



11

Stamp Duty Paid in Cash Certificate in favour of M/s Aims Golf Town Developers Pvt. Ltd. R-10/11/12 Ansul chamber-1, 2, Bhikaji Cama Place, New Delhi  
In Pursuance of the order of the Collector No. 1007 Dated 18/11/10 Passed under section 10-A of the Stamp Act. It is certified that an amount of Rs. 82026800/- (Rs. Eight crore twenty six twenty six thousand one hundred and eight hundred only) has been Paid in Cash as stamp Duty in respect of this instrument in the State Bank of India/ Treasury/Sub Treasury of Noida by Challan No. 113039 Dated 15/11/10 a Copy of Which is annexed herewith.

Date 18/11/10

बैंक

Officer-in-Charge  
Treasury  
Gautam Budh Nagar

प्रबन्ध विलेस  
ग्रेटर नोइडा नायिमरण

For Aims Golf Town Developers Pvt. Ltd.

Authorised Signatory

361

58) 1000000

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M/s Aims Golf Town Develop  
Pvt Ltd.

R-10, 11, 12 Ansal Chamber - I

3 Bhikaji Cama Place N.D.

БАДАИ. 8.0 АВГУСТ 1990



बीस रुपये

₹.20

RS.20

TWENTY  
RUPEES

INDIA

INDIA NON JUDICIAL

01

उत्तर प्रदेश

UTTAR PRADESH

14AA 055385

Stamp Duty Paid in Cash Certificate in favour of  
Ltd. R-10, 11, 12 Ansal Chamber, 1, 3, Bhikaji Cama Place

In Pursuance of the order of the Collector  
No. 10012 Dated 07/12/10 issued under  
section 10-A of the Stamp Act. It is certified that  
an amount of Rs. 3,39,37,200/- (Ru. Three crore thirty nine lac Thirty  
(in words Rs. seven thousand two hundred only)

has been Paid in Cash as stamp Duty in Respect  
of this instrument in the State Bank of India  
Treasury/Sub Treasury of  
by Challan No. 109002 Dated 07/12/10

a Copy of Which is annexed herewith.

Date 07/12/2010

Officer-in-Charge

Treasury

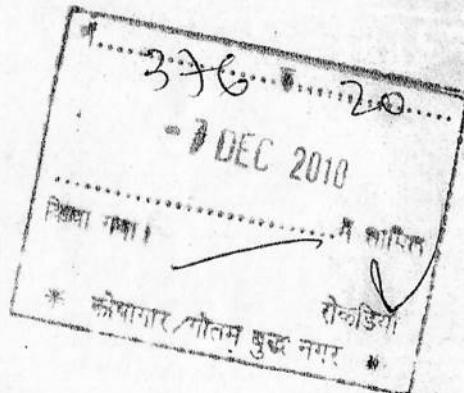
Gautam Budh Nagar

07/12/10

प्रबन्धक दिल्ली  
ग्रेटर नोडा प्राधिकरण

For Aims Golf Town Developers Pvt. Ltd.

Authorised Signatory



MIS AIMS Golf Town  
Developers Pvt. Ltd  
N. Delhi

₹58,207,473.00

पट्टा विलेख

(90 वर्ष)

10,000.00

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10,050.00

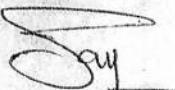
2,500

श्री / श्रीमती पति फल मालियत आसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग  
संजीव कुमार शर्मा प्रतिनिधि ग्रेनौओविप्राओ द्वारा संतोष कुमार  
पुत्र / पत्नी श्री

पेशा

निवासी स्थायी ग्रेनौओविप्राओ गौतमबुद्धनगर  
अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 10/12/2010 समय 5:27PM  
वजे निवासन हेतु पेश किया।





  
(राजिवहादुर सिंह)

उपनिवन्धक, सदर  
गौतमबुद्धनगर

10/12/2010



निष्पादन लेखपत्र वाद मुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त  
पट्टा दाता

