

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक नोएडा तृतीय गौतम बुद्ध नगर क्रम 2024148002877

आवेदन संख्या : 202400743011424

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-02-16 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम संजय अग्रवाल

लेख का प्रकार पट्टा विलेख(30 वर्ष से

प्रतिफल की धनराशि 256730090 / 486858291.00

1. रजिस्ट्रीकरण शुल्क 5112700
2. प्रतिलिपिकरण शुल्क 100
3. निरीक्षण या तलाश शुल्क
4. मुस्तार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 5112800

शुल्क वसूल करने का दिनांक 2024-02-16 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2024-02-16 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



INDIA NON JUDICIAL



IN-UP66594413247455W

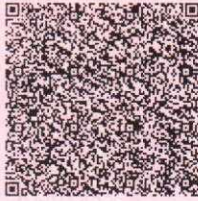
Government of Uttar Pradesh

e-Stamp

SIGNATURE *[Signature]*
UDIT BAISOYA ACC-UP14012704
SECTOR-33, NOIDA MOB.: 9971420682
LICENSE NO. 174, G.B. NAGAR

9/24/2024

Certificate No. : IN-UP66594413247455W
 Certificate Issued Date : 16-Feb-2024 10:57 AM
 Account Reference : NEWIMPACC (SV)/ up14012704/ GAUTAMBUDDH NAGAR 1/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1401270427642624448576W
 Purchased by : INDOSAM INFRA PVT LTD
 Description of Document : Article 35 Lease
 Property Description : PLOT NO GH-05, ECO CITY SECTOR-75, NOIDA
 Consideration Price (Rs.) :
 First Party : NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
 Second Party : INDOSAM INFRA PVT LTD
 Stamp Duty Paid By : INDOSAM INFRA PVT LTD
 Stamp Duty Amount(Rs.) : 2,55,61,000
 (Two Crore Fifty Five Lakh Sixty One Thousand only)



AMINASH CHOUDHARY
ADVOCATE
SUB REGISTERAR OFFICE
NOIDA/GREATER NOIDA/GHAZIABAD
Reg. No. 9320/11 U.P.

Please write or type below this line

[Signature]

Aakash Bashiyar
Jr. Asstt.
Noida

For Aims Max Gardenia Developers Pvt. Ltd

[Signature]
Authorized Signatory

For INDOSAM INFRA PVT. LTD.

[Signature]
Director



IRD 0014739031

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.shcilestamp.com/ or using e-Stamp Mobile App of Stock Holding.
- Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

16-Feb-2024 10:57 AM IN-UP66594413247455W 16-Feb-2024 10:57 AM IN-UP66594413247455W 16-Feb-2024 10:57 AM IN-UP66594413247455W

INDOSAM INFRA PVT LTD INDOSAM INFRA PVT LTD INDOSAM INFRA PVT LTD INDOSAM INFRA PVT LTD INDOSAM INFRA PVT LTD

Market Value : - 48,68,58,291.00/-

Area of Plot : - 4228.77 Sq. Mtr

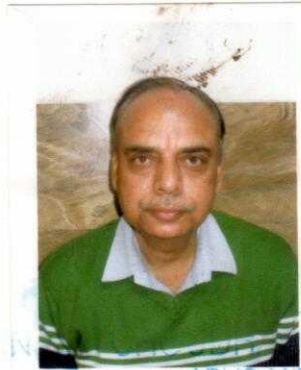
Sale consideration: - 25,67,30,090.00/-

Plot No. GH-05, Eco City, Sector-75, Noida.

Stamp Duty 2,55,61,000.00/-



AVIN
SUB REGISTRAR OFFICE
NOIDA GREATER NOIDA GHAZIABAD
Reg. No. 9323/11 U.P.



W/N
ADVOCATE
SUB REGISTRAR OFFICE
NOIDA GREATER NOIDA GHAZIABAD
Reg. No. 9323/11 U.P.



W/N
SUB REGISTRAR OFFICE
NOIDA GREATER NOIDA GHAZIABAD
Reg. No. 9323/11 U.P.

This Sub lease deed is made on the 16 day of February, TWO THOUSAND TWENTY FOUR.

BETWEEN

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section 3 of the Uttar Pradesh industrial area development Act 1976, (UP 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 permitted assigns of the First Part.

