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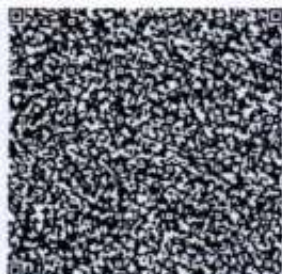
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INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP05326707748923Q
Certificate Issued Date	: 26-Nov-2018 04:15 PM
Account Reference	: SHCIL (FI)/upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0106363313719691Q
Purchased by	: PERFECT MEGASTRUCTURE PVT LTD
Description of Document	: Article 23 Conveyance
Property Description	: PLOT NO.GH-15, (ECO CITY) SECTOR-75, NOIDA
Consideration Price (Rs.)	:
First Party	: NOIDA AND AIMS MAX GARDENIA DEVELOPERS PVT LTD
Second Party	: PERFECT MEGASTRUCTURE PVT LTD
Stamp Duty Paid By	: PERFECT MEGASTRUCTURE-PVT LTD
Stamp Duty Amount(Rs.)	: 8,72,00,000 (Eight Crore Seventy Two Lakh only)



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For Aims Max Gardenia Developers Pvt. Ltd.

Authorised Signatory

FOR PERFECT MEGASTRUCTURE PVT. LTD.

Authorised Signatory

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



SUB-LEASE DEED

PRESENT MARKET VALUE : Rs. 1,74,39,96,000/-
 SALE CONSIDERATION : Rs. 1,00,00,00,000.00/-
 STAMP DUTY : Rs. 8,72,00,000/-
 Circle rate : Rs. 84,500/-
 E-stamp Certificate No. : IN-UP05326707748923Q

PLOT NO.: GH-15, ECO CITY, Sector-75, NOIDA, AREA OF PLOT 20,639 sq.mtr

THIS SUB LEASE DEED is made on the 20 day of Nov, in the year 2018 (Two Thousand Eighteen) For Aims Max Gardenia Developers Pvt. Ltd. For Perfect Megastructure Pvt. Ltd.

LESSOR

LESSEE

Authorised Signatory

Authorised Signatory
SUB-LESSEE

[Signature]

मुद्रा.....

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 Pvt. Ltd., (PAN: PAN - AAICA4047Q) a company duly incorporated under the Indian Companies Act, 1956 and having its corporate office at Sector-75, Noida through its authorized signatory/director **MR. SUNIL KUMAR (AADHAR NO. 6868 6531 3525) SON OF SHRI SATISH PRASAD SINGH R/O 69, MAUSAM VIHAR, KRISHNA NAGAR, H.O. EAST DELHI 110051** duly authorized by its Board of Directors vide Resolution dated-12.12.2016 (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 Perfect Megastructure Pvt. Ltd., (PAN: AAFCP6913M), a company incorporated under the Companies Act 1956 and having its registered office, at 505, 5th floor, Sachdeva Corporate Towers, 17, Karkardooma Community Centre, Delhi-110092 through its authorized signatory **MR. AJAY KUMAR JHA (ADHAR NO. 6991 7408 4481) S/O SH. GOPI KANT JHA R/O FLAT NO. D-131/A, HARI NAGAR EXTN. PART-2, JAIPUR, SOUTH DELHI, DELHI-110044** duly authorized by its Board of Directors vide Resolution dated 09th October 2018 (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**


LESSOR

For Aims Max Gardenia Developers Pvt. Ltd.


LESSEE Authorized Signatory


SUB-LESSEE

- 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 a registered Lease Deed on dated 17.06.2010 which was registered on 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. And Lease Deed on dated 19.12.2016 which was registered with the Sub registrar, Gautam Budh Nagar, Noida, Uttar Pradesh vide Book No.1 Jild No.8380 Page-47 To 96 document No.11232, for 35940.46 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-

LESSOR

For Aims Max Gardenia Developers Pvt. Ltd.

LESSEE
Authorised Signatory

For Perfect Megastructure Pvt. Ltd.

Authorised Signatory
SUB-LESSEE

14.1.2017

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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.
- The sub-lessee shall have to follow and fully implement the group housing project on this allotted/sub-leased plot no.GH-15 of ECO CITY, Sector-75, Noida admeasuring 20,639 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.

LESSOR

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LESSEE

For Perfect Megastructure Pvt. Ltd.

