

सेवा में,

M/s Ajay Realcon India Pvt Ltd.
7th Floor, Plot No-01/B, Sector-126,
Noida-201303, G.B. Nagar.

विषय: भूखण्ड सं0-पी-06, टी0एस-02ए, सैक्टर-22डी क्षेत्रफल-18130.050 वर्गमीटर एवं
भूखण्ड सं0- पी-05, टी0एस-02ए, सैक्टर-22डी क्षेत्रफल- 26310.46 वर्गमीटर के
सम्मिश्रण (Amalgamation) के सम्बन्ध में।

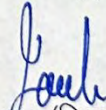
महोदय,

कृपया अपने प्रार्थना पत्र दिनांक 16.06.2022 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके माध्यम से आपके द्वारा भूखण्ड सं0-पी-06, टी0एस-02ए, सैक्टर-22डी क्षेत्रफल-18130.050 वर्गमीटर एवं भूखण्ड सं0- पी-05, टी0एस-02ए, सैक्टर-22डी क्षेत्रफल- 26310.46 वर्गमीटर के सम्मिश्रण (Amalgamation) किये जाने हेतु अनुरोध किया गया है।

उक्त के क्रम में अवगत कराना है कि मुख्य कार्यपालक अधिकारी महोदय अधिकारी द्वारा प्राप्त अनुमोदन दिनांक 01.11.2023 के क्रम में भूखण्ड सं0-पी-06, टी0एस-02ए, सैक्टर-22डी क्षेत्रफल-18130.050 वर्गमीटर एवं भूखण्ड सं0- पी-05, टी0एस-02ए, सैक्टर-22डी क्षेत्रफल- 26310.46 वर्गमीटर के सम्मिश्रण (Amalgamation) की अनुमति प्रदान कर दी गयी है।

कृपया से अवगत होना चाहें।


भवदीय



प्रबन्धक (बिल्डर्स)

प्रतिलिपि:-

1. प्रबन्धक (नियोजन) को आवश्यक कार्यवाही हेतु प्रेषित।

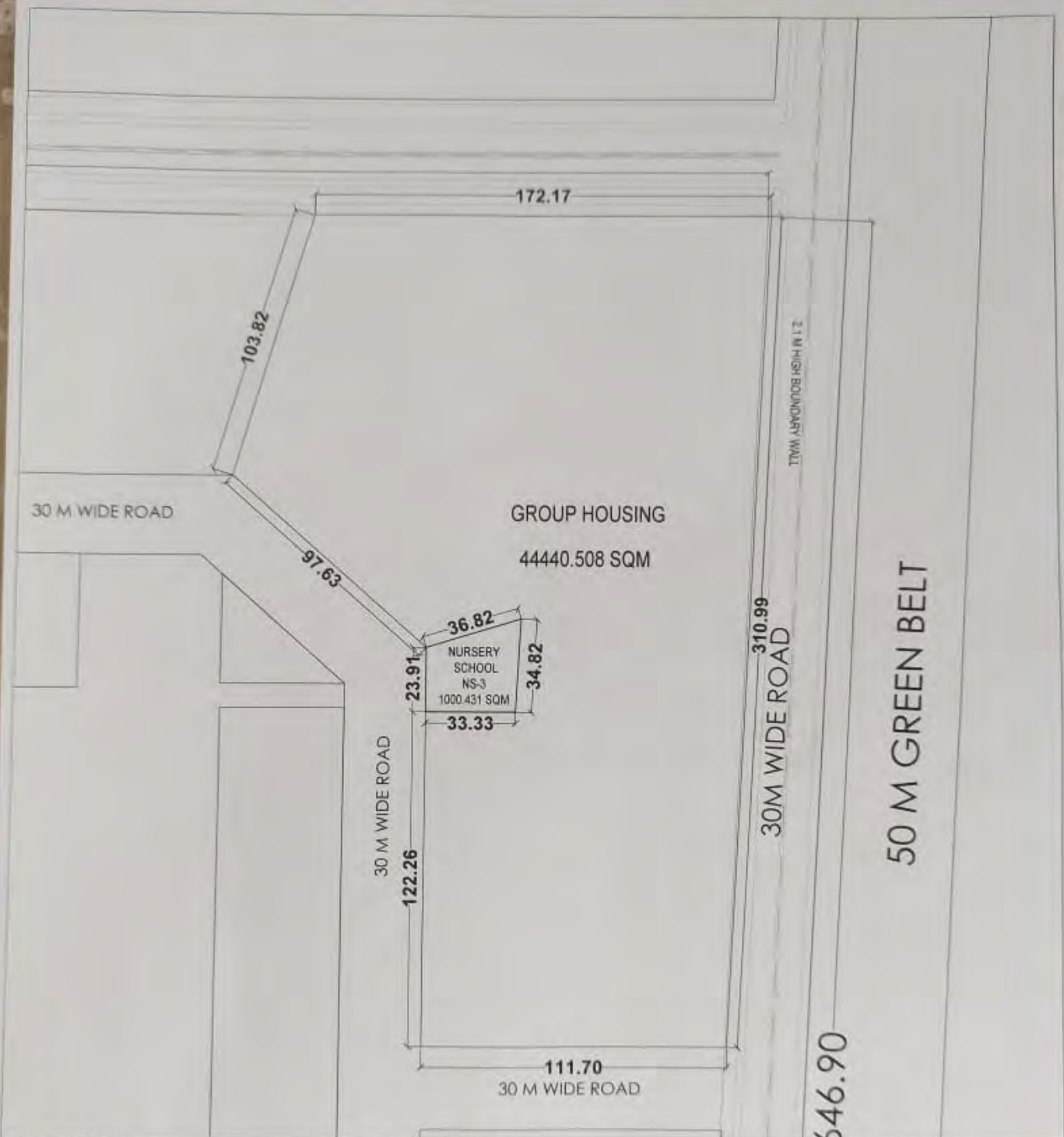


प्रबन्धक (बिल्डर्स)

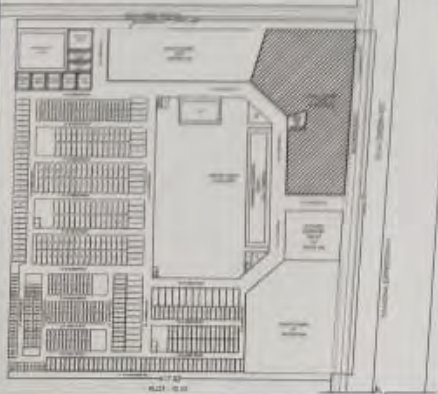
Letter (B)

यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

प्रथम तल, कॉमर्शियल कॉम्प्लेक्स, ब्लॉक-पी-2, सेक्टर ओमेगा-1, गेट नौएडा सिटी - 201308, गौतमबुद्धनगर (उ०प्र०)
दूरभाष न० -0 - 2395153, फ़ैक्स न० - 0120 - 2395150



KEY PLAN



PLAN FOR PLOT NO. P5-P6,
TS-02/A SECTOR 22D
YAMUNA EXPRESSWAY
INDUSTRIAL DEVELOPMENT AUTHORITY

ARCHITECT

[Signature]
An. Gaurav Sood
CA/2011/52856

PROMOTER

For ATS Realty Pvt. Ltd.

