

154000/1050 8/2012

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

सूचक पर स्थान = 1,5772000/ रूपये का कदाचित्त गैर
उत्तर प्रदेश UTTAR PRADESH AC 228033



THIS STAMP PAPER IS ATTACHED FOR EXECUTION OF
SUB LEASE DEED IN RESPECT OF GROUP HOUSING
PLOT NO. GH - 05, ECO CITY, SECTOR - 75, NOIDA,
DISTRICT GAUTAM BUDH NAGAR, U.P.

For INDOSAM INFRA PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

Director

Director
SUB LESSOR

मार्गालय अधीनक
पुनः कर्तव्य न्यायिक
अधीनक

MARKET VALUE 31,54,24,600.00
AREA OF PLOT 15771.23 sq.mtr.

SALE CONSIDERATION- 24,85,86,128.00
PLOT NO. GH-05/ ECO CITY, Sector-75, Noida

STAMP DUTY- 157,72,000.00

THIS SUB LEASE DEED is made on the 28th day of February, Two Thousand Twelve.

BETWEEN

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

AND

M/s AIMS MAX GARDENIA DEVELOPERS PRIVATE LIMITED, a company duly incorporated under the Indian Companies Act, 1956 and having its corporate office at C-56/5, SECTOR-62, NOIDA-201301 through its authorized signatory/director Mr. Ajay Kumar S/o Late Shri Nawal Kumar Sharma R/o E-47, Sector-40, Noida, duly authorized by its Board of Directors vide Resolution dated- 01.12.2011 (hereafter referred to as the Developers/Lessee) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the SECOND PART.

AND

M/s INDOSAM INFRA PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office, at Office No. 37, C Block, DDA Market, Suraj Mal Vihar, New Delhi-110092, through its authorized signatory/ Director SHRI SANJAY AGRAWAL S/O LATE DR. R. AGRAWAL R/O TAJ APARTMENT FLAT NO. A-403, GHAZIPUR, DELHI-96 - duly authorized by its Board of Directors vide Resolution dated-15.12.2011 (hereinafter referred to as SUB-LESSEE) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the THIRD PART

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

LESSEE
Director

SUB-LESSEE

कार्यालय अधीक्षक
ग्राम इन्फ्रा प्रोजेक्ट
(नोडा)

AND WHEREAS

A) The Lessor invited bids under its Scheme Code GH-2009 (V) for allotment of ECO CITY, Sector-75, Noida, Distt. Gautam Budh Nagar (Uttar Pradesh) Admeasuring Approx. 6,00,000 Sq. mts. for development of Residential Township. The permissible uses in this residential township are Group Housing, Commercial, Institutional and Parks, Open spaces, Roads and Public Parking.

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

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

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

- The lease deed and bid document further provides that the Lessee will have to construct on its own minimum of 30 percent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
- The Lessee have the option to sub-lease a maximum 70, percent of the total land earmarked for 'residential', 'institutional, facilities' and 'commercial' area.
- After the approval of the lay-out plan from the authority, the Lessee is transferring lease hold rights to Sub-Lessee through this sub lease deed as internal development work such as internal-roads, sewerage, drainage, culverts, water-supply. Electricity distribution/ transmission lines, street lighting, etc. in that area is in progress.
- The Lessee is executing sub lease deed in favour of Sub-Lessee.
- On execution of this sub-lease deed, the sub-lessee will be bound to comply with the provisions of payment of proportionate share of lease premium, lease rent and all other charges payable to the Authority in the proportionate share of the land area so sub-lease. As per the terms & conditions mentioned in sanction letter No. Noida/GHP/2009-(V)/GH-05/ECO CITY/SEC-75/2012/593 dated 21.02.2012.

For Aims Max Gardenia Developers Pvt. Ltd.