श्री/श्रीमती संजीव कुमार शर्मा  
प्रतिनिधि श्री ग्रेनौओविप्राओ द्वारा संतोष कुमार



पट्टा गृहीता

श्री/श्रीमती मैं १५ अर्डेम्प्लास गोल्फ स्टाइन डेवलॉपमेंट  
प्राओलि द्वारा डम्प्लॉम्लूक नागर  
पुत्र/पत्नी श्री स्व० रामेश्वर दयाल नागर

पेशा व्यापार  
निवासी डी-10/3 वसंत विहार नई दिल्ली

पुत्र/पत्नी श्री  
पेशा नौकरी

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री आमिर सिकन्दर

पुत्र श्री अब्दुर रहमान

पेशा

निवासी 171 भाटवाडा मरठ उप्रा

व श्री नीरज मलिक

पुत्र श्री कर्नेल आर०एस० मलिक

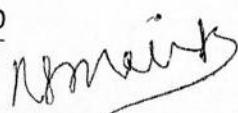
पेशा व्यापार

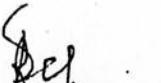
निवासी 502 डिम्पल अपार्टमेंट 4 ई आशा नगर कालीकली इस्ट

ने की।



प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

  
Rajiv Bahadur Singh

  
(राजिवहादुर सिंह)  
उपनिवन्धक, सदर  
गौतमबुद्धनगर  
10/12/2010

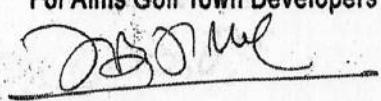


उत्तर प्रदेश UTTAR PRADESH

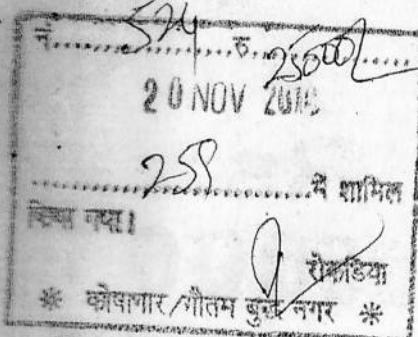
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प्रबन्ध  
योग्य  
प्रतिकरण

For Aims Golf Town Developers Pvt. Ltd.



Authorised Signatory



Registration No 24525

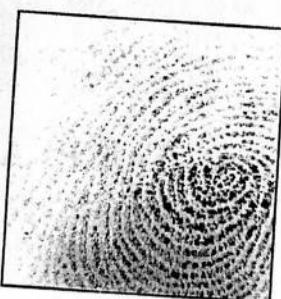
पट्टा दाता

Year : 2010

Book No.

०-१०१ संजीव कुमार शर्मा प्रतिनिधि ग्रे०न०००००वि०प्रा० द्वारा संतोष कु

ग्रेनौओविप्रा० गौतमबुद्धनगर  
नौकरी ०

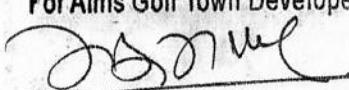


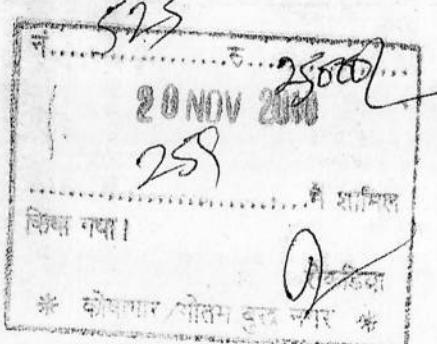


उत्तर प्रदेश UTTAR PRADESH

A 730002

For Aims Golf Town Developers Pvt. Ltd.