Mr. **Aakash Bashiyar** (Employee Code No. **3746**, S/o Mr. Sita Ram, Junior Assistant of Noida Authority Sector – 6 , Noida Distt. G.B.Nagar (U.P), acting on behalf of New Okhla Industrial Development Authority a body corporate constituted under sector 3 of the U.P Industrial Area Development ACT 1976 (U.P ACT NO. 6 OF 1976) do hereby appoint and constitute **Mr. Vikas Bansal** (Employee Code No. **3604**, S/o Late Hari Ram, Dak Messenger of Noida Authority, Sector – 6, Noida, Distt, G.B.Nagar, U.P AUTHENTICATED ATTORNEY Sub-Registrar- III Noida in book no. **6** volume no. **3** on pages **117** to **136** as document no. **3** on dated **03/03/2021**.

AND

M/S AIMS MAX GARDENIA DEVELOPERS PRIVATE LIMITED (PAN AAICA4047Q), a company duly incorporated under the Indian company Act, 1956 and having its registered office at Basement 69, Mausam Vihar, Delhi 110051 through its authorized signatory Mr. Sanjay

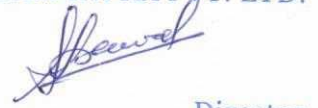

LESSOR

Aakash Bashiyar
Jr. Asstt.
Noida

For Aims Max Gardenia Developers Pvt. Ltd.


LESSEE
Authorized Signatory

For INDOSAM INFRA PVT. LTD.


SUB LESSEE Director



Sharma S/o Mr. D. N. Sharma R/o 601, Emerald-1, Gardenia Glamour, Sector-3 Vashundhra, Ghaziabad U.P., duly authorized by its board of Director vide resolution dated 06/01/2024 (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 INDOSAM INFRA PRIVATE LIMITED (PAN AACCI3774J), a Company incorporated under the Companies Act 1956 and having Registered office at Plot No. 61-B, 3rd Floor, Gali No. 12, F Block, Laxmi Nagar, Delhi 110092 Through its authorized signatory/Director Shri Sanjay Agrawal S/o Late Dr. R Agrawal R/o C-901, Indosam75, Sector-75, Noida duly authorized by its Board of Director vide resolution dated- 23.01.2024 (hereinafter to as 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.

AND WHEREAS

A) The Lessor invited bids under its Scheme Code GH-2009(V) for allotment of ECO CITY, Sector-75, Noida Distt. Gautam Budh Nagar (Uttar Pradesh) Admeasuring Approx. 6,00,000 Sq. Mts. for development of Residential Township. The permissible uses in this residential township are Group Housing, Commercial, Institutional and Parks, Open spaces, Road and Public Parking.
B) The Lessee herein was the successful bidder for ECO City, Sector-75, Noida District Gautam Budh Nagar, Uttar Pradesh admeasuring approximately 6,00,000 sqm.

C) The allotment letter/bid documents/brochure provides that the Developers shall get the Lease Dees of the said plot executed in its own name for a period of 90 (Ninety) years from the date of its execution.

D) The Lessor vide Lease Deed dated 17.06.2010 duly registered with the Sub registrar, Gautam Budh Nagar, Noida, Uttar Pradesh which was registered in Book No. 1 Jild No. 2801 Page-349 to 388 document No. 4219 for 330474.67 sq.mts., Lease Deed, vide dated 31.01.2011 duly registered with the Sub registrar, Gautam Budh Nagar, Uttar Pradesh registered in Book No. 1 Jild No. 3027 Page-197 to 236 document No. 915, for 23916.00 sq.mts, Lease deed dated 01.12.2011 duly registered with the Sub registrar, Gautam Budh Nagar, Uttar Pradesh registered in Book No. 1 Jild No. 3843 Page-199 to 236 document No. 10841, for 2,09,668.87 sq. mts. And Lease Deed dated 20.12.2016 duly registered with the Sub registrar, Gautam Budh Nagar, Uttar Pradesh registered in Book No. 1 Jild No. 8380 Page-47 to 96 documents No. 11232 for 35,940.46 sq.mts, Demised the said plot for a period of 90 years for the date of its executions in favour of the lessee (hereinafter referred to as the Lease Deed) as the Lessee on certain terms and conditions, inter-alla, to develop and/ or construct and thereafter transfer the developed plots/flats/units in the following manners: -



For INDOSAM INFRA PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.


