

327

भारतीय गैर न्यायिक

बीस रुपये

रु.20

भारत

Rs.20

TWENTY
RUPEES



INDIA



UDICIA



उत्तर प्रदेश UTTAR PRADE

02

Stamp Duty Paid in Cash Certificate in favour of *M/S Futech Shelters Pvt. Ltd.*
R-19, 3rd Floor, main Chakrapur, Vikas marg delhi
In Pursuance of the order of the Collector
No. *MEMO 06/01/12* Dated *06/01/12* Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. *20000.00 = Rs. two crore only*
(in words Rs. *two crore 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. *NO90002* Dated *07-01-12*
a Copy of Which is annexed herewith.

09 Jan 2012 *[Signature]*

Date.....

Officer-in-Charge

Treasury

Gautam Budh Nagar

09/01/12

ATTACHED WITH THE SUB LEASE DEED OF PLOT NO. GH-10,
SECTOR-75 (ECO CITY) AREA 20,000 SQ. MTR., NOIDA,
DISTT. GAUTAM BUDH NAGAR (U.P.)

LESSOR

For Aims Max Gardenia Developers Pvt. Ltd.

LESSEE

For FUTECH SHELTERS PVT. LTD.
SUB-LESSEE

क्यालाय अधीक
मुप कजलिग, नीडा

Director

Director

नं. 392 रु. 201 में शामिल
 किया गया।
 - 9 JAN 2012
 शोकड़िया
 ☆ कोषागार/गौतम बुद्ध नगर ☆

M/s Futec Shelters Pvt
 Ltd.
 Delhi



A copy of which is retained for
 by the Collector, Gautam Buddha Nagar
 of this document in the State Bank of India
 has been paid in Cash as stated duly in receipt
 in words of Rs. _____
 an amount of Rs. _____
 section 17-A of the Stamp Act, 1899 is covered and
 in pursuance of the order of the Collector
 Stamp Duty Paid in Cash Certificate is issued of

02/01/2012
 25/1/2012
 25/1/2012

ATTACHED WITH THE SUB LEASE DEED OF PLOT NO. GH-10,
 SECTOR-78 (ECO CITY) AREA 20,000 SQ. MTR., NOIDA,
 DISTT. GAUTAM BUDDH NAGAR (U.P.)

FOR FUTEC SHELTERS PVT LTD

For M/s M/s Gautam Buddha Nagar Pvt. Ltd.

Director

Director

For M/s M/s Gautam Buddha Nagar Pvt. Ltd.

MARKET VALUE 40,00,00,000.00
AREA OF PLOT 20,000 sq.mtr.

SALE CONSIDERATION- 31,52,40,000.00
PLOT NO.: GH-10/ ECO CITY, Sector-75, Noida

STAMP DUTY 2,00,00,000.00

THIS SUB LEASE DEED is made on the-13th day of January, Two Thousand Twelve.

BETWEEN

NEW OKHLA 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 permitted assigns of the FIRST PART

AND

M/s AIMS MAX GARDENIA DEVELOPERS PRIVATE LIMITED, a company duly incorporated under the Indian Companies Act, 1956 and having its corporate office at C-56/5, SECTOR-62, NOIDA-201301 through its authorized signatory/director Mr. MANOJ KUMAR RAY S/o SHRI NARENDER PARSAD RAY, R/o- A-218, MANGAL APARTMENT VASUNDHRA ENCLAVE DELHI-110092, duly authorized by its Board of Directors vide Resolution dated- 15.12.2011 (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 FUTEK SHELTERS PVT LTD., a company incorporated under the Companies Act 1956 and having its registered office, at R-19, 3RD FLOOR MAIN SHAKKERPUR MARKET VIKAS MARG, DELHI-110092, through its authorized signatory/ Director SHRI SANJEEV KUMAR S/O SHRI J.P. SHARMA R/o C-164, MANU APARTMENT MAYUR VIHAR PHASE-I, DELHI-110092 - duly authorized by its Board of Directors vide Resolution dated-15.12.2011 (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

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR
ग्रुप हाउसिंग, नोएडा

LESSEE

Director

For FUTEK SHELTERS PVT. LTD.
SUB-LESSEE

Director

उप पट्टा विलेख

(90 वर्ष)

