



INDIA NON JUDICIAL

Government of Uttar Pradesh

SAMAR SINGH

Advocate

Greater Noida

9891578448

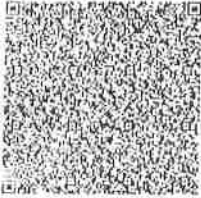
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15031/23



Certificate No. : IN-UP89053162587778V
 Certificate Issued Date : 19-Apr-2023 03:35 PM
 Account Reference : NEWIMPACC (SV)/ up14002404/ GREATER NOIDA/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1400240469678009706447V
 Purchased by : STARCITY BUILDERS AND PROMOTERS LLP
 Description of Document : Article 35 Lease
 Property Description : COMMERCIAL PLOT NO-C1 AND C2/TS-06/SECTOR-22D,YAMUNA EXPRESSWAY,YEIDA CITY,DISTT-G.B. NAGAR
 Consideration Price (Rs.) :
 First Party : YEIDA AND GREENBAY INFRASTRUCTURE PVT LTD
 Second Party : STARCITY BUILDERS AND PROMOTERS LLP
 Stamp Duty Paid By : STARCITY BUILDERS AND PROMOTERS LLP
 Stamp Duty Amount(Rs.) : 5,51,19,000
 (Five Crore Fifty One Lakh Ninteen Thousand only)

CERTIFICATE LOCKED



Please write or type below this line

STARCITY BUILDERS AND PROMOTERS LLP

AUTHORISED SIGNATORY

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 सहायक महाप्रबंधक
 यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

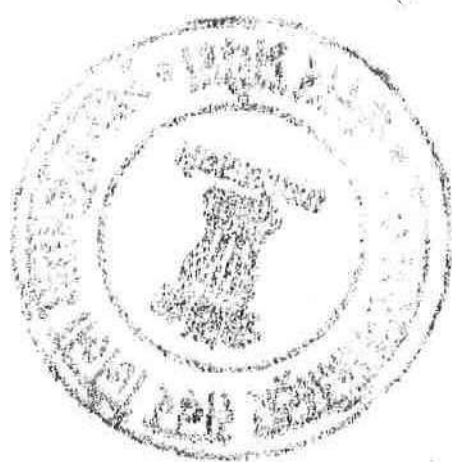
Green Bay Infrastructure Pvt. Ltd

Authorised Signatory

IRID 0002151429

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1



SUB LEASE DEED

MARKET VALUE Rs. 78, 74, 12,544.00

AREA OF PLOT 16004.32 Sq. Mtr

SALE CONSIDERATION Rs. 26, 06, 10,254.89

PLOT NO. Plot No. Commercial C-1 & C-2/TS-06, Sector-22D,
Yamuna Expressway, YEIDA City
District Gautama Budh Nagar, Uttar Pradesh

STAMP DUTY Rs. 5, 51, 19,000.00

THIS SUB LEASE DEED is made at Yamuna Expressway Industrial Development Authority on this day of 2023,


BY AND BETWEEN

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

AND

Greenbay Infrastructure Pvt. Ltd. (PAN No. AADCG8493P), a company incorporated under the Companies Act 1956 and having its registered office at RZ-D5, Mahaveer Enclave, New Delhi-45 through its authorised signatory **Mr. Sanjay Aggarwal S/o Late Sh. B.P. Gupta R/o A-202, Vidyut Apartments, 81 Patparganj, Delhi-110092** duly authorised by its Board of Directors vide Resolution dated 01/02/2023 (Hereinafter referred to as Developer/ Lessee) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the SECOND PART.

AND


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LESSOR

Green Bay Infrastructure Pvt. Ltd

LESSEE

Authorised Signatory

STARCITY BUILDERS AND PROMOTERS LLP


AUTHORISED SIGNATORY

SUB-LESSEE



M/s Starcity Builders & Promoters LLP (PAN No. AESFS8001D), a company incorporated under the Companies Act 1956 and having its registered office at 7TH floor, Plot No. 01B, Sector-126, Noida, UP-201303 Through its authorised signatory **Mr. Ramsant Yadav S/o Mr. Dukhi Ram Yadav R/o H.No.584, Gali No.4, Jhandapur, Sahibabad, Ghaziabad Uttar Pradesh-201010** duly authorised by its Board of Directors vide Resolution dated 13/04/2023 (hereinafter referred to as Developer/ Lessee) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the **THIRD PART**.

