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For Aims Golf Town Developers Pvt Ltd.

Authorised Signatory

#### LEASE DEED (RESIDENTIAL TOWNSHIP)

This lease deed is made at Greater Noida on the 09<sup>TH</sup> DECEMBER 2010 between the Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 2(d) of the Ultar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) (hereinafter called the 'Lessor' which expression shall unless the context does not so admit, include its successors and assigns) of the One Part and M/s AIMS GOLF TOWN DEVELOPERS PVT.LTD. a Company/SPC incorporated under the Indian Companies Act 1956, having its registered office at R-10, 11, 12, Ansal Chamber-1, 3, Bhikaji Cama Place, New Delhi through Its Director Mr. MALOOK NAGAR S/o LATE RAMESHWAR DAYAL NAGAR R/o D-10/3, VASANT VIHAR, NEW DELHI duly authorized by its Board of Directors vide resolution dated 1.12.2010 hereinafter called the Lessee, which expression shall unless the context does not so admit, include its executors, successors in office, administrators, representatives and permitted assigns of the other part;

WHEREAS the plot hereinafter described form part of the land acquired under the Land Acquisition Act. 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential township according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Birthender System awarded to the CONSORTIUM CONSISTING OF - ...

- M/s Aims Promoters Pvt.Ltd.
- M/s AMR Construction Ltd.
- M/s Name Estates Pvt.Ltd.

the Residential Township Plot No. GH-04, SECTOR-04, GREATER NOIDA, after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No.PROP/TOWNSHIP/2010/2221 dated 04<sup>th</sup> March 2010 and Allotment Letter No. Builders/2010/1489 dated 23.04.2010 and for the development and marketing of Residential Township purposes as mentioned as in bid document / brochure on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme. AND WHEREAS the Lessor approved the name and status of M/s Aims Golf

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own Developers Pvt.Ltd. on the request of consortium members (as mentioned above), in accordance with the Clause-C-7(e) of the brochure of the scheme to develop and market the project on demarcated plot No.GH-04, Sector-04, GREATER NOIDA. The actual area of the plot as per lease plan is 176090.13 square metre of which this lease deed is being executed.

AND WHEREAS the Lessee is a Special Purpose Company comprising of-

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/s Aims Promoters (P) Ltd.	80%	Lead Member
2	M/s Narne Estates Private Limited	10%	Relevant Member
3	M/s AMR Constructions Limited	10%	Relevant Member

And it has been represented to the Lessor that the Special Purpose Company members have agreed amongst themselves that M/s Aims Promoters vt. Ltd., having its office at R-10,11 & 12, Ansal Chamber-1, 3, Bhikaji Cama Place, New Delhi shall remain always be the Lead Member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" (on the date of submission of the tender) shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged till the occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor.

#### I NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 140,37,90,516.00 (Rupees One Hundred Forty Crore Thirty Seven Lac Ninety Thousand Five Hundred Sixteen only) ut of 10% premium which is Rs. 14,03,79,052.00 (Rs. Forteen Crore Three Lac Seventy Nine Thousand Fifty Two Only) has been paid by the Lessee, the receipt whereof the Lessor do hereby acknowledge. The balance amount to be paid as per payment plan given below:

Instalment	Due date	Payable Premium	Payable Interest	Total payable instalment	Balance premium	Rem arks
-	<u> </u>	-	_			
Instalment No.1	23.10.2010	0.00	75804688.00	75804688.00	1263411465.00	Paid
Instalment No.2	23.04.2011	0.00	75804688.00	75804688.00	1263411465.00	Due
Instalment No.3	23.10.2011	0.00	75804688.00	75804688.00	1263411465.00	-do -
Instalment No.4	23.04.2012	0.00	75804688.00	75804688.00	1263411465 00	-do
Instalment No.5	23.10.2012	78963217.00	75804688.00	154767905.00	1184448248 00	-do -

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Instalment No.6	23.04.2013	78963217.00	71056895.00	150030112.00	1105485031 00	do -
Instalment No.7	23.10.2013	78963217.00	66329102.00	145292319 00	1026521814 00	do;
Instalment No.8	23.04.2014	78963217.00	61591309.00	140554526.00	947558597.00	-do -
Instalment No.9	23.10.2014	78963217.00	56853516.00	135816733.00	868595380 00	-do -
Instalment No.10	23.04.2015	78963217.00	52115723.00	131078940.00	789632163.00	-do-
Instalment No.11	23.10.2015	78963217.00	47377930.00	126341147.00	710668946.00	-do -
Instalment No.12	23.04.2016	78963217.00	42640137.00	121603354.00	631705729.00	-do -
Instalment No.13	23.10.2016	78963217.00	37902344 00	116865561.00	55274251	-do∞
Instalment No.14	23.04.2017	78963217.00	33164551.00	112127768.00	473779295 00	-do-
Instalment No.15	23.10.2017	78963217.00	28426758.00	107389975.00	394816078 00	-do -
Instalment No.16	23.04.2018	78963217.00	23688965.00	102652182.00	315852861.00	-do -
instalment No.17	23.10.2018	78963217.00	18951172.00	97914389.00	236889644.00	-do -
Instalment No.18	23.04.2019	78963217.00	14213379.00	93176596.00	157926427.00	-do -
Instalment No.19	23.10.2019	78963217.00	9475586.00	88438803.00	78963210.00	-do -
Instalment No.20	23.04.2020	78963210.00	4737793.00	83701003.00	0.00	-do -

Lessee has opted to pay annual lease rent (till start for execution of sub-lease deed) and accordingly paid one year lease rent in advance i.e. Rs. 1,40,37,905.00 (Rupees One Crore Forty Lac Thirty Seven Thousand Nine Hundred and Five Only) at the rate of 1% of the total premium of the plot. In case of default lessee shall have to pay interest @ 15% p.a. compounded six monthly.

