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ROHIT CHOUDHARY  
ADVOCATE  
SUB REGISTRAR OFFICE  
GREATER NOIDA  
REG. No. D/9015/2018

2024



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

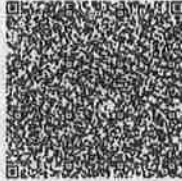
SIGNATURE UNIT

AAC NAME-UDIT BAI SOYA ACC CODE-UPCOLUP14012704

ACC ADDRESS-SEC 31, NOIDA, MOBILE-9371420882

LICENCE NO-174/2020-21 TEHSIL & DISTRICT-G.B. NAGAR

Certificate No. : IN-UP10188198276670S  
Certificate Issued Date : 16-Oct-2020 01:46 PM  
Account Reference : NEWIMPACC (SV)/ up14012704/ GAUTAMBUDDH NAGAR-1/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUP1401270413461219243921S  
Purchased by : STARCITY INFRADEVELOPERS PVT LTD  
Description of Document : Article 35 Lease  
Property Description : PLOT NO. P-3 AND P-4 /TS-2A, SECTOR-22D ,YEIDA , GAUTAM BUDH NAGAR, U.P  
Consideration Price (Rs.) :  
First Party : YEIDA AND ATS REALTY PVT LTD  
Second Party : STARCITY INFRADEVELOPERS PVT LTD  
Stamp Duty Paid By : STARCITY INFRADEVELOPERS PVT LTD  
Stamp Duty Amount(Rs.) : 3,72,74,500  
(Three Crore Seventy Two Lakh Seventy Four Thousand Five Hundred only)



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अजय सिंह

अजय सिंह

प्रबंधक (समिति)

नकुल एक्सप्रेसवे क्षेत्र, दि० प्राधिकरण

For ATS Realty Pvt. Ltd.

Authorised Signatory

Starcity Infradevelopers Pvt. Ltd.

Director

SR 0011613816

## Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at [www.shringstamp.com](http://www.shringstamp.com) or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the authenticity is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



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Director

Director, Intelligence Bureau

REFERENCE NO-1143050-51  
VCC VCCMERS-DEC 21 1904  
VVC NAME-NDLL BV30AVCC CODE-1143050-51  
SIGNATURE

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**SUB LEASE DEED**

MARKET VALUE Rs.53,24,86,100.00  
 AREA OF PLOT 28783.029 Sq. Mtr  
 SALE CONSIDERATION Rs.26,97,77,905.00  
 PLOT NO. : P-03 & P-04/TS-02A, Sector-22D, Yamuna Expressway,  
 District Gautam Budh Nagar, Uttar Pradesh  
 STAMP DUTY Rs.3,72,74,500.00

SUB REGISTERED OFFICE  
 GREATER NOIDA  
 REG. No. D/9015/2018

THIS SUB LEASE DEED is made at Yamuna Expressway Industrial Development Authority on this 04<sup>TH</sup> day of November, 2020.

BY AND BETWEEN

**YAMUNA EXPRESSWAY 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 LESSOR) which expression shall unless the context does not so admit include its successors and assigns of the FIRST PART

AND

**M/s. ATS Realty Pvt. Ltd.** (PAN No. AAKCA8497L), a company incorporated under the Companies Act 1956 and having its registered office at 711/92, Deepali, Nehru Place, New Delhi-110019 through its authorised signatory **Mr. Syed Jafar Raza S/o Late Sh. S.M Hasnain R/o Flat No. 25, Ground Floor, Block-C, Gaur Global Village, Ghaziabad** duly authorised by its Board of Directors vide Resolution dated 14/10/2020 (hereinafter referred to as Developer/ 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. Starcity Infradevelopers Pvt Ltd.** (PAN No. AASCS0417J), a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at 41, First Floor, Friends Colony (East), New Delhi-11065 through its Authorised signatory **Mr. Naveen Kurele S/o. Sh. Om Prakash Kurele R/o 7/169-B, Swaroop Nagar, Kanpur, U.P. - 208002** duly authorised by its Board of Directors vide Resolution dated 14.10.2020 (hereafter 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.