Director


LESSOR

Aakash Bashiyan
Jr. Asstt.
Noida


LESSEE
Authorized Signatory


SUB LESSEE



आवेदन सं०: 202400743011424

पट्टा विलेख(30 वर्ष से अधिक)

बही सं०: 1

रजिस्ट्रेशन सं०: 924

वर्ष: 2024

प्रतिफल- 256730090 स्टाम्प शुल्क- 25561000 बाजारी मूल्य - 486858291 पंजीकरण शुल्क - 5112700 प्रतिलिपिकरण शुल्क - 100 योग : 5112800

श्री M/S INDOSAM INFRA PRIVATE LIMITED द्वारा
संजय अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व० डॉ० आर अग्रवाल
व्यवसाय : अम्य
निवासी: सी-901 इंडोसैम75 सेक्टर-75 नोएडा

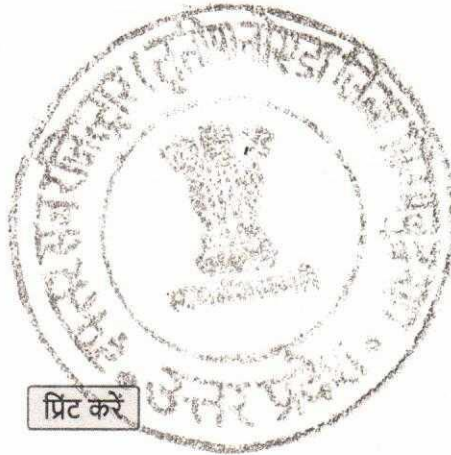
Signature



श्री, M/S INDOSAM INFRA PRIVATE LIMITED द्वारा

संजय अग्रवाल अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 16/02/2024 एवं
03:00:10 PM बजे
निबंधन हेतु पेश किया।



प्रिंट करें

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Signature

शैली चौधरी

उप निबंधक : नोएडा तृतीय

गौतम बुद्ध नगर

16/02/2024

राजीव कुमार बरोलिया

निबंधक लिपिक

16/02/2024

- The lease deed and bid document further provides that the Lessee will have to construct on its own minimum of 30 percent of the total permissible FAR in the 'residential', 'institutional facilities' and commercial area.
- The Lessee have the option to sub-lease a maximum 70, percent of the total land earmarked for 'residential', institutional facilities and commercial area.
- After the approval of the lay-out plan from the authority, the Lessee will have the right of 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 provision 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. As per the terms & conditions mentioned in sanction letter no. NOIDA/GHP/2009-(V)/GH-05/ECO CITY/SEC-75/2012/593 dated 21.02.2012. Which also mentioned that 4228.77 sq.mtr of balance land will be transferred to Sub Lessee by the lessee after executing the sub lease deed on the same terms and condition.
- As per approved Layout plan/master plan of the Residential Township Lessee has further sub divided Plot No.– GH-05, Sector-75, admeasuring area 4228.77 sq.mtrs out of 20,000 Square meters in the project namely ECO CITY being subleased by the Lessee to M/s INDOSAM INFRA PRIVATE LIMITED (PAN AACCI3774J) (Sub-Lessee) a Company incorporated under the companies act 1956, having its registered office at, Plot No. 61-B, 3rd Floor, Gali No. 12, F-Block, Laxmi Nagar, East Delhi-110092, sub lease which is being executed through this Sub Lease Deed.
- The layout plan of Developers/Lessee has been approved vide lessor's letter No. Noida/TP&A/75/1026 dated 27/03/2018. The Lessee has started internal development work such as internal roads, sewerage, drainage culverts, water supply and electricity distribution transmission lines, Street lighting etc.
- And whereas the Sub-Lease deed of Plot No. - GH-05, ECO City, Sector-75, Noida Area Admeasuring 15,771.23 sq. mtrs out of 20,000 Square meters has been duly registered in the office of Sub-Registrar-II in Book No. 1 Jild No. 4042 Page-85 to 1440 documents No. 1540 dated 23-02-2012.
- And whereas Noida Authority has issued a permission letter for sub lease in respect of Plot No. - GH-05, ECO City, Sector-75, Noida area admeasuring 4228.77 sq. mtrs in favour of M/s INDOSAM INFRA PVT. LTD, for execution and registration of Sub lease deed vide its letter no. NOIDA/GHP/2023/14633, DATED 20-12-2023.

For INDOSAM INFRA PVT. LTD.


Director

SUB LESSEE



For Akash Infra Developers Pvt. Ltd.

LESSOR

Authorized Signatory



LESSOR

Aakash Bashyan
Jr. Assst.

