



U.K. Ltd.



Haridwar



Regional Manager



Manager

SUB-LEASE DEED

2555/56

This Tripartite Sub-Lease Deed is made and executed on this 29th day of June in the year two thousand and twenty (2020) and corresponding to Saka Samvat _____ between State Infrastructure and Industrial Development Corporation of Uttarakhand Limited (SIDCUL) a body corporate constituted under Indian Companies Act 1956 and having its registered office at SBI Building, Secretariat, Dehradun and Head Office at 2, New Cantt Road, Dehradun, Uttarakhand, herein after referred to as Lessor which expression shall unless the context does not so admit, include its successor and assigns on one part,

(Pan No. AAHCS-7324-R)

AND

M/s. Planet Infrapromoter Pvt. Ltd. through its Authorized representative Sh. Satyam Kumar, Manager, having its registered office at 34/C-8, Sector - 08, Rohini, New Delhi-110085, hereinafter referred to as the Lessee, which expression shall unless the context does not so admit include its successors, administrators, representatives and permitted assigns on the Second Part.

(Pan No. AAGCP-8614-E)

AND

Mr. Shrey Gupta s/o Mr. Ajay Kumar Gupta R/o 4- Nandpuri, Arya Nagar Chowk, Jawalapur, Haridwar (Uttarakhand)

Mrs. Pratibha Gupta w/o Mr. Ajay Kumar Gupta R/o 4- Nandpuri, Arya Nagar Chowk, Jawalapur, Haridwar (Uttarakhand)

Hereinafter called the Sub-Lessee which expression unless the context does not so admit include his / her / their / its executors, administrators, representatives and permitted assigns

Whereas, the State Government of Uttarakhand has given management rights in the land admeasuring 93809.46 Square meters (23.18 Acres) Situated at H. Haridwar in village Salempur Rawali Mehdood having Khasra No _____ of _____

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State Infra. & Ind. Dev. Corp. of U.K. Ltd.

Pratibha Gupta

Shrey

Tehsil Haridwar, Dist. Haridwar, Uttarakhand, as per the site plan annexed hereto to the Lessor vide G.O No 1271/VII-1/vkS0@65 on 21.06.05 for the purpose of setting up an Industrial Estate to the lessor. Whereas the lessor has allotted Sector-9, IIE, SIDCUL, Haridwar (UK) to the Lessee as per the terms of allotment letter No. 6170/GM(P&A)/SIDCUL/2012 dated 14th December, 2012 for the construction of Residential units (Flats) and development of drains, roads, parks, community facilities as per the terms of the lease deed.

SIDCUL (Lessor) has executed a "Lease Deed" on 8th February, 2013 with the Planet Infrapromoters Pvt. Ltd. (Lessee) and presented the same for registration before the Sub Registrar, Haridwar. Herein Lease Deed executed on **Book No.1, Vol.1173 on pages 375 to 416, Sr.No.1283/1284 dated 08-02-2013.**

Whereas the Lessee has constructed a set of buildings on plot referred to above comprising of residential units (flats) and after completion of the building can allot

the flats in accordance with the completion drawing without subdividing / clubbing the demised premises to persons at mutually settled price.

AND WHEREAS under the said Lease Deed the Lessee can allot to allottee a dwelling unit in Sector-9, IIE, SIDCUL, Haridwar, including the undivided share of land, common areas and facilities appurtenant to the dwelling unit on such premium as decided by the Lessee and yearly Lease Rent of Rs. 15/- per sq. mtr. as per Lease Agreement dated 08.02.2013 to the lessor.

AND WHEREAS the Lessee has made a request to the Lessor in writing that he has allotted the Flat No. 501 on Block B Measuring 122.26 Sq. mtr. on Floor **Fifth** marked there as shown in the map enclosed herewith for allotment of a dwelling unit and on the faith of the statements and representations made by the allottee at various times, the Lessee has consented to deliver possession of the dwelling unit to the **Sub Lessee** after signing without subdividing / clubbing the demised premises & strictly as per completion drawing for purpose of Residence against the sub lease consideration of Rs. 4071375/- (**Rupees Forty Lac Seventy One Thousand Three Hundred Seventy Five Only**) of the Sub-Lease Deed and that the Lessee will maintain and manage the common land, common area and facilities for a minimum period of Three Years and that the Sub Lessee will pay the annual Lease Rent in advance @ Rs. 15/- per sq. mtr. (Covered/ super Area)

per annum to SIDCUL, the Lessor upto with effect from date of registry. in case of default in payment of advance lease rent, interest @ 18% compounded every half year and the overdue amount shall also be payable.