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- The layout plan of Developers/Lessee has been approved vide lessor's letter No. NOIDA/CAP/2018/1026 dated 27.03.2018. 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-15, ECO CITY, Sector-75, Noida Area 20,639 square meters in the project namely- ECO CITY being developed by the Lessee to M/s **Perfect Megastructure Pvt. Ltd.** (Sub-Lessee) a company incorporated under the companies act 1956, having its registered office at, 505, 5th floor, Sachdeva Corporate Towers, 17, Karkardooma Community Centre, Delhi-110092, sub lease which is being executed through this Sub-Lease Deed.
- The Lessor has approved the sub division of group housing plot No.GH-15, ECO CITY, SECTOR-75 in favour of Lessee/Sub Lessee vide its letter No. Noida/ GH-15 (ECO CITY-SEC-75)/2018/6057 dated 10.10.2018 on certain terms and conditions which are binding on Lessee/Sub-Lessee 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.

LESSOR

For Aims Max Gardenia Developers Pvt. Ltd.

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For Perfect Megastructure Pvt. Ltd.

SUB-LESSEE
Authorised Signatory

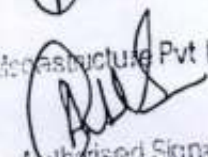
2. The Sub-Lessee have paid 25% premium Rs. 25,00,00,000/- directly to the Lessor. And Rs. 25,00,00,000/- will paid within 60 days from the execution of this Sub- Lease Deed to Lessor. The sub-lessee shall have to pay balance **Rs. 50,00,00,000.00 (Rupees Fifty Corore Only)** of the total premium failing which the sub-lease deed executed in favour of sub lessee shall automatically stand cancelled/ determined in accordance with the Undertaking dated 28-11-2018 given by 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 premium of the plot is Rs. 1,00,00,00,000/- (Rupees One Hundred Crore Only).**


 LESSOR

For Aims Max Gardenia Developers Pvt. Ltd


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For Perfect Modeststructure Pvt Ltd.


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 SUB-LESSEE



9. The sub-lessee shall have to pay balance 50% premium of the plot / sub- lease plot i.e. Rs. 50,00,00,000/- directly to the Lessor/Authority in the following manner:

SL N O	DUE DATE	Inte rest Rate	INSTALMENT (in Rs.)	INTEREST (in Rs.)	TOTAL (in Rs.)
1.	25-05-2019	11%	7,14,28,572	2,75,00,000	9,89,28,572
2.	25-11-2019	11%	7,14,28,572	2,35,71,429	9,50,00,001
3.	25-05-2020	11%	7,14,28,572	1,96,42,857	9,10,71,429
4.	25-11-2020	11%	7,14,28,572	1,57,14,286	8,71,42,858
5.	25-05-2021	11%	7,14,28,572	1,17,85,714	8,32,14,286
6.	25-11-2021	11%	7,14,28,572	78,57,143	7,92,85,715
7.	25-03-2022	11%	7,14,28,572	22,81,800	7,53,57,143

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

- 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 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.

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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 installment 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.

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For Aims Max Gardenia Developers Pvt. Ltd

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SUB-LESSEE

- 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 15 years @1% of the premium of the subdivided plot No. GH-15 area 20639 sq. mtrs 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.

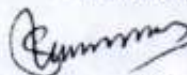
However, in case the lease rent is revised by Lessor, the lease rent prevalent on the date of execution of lease deed shall be payable.

D. POSSESSION

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

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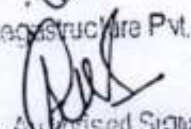
For Aims Max Gardenia Developers Pvt. Ltd.



LESSEE

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For Perfect Megastructure Pvt. Ltd.



Authorised Signatory

SUB-LESSEE

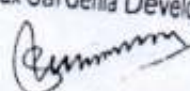
E. EXECUTION OF SUB- LEASE DEED BY THE LESSEE

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 20,639 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 cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of this Brochure/Lease Deed.


 LESSOR

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 LESSEE Authorised Signatory

For Perfect Infrastructure Pvt. Ltd.


 SUB-LESSEE

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

For Aims Max Gardenia Developers Pvt. Ltd.

LESSOR

LESSEE

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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.
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

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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.

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

LESSOR

For Aims Max Gardenia Developers Pvt Ltd
LESSEE

For Perfect Infrastructure Pvt Ltd.
SUB-LESSEE

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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.107- 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.

LESSOR

For Aims Max Gardenia Developers Pvt. Ltd.

LESSEE

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Authorised Signatory

SUB-LESSEE

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

K. MISUSE, ADDITIONS, ALTERATIONS ETC.

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

LESSOR

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LESSEE Authorised Signatory

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SUB-LESSEE

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

N. MAINTENANCE


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

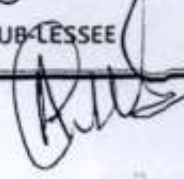

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SUB-LESSEE Authorised Signatory


SUB-LESSEE

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 therefor.