  
Authorised Signatory



पट्टा गृहीता

Registration No. 24525

Year : 2010

Book No. 1

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स्व0 रामेश्वर दयाल नागर  
डी-10/3 वसंत विहार नई दिल्ली  
व्यापार



LEASE DEED (RESIDENTIAL TOWNSHIP)

This lease deed is made at Greater Noida on the 09<sup>TH</sup> DECEMBER 2010 between the **Greater Noida Industrial Development Authority**, a body corporate constituted under Section 3 read with Section 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) (hereinafter called the 'Lessor' which expression shall unless the context does not so admit, include its successors and assigns) of the One Part and **M/s AIMS GOLF TOWN DEVELOPERS PVT.LTD.** a Company/SPC incorporated under the Indian Companies Act 1956, having its registered office at R-10, 11, 12, Ansal Chamber-1, 3, Bhikaji Cama Place, New Delhi through Its Director **Mr. MALOOK NAGAR S/o LATE RAMESHWAR DAYAL NAGAR R/o D-10/3, VASANT VIHAR, NEW DELHI** duly authorized by its Board of Directors vide resolution dated 1.12.2010 hereinafter called the Lessee, which expression shall unless the context does not so admit, include its executors, successors in office, administrators, representatives and permitted assigns of the other part;

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

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential township according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the **CONSORTIUM CONSISTING OF** –

- M/s Aims Promoters Pvt.Ltd.
- M/s AMR Construction Ltd.
- M/s Narne Estates Pvt.Ltd.

the Residential Township Plot No. GH-04, SECTOR-04, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No. PROP/TOWNSHIP/2010/2221 dated 04<sup>th</sup> March 2010 and Allotment Letter No. Builders/2010/1489 dated 23.04.2010 and for the development and marketing of Residential Township purposes as mentioned as in bid document / brochure on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

AND WHEREAS the Lessor approved the name and status of **M/s Aims Golf**

प्रौद्योगिकी विकास  
कार्यालय  
गोदान प्राधिकरण  
LESSOR

For Aims Golf Town Developers Pvt. Ltd.  
  
1  
Authorised Signatory

LESSEE



Town Developers Pvt.Ltd. on the request of consortium members (as mentioned above), in accordance with the Clause-C-7(e) of the brochure of the scheme, to develop and market the project on demarcated plot No.GH-04, Sector-04, GREATER NOIDA. The actual area of the plot as per lease plan is 176090.13 square metre of which this lease deed is being executed.

AND WHEREAS the Lessee is a Special Purpose Company comprising of-

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/s Aims Promoters (P) Ltd.	80%	Lead Member
2	M/s Narne Estates Private Limited	10%	Relevant Member
3	M/s AMR Constructions Limited	10%	Relevant Member

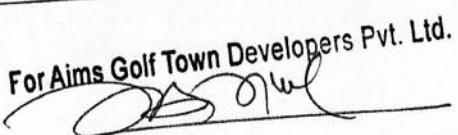
And it has been represented to the Lessor that the Special Purpose Company members have agreed amongst themselves that M/s Aims Promoters Pvt. Ltd., having its office at R-10,11 & 12, Ansal Chamber-1, 3, Bhikaji Cama Place, New Delhi shall remain always be the Lead Member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

I NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 140,37,90,516.00 (Rupees One Hundred Forty Crore Thirty Seven Lac Ninety Thousand Five Hundred Sixteen only) out of 10% premium which is Rs. 14,03,79,052.00 (Rs. Forteen Crore Three Lac Seventy Nine Thousand Fifty Two Only) has been paid by the Lessee, the receipt whereof the Lessor do hereby acknowledge. The balance amount to be paid as per payment plan given below :-

Instalment	Due date	Payable Premium	Payable Interest	Total payable instalment	Balance premium	Remarks
	-	-	-	-	-	-
Instalment No.1	23.10.2010	0.00	75804688.00	75804688.00	1263411465.00	Paid
Instalment No.2	23.04.2011	0.00	75804688.00	75804688.00	1263411465.00	Due
Instalment No.3	23.10.2011	0.00	75804688.00	75804688.00	1263411465.00	-do-
Instalment No.4	23.04.2012	0.00	75804688.00	75804688.00	1263411465.00	-do-
Instalment No.5	23.10.2012	78963217.00	75804688.00	154767905.00	1184448248.00	-do-

प्राप्तिक विलय  
ग्राम नोंदा प्राधिकरण  
LESSOR

For Aims Golf Town Developers Pvt. Ltd.  




