

भारतीय गैर न्यायिक

पचास
रुपये

भारत

FIFTY
RUPEES

Rs. 50



उत्तर प्रदेश UTTAR PRADESH

P 736942

Stamp Duty Paid in Cash Certificate in favour of

in pursuance of the Stamp Duty Collector
No. 10000 Dated 29/7/10 Passed under
section 11-A of the Stamp Act. It is certified that
an amount of Rs. 4,00,000/- has been paid
in words Rs. Four Lacs only
has been paid in cash as stamp duty in respect
of this instrument to the State Bank of India
Treasury
by Challan No. 02 Dated 23/7/10
a Copy of which is annexed herewith.

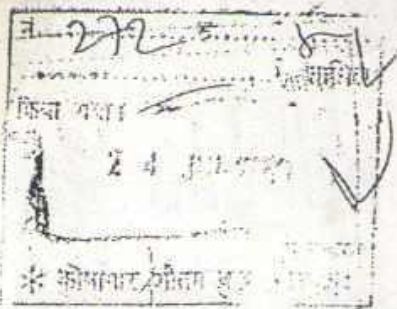
Ms Galaxy International Realtech
Pvt Ltd. D-255 Vivek Vihar Delhi -x-
Rs. One Lacs forty Lacs only -x-

Date: _____
Officer-in-Charge
Treasury
Gautam Budh Nagar

For Gaursons Hi-Tech Infrastructure (P) Ltd.
Authorized Signatory

For GALAXY INTERNATIONAL REALTECH PVT. LTD.
Director

अधिकांश न्यायिक विकास प्राधिकरण
Aadhana



M/s Galaxy International

Realtech Pvt Ltd
Delhi

SUB LEASE DEED

MARKET VALUE 28,00,00,000.00
AREA OF PLOT 20,000 sq.mtr.

SALE CONSIDERATION 15,94,40,000/- (Fifteen crores ninety four lakh forty thousand only)

PLOT NO. : GC-03 / GAUR CITY, GH -01 Sector -04 , Greater Noida

STAMP DUTY 1,40,00,000.00

THIS SUB LEASE DEED is made at Greater Noida on this 26th day of August 2010

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) (hereinafter 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 Gaursons Hi-tech Infrastructure Pvt. Ltd. a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at 305, Arunachal Building, 19, Barakhamba Road, New Delhi-110001 through its authorised signatory / director Mr. Shailendra Raghav S/o Mr. L.S. Raghav R/o 216, Gaur Residency, Chander Nagar, Ghaziabad (U.P.) duly authorised by its Board of Directors vide Resolution dated 19.07.2010 (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 GALAXY International Realtech (P) Limited, a company incorporated under the Companies Act 1956 and having its registered office at D-255, VIVEK VIHAR, DELHI-110095 through its authorised signatory / Director Mr. Mukesh Jodhani S/o Late Shri Parmanand Jodhani, duly authorised by its Board of Directors vide Resolution dated 29.07.2010 (hereinafter 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-01, 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.

LESSOR

For Greater Noida Industrial Development Authority

A. K. Sharma

For Gaursons Hi-Tech Infrastructure (P) Ltd.
LESSEE

[Signature]
Authorised Signatory

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

[Signature]

Director

59,440,000.00

280,000,000.00

सप्त पट्टा विलेख

(90 वर्ष)

10,000.00

50

10,050.00

2,500

प्रतिफल	मालियत	आगत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	अन्त लगवण
श्री / श्रीमती	प्रे०नौ०औ०वि०पा०द्वारा अराधना 'प्र०स०'					

श्री / श्रीमती. प्रे० न० ०८० वि० प्र० द्वारा अराधना 'प्र० स०'
पत्र ' / प्र० श्री

पुत्र / पत्नी श्री


पंशा नौकरी

निवासी स्थायी

अभ्यास पत्र

ने यह लेखपत्र इस कार्यालय दिनांक 26/8/2010 समय 2:53PM
वने निवेदन हेतु पेश किया।

वर्ग निवन्धन हेतु पेश किया।


 (आर. जे. 182)
 उप निबंधक गौमुखागर
 रावर

रुद्धर

26/8/2010

मिपावन नेत्रपत्र याद मुने व गमश्चै मज्जुन व पाप्म धनादि न प्रत्येयान्गा उक्त
पददा दाता

पुष्प-दान

श्री/श्रीमती ॐ०नौ०औ०वि०पा०द्वारा अंराधना
"प०क०"

‘पठिसु’