For INDOSAM INFRA PVT. L^T

LESSOR

LESSEE Director

SUB-LESSEE

Director

कार्यालय अधीक्षक
सुप्र. हा. वि. भवन
नोडा

- The sub-lessee shall have to follow and fully implement the group housing project on this allotted/sub-leased plot no. **GH-05 of ECO CITY, Sector-75, Noida** admeasuring 20,000 sq.mtr., Out of which 15771.23 sq. mtrs. Lease deed has already been executed in favour of the Lessee and the balance 4228.77 sq. mtr of land will be transferred to the lessee as and when acquired by Noida after execution of lease deed for the same. Subsequently 4228.77 sq. mtrs. of land will be transferred to the Sub Lessee by the lessee after executing the correction deed on the same terms and conditions as mentioned in this document of Sub Lessee as per all the terms and conditions of allotment and lease deed executed by the lessor in favour of Lessee. Any default on the part of such sub-Lessee to fully implement the terms and condition of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of the Brochure/bid document/lease deed.
- The layout plan of Developers/Lessee has been approved vide lessor's letter No./Noida/CAP/2010/220 dated-09.11.2010. The Lessee has started internal development work such as internal roads, sewerage, drainage culverts, water-supply and electricity distribution transmission lines. Street lighting etc.
- As per approved Layout plan/master plan of the Residential Township plot Lessee has further allotted sub divided Plot No.-**GH-05, ECO CITY, Sector-75, Noida** Area 15771.23 sq. mtrs out of 20,000 square meters in the project namely- **ECO CITY** being developed by the Lessee to **M/s INDOSAM INFRA PRIVATE LIMITED** (Sub-Lessee) a company incorporated under the companies act 1956, having its registered office at, **Office No. 37, C Block, DDA Market, Suraj Mal Vihar, New Delhi-110092**, sub lease which is being executed through this Sub-Lease Deed.

LIST OF DIRECTORS OF M/s INDOSAM INFRA PRIVATE LIMITED

SL. NO.	NAME	ADDRESS
1	SHRI RAJIV GOEL S/O SHRI KRISHAN CHAND GOEL	C1/74, MANGAL APPTT. VASUNDHARA ENCLAVE, DELHI-110096
2	SHRI ASHWANI KUMAR GUPTA S/O SHRI RAM KUMAR GUPTA	109 SRESTHA VIHAR, DELHI-110096
3	SHRI SANJAY AGRAWAL S/O SHRI RAMESHWAR AGARWAL	FLAT NO. 302, B TAJ APARTMENT, DELHI-110096
4	SHRI VIVEK VASHISHTHA S/O SHRI BABU LAL NAGAR	1/2361, RAM NAGAR, SHADARA, DELHI-110032
5	SHRI SACHIN GOEL S/O SHRI RAJENDRA PARSAD	186, KANHYA LAL MOHALLA, DELHI GATE GHAZIABAD, UTTAR PRADESH-201011
6	SHRI SARWAN KUMAR S/O SHRI CHATER SINGH	153, SHAKTI KHAND-I, INDIRAPURAM GHAZIABAD, 201010, UTTAR PRADESH.

For Aims Max Gardenia Developers Pvt. Ltd.

For INDOSAM INFRA PVT. LT.

LESSOR

LESSEE Director

SUB-LESSEE

कार्यालय अधीन
मा. मा. मा. मा. मा.

Direct

LIST OF SHAREHOLDERS OF M/s INDOSAM INFRA PRIVATE LIMITED

SL. NO.	NAME OF THE PERSON	NO. OF SHARES	% OF HOLDING
1	SHRI ASHWANI KUMAR GUPTA	170000	17.00%
2	SHRI VIVEK VASHISHTHA	170000	17.00%
3	SHRI RAJIV GOEL	170000	17.00%
4	INDOTECK CONSTRUCTIONS (P) LTD.	250000	25.00%
5	SOLITARE REAL HOMES (P) LTD.	150000	15.00%
6	ANAND PRAKASH RATHORE	90000	09.00%
		1000000	100.00%

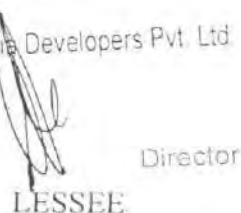
A.MODE OF PAYMENT AND PAYMENT PLAN

1. All payment should be made through demand drafts/ pay orders drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida. The Sub Lessee should clearly indicate his name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.
2. The Sub-Lessee have paid 10% premium and one year lease rent (till 2011-12) directly to the Lessee. The sub-lessee shall have to pay balance 90% premium and Lease rent @ Rs 15762 per square meter within 10 years from the date of allotment to lessee along with interest 11% interest. There shall be a moratorium of 24 months from the date of allotment/reservation and only the interest @11% per annum compounded half yearly, accrued during the moratorium period, shall be payable in half yearly installments. After expiry of the moratorium period, the balance 90% premium of the plot along with interest will be paid in 16 half yearly installments along with interest of proportionate premium and lease rent.
3. In case of default in depositing the installments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount. As per the terms & conditions mentioned in sanction letter No. Noida/GHP/2009-(V)/GH-05/ECO CITY/SEC-75/2012/593 dated 21.02.2012.
4. All payments should be remitted by due date. In case the due date is a bank holiday then the Sub-Lessee should ensure remittance on the previous working day.