आवेदन सं०: 202400743011424

बही सं०: 1

रजिस्ट्रेशन सं०: 924

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पट्टा दाता: 1

श्री नोएडा विकास प्राधिकरण द्वारा श्री आकाश बाशियान के द्वारा
विकास बंसल, पुत्र श्री स्व० हरी राय

निवासी: सेक्टर-6 नोएडा गौतमबुद्ध नगर-उत्तर प्रदेश

व्यवसाय: नौकरी



पट्टा दाता: 2

श्री M/S AIMS MAX GARDENIA DEVELOPERS
PRIVATE LIMITED के द्वारा संजय शर्मा, पुत्र श्री डी एन शर्मा

निवासी: 601 एमराल्ड-1 गार्डिनिया ग्लैमर सेक्टर-3 वसुंधरा
गाजियाबाद उ० प्र०

व्यवसाय: अन्य



पट्टा गृहीता: 1

श्री M/S INDOSAM INFRA PRIVATE LIMITED के द्वारा
संजय अग्रवाल, पुत्र श्री स्व० डॉ० आर अग्रवाल

निवासी: सी-901 इंडोसैम75 सेक्टर-75 नोएडा

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री अमित वर्मा, पुत्र श्री द्वारिका प्रसाद

निवासी: जे-176 सेक्टर-23 संजय नगर गाजियाबाद 201001

व्यवसाय: अन्य



LIST OF DIRECTORS OF M/S INDOSAM INFRA PRIVATE LIMITED

S. No.	Name of Member	Address
1.	SHRI RAJIV GOEL S/O SHRI KRISHAN CHAND GOEL	HOUSE NO. 14, MANAK VIHAR, EAST DELHI 110092
2.	SHRI RAJKUMAR BAISOYA S/O LATE SHRI NANDU SINGH	615 FF, NITI KHAND-2, INDIRAPURAM GHAZIABAD 201014
3.	SHRI SANJAY AGRAWAL S/O LATE SHRI RAMESHWAR AGRAWAL	C-901, INDOSAM75, SECTOR-75, NOIDA 201301 UTTAR PRADESH
4.	SHRI SUMIT GARG S/O SHRI ARUN KUMAR GARG	KF -14, KAVI NAGAR, GHAZIABAD 201001
5.	SHRI SARWAN KUMAR S/O SHRI CHATER SINGH	153, SHAKTI KHAND-1, INDIRAPURAM GHAZIABAD 201010 UTTAR PRADESH

LIST OF SHAREHOLDERS OF M/S INDOSAM INFRA PRIVATE LIMITED

S. No.	Name of Member	Percentage of share holding
1.	M/s Indotek Constructions Pvt. Ltd	51.52%
2.	Mr. Rajiv Goel	25.76%
3.	M/s Solitaire Real Homes Pvt. Ltd.	22.73%

A. MODE OF PAYMENT AND PAYMENT PLAN

1. All payment should be made through demand draft/pay orders drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/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. It should be noted that the sub lessee has paid full premium of the said 4228.77 sq. mtr plot before the execution of this sub lease deed. No Dues certificate from NOIDA has been obtained vide No dues certificate No. NOIDA/AO(GH)/1353 dated 02/05/2022.
3. In case of default in depositing the installments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount. As per the terms & conditions mentioned in sanction letter No. NOIDA/GHP/2009(V)/GH-05/ECO CITY/SEC-75/2012/593 dated 21.02.2012.
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 shall be cancelled without any further notice and the amount deposited by the sub-lessee to lessee shall be forfeited by Lessor.

For INDOSAM INFRA PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.

Agrawal

Director

LESSOR

Aakash Bashiyar
Jr. Asstt.
Noida

LESSEE

(Signature)
Authorised Signatory

SUB LESSEE

(Fingerprint)

पहचानकर्ता : 2

श्री अनिल कुमार शर्मा , पुत्र श्री स्व० छतरी प्रसाद शर्मा

निवासी: एच नं० 4/184न्यू डिफेन्स कॉलोनी मुराद नगर
गाजियाबाद 201206

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शैली चौधरी .

उप निबंधक : नोएडा तृतीय
गौतम बुद्ध नगर
16/02/2024

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए
गए है ।
टिप्पणी :

राजीव कुमार बरोलिया
निबंधक विपिक गौतम बुद्ध नगर
16/02/2024

प्रिंट करें



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 interest due and the lease rent payable.
7. The Lease rent prevalent at the time of execution of lease deed shall be payable.

The total consideration of the plot is Rs. Twenty Seven Crore Eighty Six Lakh Fifty Eight Thousand Eight Hundred Eighty Five Only (27,86,58,885/-).

B. EXTENSION OF TIME

1. Normally extension for depositing the reservation money and allotment money shall not be allowed. However, on receipt of request from the allottee in writing and on being satisfied with the reasons mentioned, the NOIDA may grant a maximum of 30 days extension to deposit the reservation money/allotment money, subject to the payment of interest @ 14% (11% normal interest + 3% penal interest) per annum on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.
2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Authority.
3. However, in such cases of time extension, interest @ 14% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
4. Extensions of time, normally, shall not be allowed for more than 60 days each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
5. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

C. LEASE RENT

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

- (i) The lease rent will be 1% of the plot premium 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 @ 14% per annum compounded half yearly on the defaulted amount for the defaulted period.



