintenance of external services i.e. Electric substation, Zonal roads, parks and other amenities shall be done by UPAVP.

15.6 The Lessee shall have the rights to charge one time user charges or maintenance charges till the township is handed over to the local authority, 40% of the money so recovered shall be handed over to UPAVP while balance money shall be deposited in ESCRO Account which shall be operated jointly by Lessee and UPAVP.

15.7 At the time of handing over the maintenance of the township to the Society / Association (RWA), the unutilized money shall be handed over to RWA.

16.0 CANCELLATION OF LEASE AGREEMENT

16.1 In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of Lease in the following cases: -

- (i) Allotment being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud;
- (ii) Any violation of directions issued or rules and regulation framed by any UPAVP or by any other statutory body.
- (iii) Default on the part of the applicant allottee / lessee for breach / violation of terms and conditions of registration / allotment / Lease Agreement and / or non-Deposit of registration allotment amount. As well as providing the facilities shown in the layout plan dated 21.08.2015

उप आवास आयुक्त
उपग्रह आवास एवं विकास परिषद
गान्धियाबाद


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16.2 If at the time of cancellation of LEASE AGREEMENT the Demised Premises is occupied by the Lessee thereon, the amount equivalent to 5% of the Total Premium amount of the Demised Premises shall be forfeited by the Lessor and Board with structure thereon, if any, and the Lessee will have one of the paid will be resumed by the right to claim compensation thereof. The balance, if any, shall be refunded without any interest.

17.0 OTHER CLAUSES

- 17.1 In case of any clarification or interpretation regarding these terms and conditions, the decision of Housing Commissioner of the UPVP shall be final and binding.
- 17.2 If due to any 'Force Majeure' or such circumstances beyond the Lessor's control, the Lessor is unable to facilitate the Lessee to undertake the activities within one year, in pursuance of executed LEASE AGREEMENT, the deposits depending on the stages of payments will be interest which shall be calculated on the basis of saving account rate of interest.
- 17.3 If the Lessee commits any act of omission on the Demised Premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the Lessor shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of subsistence of nuisance.
- 17.4 Any dispute between the Lessor and Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Lucknow or the Courts designed by the Hon'ble High Court of Judicature at Allahabad.
- 17.5 The Lease Agreement will be governed by the provisions of the Rules of regulations of UPVP or directions issued.
- 17.6 Dwelling units flats shall be used for residential purpose only. In case of default, render the LEASE liable for cancellation and the Lessee will not be paid any compensation in this behalf.
- 17.7 Other buildings earmarked for community facilities cannot be used for the purposes other than community requirements.
- 17.8 The Lessee shall not be allowed to assign or change his role, otherwise the Lease shall be entire money deposited shall be forfeited.
- 17.9 The Board in larger public interest may take back the possession by making payment at the prevailing rate.
- 17.10 The UPVP/Housing Commissioner has right to change any rules & regulation time to time the lessee / sub lessee has been bound to follow above rules.