The Lessor doth hereby demise and lease to the lessee, all that plot of land numbered as Plot No. GH-04 situated in Sector- 04, allotted under the Scheme Code RTS-01/2010 (I) in the Greater Noida District Gautam Budh Nagar contained by measurement of 176090.13 Square Meters, be the same, a little more or less, and bounded: -

ON THE NORTH BY ON THE SOUTH BY ON THE EAST BY ON THE WEST BY

AS PER LEASE PLAN ATTACHED

and which said plot is more clearly-defineated and shown in the attached plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the lessee to the term of 90 (Ninety) years commencing from (the date of execution of the lease deed) **09<sup>th</sup> December 2010** except and always reserving to the Lessor on the terms and conditions mentioned below:-

Lessor invited sealed tenders in two-bid system in the prescribed Application/Tender Form for allotment of RESIDENTIAL TOWNSHIP and Lessee has been allotted plot No.GH-04 Sector 04, GREATER NOIDA measuring 176090.13 sq.m..

#### B. NORMS OF DEVELOPMENT

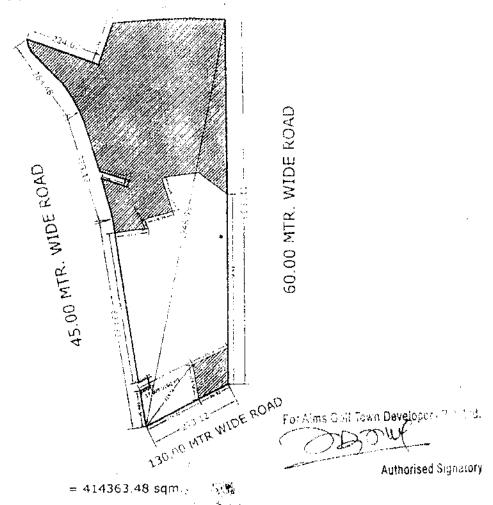
in the subsection

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60.00 MTR. WIDE ROAD



TOTAL AREA OF PLOT

M AREA FOR FUTURE PLANNING

= 238273.35 sqm.

NET AREA

= 176090:13 **sg**m.

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POSSESSION TAKEN
OVER ALLOTTEE

SIGN POSSESSION HANDED OVER

REVISED
LEASE PLAN FOR
PLOT NO.GH-04
FOR SECTOR-4
GREATER NOIDA

PROJ. DEPTT.

ASSIT.MANAGER

MANAGER

SR.MANAGER

SR.MANAGER

LAND. DEPTT.

LEXH PAL

LEXH PAL

MANAGER

MANAGER

PLNG. DEPTT.

SR. PRAFIZMAN

SR PRECUTIVE



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

The land use breakup for the plots on offer shall be as follows:

PERMISSIBLE USAGE						
Commercial (Including Master Plan						
Commercial)	As per brochure / bid document of RTS-					
Institutional & Facilities	01/2010(I) Scheme					
Parks, Open spaces, Play ground,						
Roads & Public Parking	į					
Residential (Group Housing)	lat*1 Million and					
PERMISSIB	LE FAR (MAXIMUM)					
Commercial	4.00					
Residential (Group Housing)	2.75					
Institutional & facilities	As per bye-laws					
PERMIS	SIBLE DENSITY					
Density (Group Housing Pocket)	1650 PPHA					
MOTE EAD OF DESCRIPTION OF THE						

NOTE: FAR & Density may further be purchased by the lessee as per norms of LESSOR.

#### C. LEASE RENT

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

- The lease rent will be payable @ 1.00 % of premium of the plot for the first 10 years of lease period.
- II. The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- III. The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- IV. Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
- V. The lessee has the option to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" unless the LESSOR 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 lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.

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VI. 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. PAYMENT PLAN AND OTHER MAIN TERMS AND CONDITIONS

- All payment as mentioned above should be made by the Lessee to the Lessor through demand drafts/ pay orders drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida/ Greater Noida. In case of default in depositing the installments /lease rent or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
- 2. All payments should be remitted by due date. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.
- 3. In case of default, the allotment and reservation offer will be considered as cancelled without any further notice and the amount equivalent to registration money shall be forfeited. No interest will be paid on such amounts. However, this is subject to clause 'H' of brochure / tender document.
- 4. The payment made by the 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.
- 5. The Lease Rent prevalent at the time of execution of lease deed shall be payable.
- 6. In case of allotment of any additional land, the payment of the premium of the additional land shall be made in lump sum within 60 days from the date of communication of the said additional land.
- In exceptional circumstances, the time for the payment of balance due amount may be extended by the Lessor.
- 8. 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.
- 9. Extension of time, normally, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
- 10. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

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- 11. The plot will be accepted by the Lessee on an "As is where is basis' on a lease for a period of 90 years starting from the date of execution of the lease deed.
- 12. Surrender after execution of lease deed shall not be allowed.
- The lessee shall prepare the detailed lay-out plan for the entire land for approval of the Lessor.
- 14. Internal development of the sector/plot shall be the full responsibility of the lessee and it shall be carried out as per the lay-out plan approved by the Lessor.
- 15. The Lessee will have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
- 16. The Lessee shall have option to sub-lease a maximum 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.
- 17. After the approval of the lay-out plan from the lessor, the lessee shall have option to sublease portions of land earmarked for group housing, commercial, and institutional subject to minimum plot size of 20,000 Sqm. after prior approval from the Lessee.
- 18. 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.
- 19. The Lessee shall have to execute tripartite sub lease deed in favour of Sub Lessee in the form and format as prescribed by the Lessor.
- 20. 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.
- 21. Area developed and allotted by the lessee in the shape of individual flats/residential plot, shops, one time lease rent shall be paid by the lessee before start of execution of sub lease deed. In case plots more than 20000 square metres allotted, proportionate lease rent and lease premium shall directly be paid by the sub-lessee to the Lessor which shall be adjusted in the payable instalments by the Lessee.
- 22. Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed or scheme {Scheme Code RTS-01/2010(i) }

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shall not be automatically considered as default of the Lessee. The Lessor shall be entitled to take any action against the sub-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/Tender Document.