LESSOR

Aakash Bashiyar
Jr. Asstt.
Noida

For Aims Max Gardenia Developers Pvt. Ltd.

LESSEE

Authorised Signatory



For INDOSAM INFRA PVT. LTD.

SUB LESSEE

Director



- (v) The lessee/Sub Lessee has the option to pay lease rent equivalent of 11 years @ 1% of the premium of the plot per year as "One Time Lease Rent" unless the Authority decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

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. The Lessee shall prepare the detailed lay-out plan for the entire land for approval of the Lessor.
2. Internal development of the sector shall be the full responsibility of the lessee and it shall be carried out as per the lay-out plan approved by the Lessor.

E. EXECUTION OF SUB-LEASE DEED

1. The Lessee/Sub-Lessee will have to construct on its own minimum of 30 percent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
2. The lessee/Sub-Lessee shall have option to sub-lease a maximum 70 percent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.
3. After the approval of the lay-out plan from the Lessor, the Lessee shall have option to sub lease portions of land earmarked for group housing, commercial and institutional subject to minimum plot size of 20,000 sq. mts. after prior approval from the Lessor.
4. 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.
5. The Lessee shall have to execute sub lease deed in favour of Sub Lessee in the form and format as prescribed by the Lessor.
6. 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.

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 Lessor shall be entitled to take any action against the sub-lessee/lessee as has been mentioned in the scheme brochure including cancellation of

For INDOSAM INFRA PVT. LTD.


Director

SUB LESSEE



For Aims Infra Services Pvt. Ltd.


LESSEE
Authorised Signatory



LESSOR

Aakash Bashiyar
Jr. Asstt.
Noida

the sub-lease and forfeiture of the premium etc as per the terms and conditions of this Brochure.

F. INDEMNITY

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

1. NON-completion of project
2. Quality of Construction
3. Any legal dispute arising out of allotment/lease to final purchaser.

The Lessee shall wholly and solely be responsible for implementation of the Project and also for ensuring quality, development and subsequent maintenance of building and till such time, alternate agency for such work/responsibility is identified legally by the Lessee. Thereafter the agency appointed by the Lessee will be responsible to the authority for maintenance and services of the constructed flats/building.

G. IMPLEMENTATION OF PROJECT

1. 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 allottee within 5 years from the date of possession to the satisfaction of the Lessor.
2. 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 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 completed the construction of minimum 15 percent of the total FAR of the allotted plot as per approved layout plan and get temporary occupancy/completion certificate of the first phase accordingly issued from the building cell of the NOIDA within a period of 5years from the date of execution of the lease deed.
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 Lessee.

For INDOSAM INFRA PVT. LTD

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR
Aakash Bashyan
Jr. Asstt.
Noida

LESSEE
Indosam Signatory

Director
SUB LESSEE

4. Without prejudice to the Lessor 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 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 lessee/sub-lessee dose 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.
6. There shall be total liberty at the part of allottee/lessee to decide the size of the built up space within the frame work of NOIDA Building Bye-Laws.
7. The allottee/Lessee/sub-lessee may implement the project in minimum seven phases and the occupancy certificate/completion certificate shall be issued by the Lessor phase wise accordingly, enabling them to de phase-wise marketing.

H. NORMS OF DEVELOPMENT

The Land use break-up of the total Sector/land shall be as follows:

PERMISSIBLE USAGE	
Institutional & Facilities	Minimum 05%
Parks, Open Spaces, Roads & Public Parking	Minimum 35% (*)
Commercial	10% Maximum
Residential (Group Housing)	50% Maximum
PERMISSIBLE FAR (MAXIMUM)	
Commercial	3.00 (**)
Residential (Group Housing)	2.75
Institutional	As per bye-laws
PERMISSIBLE DENSITY	
Sector Density	400
Density (Group Housing Pocket)	1650 PPHA

(*) Area of Parks/Open Spaces shall have to be maintained as per norms of NOIDA Master Plan/Building bye laws.


(**) Subject to approval of state Government.

The density and FAR can further be purchased as the policy of Lessor.

For INDOSAM INFRA PVT. LTD.

For Aims Max Gardens Developers Pvt. Ltd.