For ATS Realty Pvt. Ltd. Starcity Infradevelopers Pvt. Lt

LESSOR

Authorised Signatory  
 LESSEE

SUB-LESSEE

THE SECRETARY OF DEFENSE  
WASHINGTON, D.C. 20301

OFFICE OF THE SECRETARY OF DEFENSE

ATTENTION: PERSONNEL

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Director

# WHEREAS

- a) The Authority invited bids under its Scheme Code **YEA-RT-03** for allotment of various plots, including Plot No.**TS-02** Sector-**22D**, Yamuna Expressway Industrial Development Authority District Gautam Budh Nagar (Uttar Pradesh) ad-measuring 8,19,105 Sq mtr. area for development of Residential Township.
- b) The Lessee herein was the successful bidder for Plot No.**TS-02**, Sector **22D**, Yamuna Expressway, District Gautam Budh Nagar, and Uttar Pradesh admeasuring **8,19,105** 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 years from the date of its execution.
- d) The Authority as a Lessor vide Lease Deed dated **11.01.2011** duly registered with Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in **Book No.01 Jild No.10121 Page No.01 to 54 Document No.789** 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.
- e) An area measuring **4,09,552.515 Sq mtr.** has been sub leased by the Lessee to Sub Lessee (ATS Realty Pvt. Ltd.) vide Sub-Lease Deed dated 12.06.2013 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in **Book No. 01 jild No. 13472 Page No.107 to 138 Document No-14371** And Supplementary Sub Lease Deed dated 17.10.2013 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in **Book No. 01 jild No. 14304 Page No.315 to 324 Document No-25755**, 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 Sub-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 :-
  - 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 Sub-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 as herein contained in this Sub- Lease deed.
  - The sub-lessee shall have to follow all the terms and conditions of allotment and lease deed executed by the lessor in favour of Lessee. Any default on the part of

For ATS Realty Pvt. Ltd.

Starcity Infradevelopers Pvt. Ltd.

  
प्रबंधक (सम्पत्ति)  
यमुना एक्सप्रेसवे औ. वि. प्राधिकरण

LESSOR

  
Authorised Signatory

LESSEE

  
Director

SUB-LESSEE

आवेदन सं०: 202000743063711

उप पट्टा विलेख

बही सं०: 1

रजिस्ट्रेशन सं०: 20247

वर्ष: 2020

प्रतिफल- 532486100 स्टाम्प शुल्क- 37274500 बाजारी मूल्य - 0 पंजीकरण शुल्क - 5324900 प्रतिलिपिकरण शुल्क - 140 योग : 5325040

श्री मै० स्टारसिटी इन्फ्राडेवलपर्स प्रा० लि० द्वारा  
नवीन कुरेले अधिकृत पदाधिकारी/ प्रतिनिधि.

पुत्र श्री ओमप्रकाश कुरेले

व्यवसाय : अन्य

निवासी: 7/169बी, स्वरुप नगर फानपुर उत्तर प्रदेश-208002



श्री, मै० स्टारसिटी इन्फ्राडेवलपर्स प्रा० लि० द्वारा

नवीन कुरेले अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 04/11/2020

एवं 03:07:56 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रमेश्वर श्रीवास्तव  
उप निबंधक सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

04/11/2020

निबंधक लिपिक





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.

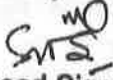
- f) The layout plan of Developers/Lessee has been approved by Lessor vide letter No **Planning/440/BP-08/2013** dated **10 May 2013**. The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street lighting etc.
- g) As per approved Layout Plan of the Builders Residential/ Group Housing plot, Sub Lessee has further transfer Group Housing **Plot No. P-03 & P-04/TS-02A, Sector-22D**, Yamuna Expressway area enumerated in the approved Layout Plan to **M/s Starcity Infradevelopers Pvt. Ltd.** (Sub-Lessee) a company incorporated under the companies Act 1956 having its registered office at **41, First Floor, Friends Colony (East), New Delhi-110065** for which Sub- lease is being executed through this Sub-Lease-Deed.
- h) The Sub-Lessee agree that 35% of total Area of Plot number TS-02A/22D which is reserved/dedicated for Roads and Park and open spaces (herein after referred to as area/common area) shall be incapable of being Sub- Leased Independently. Lessee and sub lessee shall be responsible, jointly and severally for the development and maintenance of such area/common area, and this would be applicable for the entire term of this lease deed, as per the norms of the lessor, as may be fixed or amended from time to time. In the same regards, the Sub-Lessee shall pay to Lessee all charges/payment without any delay and demur, for development/upkeep/maintenance of such area/common areas. That all such payment shall be proportionate to the area sub-leased to Sub-Lessee on pro-rata basis.

In addition to that Sub-lessee agrees to share all expenses proportionately, as stated above, for maintenance/upkeep/development of roads, parks, green belt, laying and connection of entire water, sewer, electricity, storm water line, streetlights, etc. The charges of Electricity Sub-station, its maintenance/upkeep and its related expenses shall also be shared proportionately as stated above. Further, it is agreed between Lessee and Sub-Lessee that every payment/penalty related to Authority and/or Government agencies shall also be shared proportionately by and between the Lessee and Sub-lessee. The lessee shall have to resolve the issue of Development and maintenance of such area/common area jointly with its Sub-Lessee before making any request for permission to Sub- Lease.