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Haridwar

Particulars of Plan
Shree

Whereas on receiving a written request from the Lessee to the above effect and upon receiving the advance lease rent of Rs. 2163 @ 15/- per sq. mtr. per annum for 2020 as per the lease deed. The lessor hereby agrees to grant Sub-Lease in favour of Sub-Lessee on terms and conditions enumerated below:

1. That in consideration of amount of Rs. 4071375/- (Rupees Forty Lac Seventy One Thousand Three Hundred Seventy Five Only) of which amount includes the cost of superstructure and the share of the land, paid by the sub lessee, the Lessee has agreed to sub-lease the Flat No. 502 in Block No. B on the Fifth Floor in Sector-9, with sanitary, electrical and other fittings more particularly described in Schedule-I herein under written and for greater clarity has been delineated on the plan and therein colored red together with all rights, easements and appurtenances whatsoever to the said dwelling unit alongwith undivided share in common portions, passages and common facilities, less the institute building Community Centre _____ and the _____ subject to the covenants and conditions hereinafter contained. The sub lease is for unexpired portion of 90 years lease granted by Lessor which commenced on 8/02/2013, undivided title to the land proportionate to the amount paid by the sub lessee in relation to the total cost of the land to lessee.
2. To hold the said built up flat for the purpose of residence up to the balance period of 90 years, as per the lease deed, commencing from 8/02/2013.
3. The Sub-Lessee hereby undertakes to pay the lease rent at the rate of Rs. 15/- sq. mtr. (covered area) directly to the Lessor every year in advance subject to the enhancement as per provisions of original lease deed in the month of January each year. Whereupon the Sub-lessee shall be liable to pay the lease rent in advance every year so enhanced.
4. The failure on the part of the sub-lessee to pay the above lease rent in time, an interest @ 18% per annum compounded every half yearly or such other rates as the Lessor may, in its absolute discretion, decide from time to time.

This will, however, be without prejudice to right of the Lessor of re-entry and other legal recourse for any default on account of non-payment of lease rent as mentioned above and the interest thereupon.

5. That the sub-lessee shall in no case assign, relinquish, transfer even by way of change in constitution except when prior permission of the Lessor has been obtained. Such permission shall be granted subject to payment of all transfer charges prevailing at the time of deciding the transfer application.
6. The lessee and sub-lessee shall, severally and jointly, be responsible for maintenance of the building so constructed in workman like manner unto the satisfaction of the Lessor. The Lessee/sub lessee shall make such arrangement as are necessary for maintenance of the building and common services and if

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Haridwar.

Pratibha GUPTA
Shree

the building is not maintained properly SIDA or any officer authorized by it, will have the power but no obligation to get the maintenance done through the Authority and recover the amount so spent from the lessee / sub lessee. Every sub lessee shall be severally and jointly liable to pay maintenance amount so spent in proportion to floor space occupied by him. The decision of M.D. of lessor or his authorized representative shall be final and binding upon the lessee and sub lessee.

7. In case of default of payment of Sub lease rent, the dues can be recovered as arrears of land revenue from the sub lessee as the case may be and the same shall be subject to interest @ 18% per annum compounded half yearly along with recovery charges.
8. The Lessee and Sub-lessee shall individually and severally be bound by the building regulations and directions of the Lessor. The Sub-Lessee shall not do any act or action which are prejudicial to the general safety, structural stability of the building and hereby indemnify the Lessor and Lessee in respect of any act or acts which may violate the general building regulations and directions.
9. All taxes, charges, fees assessment of every description imposed by any statutory body in respect of the floor space of the building taken by the sub-lessee or occupier shall be paid by the sub-lessee or occupier as the case may be.
10. The Sub-lessee shall be bound by the general terms and conditions of allotment of flat and lease deed dated 08.02.2013 in respect of the Sector-9, SIDCUL, Haridwar whereupon this building is constructed and the same shall be jointly and severally binding on the Sub-lessee.
11. The lease deed enumerated above shall be deemed to form part of this Sub-lease.
12. The Lessee and Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the said "Lease" executed between the Lessor and the Lessee and observe the same as applicable and relating to the dwelling unit given to him.
13. The cost of stamp duty and registration charges and other incidental expenses of the sub-lease deed shall be borne by the sub-lessee.
14. In case of any dispute regarding interpretation of this sub-lease, the decision of the Managing Director of SIDCUL or his authorized representative shall be final and binding on the Lessee and the Sub-lessee.
15. Any dispute arising out of this sub lease deed shall be subject to the territorial jurisdiction of the Civil Court of Haridwar or High Court of Judicature at Naimital.