Director


LESSOR
Aakash Bashiyani
Jr. Asstt.
Noida

LESSEE
Authorized Signatory


SUB LESSEE


I. MORTGAGE

The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of Bank/Govt. organization/approved financial institution for construction of plot on receipt of simple request from the allottee. The allottee 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 allottee will submit the following documents: -

1. Sanction Letter of the concerned Bank/approved financial institution.
2. An affidavit on non-judicial stamp paper of Rs. 10/- duly notarized stating that there is no unauthorized construction and commercial activities on the Residential Area (Group Housing).
3. Clearance of upto date dues.

The 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 authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

The Authority's right to the recovery of the unearned increase and the preemptive 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.

J. TRANSFER OF PLOTS/FLATS

- 1) The sub-lessee shall have the right to sub-lease the developed built up space as per this layout and building plans approved by the Lessor at its own price on the standard lease agreements approved by the Lessor.
- 2) 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.

K. MISUSE, ADDITIONS, ALTERATIONS ETC.


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.

For INDOSAM INFRA PVT. LTD.

For Anand Max Galleria Developers Pvt. Ltd.


Director

SUB LESSEE


LESSOR
Aakash Bashyan
Jr. Asstt.
Noida


LESSEE
Authorized Signatory




The Lessee/Sub-Lessee will not make, any alteration or addition 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.

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

M. OVERRIDING POWER OVER 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.

N. MAINTENANCE

1. The Lessee/Sub-Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee/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

For INDOSAM INFRA PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.


Director


LESSOR
Aakash Bashyan
Jr. Asstt.
Noida

LESSEE Authorized Signatory

SUB LESSEE



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/Sub-Lessee shall abide by all regulation, Bye-laws, Directions and Guidelines of the NOIDA 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/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 Lessee. The 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 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.

O. CANCELLATION OF 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 lessee/sub-lease allotment in the case of:

1. Allotment/Lease being obtained through misrepresentation/suppression of material facts, miss-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/allottee 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/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 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 Lessor and on separate notice shall be given in this regard.
5. If the allotment/lease is cancelled on the ground mentioned in para U-1 above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and on claim whatsoever shall be entertained in this regard.

P. OTHER CLAUSES

For INDOSAM INFRA PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.


Director

SUB LESSEE



LESSEE Authorised Signatory



LESSOR

Aakash Bashyan
Jr. Asstt.
Noida

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.
4. In case of any clarification of interpretation regarding these terms and conditions, the decision of the Lessor shall 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 allottee of 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 allottee, the deposit, if any, made by the allottee against that portion of the land of which possession cloud not be delivered by the Lessor to the Lessee/Sub-lessee, will be refunded to the allottee without interest.
6. If the Lessee/Sub-Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee/Sub lessee during the period of submission of nuisance.
7. 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.
8. The Lease Deed/Sub-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 wills monitor 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 livable from time to time NOIDA 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 allottee/Lessee/sub-lessee will not be paid any compensation thereof.
12. Other buildings earmarked for community facilities cannot be used for purposes other than community requirements.
13. All arrears of the Lessor would be recoverable as arrears of land revenue.

For INDOSAM INFRA PVT. LTD.


Director

For ANS Man Center Developers Pvt. Ltd.

LESSEE

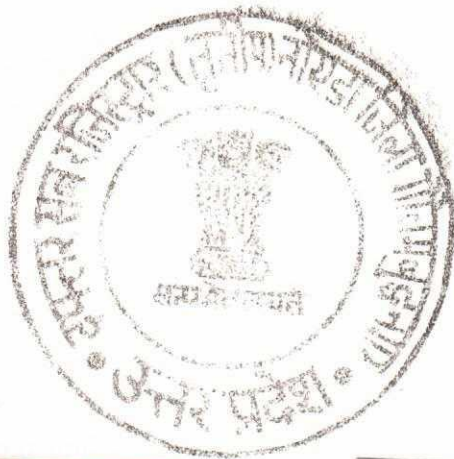


SUB LESSEE



LESSOR


Aakash Bashyan
Jr. Asstt.
Noida



नवीन ओखला औद्योगिक विकास प्राधिकरण

मुख्य प्रशासनिक भवन, सैक्टर-06, नोएडा

पत्र संख्या: नोएडा/गु0हा10/2023/14633


दिनांक:- 20/12/2023

M/s Indosam Infra Pvt Ltd
B-41 Sector-72
Noida

विषय:- गुप हाउसिंग भूखण्ड संख्या-जी0एच0-05, सैक्टर-75 नोएडा के संबंध में।


कृपया मा0 उच्च न्यायालय में याजित याचिका संख्या 25296/2023, M/s Indosam Infra Pvt Ltd V/s State of U.P and ors में दिनांक 08.08.2023 को पारित आदेश के अनुपालन में आपके द्वारा गुप हाउसिंग विभाग में प्रस्तुत प्रत्यावेदन दिनांक 22.08.2023 का संदर्भ ग्रहण करने का कष्ट करें, जिसमें आपके द्वारा भूखण्ड संख्या जी0एच0-05 सैक्टर-75 नोएडा के अवशेष क्षेत्रफल 4228.77 वर्ग मीटर की Supplementary Deed निष्पादित किए जाने का अनुरोध किया गया है।