- The Lessee shall be wholly and solely responsible be for implementation of 23. the Project save and except the land which it has subleased to any individual or entity as per Clause O - Sub Clause 1, 2 and 3 of the brochure / tender document and 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 Lessee. Thereafter the agency appointed by the Lessee will be responsible to the lessor for maintenance and service of the constructed flats/ buildings. 多大水 等
- The Lessee and / or sub-lessee, as the case may be, shall execute an 24. indemnity bond, indemnifying the lessor against all disputes arising out of:
  - Non-completion of the Project. 1.
  - 2. Quality of construction
  - 3. Any other legal dispute arising out of allotment, lease, sub-lease etc.
- The lessee is required to submit building plan together with the detailed lay-out 25. 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 lessee within 5 years from the date of possession to the satisfaction of the lessor.
- 26. The Lessee/ sub-lessee shall commence to 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 (Planning 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 Completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of 5 years from the date of execution of the lease deed.

27. 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,

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sewerage will be provided by the Lessor/ LESSOR. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.

- 28. Without prejudice to the LESSOR's right of cancellation, the extension of time for the completion of the Project, can be extended for a maximum period of another three years only with penalty as under:
  - For first year the penalty shall be 4% of the total premium.
  - For second year the penalty shall be 6% of the total premium.
  - For third year the penalty shall be 8% of the total premium.

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

- 28. 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
- 29. There shall be total liberty at the part of lessee to decide the size of the built up space within the frame work of LESSOR Building Bye-laws.
- 30. The 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.
  - The lessee/sub-lessee shall have the right to sub-lease the developed plot(s) and built up space as per his layout and building plans approved by the LESSOR at its own price on the standard lease agreements approved by the LESSOR.
  - No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built; espace including the built up space on the sub divided plot(s) as describe 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.
- The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served), after execution/registration of Lease Deed, in favour of Bank/Govt. organization/approved financial institution for construction of plot on receipt of simple request from the Lessee. The Lessee 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 lessee will submit the following documents:

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

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

Provided that in the event of sale or foreclosure of the mortgaged/charged property the Lessor 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 Lessor 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 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.

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 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 to notice from the Lessor requiring him to do so, correct such deviation at the said.

If the Lessee/Sub-lessee(s) 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.

#### E. 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

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behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

#### F 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 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.

#### G. MAINTENANCE

- The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
- 2. The 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.
  - 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.
- The 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.
- 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 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

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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

#### H. CANCELLATION OF LEASE DEED

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

- 1. Allotment 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/ lessee 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 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 Authority and no separate notice shall be given in this regard.
- 5. If the allotment is cancelled on the ground mentioned 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.

#### OTHER CLAUSES 1.

- 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/ sublease deed from time to time, as may be considered just and expedient.

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- 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 lessee 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 lessee, the deposit, if any, made by the lessee against that portion of the land of which possession could not be delivered by the LESSOR to the lessee, will be refunded to the lessee without interest.
- 6. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the Lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
- Any dispute between the Authority 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/ 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 taxe3/ charges/lease rent livable from time to time LESSOR or any other authority duly empowered by them to levy the tax/ charges.
- 11. In case of default, render the allotment/lease liable for cancellation and the Lessee/ sub-lessee will not be paid any compensation thereof.
- 12. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.

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For Aims Golf Town Developers Pvt. Ltd.

**Authorised Signatory** 

- 13. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- 14. The Lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited

The LESSOR in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.

- 15. The lessee and / or sub-lessee shall execute an Indemnity bond, indemnifying the LESSOR unequivocatly 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, the deposit, if any, made by the lessee against that portion of the land of which possession could not be delivered to the lessee by the LESSOR.
- The terms and conditions of the Brochure of the Scheme RTS-01/2010 (i) (1)shall form part of this lease deed.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year herein first above written.

in presence of :

Witness: AAMIR SIKMODER S/OSKARDUR REHIMAN

Address: 17/ BHATWARA, MEROT

Witness: NEFRAJ MACIK

Sto Col. R.S. MALIX

Address: 502 Dimple Apptls. 4E ASHA WARAR, KANDIVALI

EAST, MUMBAI - 450/0/

For & behalf of LESSEE

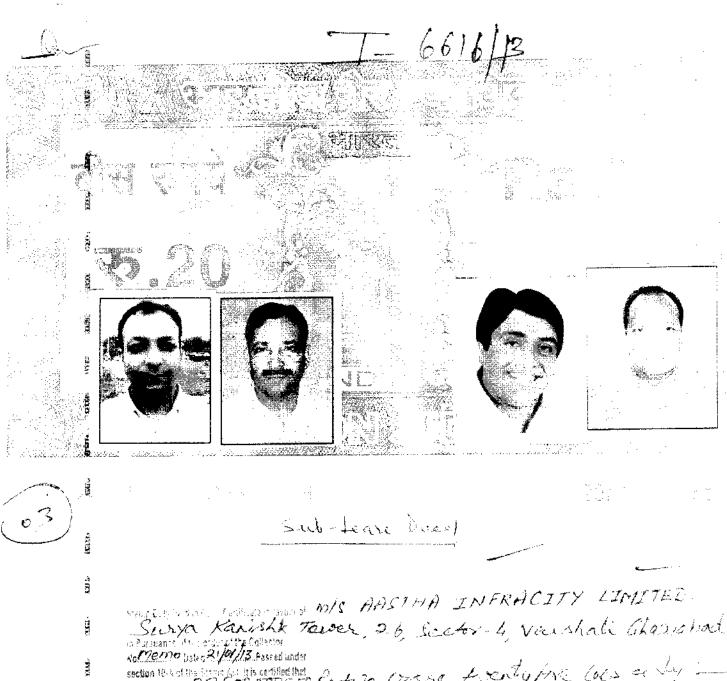
GR. NOLDA G.B. NAGAE MOB.: No. 9911575058