[Signature]
Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

45AC 108048

कार्यालय
सप निबन्धक, गौतमबुद्धनगर
जनपद-गौतमबुद्धनगर (उप्र)

नकल संख्या:- 1838/2015
नकल जारी करने की तिथि:- 20-3-15
विलेख पर अदा स्टाम्प:- 16852000

विलेख की सत्यापित छायाप्रति इस
स्टाम्प-पत्र के साथ संलग्न है।

13 स्टांप विक्रय की तिथि 16-3-15

स्टांप क्रय करने का प्रारोक्षण 27-3-15

स्टांप क्रय का नाम व पता

स्टांप की धनराशि 1500000000

श्री राम राम स्टांप विक्रेता

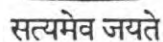
लॉकडौन नं० 134/11-12 अवधि 31-3-2015

उपनिवेशक कार्यालय ग्रेटर नोएडा, गीतनबुद्ध मार्ग

मुकेश कुमार शर्मा
(व्यक्तिगत)

श्री. क. गकर

D-17383/4



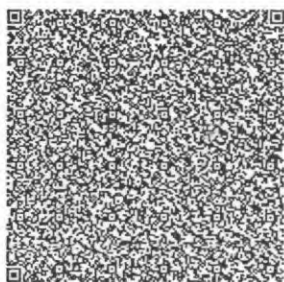
INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp



Certificate No.	: IN-UP00391228280728M
Certificate Issued Date	: 29-May-2014 03:31 PM
Account Reference	: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0100464765357061M
Purchased by	: MSRS AJAY REALCON INDIA PVT LTD
Description of Document	: Article 35 Lease
Property Description	: PLOT NO.P-05 IN TS-02/A, SECTOR-22D, YEIDA, G B NAGAR, UP
Consideration Price (Rs.)	: 13,84,59,049 (Thirteen Crore Eighty Four Lakh Fifty Nine Thousand And Forty Nine only)
First Party	: ATS REALTY PVT LTD
Second Party	: MSRS AJAY REALCON INDIA PVT LTD
Stamp Duty Paid By	: MSRS AJAY REALCON INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 1,68,52,000 (One Crore Sixty Eight Lakh Fifty Two Thousand only)

pg 30



For AJAY REALCON (I) PVT. LTD.

Director

.Please write or type below this line



ASH KUMAR SHARMA
B.Com., LL.B., Advocate
Registrar Campus
Greater Noida



MUKESH KUMAR SHARMA
B.Com., LL.B., Advocate
Sub Registrar Campus
Greater Noida



MUKESH KUMAR
B.Com., LL.B.
Sub Registrar
Greater Noida



BASI KHAN

Manager-II (Property)

Greater Noida

For ATS Realty Private Limited

0000043127

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

SUB LEASE DEED

MARKET VALUE
AREA OF PLOT

Rs. : 33,70,36,967/-
Total Area : 26310.458 Sqm.

SALE CONSIDERATION
PLOT NO.:

Rs. 13,84,59,049/-
GH-P-05 at TS-02/A Sector 22D,
Yamuna Expressway Industrial Development Area,
District Gautam Budh Nagar, Uttar Pradesh.

STAMP DUTY

Rs. 1,68,52,000 /-

THIS SUB LEASE DEED is made at Yamuna Expressway Industrial Development Authority on this 30th, day of May, 2014.

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

M/s. ATS Realty Pvt Ltd, a company duly incorporated under the Indian Companies Act, 1956 and having its registered/Corporate office at 711/92, Deepali, Nehru Place, New Delhi through its Authorized signatory Mr. Syed Jafar Raza S/o Late Sh. S.M. Hasnain R/o Flat no-25, Ground Floor, Block-C, Gaur Global Village, Ghaziabad duly authorized by its Board of Directors vide Resolution dated 05.05.2014 (hereafter referred to as the Developers/Lessee) which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns of the **SECOND PART**,

AND

M/s Ajay Realcon India Pvt Ltd a company incorporated under the Companies Act 1956 and having its registered office at A-300, Surya Nagar. Ghaziabad through its Director Sh. Kapil Kumar S/o Late Sh. Dhyan Singh R/o A-3/406, Tower No-7, Silver City, Sector-Pi-02, Greater Noida duly authorized by its Board of Directors vide Resolution dated 29.05.2014(hereinafter referred to as the SUB-LESSEE) which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns of the **THIRD PART**.

WHEREAS


- a) The Authority invited bids under its Scheme Code YEA-RT-03 for allotment of various plots, including Plot No. TS-02/A, Sector 22D Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh) for development of Residential Townships.


RAVI K. KHAN
LESSOR
Manager-II (Property)

Yamuna Expressway Indl. Dev. Authority
Greater Noida

For ATS Realty Private Limited
LESSEE

Author- 1

For AJAY REALCON (I) PVT. LTD.
SUB-LESSEE

Director



Kafin



b)

c)

d)

e)

f)

LESS

BASI
Manager-II
na Expressway
Greater

- b) The Lessee herein was the successful bidder for Plot No TS-02/A Sector 22D, District Gautam Budh Nagar, Uttar Pradesh admeasuring 409552.515 square metres.
- 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 (27.04.2012) years from the date of its execution.
- d) The Authority as a Lessor vide Sub-Lease Deed dated 12.06.2013 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in Book No 1 , Jild No. 13472 Page No. 107 to 138 Document No. 14371 demised the said plot for a period of 90 years from the date of its execution in favour of the Lessee (hereinafter referred 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 –
- After the approval of the layout 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 areas 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 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.
- e) The layout plan of Developers / Lessee has been approved vide Lessor's letter No Plan/440/BP-08/2013 dated 10.05.2013 The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street lighting etc.
- f) As per approved Layout Plan of the Builders Residential/ Group Housing plot, Lessee has further transfer Group Housing Plot No GH-P-05 at TS-02/A, Sector 22D area as enumerated in the approved Layout Plan


LESSOR

For ATS Realty Private Limited
LESSEE

BASIR KHAN
Manager-II (Property)
Expressway Indl. Dev. Authority
Greater Noida


Authorised


For AJAY REALCON (I) PVT. LTD.

SUB-LESSEE


Director


337.036,967.00

उप पट्टा विलेख

(90 वर्ष)

10,000.00

50

10,050.00

2,500

प्रतिफल

मालियत

ओसत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

मै0 अजय रियलकॉन इण्डिया प्रा0लि0द्वारा कपिल कुमार

पुत्र श्री

स्व0ध्यान सिंह

व्यवसाय

निवासी स्थायी

ए-300 सूर्या नगर गाजियाबाद

अस्थायी पता

ए-300 सूर्या नगर गाजियाबाद

ने यह लेखपत्र इस कार्यालय में

दिनांक 31/5/2014

समय

3:24PM

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

31/5/2014

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

पट्टा दाता

पट्टा गृहीता

यमुना एक्सप्रेसवे औ0वि0प्रा0द्वारा बसी खान
(प्र0स0)

पेशा नौकरी

निवासी यमुना प्रा0 ओमेगा पी-2 ग्रेटर नोएडा



मै0 अजय रियलकॉन इण्डिया प्रा0लि0द्वारा कपिल
कुमार

पुत्र श्री स्व0ध्यान सिंह

पेशा

निवासी ए-300 सूर्या नगर गाजियाबाद



मै0 ए टी एस रियलिटी प्रा0लि0द्वारा सैय्यद जाफर
रज़ा

पुत्र श्री स्व0एस0एम0हसनैन

पेशा नौकरी

निवासी 711/92 दीपाली नेहरु प्लेस नई दिल्ली



to M/s Ajay Realcon India Pvt Ltd (Sub-Lessee) a company incorporated under the companies act 1956 having its registered office at A-300, Surya Nagar. Ghaziabad, for which sub-lease is being executed through this Sub-Lease-Deed.