WHEREAS

- The Authority invited bids under its Scheme Code **YEA-RT-02** for allotment of various plots, including Plot No. **TS-06 Sector-22D**, Yamuna Expressway Industrial Development Authority District Gautam Budh Nagar (Uttar Pradesh) ad-measuring 408622 Sq. mtr. area for development of Residential Township.
- The Lessee herein was the successful bidder for Plot No. **TS-06 Sector 22D**, Yamuna Expressway, District Gautam Budh Nagar, and Uttar Pradesh admeasuring 408622 square metres.
- The allotment letter / bid document / brochure provides that the Developers shall get the Lease Deed of the said plot executed in its own name for a period of 90 years from the date of its execution.
- The Authority as a Lessor vide Lease Deed dated 27.03.2012 duly registered with Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in **Book No. 1 Jild No 10584, Page No.143 to 180 Document No.6334** demised the said plot for a period of 90 years from the date of its execution in favour of the Lessee (hereinafter referred to as the Lease Deed) as the Lessee on certain terms and conditions, inter-alia, to develop and / or construct and thereafter transfer the developed plots / flats / units.
- An area measuring 408622 **Sq mtr.** has been leased by the Lessor and demised the said plot for a period of 90 years from the date of its execution in favour of the Lessee 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:-


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LESSOR.


Green Bay Infrastructure Pvt. Ltd

LESSEE
 Authorised Signatory

STARCITY BUILDERS AND PROMOTERS LLP


 AUTHORISED SIGNATORY

SUB-LESSEE

उप पट्टा विलेख

बही सं०: 1

रजिस्ट्रेशन सं०: 15031

वर्ष: 2023

प्रतिकल- 787413000 स्टाम्प शुल्क- 55119000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 7874130 प्रतिलिपिकरण शुल्क - 120 योग : 7874250

श्री मैसर्स स्टारसिटी बिल्डर्स एन्ड प्रमोटर्स एलएलपी द्वारा
रामसंत यादव अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री दुखराम यादव
व्यवसाय : अन्य
निवासी: 584, गली न-4, झंडापुर साहिबाबाद गाज़ियाबाद

[Handwritten Signature]



श्री. मैसर्स स्टारसिटी बिल्डर्स एन्ड प्रमोटर्स एलएलपी द्वारा
रामसंत यादव अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 12/06/2023 एवं

03:46:07 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Handwritten Signature]

प्रेम प्रकाश सिंह

उप निबंधक :सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

12/06/2023

[Handwritten Signature]

निबंधक लिपिक

12/06/2023

प्रिंट करें



- 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, Additional Compensation (No Litigation Incentive), lease rent and all other charges payable to the Authority in the proportionate share of the land area so sublet as herein contained in this Sub- Lease deed.
 - The sub-lessee shall have to follow all the terms and conditions of allotment and lease deed executed by the lessor in favour of Lessee. Any default on the part of such sub-Lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of the Brochure/bid document/lease deed.
- f) The layout plan of Developers/Lessee has been approved by Lessor vide letter No **YEA/Planning/1089/2022** dated **18.05.2022**. The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street lighting etc.
- g) As per approved Layout Plan of the Township plot, Lessee has further transferred Commercial Plot No. **Commercial C1 & C2 /TS-06, Sector-22D**, Yamuna Expressway area enumerated in the approved Layout Plan to **M/s Starcity Builders & Promoters LLP** (Sub-Lessee) a company incorporated under the companies Act 1956 having its registered office at 7th Floor, Plot No. 01B, Sector-126, Noida, Gautam Budh Nagar, UP-201303 for which Sub- lease is being executed through this Sub- Lease-Deed.
- h) The Lessee agree that 35% of total Area of Plot number TS-06/22D which is reserved/dedicated for Roads and Park and open spaces (herein after referred to as area/common area) shall be incapable of being Leased Independently. Lessee and sub lessee shall be responsible, jointly and severally for the development and


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LESSOR

Green Bay Infrastructure Pvt. Ltd

LESSEE

Authorised Signatory

STARCITY BUILDERS AND PROMOTERS LLP


 AUTHORISED SIGNATORY

SUB-LESSEE

आवेदन सं०: 202300743025484

बही सं०: 1

रजिस्ट्रेशन सं०: 15031

वर्ष: 2023

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

पट्टा दाता: 1

श्री यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण द्वारा ब्रजेश
कश्यप के द्वारा संजीव कुमार शर्मा ,