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LESSEE



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Officable Datge Fre2107: Cautae Seco k<mark>aya</mark>r 24/0/13

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For Aims Golf Town Developers Pvt Ltd. For Aastha Infracity Limited

Anthorised Signatory

Orector

#### **SUB LEASE DEED**

MARKET VALUE AREA OF PLOT Rs. 45,00,00,000/-20000 sq.mtr.

SALE CONSIDERATION

Rs. 159440000

PLOT NO.:

3/GH-04, Sector-04, Greater Noida

STAMP DUTY

2,25,00,000/-

THIS SUB LEASE DEED is made at Greater Noida on this 21st day of March, 2013

#### BY AND BETWEEN

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

#### AND

M/s. AIMS GOLF TOWN DEVELOPERS PRIVATE LIMITED a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at D-3/10, Paschimi Marg, Vasant Vihar, New Delhi-110057 through its authorised signatory/ Director Sh. Malook Nagar S/o. Late Sh. Rameshwar Dayal Nagar R/o. D-3/10. Vasant Vihar, New Delhi duly authorised by its Board of Directors vide Resolution dated 01.12.2010 (hereafter referred to as the Developers/Lessee) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the SECOND PART.

#### AND

M/s AASTHA INFRACITY LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at D-1/85, Second Floor Phase-1, Ashok Vihar. New Delhi through its authorised signatory / Director Sh. Arun Kumar Singh S/o. Lt. Sh. Jagdish Prasad Singh R/o. 402, Nutan Vihar, Kanker Bagh, Patna-20 duly authorised by its Board of Directors vide Resolution dated 29-10-2012 (hereinaftered 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.

#### **WHEREAS**

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

For Aims Golf Town Developers Pvt. Ltd.

Manager (Builders)
Greater Noida Indl. Dev. Authority

Authorised Signatory

Director

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For Aastha Infracity Limited

- b) The Lessee herein was the successful bidder for Plot No. GH-04, Sector-04, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 414353 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 (Ninety) years from the date of its execution.
- d) The Authority as a Lessor vide Lease Deed dated 10.12.2010 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Utta Pradesh registered in Book No. 1 Jild No. 7662, Page No. 1 to 616, Si. No. 24525 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 in the following manners
  - The lease deed and bid document further provides that the Lessee will have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.
  - The Lessee have the option to sub-lease a maximum 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.
  - After the approval of the lay-out plan from the authority, the Lessee is transferring lease hold rights to Sub-Lessee through this sub lease deed as internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, streetlighting, etc. in that area is in progress.
  - The Lessee is executing sub lease deed in favour of Sub-lessee.
  - On execution of this sub-lease deed, the sub-lessee will be bound to comply
    with the provisions of payment of proportionate share of lease premium, lease
    rent and all other charges payable to the Authority in the proportionate share
    of the land area so sublet.
  - The sub-lessee shall have to follow and fully implement the group housing project on this allotted/sub-leased Plot no.3 of GH-04, Sector-04, Greater Noida admeasuring 20000 sq.m., all the terms and conditions of allotment and lease deed executed by the lessor in favour of Lessee. Any default on the part of such sub-Lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of the Brochure/bid document/lease deed.
  - The layout plan of Developers / Lessee has been approved vide Lessor's letter dated 13-04-2011. The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street lighting etc.
  - As per approved Layout Plan / Master Plan the Residential Township plot, Lessee has further allotted Group Housing Plot No.3/GH-04, Sector 04, Area 20000 square metres in the Project namely GOLF TOWN being developed

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For Aims Golf Town Developers Pvt. Ltd.

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CUID I DOCUMINATION

by the Lessee to M/s AASTHA INFRACITY LIMITED (Sub-Lessee) a company incorporated under the companies act 1956 having its registered office at D-1/85, Second Floor Phase-1, Ashok Vihar, New Delhi, sub lease which is being executed through this Sub-Lease Deed.

#### A. MODE OF PAYMENT AND PAYMENT PLAN

- 1. All payment should be made through demand drafts/ pay orders drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida/ Greater 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 **Rs. 1,59,44,000**/- premium and annual lease rent (till 31.03.2013) directly to the Lessee/Lessor. The sub-lessee shall have to pay balance 90% premium @ Rs.7972/- per square metre within 10 years from the date of allotment to Lessee along with interest 12% interest. There shall be a moratorium of 24 months from the date of allotment/ reservation and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in half yearly instalments. After expiry of the moratorium period, the balance 90% premium of the plot along with interest will be paid in 16 half yearly instalments along with interest of Proportionate premium and Lease rent.
- 3. In case of default in depositing the instalments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
- 4. All payments should be remitted by due date. In case the due date is a bank holiday then the Sub-lessee should ensure remittance on the previous working day.
- 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.
- The Lease Rent prevalent at the time of execution of lease deed shall be payable.
  - 8. The total consideration of the plot is Rs. 15,94,40,000/- (Rupees Fifteen Crore Ninety Four Lac Forty Thousand only) i.e. @ Rs.7972/- per square metre.
  - 9. The sub-lessee shall have to pay balance 90% premium i.e. Rs. 7972/- per square metre of the plot/sub-leased directly to the Lessor/Authority in the following manner:-