- g) The Lessee agree that area dedicated for Roads and Park and open spaces shall be incapable of being Sub-Leased independently. Lessee and sub-lessee shall be responsible, jointly and severally for the develop and maintain during the entire term of this deed, such area as per the norms of the Lessor, as may be fixed or amended from time to time. The Lessee shall have to resolve the issue of Development and maintenance of such entire area either wholly by itself or through its Sub-Lessee before making any request for permission to Sub-Lease.
- h) For the development and maintenance of such 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/ maintenance of Road, Park and open area of the Lease 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 the same shall constitute a charge 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 / 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.
2. The Sub-Lessee has to pay Rs. 8,10,10,681/- (Rs. Eight Crore Ten Lakh Ten Thousand Six Hundred Eighty One Only) premium and the Annual Lease Rent directly to the Lessor. The sub-lessee shall have to pay this balance premium as per prescribed schedule from the date of allotment of sub-division to Lessor along with interest @ 12.5% p.a. The balance premium of the plot along with interest will be paid in 11 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 liable for defaulted period on the defaulted amount.

LESSOR

BASI KHAN
Manager-II (Property)
Yamuna Expressway Indl. Dev. Authority
Greater Noida

For ATS Realty Private Limited

LESSEE

Authorised

For AJAY REALCON (I) PVT. LTD.

SUB-LESSEE

Director

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री श्यामवीर सिंह

पुत्र श्री प्रेमराज सिंह

पेशा

निवासी ए3/012 टावर-10 सिल्वर सिटी-2 ग्रेटर नोएडा

व श्री मनोज शर्मा

पुत्र श्री अमरनाथ शर्मा

पेशा

निवासी एच-168/4 गामा-2 ग्रेटर नोएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर
31/5/2014

The
pay
prop

B.

LES

BAS
Manage
una Express
Gre

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 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 sublease deed shall be payable.
8. The total consideration of the plot is Rs. 12,47,37,882/- (Rs. Twelve Crore Forty Seven Lakh Thirty Seven Thousand Eight Hundred Eighty Two Only) @ Rs. 4741/- per sq. mtr. for 26310.458 sq. mtrs.
9. The sub-lessee shall have to pay balance premium i.e Rs 8,10,10,681/- of the plot sub-leased directly to the Lessor/Authority in the following manner:-

	Due Date	Principal	Interest	Instalment	Balance
					₹ 8,10,10,681
Inst-01	13-08-2014	73,64,607	27,74,338	1,01,38,946	7,36,46,073
Inst-02	13-02-2015	73,64,607	46,40,711	1,20,05,319	6,62,81,466
Inst-03	13-08-2015	73,64,607	41,08,543	1,14,73,150	5,89,16,859
Inst-04	13-02-2016	73,64,607	37,12,569	1,10,77,177	5,15,52,251
Inst-05	13-08-2016	73,64,607	32,13,188	1,05,77,796	4,41,87,644
Inst-06	13-02-2017	73,64,607	27,84,427	1,01,49,034	3,68,23,037
Inst-07	13-08-2017	73,64,607	22,82,524	96,47,131	2,94,58,429
Inst-08	13-02-2018	73,64,607	18,56,285	92,20,892	2,20,93,822
Inst-09	13-08-2018	73,64,607	13,69,514	87,34,122	1,47,29,215
Inst-10	13-02-2019	73,64,607	9,28,142	82,92,750	73,64,607
Inst-11	13-08-2019	73,64,607	4,56,505	78,21,112	0

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. NORMS OF DEVELOPMENT

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

LESSOR

For ATS Realty Private Limited

LESSEE

For AJAY REALCON (I) PVT. LTD.

SUB-LESSEE

Director

Authorised

BASI KHAN

Manager-II (Property)

Expressway Indl. Dev. Authority
Greater Noida



B.

1.

2.

पट्टा दाता

Registration No.: 17383

Year : 2,014

Book No. : 1

C.

0101 यमुना एक्सप्रेसवे औ0वि0प्रा0द्वारा बसी खान (प्र0स0)

यमुना प्रा0 ओमेगा पी-2 ग्रेटर नोएडा
नौकरी



0102 मै0 ए टी एस रियलिटी प्रा0लि0द्वारा सैय्यद जाफर रज़ा

स्व0एस0एम0हसनैन
711/92 दीपाली नेहरु प्लेस नई दिल्ली
नौकरी



D.

LESS

BA
Manag
muna Expres
Gr

B. EXTENSION OF TIME

1. In exceptional circumstances, the time for the payment of balance due amount of installment (other than reservation money and allotment money) may extended by the YEA. 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.
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.

C. 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 Lessee has paid Annual lease rent @ 1% of total premium directly to the Lessor upto 30.05.2014.
- ii. The lease rent will be payable by the Sub-lessee to the Lessor @ 1% of premium of the plot i.e Rs. 12,47,379/- (Rs. Twelve Crore Forty Seven Thousand Three Hundred Seventy Nine Only) for the first 10 years of lease period.
- iii. The lease rent may be enhanced by 50% after every 10 years i.e 1.5 times of the prevailing lease rent.
- iv. 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.
- v. 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.
- vi. 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 deed in favour of final purchasers of the flats on this allotted group housing plot.

D. 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.

LESSOR

BASI KHAN
Manager-II (Property)
Gurgaon Expressway Indl. Dev. Authority
Greater Noida

For ATS Realty Private Limited

LESSEE



For AJAY REALCON (I) PVT. LTD.

SUB-LESSEE

Rafiq
Director



E.

1.

पट्टा गृहीता

Registration No. : 17383

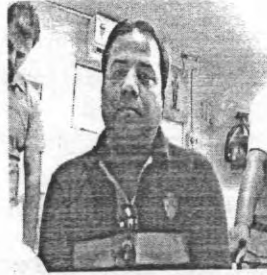
Year : 2,014

Book No. : 1

0201 मै0 अजय रियलकॉन इण्डिया प्रा0लि0द्वारा कपिल कुमार

स्व0ध्यान सिंह

ए-300 सूर्या नगर गाजियाबाद



2.

3.

4.

5.

6.

7.

U
BAS
Manage
una Express
Gre

E. 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 YEA in the proportionate share of the land area so sublet.

Such Sub-lessee shall be treated as an independent entity for purposes of land use, building bye laws and payments to the YEA. Sub-lessee shall obtain NOC from the Lessor before allotting any built up spaces to anybody.

Any default on the part of such 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 conditions of this brochure.

2. The LESSOR will monitor the implementation of the project.
3. In case of default, render the Sub-lease liable for cancellation and the Sub-lessee will not be paid any compensation thereof.
4. 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.
5. The Sub-Lessee will have to earmark areas for multi-storey/ independent flats/houses and plotted development and permissible ground coverage & FAR shall be as per permissible regulations.
6. After the approval of the lay-out 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-Lease the same in accordance with the provisions contained hereinafter. Provided that the 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 lighting etc. in that area is in full swing.
7. 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 such subsidiary company, 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-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor shall be payable

For ATS Realty Private Limited

LESSEE



For AJAY REALCON (I) PVT. LTD.

SUB-LESSEE



Director

LESSOR
BASIKHAN
Manager-II (Property)
una Expressway Indl. Dev. Authority
Greater Noida

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 a form and format as prescribed by the Lessor on the fulfillment of the following conditions:-

- 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 premium (with interest upto the date of deposit) of the plot area of that phase.
- b) Every sale done by the Sub-Lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Sub-Lessee has to obtain building occupancy certificate from Planning Department, YEIDA (Lessor).
- d) The Sub-Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e) The Sub-Lessee shall have to execute tripartite sub lease in favour of the final purchaser/s for the developed flats/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 developed flats/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 U.P.

