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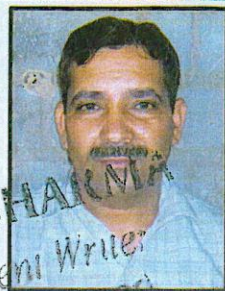
D-13923/12

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20



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उत्तर प्रदेश UTTAR PRADESH

Sub-lease-Deed

Document Writer
Dadri (G.B. Nagar) 22AA 186031

Stamp Duty Paid in Cash Certificate in favour of M/S K V DEVELOPERS PVT. LTD.
R-289C, Gr. Kaulash - I, New Delhi.

In Pursuance of the order of the Collector
No. memo. Dated 18/05/13. Passed under

section 10-A of the Stamp Act. It is certified that
an amount of Rs. 224,85,000/- or Rs. two crore twenty four lac eighty five
(in words Rs. Two crore twenty four lac eighty five —

has been Paid in Cash as stamp Duty in Respect
of this instrument in the State Bank of India

Treasury/Sub-Treasury of NO 2A
by Challan No. 8070003 Dated 18-05-13
a Copy of Which is annexed herewith.

20.5.13

Date

Officer-in-Charge

Treasury

Gautam Budh Nagar

20/05/13

For K.V. Developers Pvt. Ltd.

Himanshu Agarwal

Authorised Signatory

Manager (Builders)

Greater Noida Indl. Dev. Authority

For Amrapali Green/Alex Pvt. Ltd.

Director/Authorised Signatory



M/s K. V. Developers Pvt Ltd
N. Delhi



SUB LEASE DEED

MARKET VALUE Rs. 44,96,85,000/-
 AREA OF PLOT 19986 sq.mtr.

TOTAL COST OF PLOT- Rs. 23,08,38,300/-
 (As per allotment rate)

PLOT NO. : **DV-GH-09B Sector- Techzone-IV, Greater Noida**

STAMP DUTY Rs. 2,24,84,250/-

THIS SUB LEASE DEED is made at Greater Noida on this 7th day of **JUNE, 2013**.

BY AND BETWEEN

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

AND

M/s. **AMRAPALI DREAM VALLEY PRIVATE LIMITED** a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at **307, 3RD Floor, Nipun Tower, Karkardooma, Community Centre, Delhi-110092** through its authorised signatory Mr. Suresh Chandra Sharma S/o. Mr. N.P. Sharma R/o. B-153, Ram Prastha, Ghaziabad-201011 U.P. duly authorised by its Board of Directors vide Resolution dated 07.05.2013 (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. **K V DEVELOPERS PRIVATE LIMITED** a company incorporated under the Companies Act 1956 and having its registered office at R-289C, Greater Kailash-I, New Delhi-110048 through its authorised signatory / Director Mr. Himanshu Agarwal S/o. Mr. Vinod Kumar Agarwal R/o. Mohalla Ther, Sambhal-241302, Distt. Moradabad, U.P. duly authorised by its Board of Directors vide Resolution dated 01.05.2013 (hereinafter referred to as the SUB-LESSEE) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the THIRD PART.

WHEREAS

- a) The Authority invited bids under its Scheme Code BRS-03/2010 for allotment of various plots, including Plot No.GH-09, Sector-Techzone-I Greater Noida District Gautam Budh Nagar (Uttar Pradesh) for development of Large Group Housing Builders Plot.

Manager (Builders)
 Greater Noida Authority
 LESSOR

Director/Authorised Signatory
 Amrapali Dream Valley Pvt. Ltd.

LESSEE

Director/Authorised Signatory
 K V Developers Pvt. Ltd.
 SUB-LESSEE

84 पट्टा विलेख

(90 वर्ष)

449,685,000.00

10,000.00

50

10,050.00

2,500

प्रतिफल

मालियत

आसत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

मै0के0वी0डव0प्रा0लि0द्वारा हिमांशु अग्रवाल

पुत्र श्री

विनोद कुमार अग्रवाल

Himanshu Aggarwal

व्यवसाय व्यापार

निवासी स्थायी

आर-289 सी ग्रेटर कैलाश-1 नई दिल्ली

अस्थायी पता

आर-289 सी ग्रेटर कैलाश-1 नई दिल्ली

ने यह लेखपत्र इस कार्यालय में

दिनांक 7/6/2013

समय 5:00PM

बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

7/6/2013

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पट्टा दाता

Shri

श्री संजीव कुमार शर्मा

प्रतिनिधि ग्रे0नौ0औ0वि0प्रा0द्वारा विवेक गोयल
(प्र0स0)