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For Aastha Infracity Limited

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Head	Due date	Premium	Interest	Total amount of payable installment	Balance premium
Instalment No.1 (Paid)	23.10.2010	0	8609760	8609760	143496000.00
Instalment No.2 (Paid)	23.04.2011	0	8609760	8609760	143496000.00
Instalment No.3 (Paid)	23.10.2011	0	8609760	8609760	143496000.00
Instalment No.4 (Paid)	23.04.2012	0	8609760	8609760	143496000.00
instalment No.5 (Paid)	23.10.2012	8968500	8609 <b>760</b>	17578260	134527500.00
Instalment No.6	23.04.2013	8968500	8071650	17040150	125559000.00
Instalment No.7	23.10.2013	8968500	7533540	16502040	116590500.00
Instalment No.8	23.04.2014	8968500	6995430	15963930	107622000.00
Instalment No.9	23.10.2014	8968500	6457320	15425820	98653500.00
Instalment No.10	23.04.2015	8968500	5919210	14887710	89685000.00
instalment No.11	23.10,2015	8968500	5381100	14349600	80716500.00
Instalment No.12	23.04.2016	8968500	4842990	13811490	71748000.00
Instalment No.13	23.10.2016	8968500	4304880	13273380	62779500.00
Instalment No.14	23.04.2017	8968500	3766770	12735270	53811000.00
Instalment No.15	23.10.2017	8968500	3228660	121971 <u>6</u> 0	44842500.00
Instalment No.16	23.04.2018	8968500	2690550	11659050	35874000.00
Instalment No.17	23.10.2018	8968500	2152440	11120940	26905500.00
Instalment No.18	23.04.2019	8968500	1614330	10582830	17937000.00
Instalment No.19	23.10.2019	8968500	1076220	10044720	8968500.00
Instalment No.20	23.04.2020	8968500	538110	9506610	0.00

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

#### B. EXTENSION OF TIME

- 1. In exceptional circumstances, the time for the payment of balance due amount may be extended by the LESSOR.
- 2. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
- 3. Extension of time, normally, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
  - 4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.
  - 5. The lease hold rights of the plot sub-leased to the sub-lessee by the Lessee, for the balance period of **90 years** calculated from the date of execution of lease deed i.e. 10-12-2010.

For Aims Golf Town Developers Pvt. Ltd.

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For Aastha Infracity Limited

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Manager (Builders)

#### 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 sub-lessee has paid Annual lease rent @ 1% of total premium to the Lessee/Lessor. The lease rent will be payable by the Sub-lessee to the Lessor @ 1.00 % of premium i.e. Rs. 15,94,400.00 (Rupees Fifteen Lac Ninety Four Thousand Four only) of the plot for the first 10 years of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (v) The sub-lessee shall have to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" before start of execution of further sub lease deeds in favour of final purchasers of the flats on this allotted group housing plot.

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

#### D. POSSESSION

Possession of allotted 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 / lease deed.

#### E. EXECUTION OF SUB LEASE DEED

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

#### F. INDEMNITY

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

Manager (Builders)
Greater Norda Indl. Dev. Authority

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For Aastha Infracity Limited

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

The sub-lessee shall be wholly and solely responsible be 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.

#### G. IMPLEMENTATION OF PROJECT

- 1. The sub-lessee is required to submit building plan for approval within 6 months from the date of execution of this sub lease deed and shall start construction within 18 months.
- 2. The sub-lessee shall commence the construction of the F.A.R. within 18 months from the date of possession and shall be required to complete the construction of area provided to the sub-lessee as per approved layout plan and get the occupancy certificate issued from Building Cell (Planning Department) of the LESSOR in maximum 7 phases within a period of 10 years from the date of execution of lease deed. The sub-lessee shall be required to complete the construction of minimum 15 per cent of the total F.A.R. of the allotted plot as per approved layout plan and get Completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of 5 years from the date of execution of the lease deed dated 5<sup>th</sup> May 2010 executed in favour of Lessee.
- 3. All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the LESSOR. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the sub-lessee. All the internal development as well as construction works within the plot allotted to sub-lessee shall be carried out by the sub-lessee.
- 4. Without prejudice to the LESSOR's right of cancellation, the extension of time for the completion of the Project, can be extended for a maximum period of another three years only with penalty as under:
  - For first year the penalty shall be 4% of the total premium.
  - For second year the penalty shall be 6% of the total premium.
  - For third year the penalty shall be 8% of the total premium.

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

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- 5. In case the Sub-lessee does not construct building within the time provided including extension granted, if any, the sub-lesse deed may be, shall be liable to be cancelled. Sub-lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
- 6. There shall be total liberty at the part of Sub-lessee to decide the size of the built up space within the frame work of LESSOR Building Bye-laws.

#### H. MORTGAGE

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

The Sub-lessee will submit the following documents:

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

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

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

The Authority'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 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

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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.

#### 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.
- The sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
  - a) in a state of good condition to the satisfaction of the Lessor at all times.
  - b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all garbage/waste of the sector shall be disposed off at the earmarked place/land fills sites as per the policy of LESSOR for similar sectors.
  - 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.
    For Aims Golf Town Developers Pvt. Ltd.

Manager (Builders)
Greater Noida and Dev. Authority

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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.

#### 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 Sublessee 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.
- 46. If the Sub-lease deed is cancelled on the ground mentioned in para Y1, above, the
  entire amount deposited by the sub-lessee, till the date of cancellation shall be
  forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.

