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(3)

उत्तर प्रदेश UTTAR PRADESH

(02)

20AA 230499

Stamp Duty Paid in Cash Certificate in favour of M/S MAXBLIS CONSTRUCTION PVT. LTD. No. C-67 IV Floor. opp. mother Dairy. Pandav Nagar Complex Ganesh Nagar. Delhi.
In Pursuance of the order of the Collector No. 20/2/13 Passed under section 10-A of the Stamp Act. It is certified that an amount of Rs. 55500000=00 Rs. five crore fifty five thousand only
(In words Rs.
has been Paid in Cash as stamp Duty in Respect of this instrument in the State Bank of India Treasury/Sub Treasury of NOIDA
by Challan No. 5090011 Dated 01/03/13
a Copy of Which is annexed herewith.

02/3/2013
Date

Officer-In-Charge
Treasury
Gautam Budh Nagar
02/03/13

This stamp paper is attached for Sub Lease Deed in favour of M/S MAXBLIS CONSTRUCTION PVT. LTD. for the Group Housing Plot No. GH-17, Sector – 75, admeasuring area 20,000 sq. mtr. situated at Sector-75 Eco City, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh

For MAXBLIS CONSTRUCTION PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

LESSEE Authorized Signatory

SUB-LESSEE Director

AREA OF PLOT 20,000 sq.mtr.

SALE CONSIDERATION- **Rs. 31,52,40,000.00**
PLOT NO.: GH-12A,ECO CITY, Sector-75, Noida

STAMP DUTY Rs. 5,55,00,000/-

आनन्द कुमार
कार्यालय अधीक्षक
नौएडा

SUB-LEASE DEED

THIS SUB LEASE DEED is made on the **20th day of MARCH**, in the year **2013** (Two Thousand Thirteen).

BETWEEN

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

AND

M/s AIMS MAX GARDENIA DEVELOPERS PRIVATE LIMITED, a company duly incorporated under the Indian Companies Act,1956 and having its corporate office at **C-56/5, SECTOR-62, NOIDA-201301** through its authorized signatory/director **Mr SANJAY KUMAR SHARMA S/O LATE SH. S.N. SHARMA R/O C-92, NIRMAL NIWAS, OPP. MOTHER DAIRY, PANDAV NAGAR COMPLEX, GANESH NAGAR, DELHI-110092** - ,duly authorized by its Board of Directors vide Resolution dated- **29.08.2012** (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 MAXBLIS CONSTRUCTION PVT. LTD., a company incorporated under the Companies Act 1956 and having its registered office, at **C-67, 1ST FLOOR, OPP. MOTHER DAIRY, PANDAV NAGAR COMPLEX, GANESH NAGAR, DELHI-110092** through its authorized signatory/ Director **Mr. AJAY KUMAR S/O SH. N.K. SHARMA R/o E-47, SECTOR-40, NOIDA-201301** - duly authorized by its Board of Directors vide Resolution dated-**29.08.2012** (hereinafter to as SUB-LESSEE) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the THIRD PART

For MAXBLIS CONSTRUCTION PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.

Director

LESSOR

LESSEE

Authorized Signatory

SUB-LESSEE

(आनन्द कुमार)
कार्यालय अधीक्षक
नौएडा

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

B) The Lessee herein was the successful bidder for ECO CITY, Sector-75, Noida, district Gautam Budh Nagar, Uttar Pradesh admeasuring approximately 6,00000.sqm.

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

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

NOW THIS SUB LEASE DEED WITNESSETH AS FOLLOWS:

- The lease deed and bid document further provides that the Lessee will have to construct on its own minimum of 30 percent of the total permissible FAR in the 'residential',' institutional & facilities' and 'commercial' area.
- The Lessee have the option to sub-lease a maximum 70, percent of the total land earmarked for 'residential', institutional, facilities' and 'commercial' area.
- After the approval of the lay-out plan from the Lessor, the Lessee is transferring lease hold rights to Sub-Lessee through this sub lease deed as internal development work such as internal-roads, sewerage, drainage, culverts, water-supply. Electricity distribution/ transmission lines, street lighting, etc. in that area is in progress.
- The Lessee is executing tripartite sub lease deed in favour of Sub-Lessee.
- 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 sub-lease in the manner, mentioned in the schedule of payment in this sub lease deed.

