

(भाग १) २००९ क्रम संख्या ३०
(पञ्चकमी अथवा प्रार्थी द्वारा रखा जाने वाला)

लेख या प्रार्थना पर प्रस्तुत करने का दिनांक 11 AUG 2010

प्रस्तुत कर्ता या प्रार्थी का नाम

पत्र का प्रकार

प्रतिफल की अवधि ३० दिनों

१. रजिस्ट्रेशन शुल्क 5000000

२. प्रतिनिधिकरण शुल्क

३. निरीक्षक या तलाश के लिए शुल्क 2000000

४. मुख्तारनामा के अधिप्रमाणिकरण के लिए शुल्क 1000000

५. कमीशन शुल्क

६. विविध

७. यात्रिक भत्ता

१ से ६ तक का योग

शुल्क जमा करने की दिनांक 11 AUG 2010

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण

पत्र वापस करने के लिए तैयार होगा

रजिस्ट्रेशन अधिकारी के हस्ताक्षर

उप निबन्धक

नौतमबुद्धनगर



M/s AIG Infratech (India)
Pvt. Ltd.
G2B

भारतीय रिजर्व बैंक

पचास
रुपये

भारत

FIFTY
RUPEES

रु.

Rs.50



उत्तर प्रदेश UTTAR PRADESH

V 330385

Stamp Duty Paid in Cash Certificate in favour of *m/s AIG INFRA TECH (INDIA) PVT. LTD.*
125 Gyan Khand - 1, Indira puram, Ghaziabad.
In Pursuance of the order of the Collector
No. *110/2010* Dated *09/7/10* Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. *51,20,000/-*
(in words Rs. *Fifty One Lac Twenty Thousand 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 Chalan No. *05* Dated *13-7-10*
a Copy of Which is annexed herewith.

Date *15-7-2010*

Official Charge
Treasury

Gauram Badi Nager

For Gaursons Hi-Tech Infrastructure (P) Ltd.

[Signature]
Authorised Signatory

For AIG Infotech (India) Pvt. Ltd.

[Signature]
Director



Ms AIG Infra Tech
 [India] RA Ltd
 52B

पट्टा विलेख (90 वर्ष)
 59,440,000.00 280,000,000.00 10,000.00 50 10,050.00 2,500

प्रतिफल मालियत अग्रत वार्षिक किराया फीस रजिस्ट्री सकल व प्रति शुल्क योग अन्य लगभग
 श्री/श्रीमती संजीव कुमार शर्मा प्रतिनिधि प्रे0नी0ओ0प्रा0द्वारा सन्तोष कुमार (प्र0स0)
 पुत्र / पत्नी श्री

पेशा

निवासी स्थान वेटर नौएडा

अस्थायी पत्ता

ने यह लेखपत्र इस कार्यालय दिनांक 11/8/2010 समय 5:15PM

यहाँ निवेदन हेतु पेश किया।

Signature



Signature
 (राजबहादुर सिंह)

उपनिबन्धक, सदर
 गौतमबुद्धनगर

11/8/2010

निष्पादन लेखपत्र बाद सुनने व सुझावे मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पट्टा दाता

श्री/श्रीमती संजीव कुमार शर्मा
 प्रतिनिधि श्री प्रे0नी0ओ0प्रा0द्वारा सन्तोष कुमार
 (प्र0स0)