#### N. OTHER CLAUSES

- 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.
- Multiple renting shall be admissible to the Lessee/sub-lessee and for the sub-sub-lessee.
- 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

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or part of the land to the allottee or facilitate the Lessee/sub-lessee to undertake the activities in pursuance of executed lease deed, within 3 years from the date of issuance of acceptance letter on receipt of the request of the allottee, the deposit, if any, made by the allottee against that portion of the land of which possession could not be delivered by the LESSOR to the allottee, will be refunded to the allottee without interest.

- 6. If the sub-lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the sub-lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the sub-lessee's cost and charge damages from the sub-lessee during the period of submission of nuisance.
- 7. Any dispute between the Authority and Sub-lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
- 8. The Sub-Lease Deed will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
- 9. The LESSOR will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- 10. The Sub-lessee/s of the Lessee shall be liable to pay all taxes/ charges/lease rent livable from time to time LESSOR or any other authority duly empowered by them to levy the tax/ charges.
- 11. In case of default, render the Sub-lease liable for cancellation and the Sub-lessee will not be paid any compensation thereof.
- 12. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
- 13. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- 14. The sub-lessee shall not be allowed to assign or change his role, otherwise the sub-lease deed shall be cancelled and entire money deposited shall be forfeited.
- 15. The LESSOR in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
- 16. The Sub-Lessee shall execute an Indemnity bond, indemnifying the LESSOR unequivocally against any consequences of a situation where the LESSOR is not able to give possession of the acquired land and/or of the unacquired land. In such a situation the liability of the LESSOR shall be limited to refund, without interest, to the sub-lessee, the deposit, if any, made by the sub-lessee against that portion of the land of which possession could not be delivered to the sub-lessee by the LESSOR.

#### Schedule of Plot

Group Housing Plot No.3/GH-04, Sector-04, Greater Noida measuring 20000 sq.m. in the Distt. Gautam Budh Nagar (U.P) alongwith undivided, impartibly, unidentieid 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:

Manager (Builders)

For Aastha Infracity Limited

Director

# **फोटो फार्म** कार्यालय उपनिबन्धक,सदर गौतमबुद्धनगर।

	लेखपत्र संख्या—/2	2013 जिल्द संख्या	रजिस्ट्री ति	थि
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In witnesses whereof the parties have hereunto se the year first above written.	t their hands on the day, month and
	Manager (Bullders)
In presence of Witnesses	Greater Noida Indl. Dev. Authorit
1. Lallote	Signed for and on behalf of LESSOR
AKILAN Malloha	For Aims Golf Jown 284 2011
S/O show Sodish Hallote.	Authorised Signator
R10 Runyaki Lolony, Dhampu	^Signed for and on behalf of LESSEE
- Joursey -	For Aastha Infracity Limited
Slu, Sri, Dhumendlapd	
Showy Kennisk toner Signer	d for and on behalf of SUB – LESSEPirecto
· Scalheli-Co.7.B	•

Manager (Builders)
Greater Noida India Dv. Authority

For Aims Golf Town Li

Authorised Signatory

For Aastha Infracity Limited

Director

THE COUNTY





### ्रेड्ड नौएडा औद्योगिक विकास प्राधिकरण अंक विववन एस्टेट, सेक्टर-गामा, ग्रेटर नोएडा सिटी जिला- गौतम बुद्ध नगर उ.प्र.

पन्नांक- ग्रेनो/बिल्डर्स/2013/ | 1.2.73 | दिनांक १० मार्च, 2013

सेवा में,

M/s. Aims Golf Town Developers Pvt. Ltd. D-3/10, Paschimi Marg, Vasant Vihar, New Delhi-110057

M/s. Aastha Infracity Ltd.
D-1/85, Second Floor, Phase-1 Ashok Vihar
New Delhi

विषय <u>उप-विभाजित भूखण्ड संख्या- 3/GH-04,</u> सैक्टर-4, क्षेत्रफल 20000 वर्ग मीटर की सक् लीजडीड कराये जाने की अनुमति के संबंध में ।

महोदय,

कृपया अपने पत्र दिनांक 26.12.2012 का संदर्भ लें, जिसके द्वारा आपने आवंटित आवासीय टाउनशिप/ ग्रुप हाउसिंग भूखण्ड संख्या- जीएच-04, सैक्टर-4, के कुल लीज्ड क्षेत्रफल 176090.13 वर्ग मीटर में से एक भाग (उप-भूखण्ड संख्या- 3/GH-04 क्षेत्रफल 20000 वर्ग मीटर) की सबलीजडीड M/s. Aastha Infracity Ltd. के पक्ष में निष्पादित किये जाने का अनुशेध किया है।

- 1. मूल आवंटी मैसर्स एम्स गोल्फ टाउन डेवलपर्स प्रा0िल0 द्वारा सब-आवंटी के हिस्से की वर्तमान तक बकाया देय किश्तों/ वार्षिक लीजरेंट का भुगतान कर दिया गया है। आगामी अनुपातिक देय किश्तों का भुगतान सब-आवंटी M/s. Aastha Infracity Ltd. को संलग्न पेमेंट प्लान के अनुसार निर्धारित तिथियों पर करना होगा।
- २ सब-आवंटी को आगामी वार्षिक लीजरेंट (वित्तीय वर्ष 2013-14 हेतु) कुल कीमत का 01 प्रतिशत रूपये 15,94,400/- दिनांक 01.04.2013 की अथवा इससे पूर्व भुगतान करना होगा।
- उप-निबंधक कार्यालय, ग्रेटर नौएडा, गौतमबुद्धनगर के निर्देशानुसार देय स्टाम्प ड्यूटी का भुगतान करके स्टाम्प पेपर क्रय करने होंगे तथा उप-निबंधक कार्यालय में देय निबंधन शुल्क का भुगतान करना होगा।
- सब-आवंटी कंपनी को कंपनी के मेमोरेण्डम एंड आर्टिकल्स आफ एसोसिएशन की प्रति, डाइरेक्टर्स/अंशधारकों की सी०ए० द्वारा सत्यापित सूची प्रस्तुत करनी होगी।
- 5 आवंटी/सब-आवंटी को सबलीजडीड निष्पादन हेतु अधिकृत व्यक्ति के पक्ष में बोर्ड रिजोल्यूशन की प्रति प्रस्तुत करनी होगी।