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Authorised Signatory

For Aims Max Gardenia Developers Pvt. Ltd.

For Perfect Image Pvt. Ltd.

Authorised Signatory

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.

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/Sublessee to remove the nuisance within a

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reasonable period failing which the NOIDA shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee/Sub-lessee during the period of submission of nuisance.

7. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
8. The Lease Deed/Sub-Lease deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this Act
9. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
10. The lessee/ sub-lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time 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 thereof.
12. Other buildings earmarked for community facilities cannot 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.

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SUB-LESSEE

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For Aims Max Gardenia Developers Pvt. Ltd.

For P. Ltd.

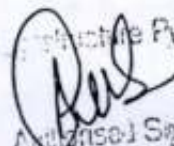
16. The Lessee/Sub-lessee shall execute an Indemnity bond, indemnifying the Lessor unequivocally against any consequences of a situation where the Lessor is not able to give possession of the acquired land and/or of the unacquired land. In such a situation the liability of the Lessor shall be limited 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 UP. 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 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. All other remaining terms and conditions of the brochure/Lease Deed shall be part of this Sub-Lease Deed.

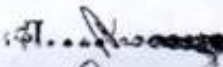


 LESSOR

For Aims Max Gardenia Developers Pvt. Ltd.






 LESSEE Authorised Signatory

For Period


 Sub-Lessee Pvt. Ltd.
 Authorised Signatory
 SUB-LESSEE

DETAILS OF PROPERTY

<p>NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, DISTRICT GAUTAM BUDH NAGAR, UTTAR PRADESH</p> <p align="right"><i>[Signature]</i></p>	
<p>M/s Aims Max Gardenia Developers Pvt. Ltd., (PAN: PAN - AAICA4047Q) a company duly incorporated under the Indian Companies Act,1956 and having its corporate office at Sector-75, Noida through its authorized signatory/director MR. SUNIL KUMAR (AADHAR NO.6868 6531 3525) SON OF SHRI SATISH PRASAD SINGH R/O 69, MAUSAM VIHAR, KRISHNA NAGAR, H.O. EAST DELHI 110051</p> <p align="right"><i>[Signature]</i></p>	
<p>M/s Perfect Megastructure Pvt. Ltd., (PAN: AAFCP6913M), a company incorporated under the Companies Act 1956 and having its registered office, at 505, 5th floor, Sachdeva Corporate Towers, 17, Karkardooma Community Centre, Delhi-110092 through its authorized signatory MR. AJAY KUMAR JHA (ADHAR NO.6991 7408 4481) S/O SH. GOPI KANT JHA R/O FLAT NO. D-131/A, HARI NAGAR, EXTN. PART 2, JAIPUR, SOUTH DELHI, DELHI-110044</p> <p align="right"><i>[Signature]</i> <i>[Signature]</i> Authorised Signatory</p>	
<p>RAKESH KUMAR S/O SH. SOUDAN SINGH R/O H.NO. 213, NEAR GORIYA MATH TEMPLE, HARJANPADA, MATHURA, U.P.-281504</p>	
<p>CHITTARANJAN MOHAPATRA S/O DINABANDHU MOHAPATRA R/O JAIPUR TIRTOL JAGATSINGHAPUR ODISHA - 754133</p> <p align="right"><i>[Signature]</i></p>	

[Signature]
[Signature]
[Signature]

Max Gardenia Developers Pvt. Ltd.

Extracts of the Minutes of the meeting held on 12.12.2016 at its Corporate office at Golf City, Sector -75, Noida (U.P.)

Resolve that Mr. Sunil Kumar, S/o Mr. Satish Prasad Singh, Residence of House No.-69, Mausam Vihar, Delhi-110051, be and is hereby authorized to sign all papers for and on behalf of the Company for lease deed, registry and any other instruments as may be required from time to time in connection

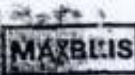
Certified to be true copy

For and on behalf of Board

AIMS MAX GARDENIA DEVELOPERS PVT. LTD.


Mr. Manoj Kumar Ray

Director



Corp. Office: Main Road, Golf City, Sector-75 Noida-201 301 (U.P.)