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State Infra. & Ind. Dev. Corp. of U.K. Ltd.
Haridwar

(Signature)

Pratibha Gupta
(Signature)

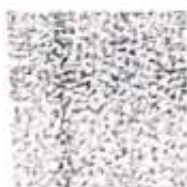


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK72879259248158S
Certificate Issued Date : 19-Jun-2020 03:46 PM
Account Reference : NONACC (SV)/ uk1211804/ ROSHNABAD/ UK-HD
Unique Doc. Reference : SUBIN-UKUK121180448353785123383S
Purchased by : SHREY GUPTA AND PRATIBHA GUPTA
Description of Document : Article 35 Lease
Property Description : FLAT NO 501 TOWER B ANTRIKSH NRI CITY SECTOR-09
SIIDCUL HARIDWAR
Consideration Price (Rs.) : 40,71,375
(Forty Lakh Seventy One Thousand Three Hundred And Seventy
Five only)
First Party : PLANET INFRA PROMOTERS PVT LTD.
Second Party : SHREY GUPTA AND PRATIBHA GUPTA
Stamp Duty Paid By : SHREY GUPTA AND PRATIBHA GUPTA
Stamp Duty Amount(Rs.) : 2,04,000
(Two Lakh Four Thousand only)



Please write or type below this line

SUB-LEASE DEED

This stamp sheet of Rs.204000/- attached to the sub-lease deed executed among (Lessor) State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd., and (Lessee) M/s. Planet Infrapromoters Pvt. Ltd. and (Sub-Lessee) Mr. Shrey Gupta & Mrs. Pratibha Gupta for an un-expired balance period of 90 years from lease deed executed dated 08.02.2013, at yearly lease rental of Rs. 2164/- with a premium of Rs. 4071375 /- regarding flat No. B 501 situated at Antriksh NRI City, Sector-9, IIE, Haridwar.

0010633870

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State Infra. & Ind. Dev. Corp. of U.K. Ltd.
Haridwar

The user of this stamp sheet is responsible for the validity of the certificate.
The Government of Uttarakhand is not liable for the Certificate Authority.

Pratibha Gupta

SCHEDULE A

(Description of Demised Land as per Record)

All that known as Flat No. 501 in block no.B Sector 9, IIE in the SIDCUL Haridwar Industrial Area, bearing within the village Limits of Rosnabad, Tehsil Haridwar, and outside the limits of Municipal Council of IIE, Rampur (SIDCUL), Haridwar, District, State of Uttarakhand, containing by admeasurement super build up area 122.26 square meters (1315 sq. ft.) of thereabouts, and bounded by as per plan attached hereto, that is to say:

One or towards the North by Flat B 502

One or towards the South by OPEN

One or towards the East by Open

One or towards the West by Open

IN THE PRESENCE OF : IN WITNESS WHEREOF of the parties hereto have set their hand on the 24th day of May in the year 2020 herein first written above.

FOR AND ON BEHALF OF LESSOR

1- Manjeet Singh
S/o Sh. Gurcharan Singh
SIDCUL, Regional Office
IIE, Haridwar (U.K.)

Name : Gaurav Singh Rawat
Designation : Regional Manager

Regional Manager

State Infra. & Ind. Dev. Corp. of U.K. Ltd.