Instalment No.6	23.04.2013	78963217.00	71066895.00	150030112.00	1105485031.00	-do-
Instalment No.7	23.10.2013	78963217.00	66329102.00	145292319.00	1026521814.00	-do-
Instalment No.8	23.04.2014	78963217.00	61591309.00	140554526.00	947558597.00	-do-
Instalment No.9	23.10.2014	78963217.00	56853516.00	135816733.00	868595380.00	-do-
Instalment No.10	23.04.2015	78963217.00	52115723.00	131078940.00	789632163.00	-do-
Instalment No.11	23.10.2015	78963217.00	47377930.00	126341147.00	710668946.00	-do-
Instalment No.12	23.04.2016	78963217.00	42640137.00	121603354.00	631705729.00	-do-
Instalment No.13	23.10.2016	78963217.00	37902344.00	116865561.00	552742510.00	-do-
Instalment No.14	23.04.2017	78963217.00	33164551.00	112127768.00	473779295.00	-do-
Instalment No.15	23.10.2017	78963217.00	28426758.00	107389975.00	394816078.00	-do-
Instalment No.16	23.04.2018	78963217.00	23688965.00	102652182.00	315852861.00	-do-
Instalment No.17	23.10.2018	78963217.00	18951172.00	97914389.00	236889644.00	-do-
Instalment No.18	23.04.2019	78963217.00	14213379.00	93176596.00	157926427.00	-do-
Instalment No.19	23.10.2019	78963217.00	9475586.00	88438803.00	78963210.00	-do-
Instalment No.20	23.04.2020	78963210.00	4737793.00	83701003.00	0.00	-do-

Lessee has opted to pay annual lease rent (till start for execution of sub-lease deed) and accordingly paid one year lease rent in advance i.e. Rs. 1,40,37,905.00 (Rupees One Crore Forty Lac Thirty Seven Thousand Nine Hundred and Five Only) at the rate of 1% of the total premium of the plot. In case of default lessee shall have to pay interest @ 15% p.a. compounded six monthly.

The Lessor doth hereby demise and lease to the lessee, all that plot of land numbered as **Plot No. GH-04** situated in **Sector- 04, allotted under the Scheme Code RTS-01/2010 (I)** in the Greater Noida District Gautam Budh Nagar contained by measurement of **176090.13 Square Meters**, be the same, a little more or less, and bounded: -

ON THE NORTH BY  
ON THE SOUTH BY  
ON THE EAST BY  
ON THE WEST BY

AS PER LEASE PLAN ATTACHED

and which said plot is more clearly-delineated and shown in the attached plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the lessee to the term of 90 (Ninety) years commencing from (the date of execution of the lease deed) **09<sup>th</sup> December 2010** except and always reserving to the Lessor on the terms and conditions mentioned below:-

Lessor invited sealed tenders in two-bid system in the prescribed Application/Tender Form for allotment of RESIDENTIAL TOWNSHIP and Lessee has been allotted plot No.GH-04 Sector 04, GREATER NOIDA measuring 176090.13 sq.m..