पुत्र/पत्नी श्री

पेशा नौकरी

Signature



पट्टा गृहीता

श्री/श्रीमती मे0 ए आई आई इन्फ्राटेक (प्राइवेट लि0)
 प्रा0लि0द्वारा राकेश अग्रवाल

पुत्र/पत्नी श्री कुलदीप राज अग्रवाल

पेशा नौकरी

निवासी 8/54 सी0-8 कालिदास गाजियाबाद



श्री/श्रीमती मे0 गौडसंस हाईटेक

इन्फ्रा0प्रा0लि0द्वारा शैलेन्द्र राघव

पुत्र/पत्नी श्री एल0एस0राघव

पेशा व्यापार

निवासी 216 गौड रेजी0 चन्द्र नगर गाजियाबाद

Signature





उत्तर प्रदेश UTTAR PRADESH

P 736823

Stamp Duty Paid in Cash Certificate in favour of *M/S AIG INFRA TECH (INDIA) PVT LTD*
125, Gyan Khand - 1, Indrapuram, Ghaziabad.
 In Pursuance of the order of the Collector
 No. *mem-29.6.10* Passed under
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. *88,800/-*
 (In words Rs. *Eighty Eight lac Eighty Thousand 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. *04* Dated *28.6.10*
 a Copy of Which is annexed herewith.

Date *29/6*
[Signature]
 Officer-in-Charge
 Treasury
Gaursons
 Gaursons Hi-Tech Infrastructure (P) Ltd.

For AIG Infratech (India) Pvt. Ltd.

[Signature]
 Director

[Signature]
 Authorised Signatory

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री एफ0एस0नागर

पुत्र श्री अनूप सिंह

पेशा व्यापार

निवासी कनायनी गाजियाबाद

व श्री अतुल कुमार गुप्ता

पुत्र श्री वी0पी0गुप्ता

पेशा नौकरी

निवासी आर-9/228 राजनगर गाजियाबाद

ने की।

पन्थकृत भद्र ग्राहियों के निशान अंगूठे नियमानुसार लिये गये हैं।



(राजबहादुर सिंह)
उपनिबन्धक, सदर
गौतमबुद्धनगर
11/8/2010



SUB LEASE DEED

MARKET VALUE 28,00,00,000.00
AREA OF PLOT 20,000 sq.mtr.

SALE CONSIDERATION 15,94,40,000/- (Fifteen crores ninety four lakh forty thousand only)

PLOT NO. : GC-02 / GAUR CITY, GH -01 Sector -04 , Greater Noida

STAMP DUTY 14000000.00

THIS SUB LEASE DEED is made at Greater Noida on this 11th day of August 2010

BY AND BETWEEN

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

AND

M/s Gaursons Hi-tech Infrastructure Pvt. Ltd. a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at 305, Arunachal Building, 19, Barakhamba Road, New Delhi-110001 through its authorised signatory / director Mr. Shailendra Raghav S/o Mr. L.S. Raghav R/o 216, Gaur Residency, Chander Nagar, Ghaziabad (U.P.) duly authorised by its Board of Directors vide Resolution dated 19.07.2010 (hereafter referred to as the Developers/Lessee) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the SECOND PART.

AND

M/s AIG Infratech (India) Pvt. Limited , a company incorporated under the Companies Act 1956 having its registered office at 1/10374-F, Gali No.3, West Gorakh Park, Shahdara, Delhi-110032 through its Director Mr. Rakesh Kumar Aggarwal S/o Mr. Kuldeep Raj Aggarwal R/o 8/54, Sector-8, Raj Nagar, Ghaziabad (U.P.) which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her / their legal heirs, executors, administrators, legal representatives and assigns of the THIRD PART/ Sub Lessee.

WHEREAS

- The Authority invited bids under its Scheme Code RTS-01/2010 (I) for allotment of various plots, including Plot No.GH-01, Sector-04, Greater Noida District Gautam Budh Nagar (Uttar Pradesh) for development of Residential Township. The permissible uses in this Residential Township are Group Housing, Commercial, Institutional and Parks, Open spaces, Play ground, Roads and Public Parking.
- The Lessee herein was the successful bidder for Plot No.GH-01, Sector-04, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 5,03,216 square metres.

For Gaursons Hi-Tech Infrastructure (P) Ltd.

For AIG Infratech (India) Pvt. Ltd.

बेतर गौरी
महाराज (महाराज)

Authorised Signatory

Director

पट्टा दाता

Registration No 20012

Year : 2010

Book No.