For Aims Max Gardenia Developers Pvt. Ltd

For INDOSAM INFRA PVT. LTD


LESSOR


LESSEE

Director


SUB-LESSEE Director

वर्गान्तक अधिकार
मा. नं. 1/2009/2012

5. In case of default, this sub-lease deed shall be cancelled without any further notice and the amount deposited by the sub-lessee to lessee shall be forfeited by Lessor.
6. The payment made by the sub-lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the interest due and the lease rent payable.
7. The Lease rent prevalent at the time of execution of lease deed shall be payable.
8. The total consideration of the plot is Rs. 24,85,86,128.00 (Rupees Twenty Four Crore Eighty Five Lac Eighty Six Thousand One Hundred Twenty Eight only) i.e. @ Rs.15762 per square meter.
9. The sub-lessee shall have to pay balance 90% premium i.e. Rs. 15762/- per square meter of the plot/sub-leased directly to the Lessor/Authority in the following manner:-

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

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.

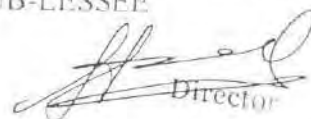

LESSOR

For Aims Max Gardenia Developers Pvt. Ltd.


LESSEE

Director

For INDOSAM INFRA PVT. LTD.
SUB-LESSEE


Director

B. EXTENSION OF TIME

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

C. LEASE RENT

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

- (i) The lease rent will be 1% of the plot premium for the first 10 years of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.

LESSOR

For Aims Max Gardenia Developers Pvt. Ltd.

LESSEE

Director

For INDOSAM INFRA PVT. LTD.
SUB-LESSEE

Director

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


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

D. POSSESSION

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

E. EXECUTION OF SUB-LEASE DEED

1. The Lessee/Sub-Lessee will have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
2. The Lessee/Sub-Lessee shall have option to sub-lease a maximum 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.
3. After the approval of the lay-out plan from the Lessor, the lessee shall have option to sub lease portions of land earmarked for group housing, commercial, and institutional subject to minimum plot size of 20,000 Sq mtr. after prior approval from the Lessor.
4. The Lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street-lighting, etc. in that area is in progress.
5. The Lessee shall have to execute sub lease deed in favour of Sub Lessee in the form and format as prescribed by the Lessor.
6. On execution of such sub-lease deed, the sub-lessee will be bound to comply with the provisions of payment of proportionate share of lease premium, lease rent and all other charges payable to the Lessor in the proportionate share of the land area so sublet.


LESSOR

For Aims Max Gardenia Developers Pvt. Ltd


LESSEE

Director

For INDOSAM INFRA PVT. LTD.
SUB-LESSEE


Director

Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Lessor shall be entitled to take any action against the sub-lessee/lessee as has been mentioned in the scheme brochure including cancellation of the sub-lease and forfeiture of the premium etc as per the terms and conditions of this Brochure.

F. INDEMNITY

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

1. Non-completion of Project.
2. Quality of construction
3. Any legal dispute arising out of allotment /lease to final purchaser

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

G. IMPLEMENTATION OF PROJECT

1. The lessee is required to submit building plan together with the detailed lay-out plan showing the phases for execution of the project for approval within 9 months from the date of possession and shall start land development, and internal development within 18 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The land development and internal developments have to be completed by the allottee within 5 years from the date of possession to the satisfaction of the Lessor.
2. The Lessee/ sub-lessee shall commence the construction of the F.A.R. within 18 months from the date of possession and shall be required to complete the construction of area provided to the lessee/ sub-lessee as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the Lessor in maximum 7 phases within a period of 10 years from the date of execution of lease deed. The lessee/ sub-lessee shall be required to complete the construction of minimum 15 per cent of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the NOIDA within a period of 5 years from the date of execution of the lease deed.
3. All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to

LESSOR

For Aims Max Gardens Developers Pvt Ltd

LESSEE

For INDOSAM INFRA PVT. LTD.
SUB-LESSEE

Director

Director

connect these services with the internal system of services of plot shall be incurred by the Lessee.

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

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

5. In case the lessee/ sub-lessee does not construct building within the time provided including extension granted, if any, the allotment/ lease/ sub-lease deed as the case may be, shall be liable to be cancelled. Lessee/ sub-lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. There shall be total liberty at the part of allottee/ lessee to decide the size of the built up space within the frame work of NOIDA Building Bye-laws.
7. The allottee/ lessee/ sub-lessee may implement the project in maximum seven phases and the occupancy certificate/ completion certificate shall be issued by the Lessor phase wise accordingly, enabling them to do phase-wise marketing.