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

LESSEE
Authorized Signatory

For MAXBUG CONSTRUCTION PVT. LTD.

SUB-LESSEE

Directo

applicable on the Lessee/Sub-Lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, of the Lessor in this regard shall be final.

18. All other remaining terms and conditions of the brochure/Lease Deed mentioned above shall be part of this Sub-Lease Deed.

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

Witnesses:

1. A Rundanathan S/o Nandeera Pal
C-461 Alpha-I Gr. Noida

Signed and delivered
for and on behalf of LESSOR

(आनन्द कुमार)
कार्यालय अधिक
नौएडा

For Aims Max Gardenia Developers Pvt. Ltd.

Authorized Signatory

For and on behalf of the LESSEE

2. M. Shukla
Madanangani Shukla
S/o Dr. R.N. Shukla
C-4/235, Sec-06,
Rohini, Delhi-85

For MAXBLIS CONSTRUCTION PVT. LTD.

Director

For and on behalf of the SUB LESSEE

For MAXBLIS CONSTRUCTION PVT. LTD.

Director

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR
(आनन्द कुमार)
कार्यालय अधिक
नौएडा

LESSEE
Authorized Signatory

SUB-LESSEE

8. The Lease Deed/Sub-Lease deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this Act.

9. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.

10. The lessee/ sub-lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time 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 Allottee/ Lessee/ sub-lessee will not be paid any compensation thereo

12. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.

13. All arrears of the Lessor would be recoverable as arrears of land revenue.

14. The Lessee/Sub-lessee shall not be allowed to assign or change his role, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.

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

16. The Lessee/Sub-lessee shall execute an Indemnity bond, indemnifying the Lessor unequivocally against any consequences of a situation where the Lessor is not able to give possession of the acquired land and/or of the unacquired land. In such a situation the liability of the Lessor shall be limited to refund, without interest, to the lessee/sub-lessee, the deposit, if any, made by the lessee/sub-lessee against that portion of the land of which possession could not be delivered to the lessee/sub-lessee by the Lessor.

17. The Lessee/Sub-Lessee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly the Chief Executive Officer or any officer authorized, by Chief Executive Officer of the Lessor will have the power to get the maintenance done through the Lessor and recover the amount so spent from the Lessee/Sub-Lessee. The Lessee/Sub-Lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulations of U.P. Ownership Of Flats Act. 1975/The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be

For Aims Max Gardenia Developers Pvt. Ltd.

For MAXBUS CONSTRUCTION PVT. LTD.

LESSOR

LESSEE

Authorized Signatory

SUB-LESSEE

Director

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

P. OTHER CLAUSES

1. The allotment of land by Lessor shall be on lease basis, however, in future the terms and conditions of the lease shall be abide by the Lessee/Sub lessee as specified by Lessor.

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

3. The Lessor reserves the right to make such additions/ alternations or modifications in the terms and conditions of allotment/ lease deed/ sub lease deed from time to time, as may be considered just and expedient.

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 Lessor's control, the Lessor is unable to make allotment, deliver possession of the whole or part of the land to the allottee or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, within 3 years from the date of issuance of acceptance letter on receipt of the request of the allottee, the deposit, if any, made by the allottee against that portion of the land of which possession could not be delivered by the Lessor to the Lessee/Sub-lessee, will be refunded to the allottee without interest.

6. If the Lessee/Sub-lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee/Sub-lessee to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee/Sub-lessee during the period of submission of nuisance.

7. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.

For MAXBLIS CONSTRUCTION PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.