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी



पुत्र गृहीता

मै0के0वी0डव0प्रा0लि0द्वारा हिमांशु अग्रवाल

पुत्र श्री विनोद कुमार अग्रवाल

पेशा व्यापार

निवासी आर-289 सी ग्रेटर कैलाश-1 नई दिल्ली

Himanshu Aggarwal



मै0आग्रपाली ड्रीम वैली प्रा0लि0द्वारा सुरेश चन्द्र शर्मा

पुत्र श्री एन0पी0शर्मा

पेशा नौकरी

निवासी 307 थर्ड फ्लोर निपुन टावर कड्डा इमा

कम्यू0 सेन्टर दिल्ली-92

S. Parthasarathy



for 100

100/100

o) The Lessee herein was the successful bidder for Plot No.GH-09, Sector-Techzone-IV, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 354298 square metres.

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

d) The Authority as a Lessor vide Lease Deed dated 25-02-2011 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in Book No.1 Jild No.8049 Page No. 1 to 30 document No. 3267 demised the said plot for a period of 90 years from the date of its execution in favour of the Lessee (hereinafter referred to as the Lease Deed) as the Lessee on certain terms and conditions, inter-alia, to develop and / or construct and thereafter transfer the developed plots / flats / units in the following manners –

- After the approval of the lay-out plan from the authority, the Lessee is transferring lease hold rights to Sub-Lessee through this sub lease deed as internal development work such as internal-roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street-lighting, etc. in that area is in progress.
- The Lessee is executing sub lease deed in favour of Sub-lessee.
- On execution of this sub-lease deed, the sub-lessee will be bound to comply with the provisions of payment of proportionate share of lease premium, lease rent and all other charges payable to the Authority in the proportionate share of the land area so sublet.
- The sub-lessee shall have to follow and fully implement the group housing project on this **allotted/sub-leased Plot no. DV-GH-09B of GH-09, Sector-Techzone-IV, Greater Noida admeasuring 19986 sq.m.**, all the terms and conditions of allotment and lease deed executed by the lessor in favour of Lessee. Any default on the part of such sub-Lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc. as per the terms and conditions of the Brochure/bid document/lease deed.
- The layout plan of Developers / Lessee has been approved vide Lessor's letter dated 13.06.2011. The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street lighting etc.
- As per approved Layout Plan / Master Plan the Builders Residential/ Group Housing plot, Lessee has further allotted Group Housing Plot No. **DV-GH-09B, Sector- Techzone-IV, Area 19986 square metres** in the Project

Manager (Builders)
Greater Noida Authority
LESSOR

Amrapali Dream Valley Pvt. Ltd.

LESSEE

K V Developers Pvt.Ltd.
Authorised Signatory
SUB-LESSEE

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री अमन अग्रवाल

पुत्र श्री विनोद कुमार अग्रवाल

पेशा

निवासी जे पी ग्रीन्स विला नं0-2/1 लेण्ड-2 जी ब्लॉक सूरजपुर

व श्री विजय कुमार शर्मा

पुत्र श्री के0जी0शर्मा

पेशा

निवासी ई-432 बीटा-1 ग्रेटर नोएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

Aman Agrawal

Vijay Kumar Sharma



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

7/6/2013



namely – **Amrapali Dream Valley** being developed by the Lessee to **M/s. K V DEVELOPERS PRIVATE LIMITED (Sub-Lessee)** a company incorporated under the companies act 1956 having its registered office at R-289C, Greater Kailash-I, New Delhi-110048 sub-lease which is being executed through this Sub-Lease Deed.