I

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रेड-नौवीं प्रवर्ग द्वारा सन्तोष कुमार

पेटर नौएडा

नौकरी



0102 मेड गीडसेंस हाईटेक इन्फ्रा-लिट्टा द्वारा शैलेन्द्र राघव

एलएस-राघव

216 गीड रेजीड वन्द नगर गाजियाबाद

व्यापार



- c) The allotment letter / bid document / brochure provides that the Developers shall get the Lease Deed of the said plot executed in its own name for a period of 90 (Ninety) years from the date of its execution.
- d) The Authority as a Lessor vide Lease Deed dated 05.05.10 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Utta Pradesh registered in Book No. 01 Jild No. 6110 Pages 371 to 400 document No. 8016 demised the said land for a period of 90 years from the date of its execution in favour of the Lessee (hereinafter referred to as the Lease Deed) as the Lessee on certain terms and conditions, inter-alia, to develop and / or construct and thereafter transfer the developed plots / flats / units in the following manners –

- The lease deed and bid document further provides that the Lessee will have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
- The Lessee have the option to sub-lease a maximum 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.
- After the approval of the lay-out plan from the authority, the Lessee is transferring lease hold rights to Sub-Lessee through this sub lease deed as internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street-lighting, etc. in that area is in progress.
- The Lessee is executing sub lease deed in favour of Sub-lessee.
- On execution of this sub-lease deed, the sub-lessee will be bound to comply with the provisions of payment of proportionate share of lease premium, lease rent and all other charges payable to the Authority in the proportionate share of the land area so sublet.
- The sub-lessee shall have to follow and fully implement the group housing project on this allotted/sub-leased plot no.GC-02 of GH-01, Sector-04, Gaur City, Greater Noida admeasuring 20,000 sq.m., all the terms and conditions of allotment and lease deed executed by the lessor in favour of Lessee. Any default on the part of such sub-Lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of the Brochure/bid document/lease deed.

- B. The layout plan of Developers / Lessee has been approved vide Lessor's letter No.PLG/BP 2279-s/opa 5637 dated 21.06.10. The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street lighting etc.
- C. As per approved Layout Plan / Master Plan the Residential Township plot, Lessee has further allotted Group Housing Plot No.GC-02 Sector 04, Area 20,000 square metres in the Project namely GAUR CITY being developed by

For Gaursons Hi-Tech Infrastructure (P) Ltd.

हैदराबाद नगर विकास प्राधिकरण

For AIG Infratech (India) Pvt. Ltd.

पट्टा गृहीता

Registration No. 20012

Year : 2010

Book No. 1

0201 40 ए आई जी इन्फान्टेक (इण्डिया) प्रा0लि0द्वारा राकेश अग्रवाल
कुलदीप राज अग्रवाल
8/54 सै0-8 राज नगर गाजियाबाद
नौकरी



the Lessee to M/s AIG Infratech (India) ^(P)Limited (Sub-Lessee) a company incorporated under the companies act 1956 having its registered office at , sub lease which is being executed through this Sub-Lease Deed.

(1) MODE OF PAYMENT AND PAYMENT PLAN

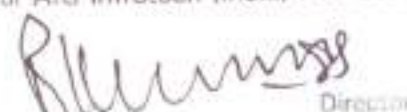
1. All payment should be made through demand drafts/ pay orders drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida/ Greater Noida. The Sub lease should clearly indicate his name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.
2. The Sub-Lessee have paid 10% premium and one year lease rent (till 4.5.2011) directly to the Lessee. The sub-lessee shall have to pay balance 90% premium @ Rs.7972/- per square metre within 10 years from the date of allotment to Lessee along with interest 12% interest. There shall be a moratorium of 24 months from the date of allotment/ reservation and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in half yearly installments. After expiry of the moratorium period, the balance 90% premium of the plot along with interest will be paid in 16 half yearly installments along with interest of Proportionate premium and Lease rent.
3. In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
4. All payments should be remitted by due date. In case the due date is a bank holiday then the Sublessee should ensure remittance on the previous working day.
5. In case of default, this sub lease deed be considered as cancelled without any further notice and the amount paid to the Lessor by the sub-lessee shall be forfeited. No interest will be paid on such amounts.
6. The payment made by the sub-lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
7. The Lease Rent prevalent at the time of execution of lease deed shall be payable.
- D. The total consideration of the plot is Rs.15,94,40,000 (Rupees Fifteen crores ninety four lakh forty thousand only) i.e. @ Rs.7972 per square metre.
- E. The sub-lessee shall have to pay balance 90% premium i.e. Rs.7972/- per square metre of the plot/sub-leased directly to the Lessor/Authority in the following manner:-