- i) For the development and maintenance of such area/common area, The Lessee/ Sub-Lessee or its Sub-Lessee in turn shall have to make adequate financial arrangements to the satisfaction of the Lessor. It is an agreed condition of this Sub-Lease, and be incorporated in further Sub-Lease, that any default in such development and maintenance of Road, Parks and open area of the lessee shall constitute a material breach of the Lease Deed or further Sub -Lease Deed as the case may be and further that in in the event of

**For ATS Realty Pvt. Ltd. Starcity Infradevelopers Pvt. Ltd.**

  
 LESSOR

  
 Authorised Signatory

LESSEE

  
 SUB-LESSEE

आवेदन सं०: 202000743063711

बही सं०: 1

रजिस्ट्रेशन सं०: 20247

वर्ष: 2020

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाता: 1

श्री यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण द्वारा अजय सिंह भाटी के द्वारा संजीव कुमार शर्मा, पुत्र श्री स्व० राम शरण शर्मा

निवासी: यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण व्यवसाय: नौकरी

पट्टा दाता: 2



श्री मै० ए.टी.एस.रियल्टी प्रा० लि० के द्वारा सैय्यद जाफ़र रजा, पुत्र श्री स्व० एस एम हसनैन निवासी: फ्लैट सं-25, भूतल ब्लाक-सी, गौर ग्लोबल विलेज गाजियाबाद

व्यवसाय: नौकरी

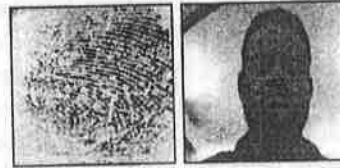
पट्टा गृहीता: 1



श्री मै० स्टारसिटी इन्फ्राडेवलपर्स प्रा० लि० के द्वारा नवीन कुरेले, पुत्र श्री ओमप्रकाश कुरेले

निवासी: 7/169बी, स्वरूप नगर कानपुर उत्तर प्रदेश-208002

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री टिंकू, पुत्र श्री वेदपाल

निवासी: एच-165, गामा-02, गेटर नोएडा

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री सतेन्द्र, पुत्र श्री अजय सिंह

निवासी: एच-165, गामा-02, गेटर नोएडा

व्यवसाय: अन्य





dated 01.12.2014, this demand was later on challenged at Hon'ble Allahabad High Court, and the captioned demand was dismissed by Hon'ble High Court vide its order dated 28.05.2020. However, the same is currently challenged by Authority before Hon'ble Supreme Court as SLP, the same is pending with Hon'ble Supreme Court and the sub lessee will have to abide by the decision of the Hon'ble Supreme Court's order as and when it is pronounced. The total amount due is therefore not conclusive and will be amended basis of the decision on the additional farmer compensation. The payment plan will also be amended accordingly. The Sub-lessee hereby accepts the same and would pay additionally if the Supreme Courts decides for Lessee to pay.

6. In case of default in depositing the instalment or any payment, interest @ 11.50% (8.50% Simple Interest + 03% Default Interest) compounded half yearly shall be liveable for defaulted period on the defaulted amount and interest shall be subjected to the revision on 01<sup>st</sup> January & 01<sup>st</sup> July of each year as per GO No.1567/77-4-20-36N/20, Dated 09<sup>th</sup> June 2020.
7. 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.
8. 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.
9. 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.
10. The Lease Rent prevalent at the time of execution of lease deed shall be payable.

#### B. NORMS OF DEVELOPMENT

The land use breakup of the plot shall be as per the byelaws of the YEIDA.

#### C. EXTENSION OF TIME

1. In exceptional circumstances, the time for the payment of balance due amount of Installment (other than reservation money and allotment money) may extended by the YEA. However, in such area of time extension, interest @ 13.50 % per annum compounded half yearly shall be charged on the outstanding amount for such extension period.
2. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

For ATS Realty Pvt. Ltd.

Authorised Signatory

LESSEE

Starcity Infradevelopers Pvt. Ltd.

Director

SUB-LESSEE

LESSOR

Director

#### D. LEASE RENT

- (i) The total dues of Lease Rent calculated in proportion to the sub-leased area on pro-rata basis comes out to be Rs.1,50,25,000.00 upto 30.06.2020. This has already been paid by the Sub-Lessee.
- (ii) The Sub Lessee has paid Rs1,50,10,637.45 as One Time Lease Rent being 11% of total premium of the Plot.

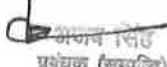
#### E. POSSESSION

Possession of sub-leased 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 brochure/ lease deed.