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 fees of Rs.1,000/- will be payable in such case. The transfer of the flat in favour of the 1st sub-lessee shall be allowed without any transfer charges but tri partite sub lease deed will be executed between the Lessor and Sub-Lessee and the final purchaser/s of developed flats/plots. However, a processing fees of Rs.1,000/- will be payable at the time of transfer/execution of the sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of the tripartite sub-lease deed.

- h) Every transfer done by the Sub-Lessee shall have to be registered before the physical possession of the flat/plot is handed over.

F. INDEMNITY

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

For ATS Realty Private Limited

For AJAY REALCON (I) PVT. LTD.

LESSOR

LESSEE

SUB-LESSEE

Manager-II (Property)
Greater Noida

Authorized Signatory

Director



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 and 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.

G. CONSTRUCTION

1. The sub-lessee is required to submit building plan for approval within 9 months from the date of execution of this sub lease deed and shall start construction within 18 months from date of execution of sub lease.
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 group housing 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 accordingly issued from the building cell of the LESSOR within a period of three years 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 5 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 upto the allotted plot including construction of the approach road, drains culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expense as may be required to connect these services with the internal system of services of plot shall be incurred 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.

LESSOR

BASI KHAN
Manager-II (Property)

Yamuna Expressway Indl. Dev. Authority
Greater Noida

For ATS Realty Private Limited

LESSEE

For AJAY REALCON (I) PVT. LTD.

SUB-LESSEE

Director

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 flats / plots (in case of plotted development) or to decide the ratio of the area for flatted / plotted development.

H. 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 housing 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.

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

I. MISUSE, ADDITIONS, ALTERATIONS ETC.,

In case of violation of any of the conditions, allotment/sub lease 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.

LESSOR

BASI KHAN

Manager-II (Property)
Expressway Indi. Dev. Authority
Greater Noida

For ATS Realty Private Limited

LESSEE

For AJAY REALCON (I) PVT. LTD.
SUB-LESSEE

Director



If the Sub-lessee(s) fails to correct such deviation(s) within a specified periods 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.

J. 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.

K. 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.

L. 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 program 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 the 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.

LESSOR

BASI KHAN
Manager-II (Property)
Expressway Indl. Dev. Authority
Greater Noida

For ATS Realty Private Limited

LESSEE

Authorised Signatory

SUB-LESSEE

For AJAY REALCON (I) PVT. LTD.

Director

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/ sub-lessee. The Lessee/ 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.

M. 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 give in this regard.
5. If the sub-lease deed is cancelled on the ground mentioned in para M1, 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.

N. 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.

LESSOR

BASI KHAN
Manager-II (Property)
Guna Expressway Indl. Dev. Authority
Greater Noida

For ATS Really Private Limited

LESSEE



SUB-LESSEE
For AJAY REALCON (I) PVT. LTD.



Director

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 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 livable from time to time by the 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 can 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 large 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.
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.

✓✓
LESSOR

BASI KHAN
Manager-II (Property)
Expressway Indl. Dev. Authority
Greater Noida

For ATS Realty Private Limited

LESSEE

Authori

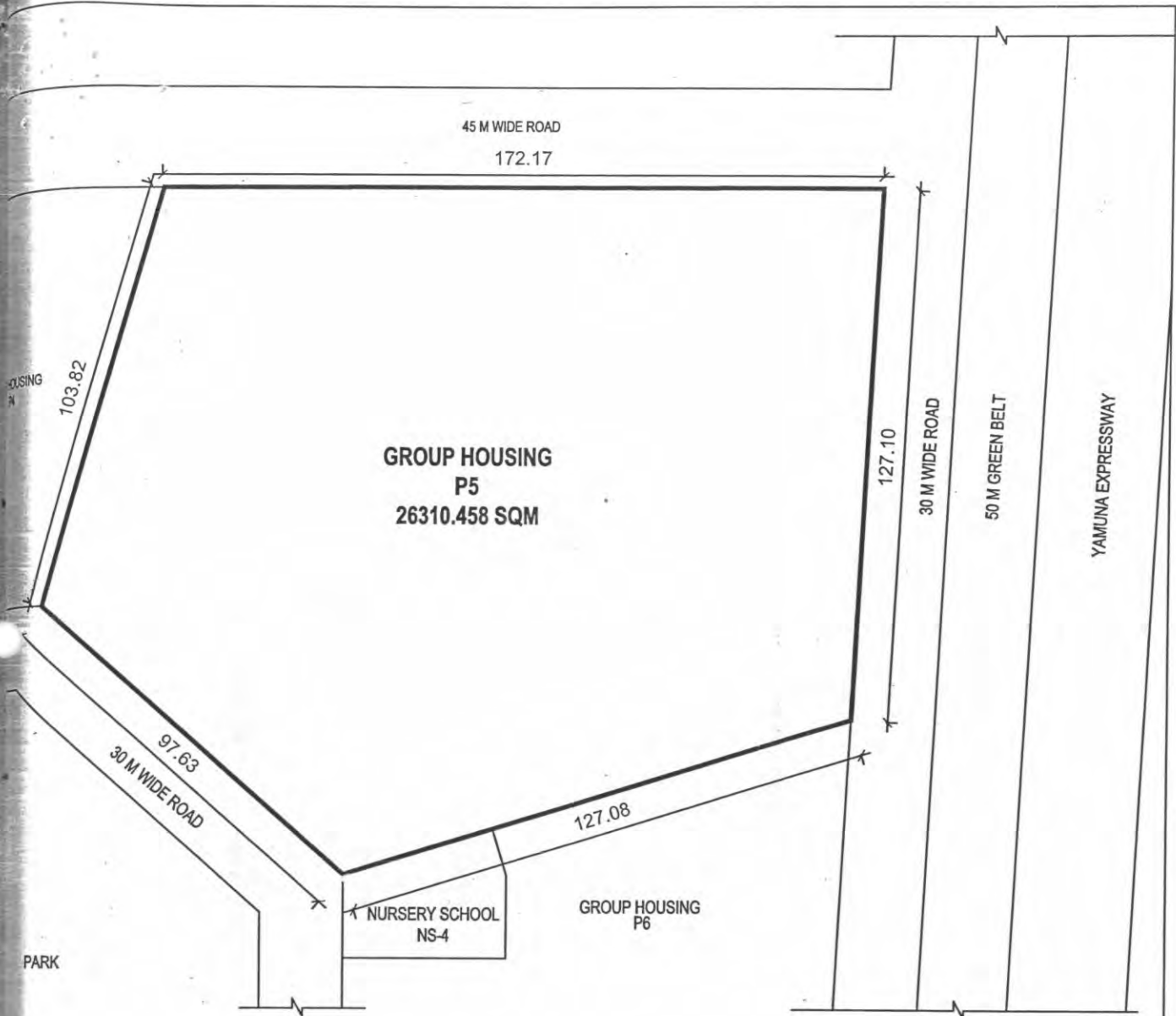


For AJAY REALCON (I) PVT. LTD.