Head	Due date	Premium	Interest	Total amount of payable instalment	balance premium
Instalment No.1	19.09.2010	-	8,609,760.00	8,609,760.00	143,496,000.00 ✓
Instalment No.2	19.03.2011	-	8,609,760.00	8,609,760.00	143,496,000.00 ✓

For Gaursons Hi-Tech Infrastructure (P) Ltd.


Authorised Signatory

For AIG Infratech (India) Pvt. Ltd.


Director

Instalment No.3	19.09.2011	-	8,609,760.00	8,609,760.00	143,496,000.00
Instalment No.4	19.03.2012	-	8,609,760.00	8,609,760.00	143,496,000.00
Instalment No.5	19.09.2012	8,968,500.00	8,609,760.00	17,578,260.00	134,527,500.00
Instalment No.6	19.03.2013	8,968,500.00	8,071,650.00	17,040,150.00	125,559,000.00
Instalment No.7	19.09.2013	8,968,500.00	7,533,540.00	16,502,040.00	116,590,500.00
Instalment No.8	19.03.2014	8,968,500.00	6,995,430.00	15,963,930.00	107,622,000.00
Instalment No.9	19.09.2014	8,968,500.00	6,457,320.00	15,425,820.00	98,653,500.00
Instalment No.10	19.03.2015	8,968,500.00	5,919,210.00	14,887,710.00	89,685,000.00
Instalment No.11	19.09.2015	8,968,500.00	5,381,100.00	14,349,600.00	80,716,500.00
Instalment No.12	19.03.2016	8,968,500.00	4,842,990.00	13,811,490.00	71,748,000.00
Instalment No.13	19.09.2016	8,968,500.00	4,304,880.00	13,273,380.00	62,779,500.00
Instalment No.14	19.03.2017	8,968,500.00	3,766,770.00	12,735,270.00	53,811,000.00
Instalment No.15	19.09.2017	8,968,500.00	3,228,660.00	12,197,160.00	44,842,500.00
Instalment No.16	19.03.2018	8,968,500.00	2,690,550.00	11,659,050.00	35,874,000.00
Instalment No.17	19.09.2018	8,968,500.00	2,152,440.00	11,120,940.00	26,905,500.00
Instalment No.18	19.03.2019	8,968,500.00	1,614,330.00	10,582,830.00	17,937,000.00
Instalment No.19	19.09.2019	8,968,500.00	1,076,220.00	10,044,720.00	8,968,500.00
Instalment No.20	19.03.2020	8,968,500.00	538,110.00	9,506,610.00	-

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

H. EXTENSION OF TIME

1. In exceptional circumstances, the time for the payment of balance due amount may be extended by the LESSOR.
2. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
3. Extension of time, normally, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

For Gaursons Hi-Tech Infrastructure (P) Ltd.

For AIG Infratech (India) Pvt. Ltd.

भारत गौरव (सिगनेचर)

Authorised Signatory

Director

- I. The lease hold rights of the plot sub-leased to the sub-lessee by the Lessee, for the balance period of **90 years** calculated from the date of execution of lease deed i.e. 16.05.2010.

J. LEASE RENT

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

- (i) The sub-lessee has paid one year lease rent @ 1% of total premium has directly paid to the Lessee. The lease rent will be payable by the Sub-lessee to the Lessor @ 1.00 % of premium i.e. Rs.15,94,40,000 (Rupees Fifteen crores ninety four lakh forty thousand only) of the plot for the first 10 years of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (v) The sub-lessee shall have to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" before start of execution of further sub lease deeds in favour of final purchasers of the flats on this allotted group housing plot.