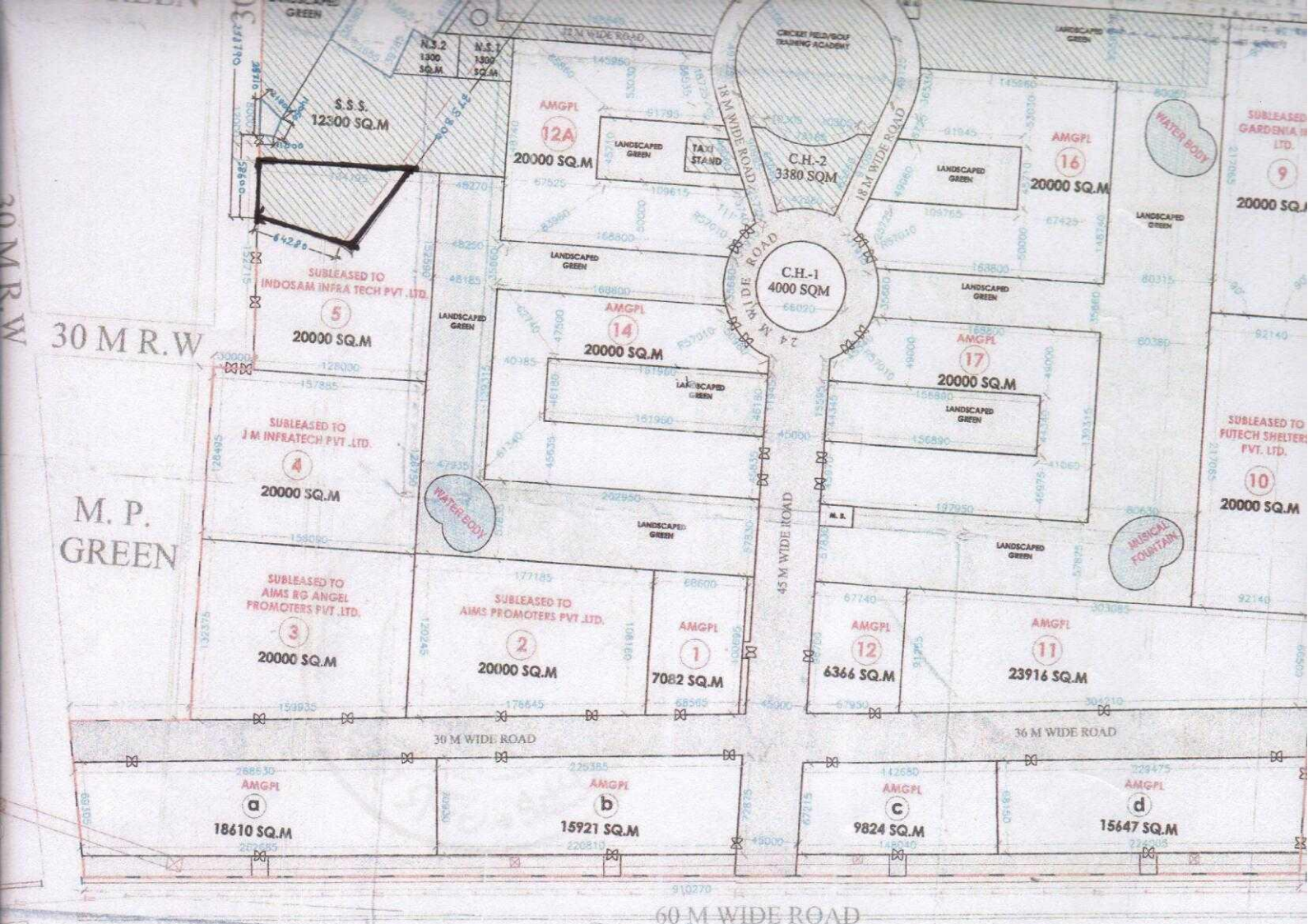
उक्त के संबंध में आपके द्वारा प्रस्तुत प्रत्यावेदन के क्रम में निर्देशित किया जाता है कि M/s Aims Max Gardenia Developers Pvt Ltd से समन्वय स्थापित कर भूखण्ड संख्या जी0एच0-05 सैक्टर-75 नोएडा के अवशेष क्षेत्रफल 4228.77 वर्ग मीटर की Supplementary Deed निष्पादित कराना सुनिश्चित करें।