Director

LESSOR

LESSEE
Authorized Signatory

SUB-LESSEE

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 Lessee/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 lessee/sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Lessor will have the power to get the maintenance done through any other Authority and recover the amount so spent from the lessee. The lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the lessee. No objection to the amount spent for maintenance of the building by the lessor shall be entertained and decision of the Lessor in this regard shall be final.

O. CANCELLATION OF LEASE DEED/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 lease/sub-lease allotment in the case of:

1. Allotment/lease being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.

2. Any violation of directions issued or rules and regulation framed by any Lessor or by any other statutory body.

3. Default on the part of the applicant/ allottee for breach/ violation of terms and conditions of registration/ allotment/ lease and/ or non-deposit of allotment amount.

4. If at the same time of cancellation, the plot is occupied by the Lessee/Sub-lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.

For Aims Max Gardenia Developers Pvt. Ltd. For MAXBLIS CONSTRUCTION PVT. LTD.

LESSOR LESSEE Authorized Signatory SUB-LESSEE Director

K. MISUSE, ADDITIONS, ALTERATIONS ETC.

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

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

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

L. LIABILITY TO PAY TAXES

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

M. OVERRIDING POWER OVER DORMANT PROPERTIES

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

N. MAINTENANCE

1. The Lessee/Sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The Lessee/Sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept.

For Aims Max Gardenia Developers Pvt. Ltd.

For MAXBLIS CONSTRUCTION PVT. LTD.

LESSOR

LESSEE
Authorized Signatory

SUB-LESSEE Director

I. MORTGAGE

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

The allottee will submit the following documents:

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

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

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

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

J. TRANSFER OF PLOTS/FLATS

1) The sub-lessee shall have the right to sub-lease the developed built up space as per the layout and building plans/completion plan approved by the Lessor at its own cost on the standard lease agreements approved by the Lessor on the terms and conditions prevailing at that time.

2) No transfer charges shall be applicable in case of first sub-lease of the developed plot(s) and/ or built up space including the built up space on the sub divided plot(s) as described above, within two years after the date of completion. However, for subsequent sales, the transfer charges as prevalent at the time of transfer, or as may be decided by the Lessor, shall be payable.

For MAXBLIS CONSTRUCTION PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.

Director

LESSOR LESSEE Authorized Signatory SUB-LESSEE

4. Without prejudice to the Lessor right of cancellation, the extension of time for the completion of the Project, can be extended for a maximum period of another three years only with penalty as under:

   - For first year the penalty shall be 4% of the total premium.
   - For second year the penalty shall be 5% of the total premium.
   - For third year the penalty shall be 6% of the total premium.

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

5. In case the lessee/ sub-lessee does not construct building within the time provided including extension granted, if any, the allotment/ lease/ sub-lease deed as the case may be, shall be liable to be cancelled. Lessee/ sub-lessee shall lose all rights to the allotted land and buildings appurtenant thereto.

6. There shall be total liberty at the part of sub lessee to decide the size of the built up space within the frame work of NOIDA Building Bye-laws.

7. The allottee/ lessee/ sub-lessee may implement the project in maximum seven phases and the occupancy certificate/ completion certificate shall be issued by the Lessor phase wise accordingly, enabling them to do phase-wise marketing.

H. NORMS OF DEVELOPMENT

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

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

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

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

For MAXBLIS CONSTRUCTION PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.

Director

LESSOR

LESSEE Authorised Signatory

SUB-LESSEE

cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of this Brochure/Lease Deed.