15,240,000.00 400,000,000.00 10,000.00 60 10,060.00 3,000

प्रतिफल

मालियत

आमत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री

M/s FUTEK Shelters Pvt Ltd द्वारा संजीव कुमार

पुत्र श्री

जे0पी0शर्मा

व्यवसाय व्यापार

निवासी स्थायी

सी 164 मनु अपार्ट0 मयूर विहार-1 दिल्ली

अस्थायी पता

उक्त

ने यह लेखपत्र इस कार्यालय में

दिनांक 13/1/2012

समय 5:31PM

वजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(आर0के0पी0तम)

उप-निबन्धक द्वितीय

नोएडा

13/1/2012

निष्पादन लेखपत्र वाद मनने व समझने मजमून व प्राप्त धनराशि रु पलेखानसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री नोएडा प्राधिकरण द्वारा आर0के0वैद्य कार्यालय
अधीक्षक

पेशा नौकरी

निवासी से0-6 नोएडा

श्री M/s FUTEK Shelters Pvt Ltd द्वारा संजीव
कुमार

पुत्र श्री जे0पी0शर्मा

पेशा व्यापार

निवासी सी 164 मनु अपार्ट0 मयूर विहार-1 दिल्ली

श्री M/s Aims Max Gardenia

Devel.Pvt.Ltdद्वारा मनोज कुमार राय

पुत्र श्री नरेन्द्र प्रसाद राय

पेशा व्यापार

निवासी ए 218 मंगल अपार्ट0 वसुन्धरा एन्क0
दिल्ली



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, Roads and Public Parking.

B) The Lessee herein was the successful bidder for ECO CITY, Sector75, Noida, district Gautam Budh Nagar, Uttar Pradesh admeasuring approximately 6,00000.sqm.

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 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 dated 31.01.2011 duly registered with the Sub registrar, Gautam Budh Nagar, Noida, Uttar Pradesh registered in Book No.1 Jild No.3027 Page-197 To 236 document No.915, for 23916.00 sq. mts. and Lease Deed dated 01.12.2011 duly registered with the Sub registrar, Gautam Budh Nagar, Noida, Uttar Pradesh registered in Book No.1 Jild No.3843 Page-199 To 236 document No.10841, for 2,09,668.87 sq. mts. Demised the said plot for a period of 90 years from the date of its execution in favour of the Lessee (hereinafter referred to as the Lease Deed) as the Lessee on certain terms and conditions, inter-alla, 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 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 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 sub-lease.

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

ग्रुप हाउसिंग, नोएडा

LESSEE

Director

For FUTECH SHELTERS PVT. LTD.

SUB-LESSEE

Director

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री अनुप कुमार श्रीवास्तव

पुत्र श्री अजय श्रीवास्तव

पेशा नौकरी

निवासी 32 वी न्याय खंड-1 इन्द्रापुरम गा0बाद

व श्री सागर शर्मा

पुत्र श्री अशोक कुमार शर्मा

पेशा नौकरी

निवासी ए 290 सै0 9 न्यू विजय नगर गा0बाद

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकमा अधिकारी के हस्ताक्षर

(आर0के0गौतम)
उप-निबन्धक द्वितीय
नोएडा

13/1/2012



- The sub-lessee shall have to follow and fully implement the group housing project on this allotted/sub-leased plot no. **GH-10 of ECO CITY, Sector-75**, Noida admeasuring 20,000 sq.mtr., 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 condition of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of the Brochure/bid document/lease deed.
- The layout plan of Developers/Lessee has been approved vide lessor's letter No./Noida/CAP/2010/220 dated-09.11.2010. The Lessee has started internal development work such as internal roads, sewerage, drainage culverts, water-supply and electricity distribution transmission lines. Street lighting etc.
- As per approved Layout plan/master plan the Residential Township plot Lessee has further allotted Group Housing Plot No.-**GH-10, ECO CITY, Sector-75, Noida** Area 20,000 square meters in the project namely- **ECO CITY** being developed by the Lessee to **M/s FUTEK SHELTERS PVT LTD.** (Sub-Lessee) a company incorporated under the companies act 1956, having its registered office at, **R-19, 3RD FLOOR MAIN SHAKKERPUR MARKET VIKAS MARG, DELHI-110092**, sub lease which is being executed through this Sub-Lease Deed.