निवासी: ग्रेटर नोएडा

व्यवसाय: अन्य



पट्टा दाता: 2

श्री मैसर्स ग्रीनबे इंफ्रास्ट्रक्चर प्राइवेट लिमिटेड के द्वारा संजय
अग्रवाल , पुत्र श्री बी० पी० गुप्ता

निवासी: ए-202 विद्युत् अपार्टमेंट, 81 पटपड़गंज दिल्ली

व्यवसाय: अन्य



पट्टा गृहीता: 1

श्री मैसर्स स्टारसिटी बिल्डर्स एन्ड प्रमोटर्स एलएलपी के द्वारा
रामसंत यादव , पुत्र श्री दुखराम यादव

निवासी: 584, गली न-4, झंडापुर साहिबाबाद गाज़ियाबाद

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री समर सिंह , पुत्र श्री एस० आर० सिंह

निवासी: ग्रेटर नोएडा

व्यवसाय: वकालत

पहचानकर्ता : 2



श्री आयुष यादव , पुत्र श्री के पी यादव

निवासी: ग्रेटर नोएडा

व्यवसाय: अन्य



maintenance of such area/common area, and this would be applicable for the entire term of this lease deed, as per the norms of the lessor, as may be fixed or amended from time to time. In the same regards, the Sub-Lessee shall pay to Lessee all charges/payment without any delay and demur, for development/upkeep/maintenance of such area/common areas. That all such payment shall be proportionate to the area sub-leased to Sub-Lessee on pro-rata basis.

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

- i) For the development and maintenance of such area/common area, The Lessee/ Sub-Lessee or its Sub-Lessee in turn shall have to make adequate financial arrangements to the satisfaction of the Lessor. It is an agreed condition of this Sub-Lease, and be incorporated in further Sub-Lease, that any default in such development and maintenance of Road, Parks and open area of the lessee shall constitute a material breach of the Lease Deed or further Sub -Lease Deed as the case may be and further that in the event of the Lessor (i.e. YEIDA) at any point of time is required to develop or maintain the Roads/Parks and open area of the such area, then the cost thereof shall be proportionately recoverable from the ultimate sub-lessee of individual plots/flats as the case may be and same shall constitute a change over such plot/flat. The Sub-Lessee undertakes to incorporate such a covenant in every further sub lease.

A. MODE OF PAYMENT AND PAYMENT PLAN

1. All payment should be made through demand drafts/ pay orders drawn in favour of "YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida/Greater Noida/ Yamuna Expressway Industrial Development Authority. The Sub lessee should clearly indicate his name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order. The payment can also be done online.


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LESSOR

Green Bay Infrastructure Pvt. Ltd.


Sub-Lessee Signatory

STARCITY BUILDERS AND PROMOTERS LLP


AUTHORISED SIGNATORY

SUB-LESSEE

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रेम प्रकाश सिंह

उप निबंधक : सदर गेटर नोएडा

गौतम बुद्ध नगर

12/06/2023

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार
लिए गए हैं।

टिप्पणी :

निबंधक लिपिक गौतम बुद्ध नगर

12/06/2023

प्रिंट करें



2. The total premium of the plot is Rs.18, 98, 56,458.22 Eighteen crore ninety eight lakh fifty six thousand four hundred fifty eight rupees and twenty two paisa only).
3. Now as per over dues calculated by Authority up to 31.03.2023, the total amount due comes out to be is Rs.18, 98, 56,458.22 (Rupees Eighteen crore ninety eight lakh fifty six thousand four hundred fifty eight rupees and twenty two paisa only), which is calculated in proportion to the sub leased area on pro rata basis, out of the aforesaid amount Sub-Lessee has already been paid.
4. That it is imperative to mention that, while the total amount due is as per the original terms of the allotment does not include the any 64.7% additional farmer compensation, No litigation incentive, ex-gratia, authority/government levied penalty/charges, but the same was levied by Authority post allotment vide it demand dated 01.12.2014, this demand was later on challenged at Hon'ble Allahabad High Court, and the captioned demand was dismissed by Hon'ble High Court vide its order dated 28.05.2020 However, the same is challenged by Authority and Uttar Pradesh Government before Hon'ble Supreme Court as SLP 10015&10034 and Uttar Pradesh Government as SLP no 009891-009910. Then Hon'ble Supreme Court rejected High Court order dated-19.05.2022 and passed direction: -