#### F. EXECUTION OF SUB LEASE DEED

1. On execution of sub lease deed sub lessee will be bound to comply with the provision of payments share of lease premium of land area so sublet lease rent and all other charges payable to the YEIDA. In the proportionate share of the land area sublet such sub lessee shall be treated as an independent entity for purposes of land use building bye laws and payments to the YEIDA. Sub- lessee shall obtain NOC from the lessor before allotting any built up space to anybody.
2. Any default on the part of sub lessee to fully implement the terms and conditions of the lease deed or the scheme shall not be automatically considered as default of the lessee as has been mentioned in the scheme brochure including cancellation of the Sub- Lease and forfeiture of the premium etc. as per the terms and condition of the brochure.
3. The Lessor will monitor the implementation of the Project.
4. In case of default render the sub lessee liable for cancellation and the sub lessee will not be paid any compensation thereof.
5. The sub lessee shall execute an indemnity bond indemnifying the LESSOR unequivocally against any consequences of a situation where the LESSOR is not able to give possession of the acquired land and/or of the un-acquired land. In such a situation the liability of the LESSOR shall be limited to refund, without interest to the sub-lessee the deposit if any made by the sub lessee against that portion of the land of which possession could not be delivered to the sub -lessee by the LESSOR.
6. The Sub- Lessee will have to earmark areas for multi-storey/ independent flats/ houses and plotted and permissible ground coverage & FAR shall be as per permissible regulations

For ATS Realty Pvt. Ltd. Starcity Infradevelopers Pvt. Ltd.

  
प्रबंधक (सम्पत्ति)  
समुदाय एवं संप्रदाय और वि० प्राधिकरण

LESSOR

  
Authorised Signatory

LESSEE

  
Director

SUB-LESSEE

It is the policy of the United States to support the people of the Republic of China in their struggle for freedom and democracy. This policy is based on the principle that all peoples have the right to self-determination and to the enjoyment of their basic rights and freedoms.

The United States is committed to the principle of self-determination and to the support of the people of the Republic of China in their struggle for freedom and democracy. This commitment is based on the principle that all peoples have the right to self-determination and to the enjoyment of their basic rights and freedoms.

### THE UNITED STATES POLICY

The United States is committed to the principle of self-determination and to the support of the people of the Republic of China in their struggle for freedom and democracy. This commitment is based on the principle that all peoples have the right to self-determination and to the enjoyment of their basic rights and freedoms.

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7. After the approval of layout plan from the lessor, the sub lessee shall have the option to further Sub Lessee may also develop the demised plot in the shape of individual flats/residential plots and that for shops and thereafter further Sub-Lessee the same in accordance with the provisions contained hereinafter. Provided that Sub- Lessee shall Sub- lease an area only after the internal Development work such as Internal roads, sewerage, drainage, culverts, water supply, electricity, distribution/ transmission lines street lightening etc. in that area is in full swing.
8. The Sub-Lessee can implement/ develop the project through its multiple subsidiary companies with the prior approval of the Lessor. The Sub- Lessee/ Allottee who develop the project through its subsidiary company shall be entitled for Sub- leasing the portion of allotted/ sub leased plot/built-up area in favour of the subsidiary companies and the first transfer by of the said allotted/leased land/built- up area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/ sub -lessee transfer charges as per prevailing policy (at the time of transfer) of the Lessor shall be payable.
9. The permission to transfer the part or the built-up space will be granted subject to evacuation of tripartite Sub- lease deed which shall be executed in forms and format as prescribed by the Lessor on the fulfilment of the following condition –
  - a. The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot interest and one time lease rent. Permission of sub lease deed shall be granted phase wise on payment of full payment (with interest up to the date of deposit) of the plot area of that phase.
  - b. Every sale done by the Sub- Lessee shall have to register before the physical possession of the property is handed over.
  - c. Sub-Lessee has to obtain building occupancy certificate from Planning Department YEIDA (Lessor).
  - d. The Sub-Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
  - e. Sub-Lessee shall have to execute tripartite sub lease in favour of the final purchaser/s for the developed flats/ plots in the form and format as prescribed by the Lessor.
  - f. The Sub-Lessee undertakes to put to use the premises for the residential use of residential area only.
  - g. The Sub-Lessee shall pay an amount of Rs 1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute tripartite sub lease deed between Lessor, Sub- Lessee and final purchaser of the developed flats/plots. The Lessee /Sub – Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as Sub –Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/Government of UP.

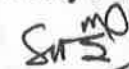
For ATS Realty Pvt. Ltd.

Starcity Infradevelopers Pvt. Ltd.

  
प्रबंधक (सम्पत्ति)

यमुना एक्सप्रेसवे जी० डी० प्राधिकरण

LESSOR

  
Authorised Signatory

LESSEE

  
Director

SUB-LESSEE

100-443887-100





- h. The transfer charges shall not be payable in case of transfer between Son/ daughter, husband/wife mother/father and vice versa or between these six categories. A processing fess of Rs. 1000/- will be payable in such cases. The transfer of the flat in favour of the 1<sup>st</sup> sub -lessee shall be allowed without any transfer charges but tri partite sub lease deed will be executed between Lessor, Sub- Lessee and final purchaser of the developed flats/plots. However a processing fees of Rs 1000/- will be payable at the time of transfer/execution of the sub lease deed. The physical possession of the dwelling units/flats/plots will be permitted to be given after execution of tripartite Sub- lease deed.
- i. Every transfer done by the Sub-Lessee shall have to be registered before the physical possession of the flat/ plot is handed over.