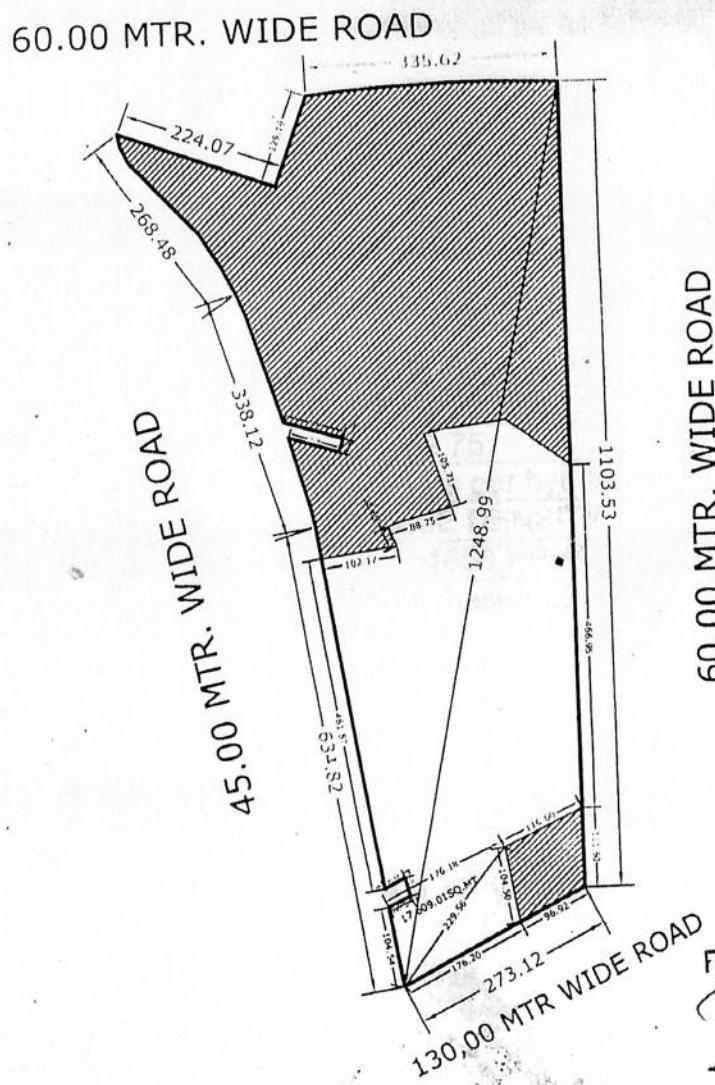
## B. NORMS OF DEVELOPMENT

प्राधिकरण  
प्राधिकरण  
प्राधिकरण  
LESSOR

For Aims Golf Town Developers Pvt. Ltd.

Authorised Signatory  
LESSEE





For Aims Golf Town Developers Pvt. Ltd.

**Authorised Signatory**

TOTAL AREA OF PLOT = 414363.48 sqm

EA FOR FUTURE PLANNING = 238273.35 sqm;

$$\text{TOTAL AREA} = 176090.13 \text{ square feet}$$

DEVELOPMENT WORK IS IN PROGRESS. LATER, DEMAND AREA OF PLOT MAY BE INCREASE & DECREASE AFTER COMPLETION OF SITE DEVELOPMENT.

SESSION TAKEN  
ALLOTTEE

SIGN  
POSSESSION  
HANDED OVER

N

SED  
SE PLAN FOR  
T NO.GH-04  
SECTOR-4  
EATER NOIDA

PROJ. DEPTT.

ASSTT. MANAGER  
M/S 12/16

2-12-10  
MANAGER

MR. 2.12.10  
SR. MANAGER

LAND. DEPTT.

LEKH PA

NAYAB TAHSEEL DAR

~~TAHSEEL DAR~~

LAW. DEPTT.

419

MANAGER

PLNG. DEPTT.

**SR. DRAFTSMAN**

SR. EXECUTIVE



# GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY



The land use breakup for the plots on offer shall be as follows:

PERMISSIBLE USAGE	
Commercial (Including Master Plan Commercial)	As per brochure / bid document of RTS-01/2010(I) Scheme
Institutional & Facilities	
Parks, Open spaces, Play ground, Roads & Public Parking	
Residential (Group Housing)	
PERMISSIBLE FAR (MAXIMUM)	
Commercial	4.00
Residential (Group Housing)	2.75
Institutional & facilities	As per bye-laws
PERMISSIBLE DENSITY	
Density (Group Housing Pocket)	1650 PPHA

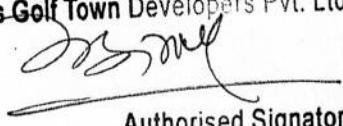
NOTE: FAR & Density may further be purchased by the lessee as per norms of LESSOR.