In the result, we pass the following order:

- (i) The appeals are allowed;
- (ii) The impugned judgment and order dated 28th May, 2020, passed by the Allahabad High Court in Writ Petition No. 28968 of 2018 and companion matters is quashed and set aside;
- (iii) The writ petitions filed by the respondents covered by the impugned judgment and order dated 28th May 2020 passed by the Allahabad High Court are dismissed;

Applications for Intervention are allowed. Pending applications, including the applications for directions, shall stand disposed off in the above terms. There shall be no order as to costs.

5. That as result of the above all such 64.7% Additional Compensation (No Litigation Incentive) Amount shall be payable proportionate to the area sub-leased to Sub-Lessee on pro-rata basis. Now as per over dues calculated by authority up

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SUB-LESSEE

to 31.03.2023, the total Additional Compensation amount due comes out to be Rs. 7, 07, 54,066.67 (Rupees Seven Crore seven lakhs fifty four thousand sixty six rupees and sixty seven paisa only), which is calculated in proportion to the sub leased area on pro rata basis, out of the aforesaid amount Sub-Lessee has already been paid.

6. In case of default in depositing the instalment or any payment, interest @ 13% (10% + 03%) compounded half yearly shall be liveable for defaulted period on the defaulted amount and interest shall be subjected to the revision on 01st January & 01st July of each year as per GO No.1567/77-4-20-36N/20, Dated 09th June 2020.
7. All payments should be remitted by due date. In case the due date is a bank holiday then the Sub-lessee should ensure remittance on the previous working day.
8. In case of default, this sub lease deed be considered as cancelled without any further notice and the amount paid to the Lessor by the sub-lessee shall be forfeited. No interest will be paid on such amounts.
9. The payment made by the sub-lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
10. The Lease Rent prevalent at the time of execution of lease deed shall be payable.
11. In case Original lessee does not pay the premium and other dues of the common area, then the sub-lease shall pay the premium and other dues in proportion to the sub leased area on pro rata basis.

B. NORMS OF DEVELOPMENT

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

C. EXTENSION OF TIME

1. In exceptional circumstances, the time for the payment of balance due amount of Instalment may be extended by the YEIDA. However, in such area of time extension, interest @ 13% (10%+ 3%) per annum compounded half yearly shall be charged on the outstanding amount for such extension period. The rate of

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SUB-LESSEE



interest shall be subjected to the revision on 01st January & 01st July of each year as per GO No.1567/77-4-20-36N/20, Dated 09th June 2020.

2. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

D. LEASE RENT and Additional Fees


- (i) The total dues of Lease Rent calculated in proportion to the sub-leased area on pro-rata basis comes out to be Rs.1,35,98,142.81 up to 31.03.2023. This has already been paid by the Sub-Lessee.
- (ii) The Sub Lessee has paid Rs.82, 74,233.43 as One Time Lease Rent being 11% of total premium of the Plot. This has already been paid by the Sub-Lessee.
- (iii) The total dues of additional fees (3%) calculated in proportion to the sub-leased area on pro-rata basis comes out to be Rs.64, 91,773.11 has already been paid by the Sub-Lessee.

E. POSSESSION

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

F. EXECUTION OF SUB LEASE DEED

1. On execution of sub lease deed sub lessee will be bound to comply with the provision of payments share of lease premium of land area so sublet lease rent and all other charges payable to the YEIDA. In the proportionate share of the land area sublet such sub lessee shall be treated as an independent entity for purposes of land use building bye laws and payments to the YEIDA. Sub-lessee shall obtain NOC from the lessor before allotting any built up space to anybody.
2. Any default on the part of sub lessee to fully implement the terms and conditions of the lease deed or the scheme shall not be automatically considered as default of the lessee as has been mentioned in the scheme brochure including cancellation of the Sub- Lease and forfeiture of the premium etc. as per the terms and condition of the brochure.
3. The Lessor will monitor the implementation of the Project.


