

T-6616/13

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20



उत्तर प्रदेश UTTAR PRADESH

20AA 230485

Sub-lease Deed

Stamp Duty Paid in Cash Certificate in favour of *m/s AASTHA INFRACITY LIMITED.*
Surya Karishk Tower, 26, Sector-4, Varshali Ghaziabad
in Pursuance of the order of the Collector
No. *Memo* Dated *21/01/13*. Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. *225000000* i.e. *Rs. two crore twenty five lacs only* — x —
(in words Rs. *225000000*)
has been Paid in Cash as stamp Duty in Respect
of this instrument in the State Bank of India
Treasury/Sub Treasury of *NOAA*
by Chalan No. *5090001* Dated *23-01-13*
a Copy of Which is annexed herewith.

24.1.2013

[Signature]

Date

Officer-In-Charge
Treasury

Gautam Budh Nagar

24/01/13

Manager (Builders)

Greater Noida Indl. Dev. Authority

For Aims Golf Town Developers Pvt. Ltd.

For Aastha Infracity Limited

Authorised Signatory

Director



M/s Aastha Infra city Limited.
Off. Surya Kanishk Tower 2G
Sec 4 Vaishali G2B



SUB LEASE DEED

MARKET VALUE	Rs. 45,00,00,000/-
AREA OF PLOT	20000 sq.mtr.
SALE CONSIDERATION	Rs. 159440000
PLOT NO. :	3/GH-04, Sector-04, Greater Noida
STAMP DUTY	2,25,00,000/-

THIS SUB LEASE DEED is made at Greater Noida on this 21st day of March, 2013

BY AND BETWEEN

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) (hereinafter referred to as the **AUTHORITY/Lessor**) which expression shall unless the context does not so admit include its successors and assigns of the **FIRST PART**

AND

M/s. AIMS GOLF TOWN DEVELOPERS PRIVATE LIMITED a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at D-3/10, Paschimi Marg, Vasant Vihar, New Delhi-110057 through its authorised signatory/ Director Sh. Malook Nagar S/o. Late Sh. Rameshwar Dayal Nagar R/o. D-3/10, Vasant Vihar, New Delhi duly authorised by its Board of Directors vide Resolution dated 01.12.2010 (hereafter referred to as the **Developers/Lessee**) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the **SECOND PART**.


AND

M/s AASTHA INFRACITY LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at D-1/85, Second Floor Phase-1, Ashok Vihar, New Delhi through its authorised signatory / Director Sh. Arun Kumar Singh S/o. Lt. Sh. Jagdish Prasad Singh R/o. 402, Nutan Vihar, Kanker Bagh, Patna-20 duly authorised by its Board of Directors vide Resolution dated 29-10-2012 (hereinafter referred to as the **SUB-LESSEE**) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the **THIRD PART**.

WHEREAS

- a) The Authority invited bids under its Scheme Code RTS-01/2010 (I) for allotment of various plots, including **Plot No. GH-04, Sector-04**, Greater Noida District Gautam Budh Nagar (Uttar Pradesh) for development of Residential Township. The permissible uses in this Residential Township are Group Housing, Commercial, Institutional and Parks, Open spaces, Play ground, Roads and Public Parking.

For Aims Golf Town Developers Pvt. Ltd.


Authorised Signatory

For Aastha Infracity Limited


Director


Manager (Builders)
Greater Noida Indl. Dev. Authority

450,000,000.00

उप पट्टा विलेख

(90 वर्ष)