Phones: 0120-6590800-831, Fax: 0120-6590800

E-mail: marketing@golfcity.in, customercare@golfcity.in, finance@golfcity.in, Website: www.golfcity.in

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
MAIN ADMINISTRATIVE BUILDING,
SECTOR VI, NOIDA-201301

Registered Speed Post
No. Noida/GHP/Eco City/2018/6057
Dated: 10 October, 2018

M/s Aims Mix Gardenia Developers Pvt. Ltd.
Main Road, Golf City, Sector-75,
NOIDA.

Subject: Permission of Sub Lease Deed of Group Housing Plot No.
GH-15, Sector-75, NOIDA (Area-20639 Sq.mtrs.)

Dear Sir,

Kindly refer to your letter dated 12th September, 2018 on the subject mentioned above. In this connection, I have been directed to inform you that Authority has agreed in principle to execute sub lease deed of group housing Plot No. GH-15 (Eco City), Sector-75, Noida.

The formal permission of executor of sub lease deed referred is subject to the completion of following formalities by the lessee and proposed sub lessee:

1. That M/s Aims Mix Gardenia Developers Pvt. Ltd. Lessee of the Sector-75, NOIDA shall give an undertaking in the shape of an affidavit to the effect that all pending dues shall be cleared as per payment schedule provided by Accounts Department (Group Housing).
2. That the proposed Sub Lessee M/s Perfect Megastructure Pvt. Ltd. shall submit a demand drafts amounting Rs. 25 (20 crore (twenty five crore only), drawn in favour of "NOIDA" within 60 days from the date of execution of sub lease deed.
3. That proposed Sub Lessee M/s Perfect Megastructure Pvt. Ltd. shall also give an undertaking in shape of affidavit to the effect that all the overdue Rs. 50 (50 crore (fifty crore only) and other charges shall be cleared as per payment schedule provided by Accounts Department (Group Housing).

4. The Lessee and Sub Lessee individually & severally be responsible for clearance of payment of overdue payment and the balance payment.
5. That all other terms and conditions of Lease Deed executed in favour of Aims Max Gardenia Developers Pvt. Ltd. shall be part of the sub lease deed to be executed in favour of M/s Perfect Megastructure Pvt. Ltd.
6. That all other terms and conditions of brochure/allotment letter and lease deed(s) shall be applicable and binding on the proposed sub lessee.

Sub lease deed shall be executed after completion of above referred formalities.

Yours faithfully,



Dy. Manager (GHP)

(अशोक कुमार वर्मा)
उप प्रबंधक-गृहो

Copy to :-

1. General Manager (Civil), NOIDA along with a photocopy of the approval of the competent authority
2. General Manager (Planning/Building Cell), NOIDA along with a photocopy of the approval of the competent authority.
3. Sr. Manager, Work Circle-VI, NOIDA along with a photocopy of the approval of the competent authority and a copy of the proposed layout plan, duly divided, with the request to provide a copy of the site plan of divided plot No. GH-15 (Eco City), Sector-75.
4. Accounts Officer (Group Housing), NOIDA along with a photocopy of the approval of the competent authority for necessary action.
5. M/s Perfect Megastructure Pvt. Ltd., 502, 5th Floor, Sachdeva Corporate Towers, 17, Karkardooma Community Centre, Delhi-110092

/

Dy. Manager (GHP)

19th December, 2018

To

Central Bank of India
Indirapuram, Ghaziabad,
Uttar Pradesh

Subject: Signature and Photo verification for executing Lease/sub-lease

Dear Sir / Madam,

I am holding a saving bank account no 3245197224 in the name of Mr. Ajay Kumar Jha in your branch at Indirapuram, Ghaziabad, UP. I am holding this bank account from 2011 years.

I would request you to please attest my signature and photograph for executing a lease/sub-lease deed with the Noida registrar. My Photo and signature are as below.

Signature




20/12/2018

Thanking you

Signature
(Ajay Kumar Jha)
Mo. 8860601633

Photograph


Signature of Mr. Ajay Kumar Jha
as per Ajay Kumar Jha
responsibility that the signature appended here
is as per bank record.
For CENTRAL BANK OF INDIA
Indirapuram, Ghaziabad
20/12/2018

PERFECT MEGASTRUCTURE PRIVATE LIMITED

502, 5TH FLOOR, SACHDEVA CORPORATE TOWERS, 17, KARKARDOOMA COMMUNITY CENTRE, DELHI

110092

CIN Number: U45200DL2010PTC208279

Email: roc_compliance@ajnaara.com

EXTRACTS OF THE RESOLUTIONS PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF PERFECT MEGASTRUCTURE PRIVATE LIMITED HELD ON 9.10.2018 AT THE REGISTERED OFFICE OF THE COMPANY.