M/s. AASTHATINFRACITY LIMITED same of Sub-lessee Sub divided Plot No. Rate (Rs.) Area 15944000 Total premium Paid upto allotment money 143496000.00 Balance Premium 143496000 00 Balance Premium (Proportionate) Remark Balance Total Payable Payable Due date Instalment <u>premium</u> payable\_ Interest Premium. Paid by Lessee 143496000.00 8609760 8609760 23.10,2010 Instalment No.1 Paid by Lessee 143496000.00 8609760 8609760 0 23.04.2011 Instalment No.2 Paid by Lessee 143496000.00 8609760 8609760 0 23.10.2011 Instalment No.3 Paid by Lessee 143496000.00 8609760 8609760 0 23.04.2012 Instalment No.4 Paid by Lessoe 134527500.00 17578260 8609760 8968**500** 23.10.2012 Instalment No.5 To be paid By Sub-Lessee 125559000.00 17040150 8071650 8968500 23.04.2013 Instalment No.6 To be paid By Sub-Lessee 116590500.00 16502040 7533540 23.10.2013 8968500 Instalment No.47 To be paid By Sub-Lessee 107622000.00 15963930 6995430 23.04.2014 8968500 Instalment No.8 To be paid By Sub-Lessee 98653500.00 15425820 6457320 23.10.2014 8968500 Instalment No.9 To be paid By Sub-Lessee 89685000.00 14887710 5919210 23.04.2015 8968500 Instalment No.10 To be paid By Sub-Lessee 80716500.00 14349600 23.10.2015 8968500 5381100 Instalment No.11 To be paid By Sub-Lessee 71748000.00 13811490 4842990 23 04.2016 8968500 Instalment No.12 To be paid By Sub-Lessee 62779500.00 13273380 8968500 4304880 23.10.2016 Instalment No.13 To be paid By Sub-Lessee 53811000.00 12735270 8968500 3766770 23.04.2017 Instalment No.14 To be paid By Sub-Lessee 44842500.00 8968500 3228660 12197160 23.10.2017 Instalment No.15 To be paid By Sub-Lessee 11659050 35874000.00 2690550 8968500 23.04.2018 Instalment No.16 To be paid By Sub-Lessee 11120940 26905500.00 2152440 8968500 23.10.2018 Instalment No 17 To be paid By Sub-Lessee 17937000 00 10582830 1614330 8968500 Instalment No 18 23.04.2019 8968500.00 To be paid By Sub-Lessee 10044720 1076220 8968500 23.10.2019 Instalment No.19 To be paid By Sub-Lessee 0.00 9506610 538110 8968500 23.04.2020 Instalment No.20

Was a two smothers that Alter and the

Manager (Builders)

# Greater Noida Industrial Deventance Autority 169 Chitvan Estate Secret Gamma. Greater Noida – 20 (U.S.)

No. Builders 2010 Dated 1; 14 April 2010

Τo

Consortium (Proposed) - M/s Aims Gelf (1997) Feve (1998)
Consisting of -M/s Aims Promoters PutLtd - Lead Me (1997)
M/s AMR Consequent Ltd - Relevant Namber
M/s Name Estatis Pvt Ltd - Relevant Namber
R-10,11,12, Access Chamber-I.
3, Bhikaji Carna Flace.
New Delhi - 170066

Sub: Allotment Letter for Residential Township I for No QF -04, Section 34 Greater Noida Area 414353 00 Sq.m.

Sirs.

In continuation to our Acceptance Letts. No PROPHTownship/2013-727 dated 04th March 2010, as you have deposited the reversation money amounting to Rs.1.17,61,106.00 (after adjusting registration money Fis.15-34 erore already paid) on 30.3.2010, I have been directed to inform you that Plot No GH 04 Sector-04, Greater Noida Area 414353.00 square merces is allotted to you on your quoted rate of Rs.7972/- per sqim. The 5% of total premium of the plot, thus is shall be Rs. 165161106/- (Rs. Sixteen Crore Fifty One Lac S. y One Thousand Chill Hundred Six only) as allotment money which has to be deposited within 63 days from the date of issue of this letter. Defaile apparent of the plance premium instalments are given below-

Balance 90% prem Head	Due date	Premium	Interest	<u>Iotal y ivable</u> <u>instaln ent</u>	<u>Balance</u> <u>premium</u>
instalment No 1			u 177373994	1781 73994	29/29/90/4
Instalment No 2	20 04 2011	<u>.</u>	113173994	975 T3924	2.4 Tr (4.4 cm)
Instalment No 3	23 10 2011	. 0	1373994	1750,73934	287, 1265-0
Instalment No.4	23.04.2012		0.73954	178-73994	26.00 120.504
Instalment No 5	23 10 2012	185806244	11.5073994	384 80200	2.19
Instalment No.6	23.04.2013	185806244	197225620	353 (31864)	26012014, 3
Instalment No 7	23.10.2013	185806244	189077245	341383489	241548 110
Instalment No 8	23 04 2014	165600244	1.4.638630	330.135114	2729074825
Instalment No 9	23 10 2014	185806244	80406	319580740	2043798014
Instalment No.10	23/04/2015	185806244	100632101	308 138365	the burgar
Instalment No.11	23 10 2015	185806244	1 1453746	ୁ ଅନ୍ୟୁଷ୍ଟ ଅନ୍ୟୁଷ୍ଟ	4.70
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Instalment No. 13	23 10 2016	185806244	60186097	274990241	1300047730
instalment No.14	23 04 2017	185806244	73038622	263845366	11 td (3) dea.
Instalment No 15	23 10 2017	185806244	65890248	2526 <del>9</del> 8492	0244731000
Instalment No 16	23 04.2018	185806244	1.5741873	241548117	W33245 U
Instalment No. 17	23 10 2018	165805244	44593400	230399743	557419752
instalment No.18	23 04 2019	185306244	33446124	219251765	47.77 <b>1,4</b> 5.3
Instalment No. 19	25 6 2019	165806244	7298749	208102993	184906244
nstainte it Ne 70	T ga bk 2020.	185806244	1. F. O P.	196914/00	