10,000.00

50

10,050.00

2,500

प्रतिफल

मालियत

ओसत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

मै0 आस्था इन्फ्रासिटी लि0 द्वारा अरुण कुमार सिंह

पुत्र श्री

स्व0 श्री जगदीश प्रसाद सिंह

व्यवसाय व्यापार

निवासी स्थायी

डी-1/85 एसएफ फेस-1 अशोक विहार नई दिल्ली

अस्थायी पता

डी-1/85 एसएफ फेस-1 अशोक विहार नई दिल्ली

ने यह लेखपत्र इस कार्यालय में

दिनांक 21/3/2013

समय 3:55PM

बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकर्ता अधिकारी के हस्ताक्षर

(तेज सिंह सादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

21/3/2013

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री संजीव कुमार शर्मा

प्रतिनिधि ग्रे0नौ0ओ0वि0प्रा0 द्वारा विवेक गोयल

प्र0सं0

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी



मै0 आस्था इन्फ्रासिटी लि0 द्वारा अरुण कुमार सिंह

पुत्र श्री स्व0 श्री जगदीश प्रसाद सिंह

पेशा व्यापार

निवासी डी-1/85 एसएफ फेस-1 अशोक विहार नई

दिल्ली



मै0 एम्स गोल्फ टाउन डवल0प्रा0लि0 द्वारा मलुक

नागर

पुत्र श्री स्व0 श्री रामेश्वर दयाल नागर

पेशा व्यापार

निवासी डी-3/10 वसंत विहार नई दिल्ली



- b) The Lessee herein was the successful bidder for **Plot No. GH-04, Sector-04, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh** admeasuring 414353 square metres.
- c) The allotment letter / bid document / brochure provides that the Developers shall get the Lease Deed of the said plot executed in its own name for a period of 90 (Ninety) years from the date of its execution.
- d) The Authority as a Lessor vide Lease Deed dated 10.12.2010 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in Book No. 1 Jild No. 7662, Page No. 1 to 616, Sl. No. 24525 demised the said plot for a period of 90 years from the date of its execution in favour of the Lessee (hereinafter referred to as the Lease Deed) as the Lessee on certain terms and conditions, inter-alia, to develop and / or construct and thereafter transfer the developed plots / flats / units in the following manners –
- The lease deed and bid document further provides that the Lessee will have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
 - The Lessee have the option to sub-lease a maximum 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.
 - After the approval of the lay-out plan from the authority, the Lessee is transferring lease hold rights to Sub-Lessee through this sub lease deed as internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street-lighting, etc. in that area is in progress.
 - The Lessee is executing sub lease deed in favour of Sub-lessee.
 - On execution of this sub-lease deed, the sub-lessee will be bound to comply with the provisions of payment of proportionate share of lease premium, lease rent and all other charges payable to the Authority in the proportionate share of the land area so sublet.
 - The sub-lessee shall have to follow and fully implement the group housing project on this allotted/sub-leased **Plot no.3 of GH-04, Sector-04, Greater Noida** admeasuring **20000 sq.m.**, all the terms and conditions of allotment and lease deed executed by the lessor in favour of Lessee. Any default on the part of such sub-Lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of the Brochure/bid document/lease deed.
 - The layout plan of Developers / Lessee has been approved vide Lessor's letter dated 13-04-2011. The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street lighting etc.
 - As per approved Layout Plan / Master Plan the Residential Township plot, Lessee has further allotted Group Housing **Plot No.3/GH-04, Sector 04, Area 20000 square metres** in the Project namely **GOLF TOWN** being developed

For Aims Golf Town Developers Pvt. Ltd.

Manager (Builders)

Greater Noida Indl. Dev. Authority

For Aastha Infracity Limited

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री अक्षय मल्हौत्रा

पुत्र श्री सतीश मल्हौत्रा

पेशा

निवासी पंजाबी कालौनी धामपुर उ०प्र०

व श्री संजय

पुत्र श्री धर्मेन्द्र प्रसाद

पेशा

निवासी सूर्य कनिष्क टावर वैशाली गाजियाबाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

Malhotra

Sanjay



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

21/3/2013



by the Lessee to **M/s AASTHA INFRACITY LIMITED** (Sub-Lessee) a company incorporated under the companies act 1956 having its registered office at D-1/85, Second Floor Phase-1, Ashok Vihar, New Delhi, sub lease which is being executed through this Sub-Lease Deed.

A. MODE OF PAYMENT AND PAYMENT PLAN

1. All payment should be made through demand drafts/ pay orders drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida/ Greater Noida. The Sub lessee should clearly indicate his name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.
2. The Sub-Lessee have paid **Rs. 1,59,44,000/-** premium and annual lease rent (till 31.03.2013) directly to the Lessee/Lessor. The sub-lessee shall have to pay balance 90% premium @ Rs.7972/- per square metre within 10 years from the date of allotment to Lessee along with interest 12% interest. There shall be a moratorium of 24 months from the date of allotment/ reservation and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in half yearly instalments. After expiry of the moratorium period, the balance 90% premium of the plot along with interest will be paid in 16 half yearly instalments along with interest of Proportionate premium and Lease rent.
3. In case of default in depositing the instalments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
4. All payments should be remitted by due date. In case the due date is a bank holiday then the Sub-lessee should ensure remittance on the previous working day.
5. In case of default, this sub lease deed be considered as cancelled without any further notice and the amount paid to the Lessor by the sub-lessee shall be forfeited. No interest will be paid on such amounts.
6. The payment made by the sub-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.
7. The Lease Rent prevalent at the time of execution of lease deed shall be payable.
8. The total consideration of the plot is **Rs. 15,94,40,000/-** (Rupees Fifteen Crore Ninety Four Lac Forty Thousand only) i.e. @ Rs.7972/- per square metre.
9. The sub-lessee shall have to pay balance 90% premium i.e. Rs. 7972/- per square metre of the plot/sub-leased directly to the Lessor/Authority in the following manner:-

Manager (Builders)
Greater Noida Indl. Dev. Authority

For Aims Golf Town Developers Pvt. Ltd.