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

N. POSSESSION

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


O. EXECUTION OF SUB LEASE DEED

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

For Gaursons Hi-Tech Infrastructure (P) Ltd.


Authorised Signatory

For AIG Infratech (India) Pvt. Ltd.


Director

P. 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.

R. IMPLEMENTATION OF PROJECT

1. The sub-lessee is required to submit building plan for approval within 6 months from the date of execution of this sub lease deed and shall start construction within 18 months.
2. The 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 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 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 dated 16th May 2010 executed in favour of Lessee.
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, 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. All the internal development as well as construction works within the plot allotted to sub-lessee shall be carried out by the sub-lessee.
4. 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.

For Gaursons Hi-Tech Infrastructure (P) Ltd.

Authorised Signatory

For AIG Infratech (India) Pvt. Ltd.

Director

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, the sub-lease deed 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 Sub-lessee to decide the size of the built up space within the frame work of LESSOR Building Bye-laws.

S MORTGAGE

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

The Sub-lessee will submit the following documents:

- a. Sanction letter of the concerned Bank/approved financial institution.
- b. An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorised construction and commercial 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 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 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.

U MISUSE, ADDITIONS, ALTERATIONS ETC.

For Gaursons Hi-Tech Infrastructure (P) Ltd.

For AIG Infratech (India) Pvt. Ltd.

Authorised Signatory

Director

For Gaursons Hi-Tech Infrastructure (P) Ltd.

Authorised Signatory

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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.

V 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.

W 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.

X. MAINTENANCE

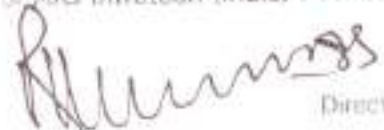
1. The sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - a) in a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all garbage/waste of the sector shall be disposed off at the earmarked place/land fills sites as per the policy of LESSOR for similar sectors.


गौर्सनस हाई-टेक इन्फ्रास्ट्रक्चर प्रा. लि.
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For AIG Infratech (India) Pvt. Ltd.


Director

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.

Y. 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 Sublessee for breach/ violation of terms and conditions of and/ or non-deposit of due amounts.
4. If at the same 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 Y1. 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.

Z. 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/sub-lessee and for the sub-sub-lessee.

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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 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 allottee or facilitate the Lessee/sub-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 could not be delivered by the LESSOR to the allottee, will be refunded to the allottee without interest.
6. If the sub-lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the 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.
7. Any dispute between the Authority and 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 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.
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 Sub-lessee/s of the Lessee shall be liable to pay all taxes/ charges/lease rent livable 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 Sub-lease liable for cancellation and the 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.
13. All arrears due to the Lessor would be recoverable as arrears of land revenue.
14. 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.
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 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 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.

Schedule of Plot

Group Housing Plot No.GC-02 Pocket GAUR CITY, Sector-04, Greater Noida measuring 20,000 sq.m. in the Distt. Gautam Budh Nagar (U.P) alongwith

For Gaursons Hi-Tech Infrastructure (P) Ltd.

For AIG Infratech (India) Pvt. Ltd.