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 LESSOR

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 LESSEE
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STARCITY BUILDERS AND PROMOTERS LLP

 AUTHORISED SIGNATORY

SUB-LESSEE ..

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ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ

ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
ΥΠΟΥΡΓΕΙΟ ΠΑΙΔΕΙΑΣ
ΕΡΕΥΝΑΣ ΚΑΙ ΘΡΗΣΚΕΥΜΑΤΩΝ

4. In case of default render the sub lessee liable for cancellation and the sub lessee will not be paid any compensation thereof.
5. The sub lessee shall execute an indemnity bond indemnifying the LESSOR unequivocally against any consequences of a situation where the LESSOR is not able to give possession of the acquired land and/or of the un-acquired land. In such a situation the liability of the LESSOR shall be limited to refund, without interest to the sub-lessee the deposit if any made by the sub lessee against that portion of the land of which possession could not be delivered to the sub -lessee by the LESSOR.
6. The Sub- Lessee will have to earmark areas for multi-storey/ independent shops and commercial plot and permissible ground coverage & FAR shall be as per permissible regulations
7. After the approval of layout plan from the lessor, the sub lessee shall have the option to further Sub Lessee may also develop the demised plot in the shape of individual flats/residential plots and that for shops and thereafter further Sub- Lessee the same in accordance with the provisions contained hereinafter. Provided that Sub- Lessee shall Sub- lease an area only after the internal Development work such as Internal roads, sewerage, drainage, culverts, water supply, electricity, distribution/ transmission lines street lightening etc. in that area is in full swing.
8. The Sub-Lessee can implement/ develop the project through its multiple subsidiary companies with the prior approval of the Lessor. The Sub- Lessee/ Allottee who develop the project through its subsidiary company shall be entitled for Sub- leasing the portion of allotted/ sub leased plot/built-up area in favour of the subsidiary companies and the first transfer by of the said allotted/leased land/built- up area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/ sub -lessee transfer charges as per prevailing policy (at the time of transfer) of the Lessor shall be payable. As per Brochure Clause- 'T' transfer charge shall be payable in Future Sub-Lease.
9. The permission to transfer the part or the built-up space will be granted subject to execution of tripartite Sub- lease deed which shall be executed in forms and format as prescribed by the Lessor on the fulfilment of the following conditions :-


बृजेश कुमार वश्यप
 सहायक महाप्रबंधक
 यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
 LESSOR

Green Bay Infrastructure Pvt. Ltd

 LESSEE
 Authorised Signatory

STARCITY BUILDERS AND PROMOTERS LLP

 AUTHORISED SIGNATORY
 SUB-LESSEE

2000



STRICTLY CONFIDENTIAL
NOT TO BE DISCLOSED

For the Government of India
Minister of Education

- a. The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot interest and one time lease rent. Permission of sub lease deed shall be granted phase wise on payment of full payment (with interest up to the date of deposit) of the plot area of that phase.
- b. Every sale done by the Sub- Lessee shall have to register before the physical possession of the property is handed over.
- c. Sub-Lessee has to obtain building occupancy certificate from Planning Department of YEIDA (Lessor).
- d. The Sub-Lessee shall submit list of individual allottees of shops within 6 months from the date of obtaining occupancy certificate.
- e. Sub-Lessee shall have to execute tripartite sub lease in favour of the final purchaser/s for the developed shops/ plots in the form and format as prescribed by the Lessor.
- f. The Sub-Lessee undertakes to put to use the premises for the residential use of residential area only.
- g. The Sub-Lessee shall pay an amount of Rs 1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute tripartite sub lease deed between Lessor, Sub-Lessee and final purchaser of the developed shops/plots. The Lessee /Sub - Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as Sub -Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/Government of UP.
- h. The transfer charges shall not be payable in case of transfer between Son/ daughter, husband/wife mother/father and vice versa or between these six categories. A processing fess of Rs. 1000/- will be payable in such cases. The transfer of the shop in favour of the 1st sub -lessee shall be allowed without any transfer charges but tripartite sub lease deed will be executed between Lessor, Sub- Lessee and final purchaser of the developed shops/plots. However a processing fees of Rs 1000/- will be payable at the time of transfer/execution of the sub lease deed. The physical possession of the shops/plots will be permitted to be given after execution of tripartite Sub- lease deed.
- i. Every transfer done by the Sub-Lessee shall have to be registered before the physical possession of the shop/plot is handed over.