H. NORMS OF DEVELOPMENT

The land use break-up for the total Sector/land shall be as follows.

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

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

(**) Subject to approval of state Government.

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

I. MORTGAGE

LESSOR

For Aims Max Gardens Developers Pvt. Ltd.
LESSEE

Director

For INDOSAM INFRA PVT. LTD.

SUB-LESSEE

Director

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

The allottee will submit the following documents:

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

The Lessor shall have first charge on the plot towards payment of all dues of Lessor.

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

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

J. TRANSFER OF PLOTS/FLATS

- 1) The sub-lessee shall have the right to sub-lease the developed built up space as per this layout and building plans approved by the Lessor at its own price on the standard lease agreements approved by the Lessor.
- 2) No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space including the built up space on the sub divided plot(s) as described above, within two years after the date of completion. However, for subsequent sales, the transfer charges as prevalent at the time of transfer, or as may be decided by the Lessor, shall be payable.

K. MISUSE, ADDITIONS, ALTERATIONS ETC.

LESSOR

For Aims Max Garden Developers Pvt. Ltd.
LESSEE

Director

For INDOSAM INFRA PVT. LTD.
SUB-LESSEE

Director

In case of violation of any of the above conditions, allotment shall be liable to be cancelled and possession of the premises along with the structure(s) thereon, if any, shall be resumed by the Lessor.

The Lessee/Sub-lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Lessee/Sub-lessee(s) fails to correct such deviation(s) within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee/Sub-lessee who hereby agree to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

L. LIABILITY TO PAY TAXES

The Lessee/sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

M. OVERRIDING POWER OVER DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee/Sub-lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Lessor on the amount of such compensation shall be final and binding on the lessee/Sub-lessee.

N. MAINTENANCE

1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee/Sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - a) in a state of good condition to the satisfaction of the Lessor at all times.


LESSOR


For Aims Max Gardenia Developers Pvt. Ltd.
LESSEE

Director

For INDOSAM INFRA PVT. LTD.
SUB-LESSEE


Director


- b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all garbage/waste of the sector shall be disposed off at the earmarked place/land fills sites as per the policy of Lessor for similar sectors.
3. The Lessee/Sub-lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the NOIDA framed/ issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
 4. In case of non-compliance of terms and directions of Lessor, the Lessor shall have the right to impose such penalty as the Lessor may consider just and expedient.
 5. The lessee/sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Lessor will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee. The lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Lessor in this regard shall be final.

O. CANCELLATION OF LEASE DEED

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

1. Allotment/lease being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the applicant/ allottee for breach/ violation of terms and conditions of registration/ allotment/ lease and/ or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee/Sub-lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.


LESSOR

For Aims Max Garden Developers Pvt. Ltd.

LESSEE

Director

For INDOSAM INFRA PVT. LTD.
SUB-LESSEE


Director

5. If the allotment/lease is cancelled on the ground mentioned in para U-1. above, the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

P. OTHER CLAUSES

1. The allotment of land by Lessor shall be on lease basis, however, in future it can be converted in free hold as per the terms and conditions specified by Lessor
2. Multiple renting shall be admissible to the lessee and for the sub-lessee.
3. The Authority/ Lessor reserves the right to make such additions/ alternations or modifications in the terms and conditions of allotment/ lease deed/ sub lease deed from time to time, as may be considered just and expedient.
4. In case of any clarification or interpretation regarding these terms and conditions, the decision of the Lessor shall be final and binding.
5. If due to any "Force Majeure" or such circumstances beyond the Authority's control, the Authority is unable to make allotment, deliver possession of the whole or part of the land to the allottee or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, within 3 years from the date of issuance of acceptance letter on receipt of the request of the allottee, the deposit, if any, made by the allottee against that portion of the land of which possession could not be delivered by the Lessor to the Lessee/Sub-lessee, will be refunded to the allottee without interest
6. If the Lessee/Sub-lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee/Sub-lessee during the period of submission of nuisance.
7. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
8. The Lease Deed/Sub-Lease deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this Act.
9. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
10. The lessee/ sub-lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time NOIDA or any other authority duly empowered by them to levy the tax/ charges.
11. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/ sub-lessee will not be paid any compensation thereon


LESSOR

For Aims Max Gardenia Developers Pvt. Ltd


LESSEE

Director

For INDOSAM INFRA PVT. LTD.