A.MODE OF PAYMENT AND PAYMENT PLAN

1. All payment should be made through demand drafts/ pay orders drawn in favour of "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. The Sub-Lessee have paid 10% premium and one year lease rent (till 2011-12) directly to the Lessee. The sub-lessee shall have to pay balance 90% premium and Lease rent @ Rs 15762 per square meter within 10 years from the date of allotment to lessee along with interest 11% interest. There shall be a moratorium of 24 months from the date of allotment/reservation and only the interest @11% 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 @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

For Aims Max Gardenia Developers Pvt. Ltd.

For FUTEK SHELTERS PVT. LTD.

LESSOR

LESSEE

Director

SUB-LESSEE Director

3

पट्टा दाता

Registration No.: 327

Year : 2,012

Book No. : 1

0101 नोएडा प्राधिकरण द्वारा आर0के0वैद्य कार्यालय अधीक्षक

सी0-6 नोएडा

नौकरी

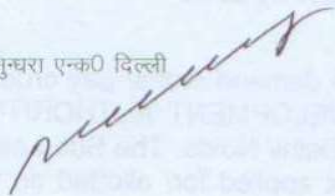


0102 M/s Aims Max Gardenia Devel.Pvt.Ltdद्वारा मनोज क

नरेन्द्र प्रसाद राय

ए 218 मंगल अपार्ट0 वसुन्धरा एन्क0 दिल्ली

व्यापार



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.
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.
8. The total consideration of the plot is Rs.31,52,40,000.00 (Rupees Thirty One Crore Fifty Two Lac Forty Thousand only) i.e. @ Rs.15762 per square meter.
9. The sub-lessee shall have to pay balance 90% premium i.e. Rs. 15762/- per square meter of the plot/sub-leased directly to the Lessor/Authority in the following manner:-

SL NO	DUE DATE	INSTALMENT (in Rs.)	INTEREST (in Rs.)	TOTAL (in Rs.)
1	11-09-2010	--	15604380	15604380
2	11-03-2011	--	15604380	15604380
3	11-09-2011	--	15604380	15604380
4	11-03-2012	--	15604380	15604380
5	11-09-2012	17732250	15604384	33336634
6	11-03-2013	17732250	14629110	32361360
7	11-09-2013	17732250	13653836	31386086
8	11-03-2014	17732250	12678562	30410812
9	11-09-2014	17732250	11703288	29435538
10	11-03-2015	17732250	10728014	28460264
11	11-09-2015	17732250	9752740	27484990
12	11-03-2016	17732250	8777466	26509716
13	11-09-2016	17732250	7802192	25534442
14	11-03-2017	17732250	6826918	24559168
15	11-09-2017	17732250	5851644	23583894
16	11-03-2018	17732250	4876370	22608620
17	11-09-2018	17732250	3901096	21633346
18	11-03-2019	17732250	2925822	20658072
19	11-09-2019	17732250	1950548	19682798
20	11-03-2020	17732250	975274	18707524

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

LESSEE

Director

For FUTECH SHELTERS PVT. LTD.

SUB-LESSEE

Director

कार्यालय अमीन
ग्रुप हाउसिंग, नोएडा

पट्टा गृहीता

Registration No. : 327

Year : 2,012

Book No. : 1

0201 M/s FUTEK Shelters Pvt Ltd द्वारा संजीव कुमार

जे०पी०शर्मा

सी 164 मनु अपार्ट० मयूर विहार-1 दिल्ली

व्यापार



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

B. EXTENSION OF TIME

1. 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. Extension of time, normally, shall not be allowed for more than 60 days for each instalment 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

LESSOR

LESSEE

Director

SUB-LESSEE

5 Director

कार्यालय अधीनस्थ
ग्रुप हाउसिंग, नई दिल्ली

For Aims Max Gardenia Developers Pvt. Ltd.

For FUTECH SHELTERS PVT. LTD.

EXTENSION OF TIME

1. The amount of extension for depositing the required money and interest money shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension. The amount of extension shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension. The amount of extension shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension.

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3. The amount of extension for depositing the required money and interest money shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension. The amount of extension shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension.

4. The amount of extension for depositing the required money and interest money shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension. The amount of extension shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension.



LEASE RENT

5. The amount of extension for depositing the required money and interest money shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension. The amount of extension shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension.