Director

Director

FOR GARRISON'S 18-YEAR MINISTRATION OF \$1.00

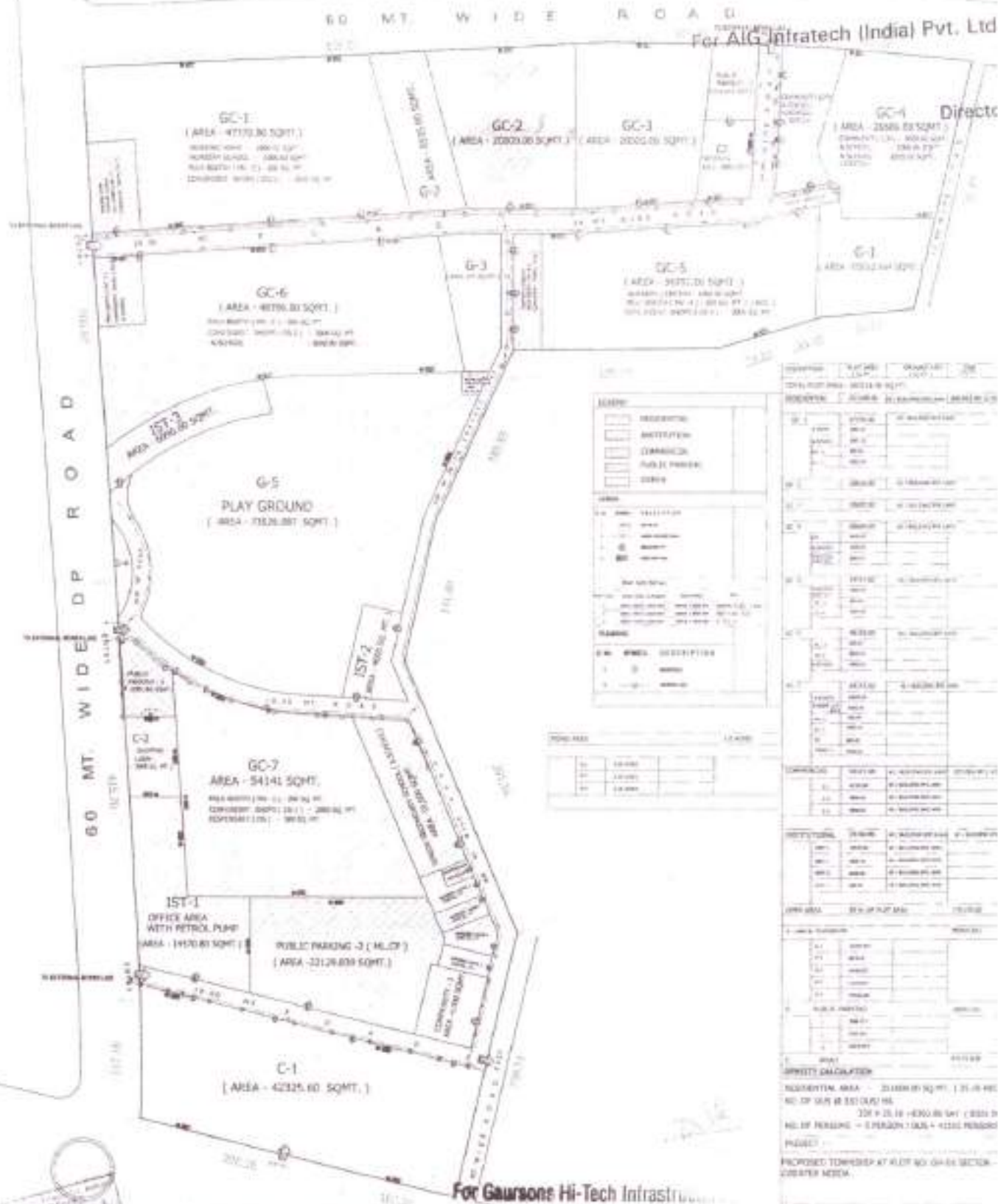
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60 MT WIDE ROAD

For AIG Infratech (India) Pvt. Ltd

Direct



For Gaursons Hi-Tech Infrastr.....

पेटर कोल्डा जीमिनिगम विज्ञान प्राधिका

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WIDE ROAD

GAUSSONE, HE, TECH INFRASTRUCTURE, I/P, LTD
801 INTERNATIONAL BUILDING, 2100 W 4TH AVE, SUITE
1000, VANCOUVER, BC, CANADA V6L 1A6

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आज दिनांक 11/08/2010 को

वही सं 1 जिल्द सं 7254

पृष्ठ सं 239 से 266 पर क्रमांक 20012

रजिस्ट्रीकृत किया गया ।


(राजबहादुर सिंह)

उपनिबन्धक, सदर

गौतमबुद्धनगर

11/8/2010



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