पुत्र/पत्नी श्री

पेशा नौजवरी

निवासी

पट्टा गृहीता

श्री/श्रीमती मे० गैलेजी इन्टरनेशनल रियलटेक

प्रा० लि० द्वारा मुकेश जोषानी

पुत्र/पत्नी श्री स्व० परमानन्द जोधानी

पेंशा व्यापार

निवासी डी-255 विवेक विहार दिल्ली

श्री/श्रीमती मै० गौडसंस हाई टेक

इन्फा०प्रा०लि०द्वारा शैलेन्द्र राघव

पुत्र/पत्नी श्री एल०एस०सर्व

पेशा नौकरी

निगासी 305 अरुणाचल बिल्डिंग 19 बाराखम्बा
रोड नई दिल्ली

ਰੋਡ ਨਵੀਂ ਟਿੱਕੀ

Director

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री मनीष खत्री

पुत्र श्री स्व0वी0एस0खत्री

पेशा व्यापार

नियोगी वी-59 सूर्या नगर गा0बाद

व श्री राजेश कुमार जोषानी

पुत्र श्री स्व0पी0एन0जोषानी

पेशा व्यापार

निवासी डी-255 विवेक विहार दिल्ली

ने की।

प्रत्यक्ष: भर साक्षियों के निशान अंगुठे निचानुगम लिखे गये हैं।



Relu

(*अर.जी.सि.*)
उप निबन्धक गौ0बुद्धनगर

सदर
26/8/2010

GAJAXY INTERNATIONAL RESEARCH

culverts, water-supply, electricity distribution/ transmission, street lighting etc.

- As per approved Layout Plan / Master Plan the Residential Township plot, Lessee has further allotted Group Housing Plot No.GC-03 Sector 04, Area 20,000 square metres in the Project namely GAUR CITY, being developed by the Lessee to M/s Galaxy International Realtech Pvt.Ltd. (Sub Lessee) a company incorporated under the companies act 1956 having its registered office at, sub lease which is being executed through the Sub-Lessee.

A. MODE OF PAYMENT AND PAYMENT PLAN

- 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.
- The Sub-Lessee have paid 10% premium and one year lease rent (till 4.5.2011) directly to the Lessee. 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.
- 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.
- 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.
- 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.

LESSOR

पदम नारायण अशोकलाल विहारी शर्मा

A

(सहचर) (अभिज्ञ)

For Gaursons Hi-Tech Infrastructure (P) Ltd.
LESSEE

Authorised Signatory

SUB-LESSEE

GALAXY INTERNATIONAL REALTECH PVT. LTD.

Director

Director

Registration No 20537

पट्टा दाता

Year : 2010

Book No.

0101 ग्रेड 0 नौ 0 अंतिम 0 प्रा 0 द्वारा असाधना 'प्र 0 स 0'

गौरी



0102 40 गोडसंस हाई टेक इन्फो 0 प्रा 0 लि 0 द्वारा रीलेन्द्र राणा

गौरी

305 अरुणाचल बिल्डिंग 19 बाराखम्बा रोड नई दिल्ली

गौरी



पुलिस स्टेशन नं. 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

8. The total consideration of the plot is Rs.15,94,40,000 (Rupees Fifteen crores ninety four lakh 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:-

Head	Due date	Premium	Interest	Total amount of payable instalment	balance premium
Instalment No.1	19.09.2010	-	8,609,760.00	8,609,760.00	143,496,000.00
Instalment No.2	19.03.2011	-	8,609,760.00	8,609,760.00	143,496,000.00
Instalment No.3	19.09.2011	-	8,609,760.00	8,609,760.00	143,496,000.00
Instalment No.4	19.03.2012	-	8,609,760.00	8,609,760.00	143,496,000.00
Instalment No.5	19.09.2012	8,968,500.00	8,609,760.00	17,578,260.00	134,527,500.00
Instalment No.6	19.03.2013	8,968,500.00	8,071,650.00	17,040,150.00	125,559,000.00
Instalment No.7	19.09.2013	8,968,500.00	7,533,540.00	16,502,040.00	116,590,500.00
Instalment No.8	19.03.2014	8,968,500.00	6,995,430.00	15,963,930.00	107,622,000.00
Instalment No.9	19.09.2014	8,968,500.00	6,457,320.00	15,425,820.00	98,653,500.00
Instalment No.10	19.03.2015	8,968,500.00	5,919,210.00	14,887,710.00	89,685,000.00
Instalment No.11	19.09.2015	8,968,500.00	5,381,100.00	14,349,600.00	80,716,500.00
Instalment No.12	19.03.2016	8,968,500.00	4,842,990.00	13,811,490.00	71,748,000.00
Instalment No.13	19.09.2016	8,968,500.00	4,304,880.00	13,273,380.00	62,779,500.00
Instalment No.14	19.03.2017	8,968,500.00	3,766,770.00	12,735,270.00	53,811,000.00
Instalment No.15	19.09.2017	8,968,500.00	3,228,660.00	12,197,160.00	44,842,500.00
Instalment No.16	19.03.2018	8,968,500.00	2,690,550.00	11,659,050.00	35,874,000.00
Instalment No.17	19.09.2018	8,968,500.00	2,152,440.00	11,120,940.00	26,905,500.00
Instalment No.18	19.03.2019	8,968,500.00	1,614,330.00	10,582,830.00	17,937,000.00
Instalment No.19	19.09.2019	8,968,500.00	1,076,220.00	10,044,720.00	8,968,500.00
Instalment No.20	19.03.2020	8,968,500.00	538,110.00	9,506,610.00	

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.