6. The amount of extension for depositing the required money and interest money shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension. The amount of extension shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension.

7. The amount of extension for depositing the required money and interest money shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension. The amount of extension shall be fixed by the Government of India on the basis of the amount of money required for the purpose of the extension.

For FUTURE SPLITTING OF
SUB-LEASES
Director

LESSOR

LESSOR

- (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.
- (v) The Lessee/Sub Lessee has the option to pay lease rent equivalent to 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.

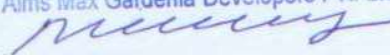
D. POSSESSION

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 per cent 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 per cent 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 mtr. 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.

For Aims Max Gardenia Developers Pvt. Ltd.



LESSOR

LESSEE

Director

For FUTECH SHELTERS PVT. LTD.

SUB-LESSEE

Director

कार्यालय अधीक्षक
ग्रुप हाउसिंग, नोएडा

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 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 services 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 service 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

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

LESSEE

Director

For FUTECH SHELTERS PVT. LTD.
SUB-LESSEE

Director

कार्यालय अधीन
गुप हाजरींग, नौरडा

5. The Lessee shall have to maintain and keep good in repair all the buildings and structures on the leased land and shall be responsible for the cost of such repairs and maintenance.

On expiration of the term of lease, the Lessee shall be bound to demolish all the buildings and structures on the leased land and shall be responsible for the cost of such demolition and removal of the debris.

Any default on the part of such Lessee in fully maintaining the leased land or in demolishing the buildings and structures on the leased land shall be deemed to be a breach of the lease and the Lessee shall be liable to pay damages to the lessor and to the Government of the State of Karnataka for the loss and damage caused to the Government and the lessor.

WARRANTY

The Lessee shall warrant and hold harmless the lessor and the Government of the State of Karnataka from and against all claims and damages of whatever nature and kind which may be made against or incurred by the lessor or the Government of the State of Karnataka in connection with the lease.

1. The Lessee shall warrant and hold harmless the lessor and the Government of the State of Karnataka from and against all claims and damages of whatever nature and kind which may be made against or incurred by the lessor or the Government of the State of Karnataka in connection with the lease.

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IMPLEMENTATION OF THE LEASE

The Lessee is required to submit a detailed plan of the leased land to the lessor and the Government of the State of Karnataka for their approval. The plan should show the location of the leased land, the area to be developed, and the proposed buildings and structures. The plan should also show the proposed roads and other facilities. The plan should be submitted to the lessor and the Government of the State of Karnataka within a period of 15 days from the date of the lease.

The Lessee shall be responsible for the cost of the plan and for the cost of the implementation of the lease. The Lessee shall also be responsible for the cost of the construction of the buildings and structures on the leased land. The Lessee shall be responsible for the cost of the maintenance and repair of the buildings and structures on the leased land.

For And On Behalf of the Lessee

LESSEE

FOR THE LESSOR

LESSOR

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 temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the NOIDA within a period of 5 years 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, 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.
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 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.
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 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.

H. NORMS OF DEVELOPMENT

The land use break-up for 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

LESSOR

कार्यालय असीमदा
ग्रुप हाउसिंग, नोएडा

For Aims Max Gardenia Developers Pvt. Ltd.

LESSEE

Director

For FUTECH SHELTERS PVT. LTD.
SUB-LESSEE

8

Director

extension of lease term. The lease and lease shall be renewed to complete the construction of the building to be built on the land. If the building is not completed within the period of the lease, the lease shall be renewed to complete the construction of the building to be built on the land. If the building is not completed within the period of the lease, the lease shall be renewed to complete the construction of the building to be built on the land.

At the expiration of the lease term, the land shall be returned to the owner. If the building is not completed within the period of the lease, the lease shall be renewed to complete the construction of the building to be built on the land. If the building is not completed within the period of the lease, the lease shall be renewed to complete the construction of the building to be built on the land.

Extension for more than three years, normally, will not be permitted. If the building is not completed within the period of the lease, the lease shall be renewed to complete the construction of the building to be built on the land.

- For the first year the owner shall be the lessor.
- For the second year the owner shall be the lessor.
- For the third year the owner shall be the lessor.