## G. INDEMNITY

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

1. Non-completion of the Project.
2. Quality of construction
3. Any other legal dispute arising out of allotment, lease, sub-lease etc.

The sub-lessee shall be wholly and solely responsible for implementation of the Project and except the land which it has subleased to any individual or entity shall also wholly & solely be responsible for ensuring quality development and subsequent maintenance of the buildings and services till such time, an appropriate alternate agency for such work/ responsibility is identified legally by the sub-lessee. Thereafter the agency appointed by the Sub-lessee will be responsible to the Authority for maintenance and service of the constructed flats/ buildings.

## H. CONSTRUCTION

1. The sub-lessee is required to submit building plan for approval within 9 months from the date of execution of this sub lease deed and shall start construction within 18 months.
2. Date of execution of Sub-lease deed shall be treated as the date of possession. The sub-lessee shall be required to complete the construction of group housing pockets on sub-leased plot as per approved layout plan and get the occupancy certificate issued from Building Cell/Planning Department of the LESSOR in maximum 7 phases within a period of 10 years from the date of execution of Sub lease deed. The Lessee/sub lessee shall be required to complete the construction of minimum FAR as per the bye laws of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of Sub lease deed.

In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the LESSOR within a period of 5 years from the date of execution of Sub lease deed.

For ATS Realty Pvt. Ltd. Starcity Infradevelopers Pvt. Ltd.

अजय सिंह  
निर्देशक (सम्पत्ति)  
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

Authorised Signatory

Director

LESSOR

LESSEE

SUB-LESSEE

The following information is being furnished to you for your information and is not intended to constitute an offer of insurance or any other financial product. The information is being provided to you for your information only and should not be relied upon as a basis for any investment decision. The information is being provided to you for your information only and should not be relied upon as a basis for any investment decision.

## DISCLOSURE

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Department of Health and Human Services

Office of the Secretary

Washington, D.C. 20492

Page 1

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, and sewerage will be provided by the Lessor. 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 sub-lessee. The lessee shall provide access to the sub-leased plot as per current approved Layout Plan/ Master plan of the project.
4. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
  - For first year the penalty shall be 4% of the total premium.
  - For second year the penalty shall be 5% of the total premium.
  - For third year the penalty shall be 6% of the total premium.

Extension for more than three years normally will not be permitted.

5. In case the sub-lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed/sub-lease deed as the case may be, shall be liable to be cancelled. Sub-Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. There shall be total liberty at the part of Lessee/Sub- Lessee to decide the size of the flats/ plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development.

#### I. MORTGAGE

The Sub-Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by sub-lessee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the LESSOR, developer and the financial institution(s)/ Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

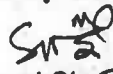
Provided that in the event of sale or foreclosure of the mortgaged/charged property the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

The LESSOR'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

For ATS Realty Pvt. Ltd.

Starcity Infradevelopers Pvt. Ltd.

  
অজিত কলিতা  
প্রবন্ধক (সম্পত্তি)

  
Authorised Signatory

  
Director

মুম্বাই প্রদেশের আইন  
LESSOR

LESSEE

SUB-LESSEE

1. The first of the main points to be considered is the question of the scope of the investigation. It is suggested that the investigation should be limited to the period from the beginning of the year 1960 to the end of the year 1961. This period is suggested because it is the period during which the majority of the cases were reported.

2. The second of the main points to be considered is the question of the method of investigation. It is suggested that the investigation should be carried out by a committee of experts in the field of the subject. This committee should be composed of representatives of the various departments concerned, and should be given the necessary powers to carry out its duties.

3. The third of the main points to be considered is the question of the results of the investigation. It is suggested that the results of the investigation should be reported to the Council of the University. This report should be in the form of a paper, and should be presented at a meeting of the Council.

4. The fourth of the main points to be considered is the question of the conclusions of the investigation. It is suggested that the conclusions of the investigation should be based on the results of the investigation, and should be presented in the form of a paper.

5. The fifth of the main points to be considered is the question of the recommendations of the investigation. It is suggested that the recommendations of the investigation should be based on the conclusions of the investigation, and should be presented in the form of a paper.

6. The sixth of the main points to be considered is the question of the implementation of the recommendations of the investigation. It is suggested that the implementation of the recommendations of the investigation should be carried out by the various departments concerned, and should be reported to the Council of the University.

7. The seventh of the main points to be considered is the question of the monitoring of the implementation of the recommendations of the investigation. It is suggested that the monitoring of the implementation of the recommendations of the investigation should be carried out by a committee of experts in the field of the subject.