### C. LEASE RENT

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

- I. The lease rent will be payable @ 1.00 % of premium 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 lessee has the option to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" unless the LESSOR decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

For Aims Golf Town Developers Pvt. Ltd.



Authorised Signatory



LESSOR

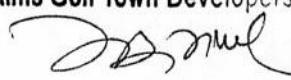


VI. However, in case the lease rent is revised by lessor, the lease rent prevalent on the date of execution of lease deed shall be payable.

**D. PAYMENT PLAN AND OTHER MAIN TERMS AND CONDITIONS**

1. All payment as mentioned above should be made by the Lessee to the Lessor 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. In case of default in depositing the installments /lease rent or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
2. 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.
3. In case of default, the allotment and reservation offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'H' of brochure / tender document.
4. 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.
5. The Lease Rent prevalent at the time of execution of lease deed shall be payable.
6. In case of allotment of any additional land, the payment of the premium of the additional land shall be made in lump sum within 60 days from the date of communication of the said additional land.
7. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Lessor.
8. 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.
9. 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.
10. 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 Aims Golf Town Developers Pvt. Ltd.



Authorised Signatory



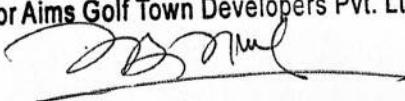
प्राधिकरण  
प्रोजेक्ट नियंत्रण प्राधिकरण

LESSOR



11. The plot will be accepted by the Lessee on an "As is where is basis" on a lease for a period of **90 years** starting from the date of execution of the lease deed.
12. Surrender after execution of lease deed shall not be allowed.
13. The lessee shall prepare the detailed lay-out plan for the entire land for approval of the Lessor.
14. Internal development of the sector/plot shall be the full responsibility of the lessee and it shall be carried out as per the lay-out plan approved by the Lessor.
15. 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.
16. The Lessee shall have option to sub-lease a maximum 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.
17. After the approval of the lay-out plan from the lessor, the lessee shall have option to sublease portions of land earmarked for group housing, commercial, and institutional subject to minimum plot size of 20,000 Sqm. after prior approval from the Lessee.
18. The Lessee shall sub-lease an area only once the 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.
19. The Lessee shall have to execute tripartite sub lease deed in favour of Sub Lessee in the form and format as prescribed by the Lessor.
20. On execution of such 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 Lessor in the proportionate share of the land area so sublet.
21. Area developed and allotted by the lessee in the shape of individual flats/residential plot, shops, one time lease rent shall be paid by the lessee before start of execution of sub lease deed. In case plots more than 20000 square metres allotted, proportionate lease rent and lease premium shall directly be paid by the sub-lessee to the Lessor which shall be adjusted in the payable instalments by the Lessee.
22. Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed or scheme {Scheme Code RTS-01/2010(i) }

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LESSOR



shall not be automatically considered as default of the Lessee. The Lessor shall be entitled to take any action against the sub-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 conditions of this Brochure/Tender Document.

23. The Lessee shall be wholly and solely responsible be for implementation of the Project save and except the land which it has subleased to any individual or entity as per **Clause O - Sub Clause 1, 2 and 3 of the brochure / tender document and** 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 Lessee. Thereafter the agency appointed by the Lessee will be responsible to the lessor for maintenance and service of the constructed flats/ buildings.

24. The Lessee and / or sub-lessee, as the case may be, shall execute an indemnity bond, indemnifying the lessor against all disputes arising out of:

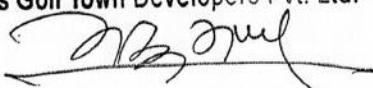
1. Non-completion of the Project.
2. Quality of construction
3. Any other legal dispute arising out of allotment, lease, sub-lease etc.

25. The lessee is required to submit building plan together with the detailed lay-out plan showing the phases for execution of the project for approval within 9 months from the date of possession and shall start land development, and internal development within 18 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The land development and internal developments have to be completed by the lessee within 5 years from the date of possession to the satisfaction of the lessor.