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SUB-LESSEE

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पुणे जिल्हा न्यायालय
पुणे, महाराष्ट्र

पुणे जिल्हा न्यायालय
पुणे, महाराष्ट्र

G. INDEMNITY

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

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

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

H. CONSTRUCTION

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

In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the LESSOR within a period of 3 years from the date of execution of Sub 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

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by the sub- lessee. The lessee shall provide access to the sub-leased plot as per current approved Layout Plan/ Master Plan of the project.

4. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
 - For first year the penalty shall be 4% of the total premium.
 - For second year the penalty shall be 5% of the total premium.
 - For third year the penalty shall be 6% of the total premium.

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

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

I. MORTGAGE

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

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


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of the rights hereby reserved. The decision of the LESSOR on the amount of such compensation shall be final and binding on the Sub-lessee.

M. MAINTENANCE

1. The sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - a) In a state of good condition to the satisfaction of the Lessor at all times.
 - b) And to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all garbage/waste of the sector shall be disposed off at the earmarked place/landfills sites as per the policy of LESSOR for similar sectors.
3. The sub-lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the LESSOR framed/ issued under section 8, 9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of LESSOR, the LESSOR shall have the right to impose such penalty as the LESSOR may consider just and expedient.
5. The sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the LESSOR will have the power to get the maintenance done through any other Authority and recover the amount so spent from the sub-lessee. The sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of U.P. Apartment Act, 2010 or as applicable 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.


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N. CANCELLATION OF SUB-LEASE DEED

In addition to the other specific clauses relating to cancellation, the LESSOR, as the case may be, will be free to exercise its right of cancellation of sub-Lease in the case of:

1. Sub-lease being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the Sub-lessee for breach/ violation of terms and conditions of and/ or non-deposit of due amounts.
4. If at the time of cancellation, the plot is occupied by the sub-lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the LESSOR with structure thereon, if any, and the sub-lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be given in this regard.
5. If the Sub-lease deed is cancelled on the ground mentioned in para 1. Above, the entire amount deposited by the sub-lessee, till the date of cancellation shall be forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.

O. OTHER CLAUSES

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessee control, the Lessee is unable to make allotment or facilitate the sub-lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.

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WASHINGTON, D.C.

OFFICE OF THE DIRECTOR
NATIONAL ARCHIVES AND RECORDS ADMINISTRATION
COLLEGE PARK, MARYLAND

4. If the Sub-Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee/sub-lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Sub- Lessee's cost and charge damages from the Sub-Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
6. The Sub Lease Deed will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this Act.
7. The Lessor will monitor the implementation of the project.
8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges liveable from time to time Lessor or any other authority duly empowered by them to levy the tax/charges.
9. In case of default of condition in brochure/tender documents and bye-laws of the lessor, render the sub-lease liable for cancellation and the sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities cannot be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Sub-Lessee shall not be allowed to assign or change his role, otherwise the sub-lease deed shall be cancelled and entire money deposited shall be forfeited.
13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessee is not able to give possession of the land in any circumstances, deposited money will be refunded to the sub-lessee with simple interest.