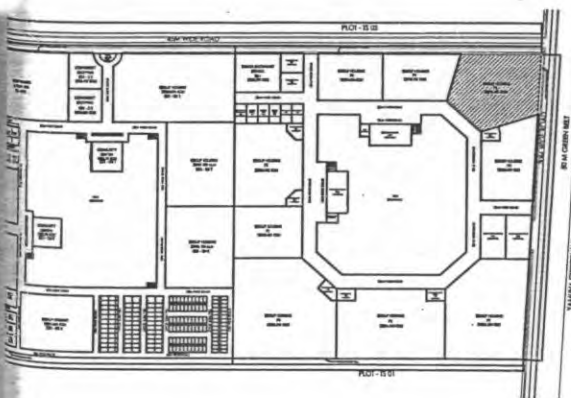
SUB-LESSEE

Director





PLOT AREA- 26310.458 Sq.m.



M/s ATS REALTY PVT. LTD.

711/ 92, Deepali, Nehru Place, New Delhi

SUB-LEASE PLAN FOR GROUP HOUSING POCKET P5 AT
PLOT NO. TS - 02 A, SECTOR 22 D, YAMUNA EXPRESSWAY
INDUSTRIAL DEVELOPMENT AUTHORITY

ARCHITECT'S SIGNATURE:

Ar. Gaurav Sood
CA/2011/52656



BASI KHAN

Manager-II (Property)
Expressway Indl. Dev. Authority
Greater Noida

LESSOR

For ATS Realty Private Limited

Authorised

LESSEE

For AJAY REALCON (I) PVT. LTD.

Director
SUB-LESSEE

Schedule of Plot

Sub-Leased Area marked as GH- P-05, Area – 26310.458 Sqm in the Layout Plan approved by the Lessor vide letter No. Plan/440/BP-08/2013 dated 10.05.2013 in the Plot No at TS-02/A, Sector 22D, Yamuna Expressway Industrial Development Area, 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:

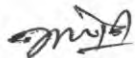
South:

North:

As per Plan attached

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

In presence of
Witnesses

- 
1. Manoj Sharma Shro
Sh. A.N. Sharma
H-168/4 Gamma-II
G.Noida

2. Chaudhary

Shyamiv Singh - S/O Sh. Prem Singh
R/o H3/612/ 7-10 - Silvercity-II

BASI KHAN
Manager-II (Property)
Yamuna Expressway Indl. Dev. Authority
Greater Noida
Signed for and on behalf of LESSOR

For ATS Realty Private Limited
Signed for and on behalf of LESSEE

Authorised

For AJAY REALCON (I) PVT. LTD.


Director

प्रदेश U

आज दिनांक 31/05/2014 को

वही सं. 1 जिल्द सं. 16036

पृष्ठ सं. 355 से 384 पर क्रमांक 17383

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

31/5/2014

तैयारकर्ता सत्यापित छापमिति

मिलानकर्ता

उपनिबन्धक
गौतमबुद्धनगर

15

तक

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- पूर
- उत्त

R

K

9



सत्यमेव जयते

INDIA NON JUDICIAL

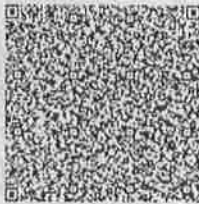
Government of Uttar Pradesh

e-Stamp

MOHIT CHOUDHARY
ADVOCATE
SUB REGISTRAR OFFICE
GREATER NOIDA
REG. No. B/9015/2018

SIGNATURE UDIT
AAC NAME-UDIT BAISOYA ACC CODE-UPEGOLUP14012704
ACC ADDRESS-SEC 33, NOIDA, MOBILE-9971420882
LICENCE NO-174/2020-21 TEHSIL & DISTRICT-G.B. NAGAR

Certificate No. : IN-UP10188322142456S
Certificate Issued Date : 16-Oct-2020 01:47 PM
Account Reference : NEWIMPACC (SV)/ up14012704/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1401270413460139228786S
Purchased by : AJAY REALCON INDIA PVT LTD
Description of Document : Article 35 Lease
Property Description : PLOT NO. P-6/TS-2A , SECTOR-22D , YEIDA , GAUTAM BUDH NAGAR, U.P
Consideration Price (Rs.) :
First Party : YEIDA AND ATS REALTY PVT LTD
Second Party : AJAY REALCON INDIA PVT LTD
Stamp Duty Paid By : AJAY REALCON INDIA PVT LTD
Stamp Duty Amount(Rs.) : 2,34,78,500
(Two Crore Thirty Four Lakh Seventy Eight Thousand Five Hundred only)



.....Please write or type below this line.....

प्रबंधक (सम्पत्ति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

For ATS Realty Pvt. Ltd.

Authorised Signatory

For Ajay Realcon India Pvt. Ltd.

Authorized Signatory

SR 0011613817

Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at www.upilearnpp.com or using e-Stamp Mobile App of State e-Governance.
2. The mode of checking the legitimacy is on the basis of the certificate.
3. In case of any discrepancy please inform the Competent authority.



MOHIT CHOUDHARY
ADVOCATE
SUB REGISTRAR OFFICE
GREATER NOIDA
SUB LEASE DEED
REG. No. D/9015/2018

MOHIT CHOUDHARY
ADVOCATE
SUB REGISTRAR OFFICE
GREATER NOIDA
REG. No. D/9015/2018

MARKET VALUE Rs.33,54,06,000.00
AREA OF PLOT 18130.050 Sq. Mtr.

SALE CONSIDERATION Rs.16,99,29,541.00

PLOT NO. : P-06/TS-02A, Sector-22D, Yamuna Expressway, District-
Gautam Budh Nagar, Uttar Pradesh

STAMP DUTY Rs.2,34,78,500.00

THIS SUB LEASE DEED is made at Yamuna Expressway Industrial Development Authority on this 04TH day of November, 2020.

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

M/s. ATS Realty Pvt. Ltd. (PAN No. AAKCA8497L), a company incorporated under the Companies Act 1956 and having its registered office at 711/92, Deepali, Nehru Place, New Delhi-110019 through its authorised signatory **Mr. Syed Jafar Raza S/o Late Sh. S.M Hasnain R/o Flat No. 25, Ground Floor, Block-C, Gaur Global Village, Ghaziabad** duly authorised by its Board of Directors vide Resolution dated 14/10/2020 (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

M/s. Ajay Realcon India Pvt. Ltd. (PAN No. AAKCA2646M) a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at 7th Floor, Plot No.01/B, Sector-126, Noida-201303 through its Authorised signatory **Mr. Vishal Kumar S/o. Sh. Rajendra Kumar Goel R/o Tibra Road, Goel Electronics, Bhupendra Puri, Modinagar, Ghaziabad, U.P. - 201204** duly authorised by its Board of Directors vide Resolution dated 12/10/2020 (hereafter referred to as the 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.



प्रबंधक (सम्पत्ति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

LESSOR

For ATS Realty Pvt. Ltd.


Authorised Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory

SUB-LESSEE

WHEREAS

- a) The Authority invited bids under its Scheme Code **YEA-RT-03** for allotment of various plots, including Plot No.**TS-02** Sector-**22D**, Yamuna Expressway Industrial Development Authority District Gautam Budh Nagar (Uttar Pradesh) ad-measuring 8,19,105 Sq mtr. area for development of Residential Township.
- b) The Lessee herein was the successful bidder for Plot No.**TS-02**, Sector **22D**, Yamuna Expressway, District Gautam Budh Nagar, and Uttar Pradesh admeasuring **8,19,105** square metres.
- 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 years from the date of its execution.
- d) The Authority as a Lessor vide Lease Deed dated **11.01.2011** duly registered with Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in **Book No.01 Jild No.10121 Page No.01 to 54 Document No.789** 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.
- e) An area measuring 4,09,552.515 Sq mtr. has been sub leased by the Lessee to Sub Lessee (ATS Realty Pvt. Ltd.) vide Sub-Lease Deed dated 12.06.2013 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in **Book No. 01 jild No. 13472 Page No.107 to 138 Document No-14371** And Supplementary Sub Lease Deed dated 17.10.2013 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in **Book No. 01 jild No. 14304 Page No.315 to 324 Document No-25755**, 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 Sub-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 :-

- 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 Sub-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 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

प्रबंधक (सम्पत्ति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

LESSOR

For ATS Realty Pvt. Ltd.