26. The Lessee/ sub-lessee shall commence the construction of the F.A.R. within 18 months from the date of possession and shall be required to complete the construction of area provided to the lessee/ sub-lessee 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 lease deed. The lessee/ sub-lessee shall be required to complete the construction of minimum 15 per cent of the total F.A.R. of the allotted plot as per approved layout plan and get Completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of 5 years from the date of execution of the lease deed.

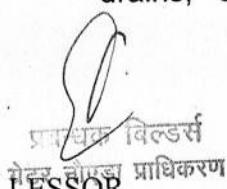
27. All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply,

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sewerage will be provided by the Lessor/ 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 Lessee.

28. Without prejudice to the LESSOR's right of cancellation, the extension of time for the completion of the 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 6% of the total premium.
- For third year the penalty shall be 8% of the total premium.

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

28. In case the lessee/ sub-lessee does not construct building within the time provided including extension granted, if any, the allotment/ lease/ sub-lease deed as the case may be, shall be liable to be cancelled. Lessee/ sub-lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

29. There shall be total liberty at the part of lessee to decide the size of the built up space within the frame work of LESSOR Building Bye-laws.

30. The lessee/ sub-lessee may implement the project in maximum seven phases and the occupancy certificate/ completion certificate shall be issued by the lessor phase wise accordingly, enabling them to do phase-wise marketing.

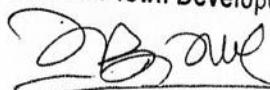
- The lessee/sub-lessee shall have the right to sub-lease the developed plot(s) and built up space as per his layout and building plans approved by the LESSOR at its own price on the standard lease agreements approved by the LESSOR.
- No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space including the built up space on the sub divided plot(s) as described above, within two years after the date of completion. However, for subsequent sales, the transfer charges as prevalent at the time of transfer, or as may be decided by the LESSOR, shall be payable

31. The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served), *after execution/registration of Lease Deed*, in favour of Bank/Govt. organization/approved financial institution for construction of plot on receipt of simple request from the Lessee. The Lessee should have valid time period for construction as per terms of lease deed or have obtained valid extension of time for construction and should have cleared up to date dues of the plot premium and lease rent.

The lessee will submit the following documents:

  
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a. Sanction letter of the concerned Bank.

b. An affidavit on non-judicial stamp paper of the concerned Bank stating that there is no unauthorised construction activities on the Residential Area (Group Housing).

c. Clearance of upto date dues.

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

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 Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Lessor in respect of the market value of the said land shall be final and binding on all the parties concerned.

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

In case of violation of any of the above 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 Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Lessee/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 Lessee/Sub-lessee who hereby agree to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

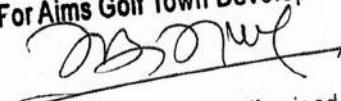
#### E. LIABILITY TO PAY TAXES

The Lessee/Sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this

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behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

#### **F      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 Lessee/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 lessee/Sub-lessee.

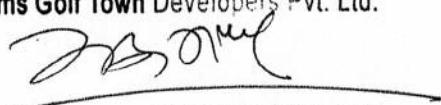
#### **G.      MAINTENANCE**

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. 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 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 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 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 lessee. The lessee will be individually and severally liable for payment of the

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maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the LESSOR in this regard shall be final.

## **H. CANCELLATION OF LEASE DEED**

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

1. Allotment being obtained through misrepresentation/ suppression of material facts, 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 applicant/ lessee for breach/ violation of terms and conditions of registration/ allotment/ lease and/ or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the LESSOR with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.

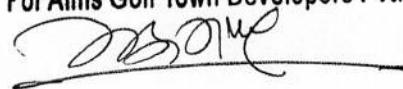
## **I. OTHER CLAUSES**

1. The allotment of land by LESSOR shall be on lease basis, however, in future it can be converted in free hold as per the terms and conditions specified by LESSOR.
2. Multiple renting shall be admissible to the lessee and for the sub-lessee.
3. The Authority/ 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.