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

In case the land is not used for the purpose of the lease, the lease shall be renewed to complete the construction of the building to be built on the land. If the building is not completed within the period of the lease, the lease shall be renewed to complete the construction of the building to be built on the land.

This shall be valid only if the land is used for the purpose of the lease. If the building is not completed within the period of the lease, the lease shall be renewed to complete the construction of the building to be built on the land.

The owner shall be responsible for the construction of the building to be built on the land. If the building is not completed within the period of the lease, the lease shall be renewed to complete the construction of the building to be built on the land.



Sl. No.	Particulars	Rate
1	Lease Fee	1000/-
2	Lease Fee	1000/-
3	Lease Fee	1000/-
4	Lease Fee	1000/-
5	Lease Fee	1000/-
6	Lease Fee	1000/-
7	Lease Fee	1000/-
8	Lease Fee	1000/-
9	Lease Fee	1000/-
10	Lease Fee	1000/-

For further details, please refer to the attached documents. The documents are available for public inspection. The documents are available for public inspection. The documents are available for public inspection.

- (*) Area of Parks/Open Spaces shall have to be maintained as per norms of NOIDA Master Plan/Building-byelaws .
(**) Subject to approval of state Government.

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

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 unauthorised 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 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.

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.

For Aims Max Gardenia Developers Pvt. Ltd.

For FUTECH SHELTERS PVT. LTD.

LESSOR

LESSEE

Director

SUB-LESSEE

Director

1. The date of the mortgage shall be the date of the mortgage deed and the date of the mortgage deed shall be the date of the mortgage deed.

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MORTGAGE

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TRANSFER OF PROPERTIES

1. The date of the mortgage deed shall be the date of the mortgage deed and the date of the mortgage deed shall be the date of the mortgage deed.

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- 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.

The Lessee/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 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.

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

LESSEE

Director

कार्यालय अमीन
ग्रुप हाऊसिंग, नई दिल्ली

For FUTECH SHELTERS PVT. LTD.

SUB-LESSEE

10

Director

2) No transfer charges shall be applicable in case of first sale of the developed plots and of built up space including the built up space on the developed plots as discussed above, within two years after the date of completion. However, for subsequent sales the transfer charges as prescribed in the bye-laws of the city shall be payable.

MISUSE, ADDITIONS, ALTERATIONS ETC.

In case of violation of any of the above conditions, alterations shall be liable to be cancelled and possession of the premises along with the structures thereon, if any, shall be handed over to the Lessor.

The Lessor reserves the right to make any alteration or addition in the walls, building or other structures for the time being on the leased premises, even if the Lessor is not a party to the lease, and in case of any violation, the Lessor shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such violation or breach.

If the Lessor (or Lessee) fails to correct such violation, within 30 days of the receipt of notice of such notice, then it will be deemed that the Lessor has caused such violation to be continued at the expense of the Lessor. Lessee who thereby agrees to be bound by the above conditions as a part of the lease, shall be deemed to have accepted the same.

LIABILITY TO PAY TAXES

The Lessor reserves the right to pay all taxes, including but not limited to, property tax, water tax, electricity tax, and any other taxes, which may be levied on the premises, and the Lessee shall be liable to pay all taxes, including but not limited to, income tax, gift tax, and any other taxes, which may be levied on the Lessee.



OVERRIDING POWER OF LESSOR

The Lessor reserves the right to override any lease agreement, including this lease, in the event of any conflict between the provisions of this lease and the provisions of the lease agreement, and the Lessee shall be bound by the provisions of the lease agreement, and the Lessor shall be deemed to have accepted the same.

FOR THE LESSOR
[Signature]
[Stamp]

FOR THE LESSEE
[Signature]
[Stamp]

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 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 regulations, 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 lease/sub-lease allotment in the case of:

1. Allotment/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 applicant/ allottee for breach/ violation of terms and conditions of registration/ allotment/ lease and/ or non-deposit of allotment amount.

LESSOR

For Aims Max Gardenia Developers Pvt. Ltd.

LESSEE

For FUTECH SHELTERS PVT. LTD.

SUB-LESSEE

11

Director

कार्यालय अधीनस्थ
ग्रुप हाऊसिंग, नोएडा

Director

MAINTENANCE

The Lessee shall be responsible for the maintenance of the premises and the equipment and fixtures therein. The Lessee shall also be responsible for the maintenance of the premises and the equipment and fixtures therein.