Authorised Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory
SUB-LESSEE

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.

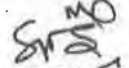
- f) The layout plan of Developers/Lessee has been approved by Lessor vide letter No **Planning/440/BP-08/2013** dated **10 May 2013**. The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street lighting etc.
- g) As per approved Layout Plan of the Builders Residential/ Group Housing plot, Sub Lessee has further transfer Group Housing **Plot No. P-06/TS-02A, Sector-22D**, Yamuna Expressway area enumerated in the approved Layout Plan to **M/s Ajay Realcon India Pvt. Ltd.** (Sub-Lessee) a company incorporated under the companies Act 1956 having its registered office at **7th Floor, Plot No.01/B, Sector-126, Noida-201303** for which Sub-lease is being executed through this Sub- Lease-Deed.
- h) The Sub-Lessee agree that 35% of total Area of Plot number TS-02A/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 Sub- Leased Independently. Lessee and sub lessee shall be responsible, jointly and severally for the development and 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.

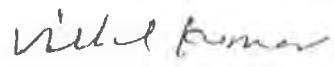
- i) For the development and maintenance of such area/common area, The Lessee/ Sub-Lessee or its Sub-Lessee in turn shall have to make adequate financial arrangements to the satisfaction of the Lessor. It is an agreed condition of this Sub-Lease, and be incorporated in further Sub-Lease, that any default 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 in the event of the Lessor (i.e. YEIDA) at any point of time is required to develop or maintain the


प्रबंधक (सम्पत्ति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
LESSOR

For ATS Realty Pvt. Ltd.


Authorised Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.


Authorised Signatory
SUB-LESSEE

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/ 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.
2. The total premium of the plot is Rs.8,59,54,567.05 (Eight Crore Fifty Nine Lakh Fifty Four Thousand Five Hundred Sixty Seven and Five Paise Only) i.e. @ Rs. 4741/- per square metre for 18130.050 Sqm.
3. In addition to this, now as per over dues calculated by authority upto 16.03.2020, the total amount due comes out to be Rs. 16,99,29,541.00 (Sixteen Crore Ninty Nine Lakh Twenty Nine Thousand Five Hundred Forty One Only) ,which is calculated in proportion to the sub leased area on pro data basis Plus Interest of Rs.6973953.00 (Sixty Nine Lakhs Seventy Three Thousand Nine hundred and Fifty Three Rupees only), Thereby, out of the aforesaid amount Sub-Lessee has been already paid Rs. 5,84,40,632.00 and the rest shall be paid as formulated below.
4. That the sub-lessee shall have to pay balance i.e. Rs.11,84,62,862/- of the plot/sub-leased directly to the Lessor/Authority will be paid in 10 half yearly Instalments along with interest @13.5% p.a . The payment plan of the same is formulated below.

Particulars	Due Date	Premium	Interest 13.5%	Installment	Balance Amt.
Inst - 01	01.01.2021	1,18,46,286.20	79,96,243.19	1,98,42,529.39	10,66,16,575.80
Inst - 02	01.07.2021	1,18,46,286.20	71,96,618.87	1,90,42,905.07	9,47,70,289.60
Inst - 03	01.01.2022	1,18,46,286.20	63,96,994.55	1,82,43,280.75	8,29,24,003.40
Inst - 04	01.07.2022	1,18,46,286.20	55,97,370.23	1,74,43,656.43	7,10,77,717.20
Inst - 05	01.01.2023	1,18,46,286.20	47,97,745.91	1,66,44,032.11	5,92,31,431.00
Inst - 06	01.07.2023	1,18,46,286.20	39,98,121.59	1,58,44,407.79	4,73,85,144.80
Inst - 07	01.01.2024	1,18,46,286.20	31,98,497.27	1,50,44,783.47	3,55,38,858.60
Inst - 08	01.07.2024	1,18,46,286.20	23,98,872.96	1,42,45,159.16	2,36,92,572.40
Inst - 09	01.01.2025	1,18,46,286.20	15,99,248.64	1,34,45,534.84	1,18,46,286.20
Inst - 10	01.07.2025	1,18,46,286.20	7,99,624.32	1,26,45,910.52	0.00

5. 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 additional any 64.7% 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

अपराजित
प्रबंधक (सिम्पलित)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
LESSOR

For ATS Realty Pvt. Ltd.

Authorized Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.

Authorized Signatory
SUB LESSEE

dated 28.05.2020 However, the same is currently challenged by Authority before Hon'ble Supreme Court as SLP, the same is pending with Hon'ble Supreme Court and the sub lessee will have to abide by the decision of the Hon'ble Supreme Court's order as and when it is pronounced. The total amount due is therefore not conclusive and will be amended basis of the decision on the additional farmer compensation. The payment plan will also be amended accordingly. The Sub-lessee hereby accepts the same and would pay additionally if the Supreme Courts decides for Lessee to pay.

6. In case of default in depositing the instalment or any payment, interest @ 11.50% (8.50% Simple Interest + 03% Default Interest) 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.

B. NORMS OF DEVELOPMENT

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

C. EXTENSION OF TIME

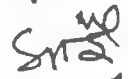
1. In exceptional circumstances, the time for the payment of balance due amount of Installment (other than reservation money and allotment money) may extended by the YEA. However, in such area of time extension, interest @ 13.50 % per annum compounded half yearly shall be charged on the outstanding amount for such extension period.
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

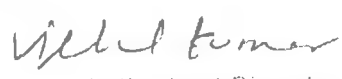
- (i) The total dues of Lease Rent calculated in proportion to the sub-leased area on pro-rata basis comes out to be Rs. 95,72,666.00 upto 30.06.2020. This has already been paid by the Sub-Lessee.


प्रत्यक्ष (साम्यवेले)
समुदाय विकास प्रकल्प अंतर्गत विकास
LESSOR

For ATS Realty Pvt. Ltd.


Authorised Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory
SUB-LESSEE

- (ii) The Sub Lessee has paid Rs. 94,55,003.00 as One Time Lease Rent being 11% of total premium of the Plot.

E. POSSESSION

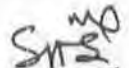
Possession of sub-leased plot will be handed over to the Sub-lessee by the Lessee. After execution of sub-lease deed, the sub-lessee shall be treated as allottee of lessor for the purpose of balance proportionate payments, implementation of the project and compliance of terms and conditions of scheme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


 प्रबंधक (सिम्पलरि)
 राष्ट्रीय युवासेवाओं की योजना
LESSOR

For ATS Realty Pvt. Ltd.,


Authorised Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.,


Authorized Signatory
SURJ LESSEE

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.
9. The permission to transfer the part or the built-up space will be granted subject to evacuation of tripartite Sub- lease deed which shall be executed in forms and format as prescribed by the Lessor on the fulfilment of the following condition -
 - 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 YEIDA (Lessor).
 - d. The Sub-Lessee shall submit list of individual allottees of flats 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 flats/ 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 flats/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 flat in favour of the 1st sub -lessee shall be allowed without any transfer charges but tri partite sub lease deed will be executed

अजय रीयल्टी प्राइवेट लिमिटेड
 (अनुमोदित)
 यजमान पक्षधारी
 LESSOR

For ATS Realty Pvt. Ltd.