F. INDEMNITY

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

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

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

G. IMPLEMENTATION OF PROJECT

1. The lessee is required to submit building plan together with the detailed lay-out plan showing the phases for execution of the project for approval within 9 months from the date of possession and shall start land development, and internal development within 18 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The land development and internal developments have to be completed by the allottee within 5 years from the date of possession to the satisfaction of the Lessor.
2. The Lessee/ sub-lessee shall commence the construction of the F.A.R. within 18 months from the date of possession and shall be required to complete the construction of area provided to the lessee/ sub-lessee as per approved layout plan and get the occupancy certificate issued from Building Cell Department of the Lessor in maximum 7 phases within a period of 10 years from the date of execution of lease deed **i.e 17.06.2010**. The lessee/ sub-lessee shall be required to complete the construction of minimum 15 per cent of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/ completion certificate of the first phase accordingly issued from the building cell of the Lessor within a period of 5 years from the date of execution of the lease deed.
3. All the peripheral/ external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.

For Gardenia Developers Pvt. Ltd. For MAXBUS CONSTRUCTION PVT. LTD.

LESSOR LESSEE Authorized Signatory SUB-LESSEE Director

D. POSSESSION

1. The lessee shall prepare the detailed lay-out plan for the entire land for approval of the Lessor. The Lessee has already handed over the peaceful physical possession of the Sub Divided Plot No.GH-17,ECO CITY, SECTOR-75, NOIDA admeasuring 20,000 sq. mtrs. to the Sub Lesee. However, a formal possession certificate and the Site Plan of the land being sub leased shall be issued by the concerned Work Circle of the Lessor.

2. Internal development of the sector shall be the full-responsibility of the Lessee and it shall be carried out as per the lay-out plan approved by the Lessor.

E. EXECUTION OF SUB- LEASE DEED BY THE LESSEE

1. The Lessee/Sub-Lessee will have to construct on its own minimum of 30 per cent of the total permissible FAR in the 'residential', 'institutional & facilities' and 'commercial' area.

2. The Lessee shall have option to sub-lease a maximum 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.

3. After the approval of the lay-out plan from the Lessor, the lessee shall have option to sub lease portions of land earmarked for group housing, commercial, and institutional subject to minimum plot size of 20,000 Sqm. after prior approval from the Lessor.

4. The Lessee shall sub-lease an area only once the internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street-lighting, etc. in that area is in progress.

5. The Lessee shall have to execute sub lease deed in favour of Sub Lessee in the form and format as prescribed by the Lessor.

6. 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.

Any default on the part of such sub-lessee to fully implement the terms and conditions of the lease deed or scheme shall be automatically considered as default of the Lessee. The Lessor shall be entitled to take any action against the lessee/ sub-lessee as has been mentioned in the scheme brochure including

For Aims Max Gardenia Developers Pvt. Ltd.

For MAXBLIS CONSTRUCTION PVT. LTD.

LESSOR

LESSEE
Authorized Signatory

SUB-LESSEE Director

grant a maximum of 30 days extension to deposit the reservation money/allotment money, subject to the payment of interest @ 14% (11% normal interest + 3% penal interest) per annum on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.

2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the Lessor.

3. However, in such cases of time extension, interest @ 14% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.

4. Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.

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

C. LEASE RENT

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

(i) The lease rent will be 1% of the plot premium for the first 10 years of lease period.

(ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.

(iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.

(iv) Delay in payment of the advance lease rent will be subject to interest @14% per annum compounded half yearly on the defaulted amount for the defaulted period.

(v) The Lessee/Sub Lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the plot per year as "One Time Lease Rent" unless the 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.

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.

For MAXBLIS CONSTRUCTION PVT. LTD.

For Aims Max Gardenia Developers Pvt. Ltd.

Director

LESSOR

LESSEE
Authorized Signatory

SUB-LESSEE

The Sub Lessee is also required to pay lease rent as per clause-C-LEASE RENT of this deed.

3. In case of default in depositing the installments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

4. All payments should be remitted by due date. In case the due dated is a bank holiday then the Sub-Lessee should ensure remittance on the previous working day.

5. In case of default, this sub-lease deed shall be cancelled without any further notice and the amount deposited by the sub-lessee to lessee shall be forfeited by Lessor.

6. The payment made by the sub-lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the interest due and the lease rent payable.