A. MODE OF PAYMENT AND PAYMENT PLAN

1. All payment should be made through demand drafts/ pay orders drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida/ Greater Noida. The Sub lessee should clearly indicate his name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.
2. The Sub-Lessee have paid **Rs. 2,30,83,830.00** premium and Annual lease rent (till 31-03-2014) directly to the Lessee/Lessor. The sub-lessee shall have to pay balance 90% premium @ Rs.11550/- per square metre within 10 years from the date of allotment to Lessor along with interest 12% p.a. There shall be a moratorium of 24 months from the date of allotment/ reservation and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in half yearly instalments. After expiry of the moratorium period, the balance 90% premium of the plot along with interest will be paid in 16 half yearly instalments along with interest of Proportionate premium and Lease rent.
3. In case of default in depositing the instalments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
4. All payments should be remitted by due date. In case the due date is a bank holiday then the Sub-lessee should ensure remittance on the previous working day.
5. In case of default, this sub lease deed be considered as cancelled without any further notice and the amount paid to the Lessor by the sub-lessee shall be forfeited. No interest will be paid on such amounts.
6. The payment made by the sub-lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
7. The Lease Rent prevalent at the time of execution of lease deed shall be payable.

Manager (Builders)
Greater Noida Authority
LESSOR

For Amrapali Dream Valley Pvt. Ltd.
S. K. Handra Sharma
Amrapali Dream Valley Pvt. Ltd.
Authorised Signatory

LESSEE

For K.V. Developers Pvt. Ltd.
Himanshu Agarwal
Authorised Signatory

K V Developers Pvt.Ltd.

SUB-LESSEE

पट्टा दाता

Registration No.: 13923

Year : 2,013

Book No. : 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रे0नौ0औ0वि0प्रा0द्वारा विवेक गा

ग्रेटर नौएडा

नौकरी



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एन0पी0शर्मा

307 थर्ड फ्लोर निपुन टावर कडकडडूमा कम्प्यू0 सेन्टर दिल्ली-92

नौकरी



For Verified Signature

For Verified Signature

8. The total cost of the plot is **Rs. 23,08,38,300.00** (Rupees Twenty Three Crore Eight Lac Thirty Eight Thousand Three Hundred only) i.e. @ Rs.11550/- per square metre.
9. The sub-lessee shall have to pay balance 90% premium i.e. **Rs. 20,77,54,470.00** per square metre of the plot/sub-leased directly to the Lessor/Authority in the following manner:-

Head	Due date	Premium	Interest	Total amount of payable installment	Balance Premium
Instalment No.1 (Paid)	28.02.2011	0.00	12465268.00	12465268.00	207754470.00
Instalment No.2 (Paid)	30.08.2011	0.00	12465268.00	12465268.00	207754470.00
Instalment No.3 (Paid)	28.02.2012	0.00	12465268.00	12465268.00	207754470.00
Instalment No.4 (Paid)	30.08.2012	0.00	12465268.00	12465268.00	207754470.00
Instalment No.5 (Paid)	28.02.2013	12984654.00	12465268.00	25449922.00	194769816.00
Instalment No.6	30.08.2013	12984654.00	11686189.00	24670843.00	181785162.00
Instalment No.7	28.02.2014	12984654.00	10907110.00	23891764.00	168800508.00
Instalment No.8	30.08.2014	12984654.00	10128030.00	23112684.00	155815854.00
Instalment No.9	28.02.2015	12984654.00	9348951.00	22333605.00	142831200.00
Instalment No.10	30.08.2015	12984654.00	8569872.00	21554526.00	129846546.00
Instalment No.11	28.02.2016	12984654.00	7790793.00	20775447.00	116861892.00
Instalment No.12	30.08.2016	12984654.00	7011714.00	19996368.00	103877238.00
Instalment No.13	28.02.2017	12984654.00	6232634.00	19217288.00	90892584.00
Instalment No.14	30.08.2017	12984654.00	5453555.00	18438209.00	77907930.00
Instalment No.15	28.02.2018	12984654.00	4674476.00	17659130.00	64923276.00
Instalment No.16	30.08.2018	12984654.00	3895397.00	16880051.00	51938622.00
Instalment No.17	28.02.2019	12984654.00	3116317.00	16100971.00	38953968.00
Instalment No.18	30.08.2019	12984654.00	2337238.00	15321892.00	25969314.00
Instalment No.19	28.02.2020	12984654.00	1558159.00	14542813.00	12984660.00
Instalment No.20	30.08.2020	12984660.00	779080.00	13763740.00	0.00

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

10. The additional land compensation cost as per the order of the hon'ble High Court @ 2015 per sq.mtr. shall be payable by the sub-lessee as per the payment schedule provided by the Authority.