Authorised Signatory
 LESSEE

For Ajay Realcon India Pvt. Ltd.

Authorised Signatory
 SUB-LESSEE

between Lessor, Sub- Lessee and final purchaser of the developed flats/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 dwelling units/flats/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 flat/ plot is handed over.

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.

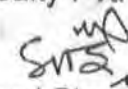
The sub-lessee shall be wholly and solely responsible for implementation of the Project and except the land which it has subleased to any individual or entity shall also wholly & solely be responsible for ensuring quality development and subsequent maintenance of the buildings and services till such 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 flats/ buildings.

H. CONSTRUCTION


1. The sub-lessee is required to submit building plan for approval within 9 months from the date of execution of this sub lease deed and shall start construction within 18 months.
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 group housing 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 Sub 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 accordingly issued from the building cell of the LESSOR within a period of three years 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 5 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

अकेश सिंह
प्रबंधक (वित्त/प्रति)
श्री एचएसएल और डी प्रॉपर्टीज
LESSOR

For ATS Realty Pvt. Ltd.


Authorized Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory
SUB-LESSEE

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. 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 flats/ plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development.

I. MORTGAGE

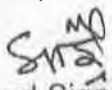
The Sub-Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by sub-lessee or on receipt of assurance of payment by bank or under any other suitable 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 housing 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.

The LESSOR'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.


प्रबंधक (समयवधि)
यमुना एक्सप्रेसवे जी० वि० प्रा. नि. प्रा. नि. प्रा. नि.
LESSOR

For ATS Realty Pvt. Ltd.


Authorised Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory
SUB-LESSEE

J. MISUSE, ADDITIONS, ALTERATIONS ETC.

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.

K. 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.

L. OVERRIDING POWER OVER THE DORMANT PROPERTIES

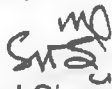
The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same 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.

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


प्रबंधक (संयोजित)
यमुना एक्सप्रेसवे ओ/ए वि० प्राधिकरण
LESSOR

For ATS Realty Pvt. Ltd.


Authorised Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory
SUB-LESSEE

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. 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.

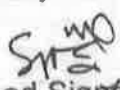
N. CANCELLATION OF SUB-LEASE DEED

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:

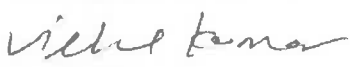
1. Sub-lease being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the Sub-lessee for breach/ violation of terms 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 M1. 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.


अजय सिंह
प्रबंधक (सापत्ति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
LESSOR

For ATS Realty Pvt. Ltd.


Authorized Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.

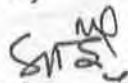

Authorized Signatory
SUB-LESSEE

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.
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.

अजय सिन्हा
प्रबंधक (सुसंरक्षित)
समुदाय विकास प्रकल्प और नि. प्राधिकरण
LESSOR

For ATS Realty Pvt. Ltd.


Authorised Signatory
LESSEE

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory
SUB-LESSEE

~~ഇടകവ്വായ്ക്കു മേലുള്ള ഭാഗത്തുള്ള പേരിൽ
(ഇവർക്ക്) കമ്മീഷൻ
മില്ലാതെ~~

M/s AIS REALTY PVT. LTD.
711/ 92, DEEPALI, NEHRU PLACE,
NEW DELHI-110019

For Ajay Realcon India P
Vijith Kumar

Ar. Gaurav Sood
CA/2011/52656

30 M WIDE ROAD

GROUP HOUSING
P6
18130.050 SQM

30M WIDE ROAD

NS-4

P-5



Sub- Leased area marked as Plot No. P-06/TS-02A, Area- 18,130.050 Sqm in the layout plan approved by the Lessor Vide letter No. **Plan/440/BP-08/2013** dated **10.05.2013** in the plot No. **TS-02/A, 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 presence of
Witnesses

सुभाष सिंह
प्रबंधक (साम्प्रति)
धनुना एकतप्रेसवे औ० वि० प्रावि० कर्मच०

1. TINKU S/O VEDPAL
R/O H-165, SECTOR-GAMMA-2
GR. NOIDA

Signed for and on behalf of LESSOR


For A/S Realty Pvt. Ltd.


2. SATENDRA. S/O ASAB SINGH.
R/O H-165, SECTOR-GAMMA-2,
Gurgaon.


Signed for and on behalf of LESSEE

For Ajay Realcon India Pvt. Ltd.

Signed for and on behalf of SUB-LESSEE Authorized Signatory


 प्रकाश सिंह
 प्रबंधक (सापत्ति)
 मनुवा एक्स्प्रेसो एच. एम. डि. प्राधिकरण
LESSOR

For ATS Realty Pvt. Ltd.

 Authorised Signatory
 LESSEE

For Ajay Realcon India Pvt. Ltd.

 Authorized Signatory
 SUB-LESSEE

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

सदर ग्रेटर नोएडा गौतम बुद्ध

क्रम संख्या 2020145047903

आवेदन संख्या: 202000743063701

J-20248

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक

2020-11-04 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम विशाल कुमार

लेख का प्रकार

उप पट्टा विलेख

प्रतिफल की धनराशि

335406000 / 0

1. रजिस्ट्रीकरण शुल्क 3354100

2. प्रतिलिपिकरण शुल्क 140

3. निरीक्षण या तलाश शुल्क

4. मुह्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग

शुल्क वसूल करने का दिनांक

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB REGISTRAR
(Greater Noida)
335406000 Budh Nagar (U.P.)
2020-11-04 00:00:00

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

अवेदन संख्या: 202000743063701

क्रम संख्या 2020145047903

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक

2020-11-04 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम विशाल कुमार

लेख का प्रकार

उप पट्टा विलेख

प्रतिफल की धनराशि

335406000 / 0

1. रजिस्ट्रीकरण शुल्क 3354100
2. प्रतिलिपिकरण शुल्क 140
3. निरीक्षण या तलाश शुल्क
4. मुद्दतार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग

शुल्क वसूल करने का दिनांक

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB REGISTRAR
(Greater Noida)
Gautam Budh Nagar (U.P.)

2020-11-04 00:00:00

2020-11-04 00:00:00

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला



SAMAR SINGH
Advocate
Greater Noida
9891578448

INDIA NON JUDICIAL



IN-UP93225346376967V

e-Stamp

28115



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

: IN-UP93225346376967V

: 21-Aug-2023 01:55 PM

NEWIMPACC (SV)/ up14002404/ GREATER NOIDA/ UP-GBN

: SUBIN-UPUP1400240481994379365410V

: AJAY REALCON INDIA PVT LTD

: Article 34A Instrument Correcting a purely Clerical Error

: Not Applicable

•

: YEIDA AND ATS REALTY PVT LTD

: AJAY REALCON INDIA PVT LTD

: AJAY REALCON INDIA PVT LTD

• 100

(One Hundred only)

CERTIFICATE LOCKED



Please write or type below this line

IN-UF9a225346376967V

For ATS Realty Pvt. Ltd.

Authorised Signatory

For Ajay Realcon India Pvt. Ltd.