The amount can be deposited through Demand Draft / Pay Order in favour of 'Greater Noida Industrial Development Authority' payable at New Dellar 10, page Greater Noida directly to any of the following have branches under sit to associate

- (1) Bank of Baroda, Commercial Complex Sec of Gan made Greater 1998
- (2) Union Benk of India Sector 62, NOIL A
- (3) HDFC Bent, Althis Commercial Belt Creater Noida

The terms are considered of the Residential Township Scheme. Scheme Code RTS-01/2010 - (b) I shall form part of this allotment letter and shall be binding on the allottee.

Yours falthfully

्Ravinora Singi **General Manager (Propert**) - Buldersí

Copy to

- 1. General Manager (Finance) (LV5:
- 2 General Manager (Planning)

General Manager (Propert) - 8undars



LARS AND THE CONTRACTOR

Date: 12 Oct 2011

ľo,

M/s Aastha Infracity Ltd. Regd. Off D-185, Second Floor Ashok Vihar Ph-1 New Delhi 110052

Sub:- Allotment Letter for 03/GH-04.Sector 04.GNIDA.

The GNIDA invited bids for its scheme Code RTS-01/2010-(1) for various plots including Plot No. GH-04, Sector 4, Greater Noida District Gautam Budh Nagar (U.P.) for development of Large Group Housing / Residential plot. We (M/s Aims Golf Town Developers Pvt.Ltd.) were successful bidders for Plot No. GH 04. Sector-4, Greater Noida. District Gautam Bodh Nagar (U.P.) admeasuring 414353.00 Sqm. Out of 414353.00 Sqm. land of 176090.13 was made available as per lease plan to M/s Aims Golf Town Developers Pvt. Ltd. as per Letter No. Builders/2010/1489 dt. 23<sup>rd</sup> April 2010. Agreement to lease for 170090.13Sqm was entered on 10th day of December 2010 by Greater Noida Industrial Development Authority with company and registered vide Document no.24525 in Book No.1, Jild No. 7662, pages Nos. Ito 616 on 10.12.2010 in the office of Sub Registrar, Gautam Budh Nagar (U.P.).

- Our layout plan of plot has been sanctioned vide sanction letter no.PLG/(BP) BP-2587/ GH · OP \ dt. 13th April 2011. By virtue of this we have the option to allot / sublease the land into suitable smaller plots not less than 20,000 Sqm as per planning norms of GNIDA on certain terms and conditions.
- Accordingly, we have allotted Plot no. 3 admeasuring 20,000 Sqm. to M/s Aastha Infracity Etd. Regd. Off D-185, Second Floor Ashok Vihar Ph-1 New Delhi 110052 in our Group Housing Plot No.GH-04, Sector 4 Greater Noida after depositing the 10% premium and annual lease rent till 31,03,2013 | i.e.Rs. 1,59,44,000 - (Rs. One Crore Fifty Nine Lac and Forty Thousands only) and balance 90% premium have to pay to the lessor / Authority (GNIDA) as per the payment plan of GNIDA.

# Aims Golf Town Developers Pvt. Ltd.

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a-34 (1.05) km Section Norda (Bright) to Tal.(0126-4217)01-02/63 009

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Email: contact@aimsgroup in Website: www.almsgroup.ir



The Said firm will be Sub-lessee of GNIDA, and being sub-lessee of GNIDA, they have to follow and fully implement the group housing project on this allotted i sub-leased plot no. 3 of GH-04. Sector 4 Greater Noida admeasuring 20,000 Sqm. Any default on the part of sub-lessee to fully implement the terms and conditions of sub-lesse deed or scheme shall not be automatically considered as default on the part of Aims Golf Town Developers Pvt. Ltd. The GNIDA shall be entitled to take any action against the sub-lessee as has been mentioned in the scheme brochure and sub-lease deed.

MANAGER BOOK OF THE STATE OF A COMMENT OF THE STATE OF TH

5. The terms and conditions of scheme brochure of Large Group Housing / Builders Residential plot in scheme Code RTS-01/2010-(1) shall be binding on the sublessee.

For Aims Golf Town Developers Pvt. Ltd.

(Authorised Signatory)

## Aims Golf Town Developers Pvt. Ltd.

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Corp Office: A.34 (298) (a.) (Serber 2, Novba (36 c) 1780 ( Yel = 0122-42 (7301 (32.03-004

Regid Office (Rath 11.11) Absolutionabler 1.3. Bhoap Cool & Prace, NO.66 Yell, 121-5600975344-55 Fax 56099301

ে এলালার । তেওঁ বাল্লু ১৯৪৮এ শীর্ষের হৈ তথ্য প্রতিষ্ঠান হৈ এই ৪.৯৯ কর্মিক ক্রিক ১৯৪ জিলা ত্রাকারত হত্য স্করিক জিল

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Email: contact@aimsgroup.in Website: www.almsgroup -