For Aastha Infracity Limited

पट्टा दाता

Registration No.: 6616

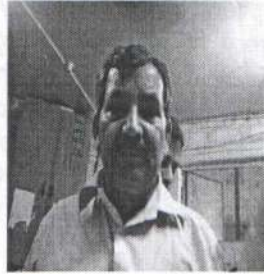
Year : 2,013

Book No. : 1

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नौकरी

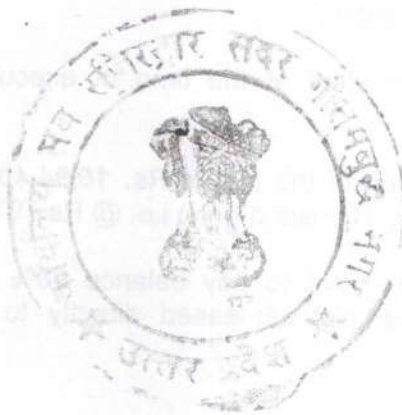


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स्व0 श्री रामेश्वर दयाल नागर

डी-3/10 वसंत विहार नई दिल्ली

व्यापार



Head	Due date	Premium	Interest	Total amount of payable installment	Balance premium
Instalment No.1 (Paid)	23.10.2010	0	8609760	8609760	143496000.00
Instalment No.2 (Paid)	23.04.2011	0	8609760	8609760	143496000.00
Instalment No.3 (Paid)	23.10.2011	0	8609760	8609760	143496000.00
Instalment No.4 (Paid)	23.04.2012	0	8609760	8609760	143496000.00
Instalment No.5 (Paid)	23.10.2012	8968500	8609760	17578260	134527500.00
Instalment No.6	23.04.2013	8968500	8071650	17040150	125559000.00
Instalment No.7	23.10.2013	8968500	7533540	16502040	116590500.00
Instalment No.8	23.04.2014	8968500	6995430	15963930	107622000.00
Instalment No.9	23.10.2014	8968500	6457320	15425820	98653500.00
Instalment No.10	23.04.2015	8968500	5919210	14887710	89685000.00
Instalment No.11	23.10.2015	8968500	5381100	14349600	80716500.00
Instalment No.12	23.04.2016	8968500	4842990	13811490	71748000.00
Instalment No.13	23.10.2016	8968500	4304880	13273380	62779500.00
Instalment No.14	23.04.2017	8968500	3766770	12735270	53811000.00
Instalment No.15	23.10.2017	8968500	3228660	12197160	44842500.00
Instalment No.16	23.04.2018	8968500	2690550	11659050	35874000.00
Instalment No.17	23.10.2018	8968500	2152440	11120940	26905500.00
Instalment No.18	23.04.2019	8968500	1614330	10582830	17937000.00
Instalment No.19	23.10.2019	8968500	1076220	10044720	8968500.00
Instalment No.20	23.04.2020	8968500	538110	9506610	0.00

The premium & Lease rent of the Lessee shall be automatically reduced from the payable instalment(s) and lease rent from the amount to be paid by the Sub-Lessee as proportionate premium and lease rent.

B. EXTENSION OF TIME

1. In exceptional circumstances, the time for the payment of balance due amount may be extended by the LESSOR.
2. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
3. Extension of time, normally, shall not be allowed for more than 60 days for each installment 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.
5. The lease hold rights of the plot sub-leased to the sub-lessee by the Lessee, for the balance period of **90 years** calculated from the date of execution of lease deed i.e. 10-12-2010.

For Aims Golf Town Developers Pvt. Ltd.