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FOR RUCS SELLERS PVT. LTD.

(1) Date

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 no 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 no claim whatsoever shall be entertained in this regard.

P. 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.
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 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 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.

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR
कार्यालय अधीक्षक
ग्रुप हाउसिंग, नोएडा

LESSEE

Director

For FUTECH SHELTERS PVT. LTD.

SUB-LESSEE
12 Director

11. If the value of the property is less than the amount of the advance, the amount of the advance shall be repaid by the Lessee to the Lessor within the period of one year from the date of the advance. If the value of the property is more than the amount of the advance, the amount of the advance shall be repaid by the Lessee to the Lessor within the period of one year from the date of the advance. The Lessor shall be entitled to the interest on the advance at the rate of 12% per annum.

12. If the Lessee fails to repay the advance within the period of one year from the date of the advance, the Lessor shall be entitled to the interest on the advance at the rate of 12% per annum. The Lessor shall also be entitled to the principal amount of the advance.

OTHER CLAUSES

1. The Lessee shall be liable to the Lessor for the loss of the property in the event of its destruction or damage. The Lessor shall be entitled to the interest on the advance at the rate of 12% per annum.

2. The Lessee shall be liable to the Lessor for the loss of the property in the event of its destruction or damage. The Lessor shall be entitled to the interest on the advance at the rate of 12% per annum.

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6. The Lessee shall be liable to the Lessor for the loss of the property in the event of its destruction or damage. The Lessor shall be entitled to the interest on the advance at the rate of 12% per annum.

7. The Lessee shall be liable to the Lessor for the loss of the property in the event of its destruction or damage. The Lessor shall be entitled to the interest on the advance at the rate of 12% per annum.

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 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 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 thereo
12. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
13. All arrears of the Lessor would be recoverable as arrears of land revenue.
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 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/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.

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

कार्यालय अधीक्षक
ग्रुप हाऊसिंग, नोएडा

LESSEE

Director

For FUTECH SHELTERS PVT. LTD.
SUB-LESSEE

13 Director

any dispute between the parties and the arbitrator shall be subject to the jurisdiction of the Court having jurisdiction over the parties. The parties hereby agree to the Court's jurisdiction over the dispute in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

The arbitrator shall be appointed by the parties or by a sole arbitrator. The arbitrator shall be a person of sound mind and of legal age.

The arbitrator shall have the authority to administer the oath to the witnesses and to take evidence on oath.

The arbitrator shall have the authority to make interim orders and to grant relief in the form of injunctions, specific performance, damages, interest, costs, and any other relief that may be deemed fit by the arbitrator.

The arbitrator shall have the authority to make a final award and to enforce the same.

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The arbitrator shall have the authority to make a final award and to enforce the same.

The arbitrator shall have the authority to make a final award and to enforce the same.



FOR FUTURE SELLERS PVT LTD
Sole Proprietor
1) Dinesh

17. All other remaining terms and conditions of the brochure/Lease Deed shall be part of this Sub-Lease Deed.

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. Shri Anup Kumar Srivastva
S/o Shri Ajay Srivastva
R/o 32, B Nyay Khand-I,
Indrapuram, Ghaziabad, U.P.

Signed and delivered
for and on behalf of LESSOR

कार्यालय अधीन
ग्रुप हाऊसिंग, नोएडा

2. Shri Sagar Sharma
S/o Shri Ashok Kumar Sharma
R/o A-290, Sector-9, New Vijay Nagar
Ghaziabad, U.P.

For and on behalf of the LESSEE

For Aims Max Gardenia Developers Pvt. Ltd.

Director

For and on behalf of the SUB LESSEE

For FUTECH SHELTERS PVT. LTD.

Director

For Aims Max Gardenia Developers Pvt. Ltd.

For FUTECH SHELTERS PVT. LTD.

LESSOR

LESSEE

Director

SUB-LESSEE

Director

कार्यालय अधीन
ग्रुप हाऊसिंग, नोएडा

आज दिनांक 13/01/2012 को

वही सं. 1 जिल्द सं. 3944

पृष्ठ सं. 281 से 312 पर कमांक 327

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



(आर0के0गौतम)

उप-निबन्धक द्वितीय
नोएडा

13/1/2012