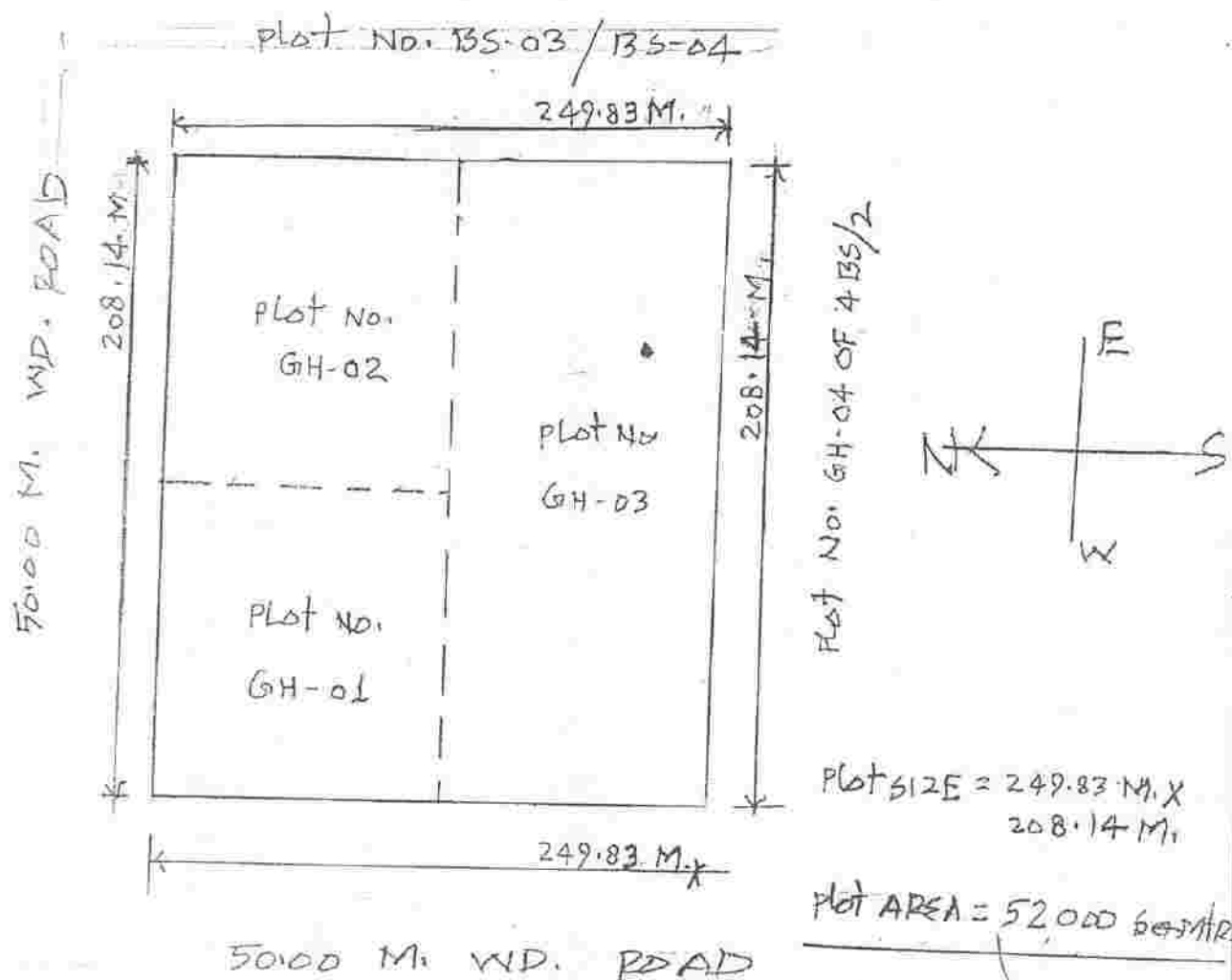

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राजिदाबाद

For Perigee Land & Housing Pvt. Ltd.


Authorised signatory

OFFICE OF THE EXECUTIVE ENGINEER
C.D. Ist, U.P. AYAS EYAM VIKAS PARISHAD
PART SITE PLAN OF BULK SALE
PLOT NO. 4 BS/2, SIDHHART VIHAR, GZB.

N.T.



For Perigee Land & Housing Pvt. Ltd.

Authorised signatory

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गाजियाबाद

P/MAN. 30/11/16

30/11/16

J.E.

Assistant Engineer

C.D.-I

U.P. Ayas Eyam Vikas Parishad

(A.E. III. No.)

SCHEDULE
(Description of Demised Premises)

Boundaries of the Property Bulk Sale Property NO. 4/BS-2/1

North:	50mtrs wide road	Area: 14000.00 SQM	North:	As
South:	Plot no 4/BS-2		South:	Per
East:	Plot no 4/BS-3 & 4		East:	Site
West:	50mtrs wide road		West:	Plant

IN WITNESS WHEREOF parties to this LEASE AGREEMENT have set their hands on the date first above written.

Witness No.-1

For and on behalf of Lessor

1 Signature

2 Name

3 Address

Witness No.-2

1 Signature

2 Name

3 Address

उप आवास आयुक्त
उत्तरांचल आवास एवं विकास परिषद
(Deputy Housing Commissioner)
On Behalf of Housing Commissioner

Witness No.-1

1 Signature

2 Name

3 Address D-525/12, Gd. No-11 Ashok Nagar
Delhi-110093.

For Perigee Land & Housing Pvt. Ltd.

Witness NO.-2

1 Signature

2 Name

3 Address R-36, RAMESH PARK, LAXMI NAGAR, DELHI-110093

For and on behalf of Lessee

WITNESS

1. SHARIF KHAN
S/o JAHRED KHAN
R/o CHAND-66 TEHSIL
CHANDABAD

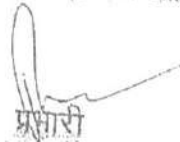
15

WITNESS

2. CHANAT RAM
S/o DHANPAL SINGH
R/o CHAND-66 TEHSIL
CHANDABAD

आज दिनांक 22/12/2016 को
वही सं. 1 जिल्द सं. 5895
पृष्ठ सं. 89 से 130 पर क्रमांक 7853
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रभारी

उप निबन्धक (पंचम)

गाजियाबाद

22/12/2016

DLJ No. 107

22/12/2016