AUTHORISATION TO SIGN DOCUMENTS AND REPRESENT COMPANY.

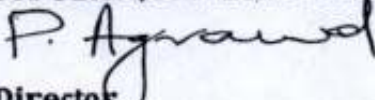
It has been informed that the Company is in process of buying/or taking on sublease a group housing Plot no. 15 admeasuring 20,639 Sq. Mtrs. Land from M/s AIMS MAX GARDENIA DEVELOPERS PVT. LTD. Having its Registered Office at Basement 69, Mausam Vihar Delhi-110051, therefore it is important to authroise some Senior official to represent the Company for finalization of such transaction and to sign all related correspondence with other party and other land Authorities as may be required and necessary later on.


"RESOLVED THAT Mr. Ajay Kumar Jha, S/o Sh. Gopi Kant Jha &/or Mr. Avneesh Jain S/o Shikhar Chandra Jain Authorised Representative of Company be and is hereby authorized, jointly & severally to sign, execute, certify, modify, submit, and deliver Memorandum of Understanding and other related documents with M/s AIMS MAX GARDENIA DEVELOPERS PVT. LTD. Having its Registered Office at Basement 69, Mausam Vihar Delhi-110051 for buying or taking on sublease Plot No. Plot no. 15 admeasuring 20,639 Sq. Mtrs. located at Eco City, Sector 75 Noida at consideration as may be decided between the parties.

RESOLVED FURTHER THAT Mr. Ajay Kumar Jha , be and is also hereby authorized to submit and deliver all documents, applications, correspondence, Declaration, and affidavit, undertaking and also to represent Company in front of Land Authorities with respect to above mentioned Land as may be required in near future. "RESOLVED FURTHER THAT the Company ensures that it shall be bounded by all the papers signed for and on behalf of the Company by the above authorized person. The copy of this resolution be forwarded to the authority as and when required.


Certified True Copy

For PERFECT MEGASTRUCTURE PVT. LTD.


Director



(Specimen Sign of Mr. Ajay Kumar Jha)


Attested

IN WITNESS WHEREOF, the parties have signed and executed this Deed on this day, month and year first written above in the presence of:

WITNESSES:

SIGNED AND DELIVERED BY

1. RAKESH KUMAR
S/O SH. SOUDAN SINGH
R/O H.NO. 213, NEAR GORIYA MATH TEMPLE,
HARJANPADA, MATHURA, U.P.-281504

[Signature]

(LESSOR)

(New Okhla Industrial Development Authority)

2. CHITTARANJAN MOHAPATRA
S/O DINABANDHU MOHAPATRA
R/O JAIPUR TIRTOL JAGATSINGHAPUR
ODISHA - 754133

[Signature]

For Aims Max Gardenia Developers Pvt. Ltd.

[Signature]
Authorised Signatory
(LESSEE)

(M/s Aims Max Gardenia Developers Pvt. Ltd.)

For Perfect Megastructure Pvt. Ltd.

[Signature]
Authorised Signatory
(SUB-LESSEE)

(M/s Perfect Megastructure Pvt. Ltd.)

For Aims Max Gardenia Developers Pvt. Ltd.

For Perfect Megastructure Pvt. Ltd.

LESSOR

LESSEE

[Signature]
Authorised Signatory

SUB-LESSEE

[Signature]
Authorised Signatory

IN WITNESS WHEREOF, the parties have signed and executed this Deed on this day, month and year first written above in the presence of:

WITNESSES:

SIGNED AND DELIVERED BY

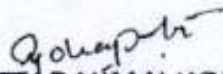
1. RAKESH KUMAR
S/O SH. SOUDAN SINGH
R/O H.NO. 213, NEAR GORIYA MATH TEMPLE,
HARJANPADA, MATHURA, U.P.-281504




22/11/18
(LESSOR)

(New Okhla Industrial Development Authority)

2. CHITTARANJAN MOHAPATRA
S/O DINABANDHU MOHAPATRA
R/O JAIPUR TIRTOL JAGATSINGHAPUR
ODISHA - 754133



For Aims Max Gardenia Developers Pvt. Ltd.


Authorised Signatory
(LESSEE)

(M/s Aims Max Gardenia Developers Pvt. Ltd.)



For Perfect Megastructure Pvt. Ltd.

 
Authorised Signatory
(SUB-LESSEE)

(M/s Perfect Megastructure Pvt. Ltd.)

For Aims Max Gardenia Developers Pvt. Ltd.

For Perfect Megastructure Pvt. Ltd.

LESSOR

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1/11/18
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