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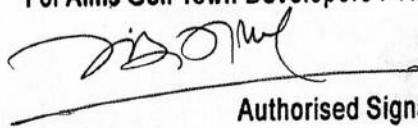


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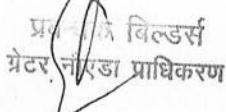


4. In case of any clarification or interpretation regarding these terms and conditions, the decision of the LESSOR shall be final and binding.
5. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment, deliver possession of the whole or part of the land to the lessee or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, within 3 years from the date of issuance of acceptance letter on receipt of the request of the lessee, the deposit, if any, made by the lessee against that portion of the land of which possession could not be delivered by the LESSOR to the lessee, will be refunded to the lessee without interest.
6. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
7. Any dispute between the Authority and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
8. The Lease Deed/ allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
9. The LESSOR will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
10. The lessee/ sub-lessee of the Lessee shall be liable to pay all taxes/ charges/lease rent payable from time to time LESSOR or any other authority duly empowered by them to levy the tax/ charges.
11. In case of default, render the allotment/lease liable for cancellation and the Lessee/ sub-lessee will not be paid any compensation thereof.
12. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.

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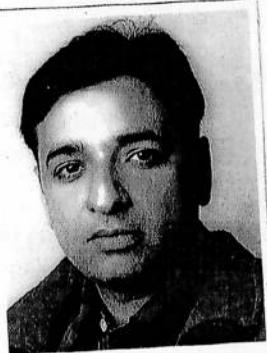
LESSOR

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LESSEE



NEERAJ MALIK



AMIR SIKANDER

20 Ains Gohi Road Darra Gohi Jalandhar

13. All arrears due to the Lessor would be recoverable as arrears of land revenue.

14. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

The LESSOR in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.

15. The lessee and / or 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 unacquired land. In such a situation the liability of the LESSOR shall be limited to refund, without interest, to the lessee, the deposit, if any, made by the lessee against that portion of the land of which possession could not be delivered to the lessee by the LESSOR.

(I) The terms and conditions of the Brochure of the Scheme RTS-01/2010 (I) shall form part of this lease deed.

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

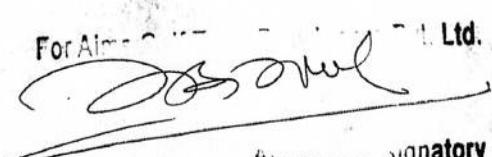
In presence of :

Witness : AAMIR SIKANDER  
S/o S. ABDUR REHMAN

Address : 171 BHATWARA,  
MEERUT

प्र० अमीर सिकंदर  
ग्रेटर नोएडा प्राधिकरण

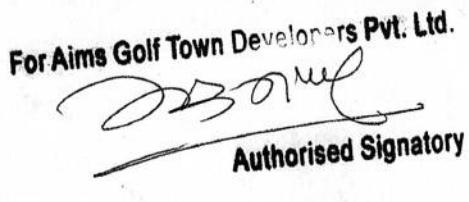
For & behalf of LESSOR

For Aims Golf Town Developers Pvt. Ltd.  
  
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Witness : NEERAJ MALIK  
S/o COL. R. S. MALIK

Address : 502 Dimple App'ts.  
4E ASHA NAKAR, KANDIVALI  
EAST, MUMBAI - 40001

For & behalf of LESSEE

For Aims Golf Town Developers Pvt. Ltd.  
  
Authorised Signatory

प्र० अमीर सिकंदर  
ग्रेटर नोएडा प्राधिकरण

LESSOR

M. K. YADAV  
LIC No. 78  
GR. NOIDA G.B. NAGAR  
MOB.: No. 9911575058

आज दिनांक 10/12/2010 को  
वही सं 1 जिल्द सं 7662  
पृष्ठ सं 1 से 616 पर क्रमांक 24525  
रजिस्ट्रीकृत किया गया।

  
(राजबहादुर सिंह)

उपनिवेशक, सदर

गौतमबुद्धनगर

10/12/2010