8. The eighth of the main points to be considered is the question of the evaluation of the investigation. It is suggested that the evaluation of the investigation should be carried out by a committee of experts in the field of the subject.



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involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

#### J. MISUSE, ADDITIONS, ALTERATIONS ETC.

In case of violation of any of the conditions, allotment shall be liable to be cancelled and possession of the premises along with the structure(s) thereon, if any, shall be resumed by the LESSOR.

The sub-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 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.

#### K. 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.

#### L. OVERRIDING POWER OVER THE DORMANT PROPERTIES

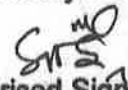
The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same 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.

#### M. 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.

For ATS Realty Pvt. Ltd. Starcity Infradevelopers Pvt. Ltd.

अजय सिंह  
प्रबंधक (सम्पत्ति)  
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण  
LESSOR

  
Authorised Signatory

LESSEE

  
Director

SUB-LESSEE

1. The Commission is composed of the following members:

2. The Commission is organized as follows:

3. The Commission is authorized to do the following:

4. The Commission is authorized to do the following:

5. The Commission is authorized to do the following:

#### ARTICLE IV

6. The Commission is authorized to do the following:

#### ARTICLE V

7. The Commission is authorized to do the following:

#### ARTICLE VI

8. The Commission is authorized to do the following:

9. The Commission is authorized to do the following:





- 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/landfills 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.
5. The sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the LESSOR will have the power to get the maintenance done through any other Authority and recover the amount so spent from the sub-lessee. The sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the sub-lessee. No objection to the amount spent for maintenance of the building by the Lessee/LESSOR shall be entertained and decision of the LESSOR in this regard shall be final.

#### N. CANCELLATION OF SUB-LEASE DEED

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 sub-Lease in the case of:

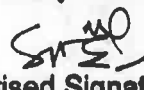
1. Sub-lease being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the Sub-lessee for breach/ violation of terms and conditions of and/ or non-deposit of due amounts.
4. If at the time of cancellation, the plot is occupied by the sub-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 LESSOR with structure thereon, if any, and the sub-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 and no separate notice shall be given in this regard.
5. If the Sub-lease deed is cancelled on the ground mentioned in para M1. above, the entire amount deposited by the sub-lessee, till the date of cancellation shall be forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.


#### O. OTHER CLAUSES

For ATS Realty Pvt. Ltd.

Starcity Infradevelopers Pvt. Ltd.

अजय सिंह  
प्रबंधक (सम्पत्ति)  
समुदाय विकास एवं शहरी विकास प्राधिकरण  
LESSOR

  
Authorised Signatory  
LESSEE


  
Director  
SUB-LESSEE



Authorized Signature

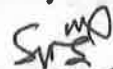
Stacey Interiors Pvt. Ltd.

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessee control, the Lessee is unable to make allotment or facilitate the sub-lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
4. If the Sub-Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee/sub- lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Sub- Lessee's cost and charge damages from the Sub-Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor 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 Sub Lease Deed 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 Lessor will monitor the implementation of the project.
8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges liveable from time to time Lessor or any other authority duly empowered by them to levy the tax/charges.
9. In case of default of condition in brochure/tender documents and bye-laws of the lessor, render the sub-lease liable for cancellation and the sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities cannot 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 Sub-Lessee shall not be allowed to assign or change his role, otherwise the sub-lease deed shall be cancelled and entire money deposited shall be forfeited.

  
 अध्यक्ष (समिति)  
 यमुना एक्सप्रेसवे डी० वि० प्राधिकरण

LESSOR

For ATS Realty Pvt. Ltd.

  
 Authorised Signatory

LESSEE

Starcity Infradevelopers Pvt. Ltd.

  
 Director

SUB-LESSEE

1. The first thing I noticed when I stepped out of the plane was the fresh air. It felt like I had been in a bubble for the last few days.

2. The second thing I noticed was the beautiful view of the city below. The lights were still on, and the streets were filled with people.

3. The third thing I noticed was the sound of the city. It was a mix of car horns, people talking, and the hum of the city.

4. The fourth thing I noticed was the smell of the city. It was a mix of fresh air, city smells, and the smell of the city.

5. The fifth thing I noticed was the feeling of the city. It was a mix of excitement, anticipation, and the feeling of being home.

6. The sixth thing I noticed was the sight of the city. It was a mix of old buildings, modern skyscrapers, and the city skyline.

7. The seventh thing I noticed was the taste of the city. It was a mix of fresh air, city smells, and the taste of the city.

8. The eighth thing I noticed was the touch of the city. It was a mix of fresh air, city smells, and the touch of the city.

9. The ninth thing I noticed was the sound of the city. It was a mix of car horns, people talking, and the hum of the city.

10. The tenth thing I noticed was the smell of the city. It was a mix of fresh air, city smells, and the smell of the city.