सहायक महाप्रबंधक (गु0हा10)

प्रतिलिपि:-

1. रजिस्ट्रार जनरल, उच्च न्यायालय, इलाहाबाद को याचिका सं0-25296/2023में पारित आदेश दिनांक-08.08.2023 के क्रम में सूचनार्थ ।
2. मुख्य विधि सलाहकार महोदय को सादर सूचनार्थ ।
3. M/s Aims Max Gardenia Developers Pvt Ltd को इस आशय से कि उक्त प्रश्नगत भूमि का अनुपूरक प्रलेख का निष्पादन मैसर्स इण्डोसेम इन्फ्रा प्रा0 लि0 के पक्ष में कराते हुए तत्काल कब्जा हस्तगत कराना सुनिश्चित करें।


सहायक महाप्रबंधक (गु0हा10)



SECTOR -50

(2) नवीन वी. तटस्थता प्रमाण पत्र हेतु नवीन कायदे कानून वि.सं. (1988) व नियम अन्वये उपरोक्त स्थळ परीक्षण करवून घ्यावे.

For Aims Max Gardenia Developers Pvt. Ltd.

Authorised Signatory



For INDOSAM INFRA PVT. LTD.

Director



R-51

(a)
(b)
(c) 5
1
3
4
(d) 1
1
2

14. The Lessee/Sub-Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
15. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
16. The Allottee/Lessee/Sub-Lessee shall execute and 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/sub-Lessee, the deposit, if any, made by the lessee/sub-lessee against that portion of the land of which possession could not be delivered to the lessee/sub-lessee by the Lessor.
17. All other remaining terms and conditions of the brochure/Lease deed shall be part of this sub-Lease Deed.
18. The said group housing property in question is bounded as under:

NORTH	:	NOIDA ROAD
SOUTH	:	PLOT NO. GH-05
EAST	:	SENIOR SECONDARY SCHOOL PLOT
WEST	:	PLOT NO. GH-05

IN PRESENCE OF FOLLOWING WITNESS WHEREOF the parties have sign this deed on the day and in the year herein first above written.

Witnesses: -

1. Amit Verma S/o Shri Dwarika Prasad R/o J-176, Sector-23, Sanjay Nagar, Ghaziabad 201001

Signed and delivered
For and on behalf of LESSOR

2. Anil Kumar Sharma S/o Late Shri Chhatri Prasad Sharma R/o H No. 4/184 New Defence Colony, Murad Nagar, Ghaziabad 201206

For and on behalf of LESSEE
(Authorized Signatory)

For INDOSAM INFRA PVT. LTD.

For and on behalf of SUB LESSEE
(Director)

For INDOSAM INFRA PVT. LTD.

AVINASH CHOUDHARY
ADVOCATE
SUB REGISTRAR OFFICE
NOIDA/GREATER NOIDA/GHAZIABAD
Reg. No. 9329/11 U.P.

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

LESSEE

SUB LESSEE

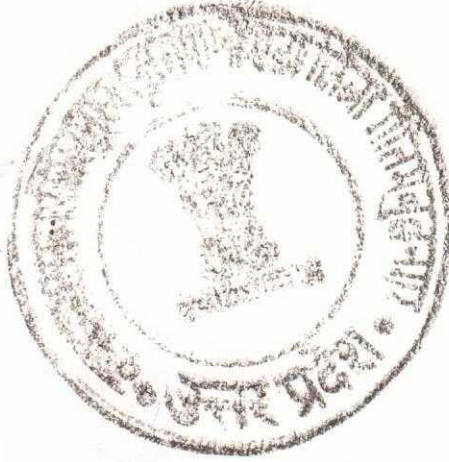
Aakash Bashiyar
Jr. Asstt.
Noida

Authorized Signatory

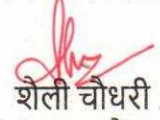
Director

आवेदन सं०: 202400743011424

बही संख्या 1 जिल्द संख्या 9834 के पृष्ठ 351 से 390 तक क्रमांक 924 पर
दिनांक 16/02/2024 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


शैली चौधरी.

उप निबंधक : नोएडा तृतीय
गौतम बुद्ध नगर
16/02/2024

प्रिंट करें