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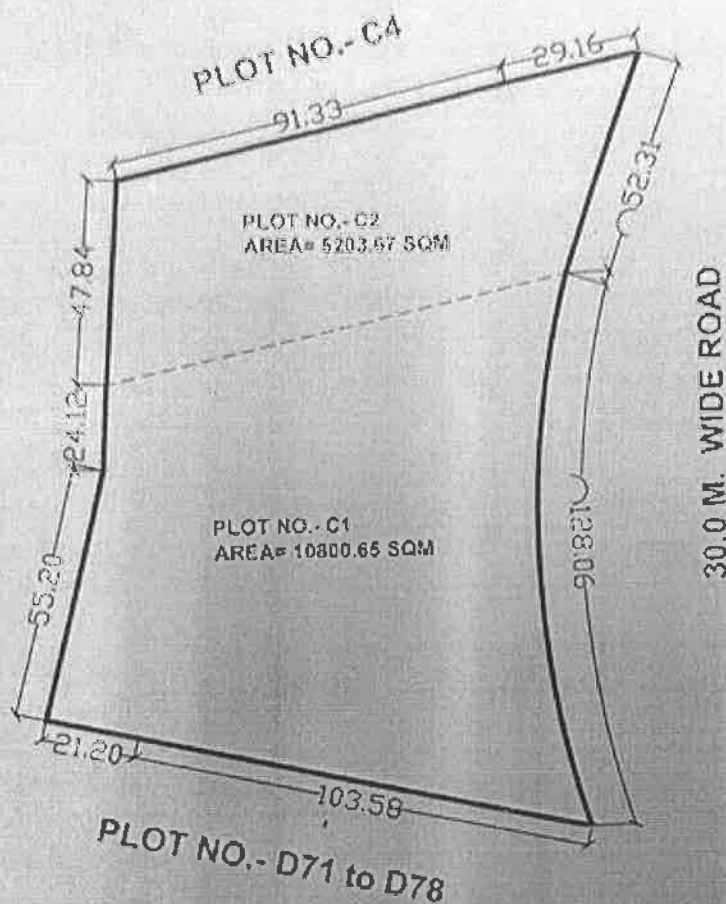
STANDARD BUILDERS LTD. BANGALORE

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STANDARD BUILDERS LTD. BANGALORE

PLOT NO.- C1&C2

15.0 M. WIDE ROAD



30.0 M. WIDE ROAD

TOTAL AREA= 16004.32 SQM

PLOT LINE

NOTE-

1. All dimensions are in meter.
2. Development work in progress dimension may increase or decrease after completion of site development.

SIGN-

SIGN-

POSSESSION TAKEN OVER

POSSESSION HANDED OVER



LEASE PLAN FOR
PLOT NO.- C1&C2
TS- 06
SECTOR- 22D

PROJ.DEPTT.

ASSTT.MANAGER

MANAGER

SR.MANAGER

LAND.DEPTT.

LEKHPAL

NAYAB TEHSILDAR

TEHSILDAR

LAW.DEPTT.

A.L.O.

PLNG.DEPTT.

MANAGER

S.E./ S.M.



YAMUNA EXPRESSWAY INDUSTRIAL
DEVELOPMENT AUTHORITY



15. All terms and conditions of brochure and its corrigendum, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.
16. In case there is any change of Premium of allotment from any order of Honourable High Court/Supreme Court or Government of Uttar Pradesh or Board of the Authority, the Allottee/ Lessee and his / her / their successor shall be responsible to bear the additional cost. The decision shall be final and binding on the Allottee/ Lessee and his / her / their successor.

Schedule of Plot

Sub- Leased area marked as Commercial **Plot No. Commercial C1 & C2 /TS-06, Sector-22D**, Area- 16004.32 Sqm in the layout plan approved by the Lessor Vide letter No. **YEA/Planning/ 1089/2022** dated **18.05.2022** in the Plot No. **TS-06, Sector-22D** Yamuna Expressway Industrial Development Authority in the Distt. Gautam Budh Nagar (U.P) along with undivided impartibly unidentified lease hold rights in the portion of the said plot as per the enclosed plan and bounded as follows:-

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

In witnesses whereof the parties have hereunto set their hands on the day, month and the year first above written

In presence of
Witnesses

SAMAR SINGH
Advocate
Greater Noida
9891578448

Samar Singh

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यमुना एक्सप्रेसवे औद्योग. वि. प्राधिकरण

Signed for and on behalf of LESSOR
Green Bay Infrastructure Pvt. Ltd.

1.

Signed for and on behalf of LESSEE
Authorised Signatory

2.

Ayush s/o K.P
Rio Chhabra
UB nu

Signed for and on behalf of SUB- LESSEE

SECURITY BUILDERS AND PROMOTERS LLP

Zachary
AUTHORISED SIGNATORY

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सहायक महाप्रबंधक
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LESSOR

Green Bay Infrastructure Pvt. Ltd.

Authorised Signatory
LESSEE

STARCITY BUILDERS AND PROMOTERS LLP

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AUTHORISED SIGNATORY

SUB-LESSEE

आवेदन सं०: 202300743025484

बही संख्या 1 जिल्द संख्या 42969 के पृष्ठ 341 से 390 तक क्रमांक
15031 पर दिनांक 12/06/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रेम प्रकाश सिंह

उप निबंधक : सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

12/06/2023

प्रिंट करें