11. The eleventh thing I noticed was the feeling of the city. It was a mix of excitement, anticipation, and the feeling of being home.

12. The twelfth thing I noticed was the sight of the city. It was a mix of old buildings, modern skyscrapers, and the city skyline.



OFFICE OF THE ASSISTANT SECRETARY FOR PUBLIC AFFAIRS

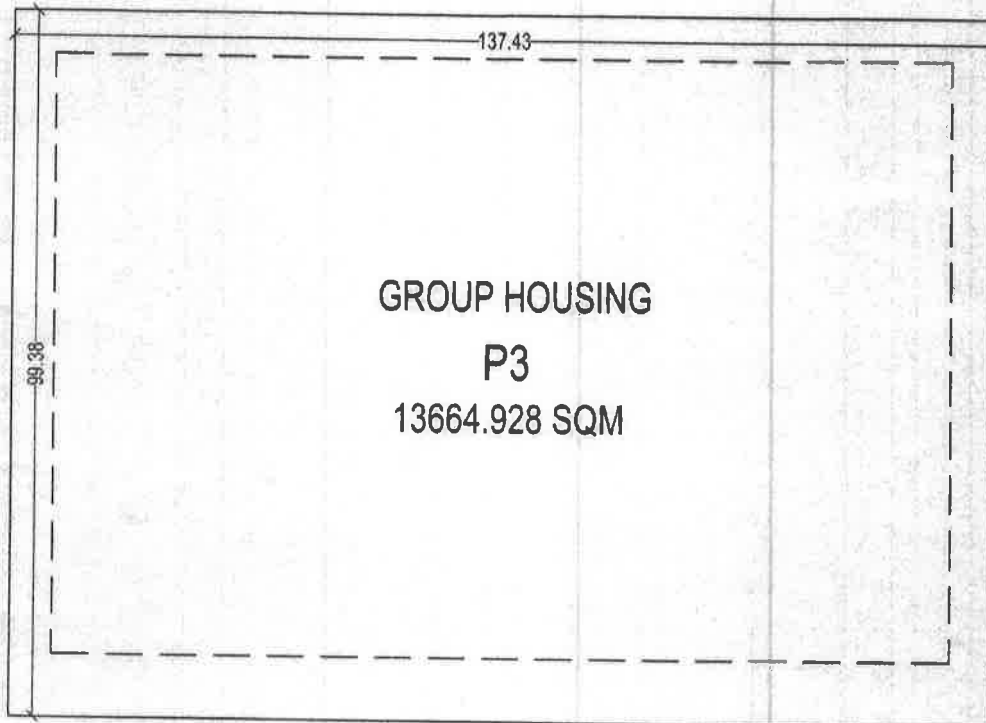
2019

2019

2019

45 M WIDE ROAD

30 M WIDE ROAD



30 M WIDE ROAD

TOTAL PLOT AREA FOR P3- 13664.928 Sqm.



SUB LEASE PLAN FOR  
PLOT NO. P3/TS-02A,  
SECTOR 22-D,  
YAMUNA EXPRESSWAY INDUSTRIAL  
DEVELOPMENT AUTHORITY

M/s ATS REALTY PVT. LTD.  
711/ 92, DEEPALI, NEHRU PLACE,  
NEW DELHI-110019

ARCHITECT'S SIGNATURE

Ar. Gaurav Sood  
CA/2011/52656

अजय सिंह  
प्रबंधक (सम्पत्ति)  
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

LESSOR

For ATS Realty Pvt. Ltd.

Authorised Signatory  
LESSEE

Starcity Infradevelopers Pvt. Ltd.