FOR AND ON BEHALF OF LESSEE

Name : Satyam Kumar

Designation : Manager

FOR AND ON BEHALF OF SUBLESSEE

2- Bhupendra Kumar
S/o Sh. Hemraj Singh
R/o Antriksh NRI City
Sector-09, SIDCUL, IIE,
Haridwar

1. Name: Mr. Shrey Gupta
Father's / Husband's: Mr. Ajay Kumar Gupta

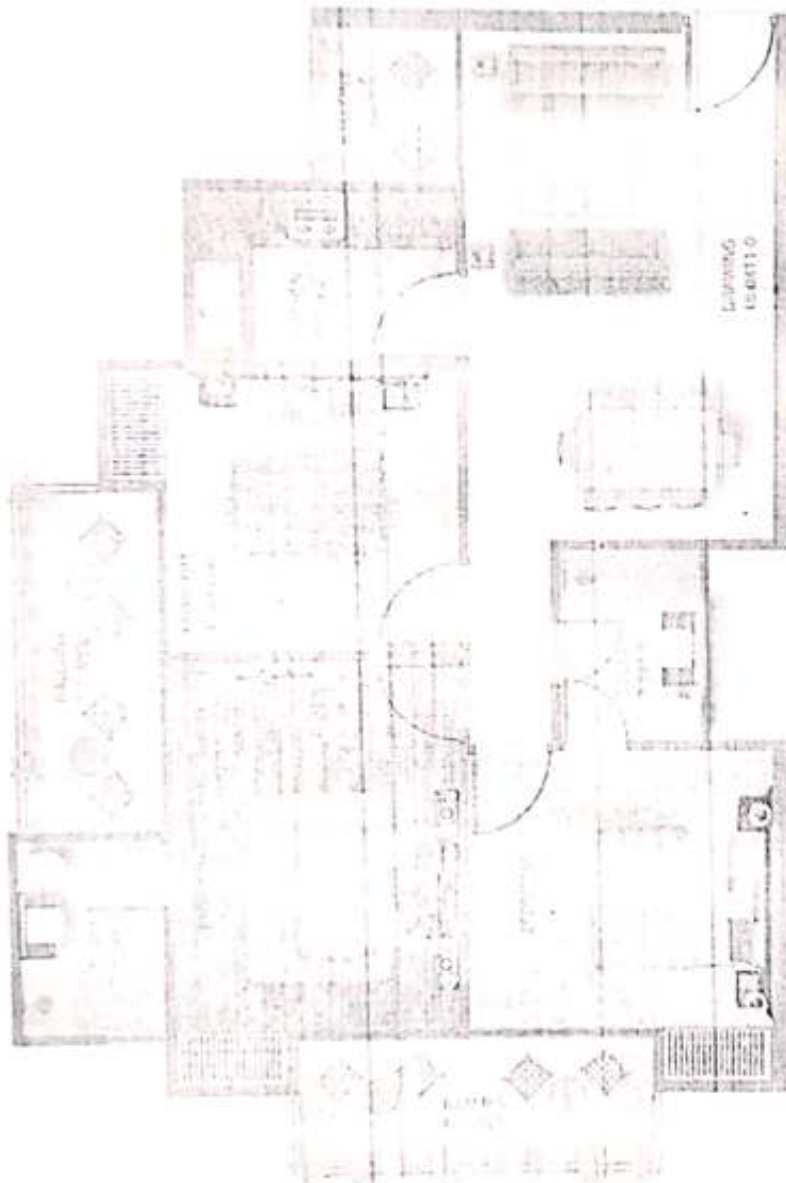
Address : 4- Nandpuri, Arya Nagar
Chowk, Jawalapur, Haridwar
(Uttarakhand)

2. Name
Pratibha Gupta

EAST
(Open- Corridor)

South
(Open)

NORTH
(Flat-B502)



WEST
OPEN

Flat No B-501 Area 1315 sq ft.