Vijal Kumar
Authorized Signatory

प्रबंधक (सम्पत्ति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

Statutory Alert:

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



(निम्न) कक्षा
सर्वोच्च शिक्षा विभाग, दिल्ली



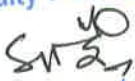
Correction Deed

This Correction Deed is made at Greater Noida, Distt. Gautam Budh Nagar (U.P.) on this the 26 day of October, 2023

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/ "FIRST PARTY"** which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part;

For ATS Realty Pvt. Ltd.


Authorized Signatory

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory


प्रबधके (सम्पत्ति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण



For ATS Really Pvt Ltd.

Authorised Signatory

(निम्नलिखित) कर्मचारी
एकमात्र ०६ ०६/०६ ०६/०६ ०६/०६

AND

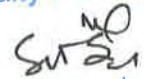
M/s ATS REALTY PVT. LTD. (PAN. AAKCA8497L) a Company duly incorporated registered under the Indian Companies Act 1956 and having its registered office at 711/92 Deepali, Nehru Place, New Delhi-19, through its authorized signatory **Mr. SYED JAFAR RAZA** S/o Late Sh. S. M. Hasnain duly authorized by the Board of Directors vide resolution dated 12/09/2013 (hereinafter referred to as the "**LESSEE**")/**"SECOND PARTY"** which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the Second Part;

AND

M/s AJAY REALCON INDIA PVT. LTD. (PAN. AAKCA2646M) a Company duly incorporated registered under the Indian Companies Act 1956 and having its registered office at 7th Floor, Plot No. 01/B, Sector-126, Noida-201303, through its authorized signatory **Mr. VISHAL KUMAR**, S/o Sh. Rajender Kumar Goel duly authorized by the Board of Directors vide resolution dated 12/10/2020 (hereinafter referred to as the **SUB-LESSEE/"THIRD PARTY"** which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the Third Part;

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory

For ATS Realty Pvt. Ltd.

Authorised Signator


प्रद्युम्न (सम्पत्ति)

यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

शुद्धिपत्र

बही सं०: 1

रजिस्ट्रेशन सं०: 28115

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 100 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री मैसर्स अजय रियलकॉन इण्डिया प्राइवेट लिमिटेड द्वारा

विशाल कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री राजेन्द्र कुमार गोयल

व्यवसाय : नौकरी

निवासी: ऑफिस पता-1-बी, सेक्टर-126 नोएडा

Vishal Kumar



श्री, मैसर्स अजय रियलकॉन इण्डिया प्राइवेट लिमिटेड द्वारा

विशाल कुमार अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 26/10/2023 एवं

02:24:42 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

80

प्रेम प्रकाश सिंह

उप निबंधक :सदर गेट नोएडा

गौतम बुद्ध नगर

26/10/2023

अनुपम मांगलिक

निबंधक लिपिक

26/10/2023



प्रिंट करे

FOR ATS Really Pvt. Ltd.

(हस्ताक्षर) प्रकाश
रजिस्ट्रार ऑफ नोएडा

AND Whereas the Lessor (YEIDA) and Lessee (M/s ATS Realty Pvt. Ltd.) has executed & registered a Sub-Lease Deed in respect of Group Housing Plot No. **P-06 /TS-02A** areameasuring **18130.050** Sq. Meter **Sector-22D**, Yamuna Expressway Industrial Development Authority, in the Distt., Gautam Budh Nagar (U.P.) in Favour of Sub-Lessee (**M/s Ajay Realcon India Pvt. Ltd.**) on 04-11-2020 entered in Book No. 1, Volume No. 37567 on pages 217 to 276 in Document No. 20248 dated 04-11-2020 in the office of Sub- Registrar, Sadar, Greater Noida, Distt., Gautam Budhnagar (U.P.)

And WHEREAS by mistake Type "in Page No. 8 Para H Clause 2 in Line No. 5, Sub-Lease Deed in the place of **Original-Lease Deed.**

For ATS Realty Pvt. Ltd.
SATS
Authorised Signatory

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory

प्रबंधक (सम्पत्ति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

आवेदन सं०: 202300743070832

बही सं०: 1

रजिस्ट्रेशन सं०: 28115

वर्ष: 2023

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

प्रथम पक्ष: 1

श्री यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण द्वारा
रविन्द्र सिंह के द्वारा संजीव कुमार शर्मा ,

निवासी: ग्रेटर नोएडा

व्यवसाय: नौकरी

Handwritten signature



प्रथम पक्ष: 2

श्री मैसर्स एटीएस रियल्टी प्राइवेट लिमिटेड के द्वारा सयेद जफ़र
रज़ा, पुत्र श्री एस एम हसनैन

निवासी: ऑफिस पता-711/92 दीपाली नेहरू प्लेस, न्यू दिल्ली

व्यवसाय: नौकरी

Handwritten signature



द्वितीय पक्ष: 1

श्री मैसर्स अजय रियलकॉन इण्डिया प्राइवेट लिमिटेड के द्वारा
विशाल कुमार , पुत्र श्री राजेन्द्र कुमार गोयल

निवासी: ऑफिस पता-1-बी, सेक्टर-126 नोएडा

व्यवसाय: नौकरी

Handwritten signature



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री समर सिंह , पुत्र श्री एस० आर० सिंह

निवासी: ग्रेटर नोएडा

व्यवसाय: वकालत

Handwritten signature of Samar Singh



पहचानकर्ता : 2

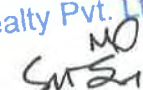
कांवेर
17 फरवरी 2023

Therefore now the Correct **Para 2 of Clause H** is "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 group housing pockets on Sub-Leased plot 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 year from the date of execution of Original Lease Deed**. The Lessee/Sub-Lessee shall be required to complete the construction of minimum F.A.R. as per approved byelaws of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly issued from the building cell of the Lessor with in a period of 3 years from the date of execution of Sub-Lease Deed." In the Sub-Lease Deed of Group Housing Plot No. **P-06 /TS-02A** areameasuring **18130.050** Sq. Meter **Sector-22D**, Yamuna Expressway Industrial Development Authority, in the Distt., Gautam Budh Nagar (U.P.) executed & registered in Favour of Sub-Lessee (**M/s Ajay Realcon India Pvt. Ltd.**) registered on 04-11-2020.

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory

For ATS Realty Pvt. Ltd.


Authorized Signatory


प्रबंधक (सम्पत्ति)

यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

श्री आयुष यादव , पुत्र श्री के पी यादव

निवासी: ग्रेटर नोएडा

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रेम प्रकाश सिंह

उप निबंधक : सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

26/10/2023

अनुपम भांगलिक .

निबंधक लिपिक गौतम बुद्ध नगर

26/10/2023

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

टिप्पणी :

प्रिंट करें



(लीम्पस) कांअंर
एकजिार ०६ ०३०१६ ईसवीकए तामुए

In witness whereof, the parties hereto, have signed this Correction Deed on the day, year first mentioned above.


2. WITNESS: Samar Singh
Samar Singh
Adv
Cor. Noida.


LESSEE (असति)
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

LESSEE

M/s ATS REALTY PVT. LTD.

2. Ayush Yadav
Adv
Cor. Noida.

For ATS Realty Pvt. Ltd.

Authorized Signatory
SUB LESSEE

M/s Ajay Realcon India Pvt. Ltd.

For Ajay Realcon India Pvt. Ltd.


Authorized Signatory

आवेदन सं०: 202300743070832

ही संख्या 1 जिल्द संख्या 43670 के पृष्ठ 1 से 16 तक क्रमांक
28115 पर दिनांक 26/10/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रेम प्रकाश सिंह

उप निबंधक : सदर ग्रेटर नोएडा

गौतम बुद्ध नगर

26/10/2023