SUB-LESSEE Dire

UNITED STATES

DEPARTMENT OF JUSTICE

19

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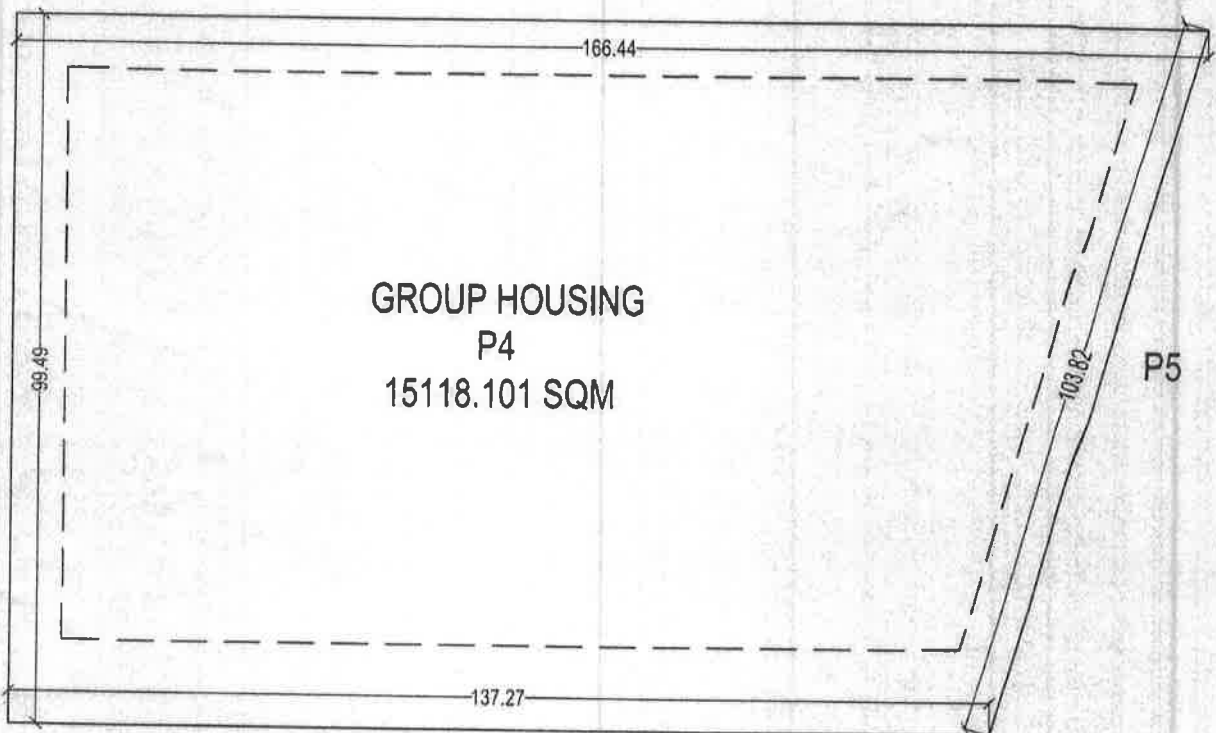


Authorized Signatory



45 M WIDE ROAD

P3



30 M WIDE ROAD



**TOTAL PLOT AREA FOR P4- 15118.101 Sqm.**

SUB LEASE PLAN FOR  
PLOT NO. P4/TS-02A,  
SECTOR 22-D,  
YAMUNA EXPRESSWAY INDUSTRIAL  
DEVELOPMENT AUTHORITY

M/s ATS REALTY PVT. LTD.  
711/ 92, DEEPALI, NEHRU PLACE,  
NEW DELHI-110019

ARCHITECT'S SIGNATURE-

*Gaurav Sood*  
Ar. Gaurav Sood  
CA/2011/52656

अजय सिंह  
प्रबंधक (आवास)  
यमुना एक्सप्रेसवे औद्योगिक प्राधिकरण

LESSOR

For ATS Realty Pvt. Ltd.

*Sr. MD*  
Authorised Signatory  
LESSEE

Starcity Infradevelopers Pvt. Ltd.

*Director*  
SUB-LESSEE  
Director



For Attestation: J. M. L.

Authorized Signatory

Specialty Interdevelopment, Inc. Ltd.

016

13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessee is not able to give possession of the land in any circumstances, deposited money will be refunded to the sub-lessee with simple interest.
15. All terms and conditions of brochure and its corrigendum, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

### Schedule of Plot

Sub- Leased area marked as Plot No. P-03 & P-04/TS-02A, Area- 28,783.029 Sqm in the layout plan approved by the Lessor Vide letter No. **Plan/440/BP-08/2013** dated **10.05.2013** in the plot No. **TS-02/A, Sector-22D** Yamuna Expressway Industrial Development Authority in the Distt. Gautam Budh Nagar (U.P) along with undivided impartibly unidentified lease hold rights in the portion of the said plot as per the enclosed plan and bounded as follows:-

East: }  
West: } → As per Plan Attached  
South: }  
North: }

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. Tinku S. Vadpal  
H-165, Eana II  
Gr. Hord 9

2. Sahendra S. Arab Singh  
H-165, Eana II  
Gr. Hord 9

Signed for and on behalf of LESSOR  
For ATS Realty Pvt. Ltd.

Authorised Signatory

Signed for and on behalf of LESSEE  
Starcity Infradevelopers Pvt. Ltd.

Director

Signed for and on behalf of SUB- LESSEE

For ATS Realty Pvt. Ltd.

Authorised Signatory

Starcity Infradevelopers Pvt. Ltd.

Director

LESSOR

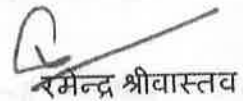
LESSEE

SUB-LESSEE

आवेदन सं०: 202000743063711

बही संख्या 1 जिल्द संख्या 37567 के पृष्ठ 157 से 216 तक क्रमांक  
20247 पर दिनांक 04/11/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
रमेश श्रीवास्तव

उप निबंधक : सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

04/11/2020

DLI JVN 48668 STA 102