7. The Lease rent prevalent at the time of execution of lease deed shall be payable.

8. **The total consideration of the plot is Rs. 31,52,40,000/- (Rupees Thirty One Crore Fifty Two Lacs & Forty Thousand only) i.e. @ Rs.15762/- per square meter.**

9. The sub-lessee shall have to pay balance **Rs.24,48,55,314.00 (Balance Premium Rs.23,20,90,344.00 + Interest Rs.1,27,64,970.00) (Rs.Twenty Four Crore Forty Eight Lac Fifty Five Thousand Three Hundred Fortsen only)** of the premium of the plot/sub-leased directly to the Lessor in the following manner failing the sub lease shall automatically stand. determined/cancelled for which the sub lessee has already given an undertaking dated **07.03.2013** :-

SL NO	DUE DATE	INSTALMENT (in Rs.)	INTEREST (in Rs.)	TOTAL (in Rs.)
1	on or before 10.09.2013	Rs.23,20,90,344.00	Rs.1,27,64,970.00	Rs.24,48,55,314.00

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

B. EXTENSION OF TIME

1. Normally extension for depositing the reservation money and allotment money shall not be allowed. However, on receipt of request from the Lessee/Sub Lessee in writing and on being satisfied with the reasons mentioned, the NOIDA may

For Aims Max Gardenia Developers Pvt. Ltd. For MAXBLIS CONSTRUCTION PVT. LTD.

LESSOR LESSEE SUB-LESSEE

Authorised Signatory Director

- The sub-lessee shall have to follow and fully implement the group housing project on this allotted/sub-leased plot no.GH-17 of ECO CITY, Sector-75, Noida admeasuring 20,000 s.q.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 condition of the lease deed or scheme shall be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of the Brochure/bid document/lease deed.

- The layout plan of Developers/Lessee has been approved vide lessor's **letter No. नौएडा/मु0वा0नि0/2012/547 dated 29.08.2012.** The Lessee has started internal development work such as internal roads, sewerage, drainage culverts, water-supply and electricity distribution transmission lines. Street lighting etc. --

- As per approved Layout plan/master plan the Residential Township plot Lessee has further allotted Group Housing Plot No.-**GH-17,ECO CITY, Sector-75, Noida** Area 20,000 square meters in the project namely- **ECO CITY** being developed by the Lessee to **M/S MAXBLIS CONSTRUCTION PVT. LTD. (Sub-Lessee)** a company incorporated under the companies act 1956, having its registered office at **C-67, 1ST FLOOR, OPP. MOTHER DAIRY, PANDAV NAGAR COMPLEX, GANESH NAGAR, DELHI-110092** sub lease which is being executed though this Sub-Lease Deed.

- The Lessor has approved the sub division of group housing plot No.GH-17, ECO CITY, SECTOR-75 in favour of Lessee/Sub Lessee vide its letter No.Noida/ GH-17(ECO CITY-SEC-75)/2013/791 dated 18.03.2013 on certain terms and conditions which are binding on Lessee/Sub-Lesse for development of Residential Group Housing Pocket as per norms/building bye-laws of Lessor.

A.MODE OF PAYMENT AND PAYMENT PLAN

1. All payment should be made through demand drafts/ pay orders drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida. The Sub Lessee should clearly indicate his name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.

2. The Sub-Lessee have paid 10% premium and one year lease rent (till 2011-12) directly to the Lessee. The sub-lessee shall have to pay balance **Rs.24,48,55,314.00 (Balance Premium Rs.23,20,90,344.00 + Interest Rs.1,27,64,970.00)** of the balance premium of the total premium calculated @ Rs 15762/- per square meter within 6 months on or before **10.09.2013** along with interest 11% interest failing which the sub-lease deed executed in favour lof sub lessee shall automatically stand cancelled/ determined in accordance with the Undertaking dated 07.03.2013 given by Sub Lessee..

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LESSOR LESSEE Authorized Signatory SUB-LESSEE Director