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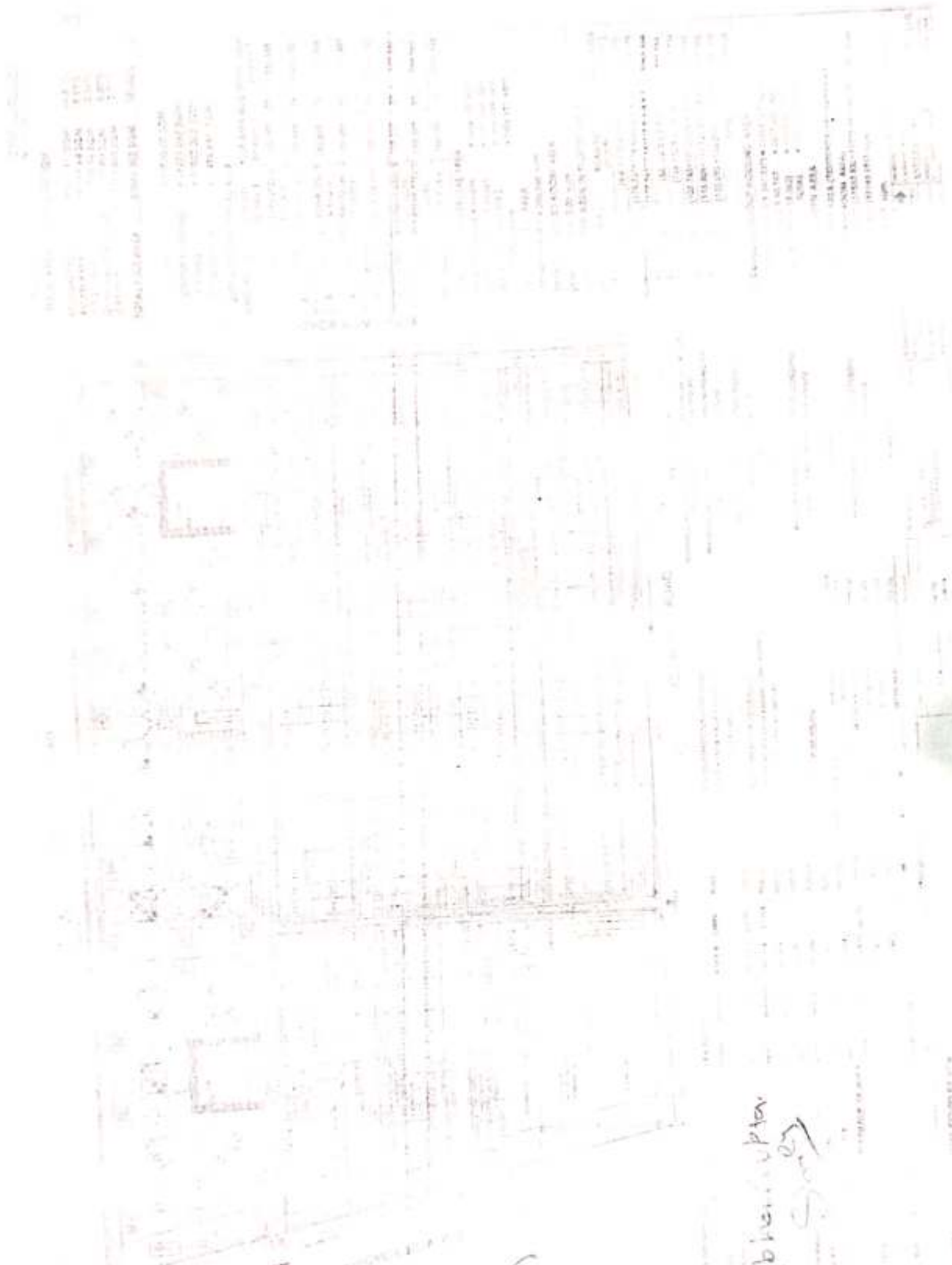
Proprietor
Shri

Regional Manager
State Infra. & Ind. Dev. Corp. of U.K. Ltd.
Haridwar

Handwritten signature


Handwritten signature
Braj Bihari Gupta

COPIES OF THIS DOCUMENT
TO BE FORWARDED TO
1. THE PLANNING DEPARTMENT
2. THE SECRETARY TO THE GOVT.



बही संख्या 1 जिल्द 4,702 के पृष्ठ 231 से 278 पर क्रमानु 2555

पर आज दिनांक 29 Jun 2020 को रजिस्ट्रीकरण किया गया।


रजिस्ट्रीकर्ता अधिकारी /
उप-निबंधक, हरिद्वार, द्वितीय
29 Jun 2020