SUB-LESSEE


Director

INSTITUTIONAL/PUBLIC FACILITIES

4277 SQ.M

34033 SQ.M

20000 SQ.M

7100 SQ.M

7185 SQ.M

20000 SQ.M

20000 SQ.M

11501 SQ.M

10343 SQ.M

7804 SQ.M

20000 SQ.M

20000 SQ.M

6169 SQ.M

20000 SQ.M

20000 SQ.M

7087 SQ.M

4316 SQ.M

23714 SQ.M

Q - 11505 SQ.M

b - 5183 SQ.M

c - 7226 SQ.M

d - 7086 SQ.M

e - 3344 SQ.M

f - 7854 SQ.M

75407 SQ.M

M.P. GREEN

M.P. GREEN

M.P. GREEN

FOR INDOSAM INFRA PVT. LTD.

Max Gardena Developers Pvt. Ltd.

Director

Director

NOTE:
THE TOTAL AREA OF THE PROJECT IS 75407 SQ.M.
THE TOTAL AREA OF THE PROJECT IS 75407 SQ.M.

Sl. No.	Particulars	Area (Sq. M)
1	Plot Area	75407
2	Area of Institutional/Public Facilities	4277
3	Area of Institutional/Public Facilities	34033
4	Area of Institutional/Public Facilities	20000
5	Area of Institutional/Public Facilities	7100
6	Area of Institutional/Public Facilities	7185
7	Area of Institutional/Public Facilities	20000
8	Area of Institutional/Public Facilities	11501
9	Area of Institutional/Public Facilities	10343
10	Area of Institutional/Public Facilities	7804
11	Area of Institutional/Public Facilities	20000
12	Area of Institutional/Public Facilities	6169
13	Area of Institutional/Public Facilities	20000
14	Area of Institutional/Public Facilities	7087
15	Area of Institutional/Public Facilities	4316
16	Area of Institutional/Public Facilities	23714
17	Area of Institutional/Public Facilities	5183
18	Area of Institutional/Public Facilities	7226
19	Area of Institutional/Public Facilities	7086
20	Area of Institutional/Public Facilities	3344
21	Area of Institutional/Public Facilities	7854
22	Area of Institutional/Public Facilities	75407

PROJECT TITLE

PROPOSED COMMERCIAL LAND USE
FOR M/S. INDOSAM INFRA PVT. LTD.
DEVELOPMENT OF 75407 SQ.M.



SANCTION

DATE

FOR INDOSAM INFRA PVT. LTD.

FOR INDOSAM INFRA PVT. LTD.

FOR INDOSAM INFRA PVT. LTD.

FOR INDOSAM INFRA PVT. LTD.

FOR INDOSAM INFRA PVT. LTD.

FOR INDOSAM INFRA PVT. LTD.

FOR INDOSAM INFRA PVT. LTD.

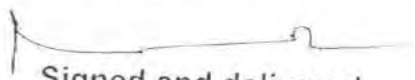
FOR INDOSAM INFRA PVT. LTD.


FOR INDOSAM INFRA PVT. LTD.

12. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
13. All arrears of the Lessor would be recoverable as arrears of land revenue.
14. The Lessee/Sub-lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
15. The Lessor in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
16. The Allottee/Lessee/Sub-lessee shall execute an Indemnity bond, indemnifying the Lessor unequivocally against any consequences of a situation where the Lessor is not able to give possession of the acquired land and/or of the unacquired land. In such a situation the liability of the Lessor shall be limited to refund, without interest, to the lessee/sub-lessee, the deposit, if any, made by the lessee/sub-lessee against that portion of the land of which possession could not be delivered to the lessee/sub-lessee by the Lessor.
17. All other remaining terms and conditions of the brochure/Lease Deed shall be part of this Sub-Lease Deed.

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

Witnesses:


Signed and delivered
for and on behalf of LESSOR

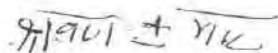
1. 
V/Vate Vashista

S/Lt. Sm B L Sharma

Pt. D-132 Suraj Mad
Vihar Delhi-11

For and on behalf of the LESSEE

2.


S. K. Chary

S/Lt. Sm Chatterjee

Pt. SK II Indraprastha

Co-2B.

For and on behalf of the SUB LESSEE


LESSOR


For Aims Max Garden Developers Pvt Ltd
LESSEE

For INDOSAM INFRA PVT LTD.


SUB-LESSEE

Director

Director