For Aastha Infracity Limited

Manager (Builders)

Greater Noida Ind. Dev. Authority

Sl. No.	Name of the Person	Age	Sex	Religion	Marital Status	Occupation	Address	Signature	Remarks
00	0000000000	00000000	00	00	00	00	0000000000		
01	0000000000	00000000	00	00	00	00	0000000000		
02	0000000000	00000000	00	00	00	00	0000000000		
03	0000000000	00000000	00	00	00	00	0000000000		
04	0000000000	00000000	00	00	00	00	0000000000		
05	0000000000	00000000	00	00	00	00	0000000000		
06	0000000000	00000000	00	00	00	00	0000000000		
07	0000000000	00000000	00	00	00	00	0000000000		
08	0000000000	00000000	00	00	00	00	0000000000		
09	0000000000	00000000	00	00	00	00	0000000000		
10	0000000000	00000000	00	00	00	00	0000000000		

पट्टा गृहीता

Registration No. : 6616

Year : 2,013

Book No. : 1

0201 मै0 आस्था इन्फ्रासिटी लि0 द्वारा अरुण कुमार सिंह

स्व0 श्री जगदीश प्रसाद सिंह

डी-1/85 एसएफ फेस-1 अशोक विहार नई दिल्ली

व्यापार



For Astha Infra City Limited

[Handwritten signature]

Manager (Builder)

Director

C. LEASE RENT

In addition to the premium of plot, the sub-lessee shall have to pay yearly lease rent in the manner given below:

- (i) The sub-lessee has paid Annual lease rent @ 1% of total premium to the Lessee/Lessor. The lease rent will be payable by the Sub-lessee to the Lessor @ 1.00 % of premium i.e. **Rs. 15,94,400.00** (Rupees Fifteen Lac Ninety Four Thousand Four only) of the plot for the first 10 years of lease period.
- (ii) The lease rent may 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 @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (v) The sub-lessee shall have to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" before start of execution of further sub lease deeds in favour of final purchasers of the flats on this allotted group housing plot.

However, in case the lease rent is revised by LESSOR, the lease rent prevalent on the date of execution of lease deed shall be payable.

D. POSSESSION

1. Possession of allotted plot will be handed over to the Sub-lessee by the Lessee. After execution of sub-lease deed, the sub-lessee shall be treated as allottee of lessor for the purpose of balance proportionate payments, implementation of the project and compliance of terms and conditions of scheme / lease deed.

E. EXECUTION OF SUB LEASE DEED

The sub-lessee will have to construct on its sub-leased land of the total permissible FAR in the group housing area. The permissible FAR is 2.75, ground coverage 35% and height no limits. After getting the completion certificate and No Dues Certificate/ Full payment from the lessor of this sub-leased plot, permission to further sublease deed in favour of final purchaser of the units / flats constructed will be given. Permission to further tripartite sub lease deed between Lessor, Sub-lessee and final purchaser of the flats to be constructed, will be granted only after full payment of premium and one time lease rent of this sub-leased plot in favour of lessor by the sub-lessee.

F. INDEMNITY

The sub-lessee shall execute an indemnity bond, indemnifying the lessor against all disputes arising out of:

For Aims Golf Town Developers Pvt. Ltd.

For Aastha Infracity Limited

Manager (Builders)
Greater Noida Indl. Dev. Authority

Authorized Signatory

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 Sub-lessee(s) fails to correct such deviation(s) 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 Sub-lessee who hereby agree to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

J. LIABILITY TO PAY TAXES

The Sub-lessee or allottee(s)/final purchasers of sub-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.

K. OVERRIDING POWER OVER THE DORMANT PROPERTIES

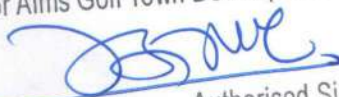
The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same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

L. MAINTENANCE

1. The sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The sub-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 at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all garbage/waste of the sector shall be disposed off at the earmarked place/land fills sites as per the policy of LESSOR for similar sectors.
3. The sub-lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the LESSOR framed/ issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of LESSOR, the LESSOR shall have the right to impose such penalty as the LESSOR may consider just and expedient.

Manager (Builders)
Greater Noida Indl. Dev. Authority

For Aims Golf Town Developers Pvt. Ltd.



For Aastha Infracity Limited


Director

In witnesses whereof the parties have hereunto set their hands on the day, month and the year first above written.

In presence of
Witnesses

1. Mallhotra
Akshay Mallhotra
S/O Shri Satish Mallhotra
R/O Punjabi Colony, Dhampur

Signed for and on behalf of LESSOR

Manager (Builders)
Greater Noida Indl. Dev. Authority

For Aims Golf Town Developers Pvt. Ltd.

[Signature]
Authorised Signatory

Signed for and on behalf of LESSEE

2. Sanjay -
S/O. Sri, Dharmendra -
Suraj Kumar Kataria

For Aastha Infracity Limited

[Signature]
Director

Signed for and on behalf of SUB - LESSEE

Verkhli - G. Z. B -

Manager (Builders)
Greater Noida Indl. Dev. Authority

For Aims Golf Town Developers Pvt. Ltd.

[Signature]
Authorised Signatory

For Aastha Infracity Limited

[Signature]
Director