LESSOR
For Gaursons Hi-Tech Infrastructure (P) Ltd.

LESSEE
For GALAXY INTERNATIONAL REALTECH PVT. LTD.

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Authorised Signatory

Director

पट्टा गृहीता

Registration No. 20537

Year: 2010

Book No. 1

0201 मोगलेपसी इन्टरनेशनल रियलटेक प्रा0लि0द्वारा मुकेश जोषानी

स्व0 परमानन्द जोषानी

डी-255 विवेक विहार दिल्ली

व्यापार



41 000000 000000

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. 05.05.2010.

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 one year lease rent @ 1% of total premium has directly paid to the Lessee. The lease rent will be payable by the Sub-lessee to the Lessor @ 1.00 % of premium i.e. Rs.15,94,40,000 (Rupees Fifteen crores ninety four lakh forty thousand 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

LESSOR

For Gaursons Hi-Tech Infrastructure (P) Ltd.

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Authorised Signatory

Director

1. 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 responsible 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:

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

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

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

LESSOR

For Gaursons Hi-Tech Infrastructure (P) Ltd.

For Gaursons Hi-Tech Infrastructure (P) Ltd.

LESSEE

Authorised Signatory

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Director

date of execution of the lease deed dated 5th 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.
5. In case the Sub-lessee does not construct building within the time provided including extension granted, if any, the sub-lease 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 upto date 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.

LESSOR

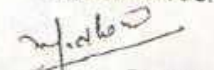
For Gaursons Hi-Tech Infrastructure (P) Ltd.

LESSOR


Authorized Signatory

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.


Director

Provided that in the event of sale or foreclosure of the said property the Authority shall be entitled to claim and recover such amount 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 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.

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 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.

LESSOR

एन. सी. एस. इन्फ्रास्ट्रक्चर लिमिटेड

LESSEE
For Gaursons Hi-Tech Infrastructure (P) Ltd.

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Authorised Signatory

Director

Provided that in the event of sale or foreclosure of the said mortgaged 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.

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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 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.

LESSOR

०२२ नोवम्बर २०१६ दिनांक विद्यमान प्रमाणिका

For Gaursons Hi-Tech Infrastructure (P) Ltd.

LESSEE

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Authorised Signatory

Director

Provided that in the event of sale or foreclosure of the said mortgaged property the Authority shall be entitled to claim and recover such interest 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 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.

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 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.

LESSOR

एन. सी. एस. इन्फ्रास्ट्रक्चर प्राइवेट लि.

LESSEE
For Gaursons Hi-Tech Infrastructure (P) Ltd.

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Authorised Signatory

Director

L. MAINTENANCE

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

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

LESSOR

For Gaursons Hi-Tech Infrastructure (P) Ltd.

Authorised Signatory

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Director

possession of the plot will be resumed by the LESSOR with structure thereon, if any, and the sub-lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be given in this regard.

5. If the Sub-lease deed is cancelled on the ground mentioned in para 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

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/sub-lessee and for the sub-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/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.

LESSOR

For Gaursons Hi-Tech Structure (P) Ltd.

For Gaursons Hi-Tech Structure (P) Ltd.

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Authorised Signatory

Director





For GALAXY INTERNATIONAL REALTECH PVT. LTD.

sup. d. h. a. d.

Director

14. The sub-lessee shall not be allowed to assign or change the use otherwise the sub-lease deed shall be cancelled and entire money shall be forfeited.
15. The LESSOR in larger public interest may take over the 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.GC-03 Pocket GAUR CITY, Sector-04, Greater Noida measuring 20,000 sq.m. in the Distt. Gautam Budh Nagar (U.P) alongwith undivided, impartibly, unidentifed lease hold rights in the portion of the said plot as per the enclosed plan and bounded as follows:-

East:
West:
South:
North:

As per Plan Attached

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

In presence of
Witnesses

1. Mamta Khatri
Mamta Khatri
710 Late Sri B.S. Khatri
B-59, Gaursons Nagar, Gurgaon.
2. Rajesh Kumar Johari
Rajesh Kumar Johari
810 Late Sri P.N. Johari
40 D-25, Vardh Vihar,
Delhi-95.
3. Devi-95

Signed for and on behalf of LESSOR

For Gaursons Hi-Tech Infrastructure (P) Ltd.

Signed for and on behalf of LESSOR

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Signed for and on behalf of SUB - LESSEE

Director

LESSOR

For Gaursons Hi-Tech Infrastructure (P) Ltd.


For Gaursons Hi-Tech Infrastructure (P) Ltd.

SUB-LESSEE

For GALAXY INTERNATIONAL REALTECH PVT. LTD.

Director

आज दिनांक 26/08/2010 को
वही सं 1 जिल्द सं 7303
पृष्ठ सं 99 से 124 पर क्रमांक 20537
रजिस्ट्रारकृत किया गया ।


(आर जी सिंह)
उप निगन्धके गो0बुद्धनगर
सदर *
26/8/2010