B. EXTENSION OF TIME

1. In exceptional circumstances, the time for the payment of balance due amount may be extended by the LESSOR.

For Amrapali Dream Valley Pvt. Ltd.
A. Pandatharma
 Director/Authorized Signatory
 Manager (Builders)
 Greater Noida Authority
LESSOR

For K.V. Developers Pvt. Ltd.
Aganwal
 Authorized Signatory
 K V Developers Pvt.Ltd.
SUB-LESSEE

LESSEE

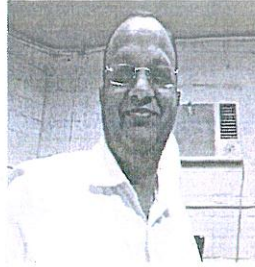
पट्टा गृहीता

Registration No. : 13923

Year : 2013

Book No. : 1

0201 मै0के0वी0डव0प्रा0लि0द्वारा हिमांशु अग्रवाल
विनोद कुमार अग्रवाल
आर-289 सी ग्रेटर कैलाश-1 नई दिल्ली
व्यापार



विज्ञान विभाग

विज्ञान विभाग

2. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
3. Extension of time, normally, shall not be allowed for more than 60 days for each installment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
4. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.
5. The lease hold rights of the plot sub-leased to the sub-lessee by the Lessee, for the balance period of **90 years** calculated from the date of execution of lease deed i.e. **25.02.2011**

C. LEASE RENT

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

- (i) The sub-lessee has paid one year lease rent @ 1% of total premium directly to the Lessee. The lease rent will be payable by the Sub-lessee to the Lessor @ 1.00 % of premium i.e. **Rs. 23,08,383.00** of the plot for the first 10 years of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to interest @15% per annum compounded half yearly on the defaulted amount for the defaulted period.
- (v) The sub-lessee shall have to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" before start of execution of further sub lease deeds in favour of final purchasers of the flats on this allotted group housing plot.

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

D. POSSESSION

Possession of sub-leased plot will be handed over to the Sub-lessee by the Lessee. After execution of sub-lease deed, the sub-lessee shall be treated as allottee of lessor for the purpose of balance proportionate payments,

Manager (Builders)
Greater Noida Authority
LESSOR

For Amrapali Dream Valley Pvt. Ltd. For K V Developers Pvt. Ltd.
S. Prakash Sharma
Director/Authorised Signatory
Amrapali Dream Valley Pvt. Ltd. K V Developers Pvt. Ltd.
Authorised Signatory

LESSEE

SUB-LESSEE

implementation of the project and compliance of terms and conditions of scheme brochure/ lease deed.

E. EXECUTION OF SUB LEASE DEED

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub- lease deed which shall be executed in a form and format as prescribed by the Lessor on the fulfilment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phasewise on payment of full premium (with interest upto the date of deposit) of the plot of that phase.
- b) Every sale done by the Sub-Lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Sub-Lessee has obtained building occupancy certificate from Planning Department, Greater Noida (Lessor).
- d) The Sub-Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e) The Sub-Lessee shall have to execute tripartite sub lease in favour of the final purchaser/s for the developed flats/plots in the form and format as prescribed by the LESSOR.
- f) The Sub-Lessee undertakes to put to use the premises for the residential use of residential area only.
- g) The Sub-Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute tripartite sub lease deed between Lessor, Sub-Lessee and final purchaser of developed flats/plots. The Lessee/ sub Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as sub Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/ Government of U.P.
The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-Lessee shall be allowed without any transfer charges but tripartite sub lease deed will be executed between the Lessor & Sub-Lessee and the final purchaser/s of developed flats/plots. However, a processing fee of Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of tripartite sub-lease deed.
- h. Every tranfer done by the Sub-Lessee shall have to be registered before the physical possession of the flat/plot is handed over.

F. INDEMNITY

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

Manager (Builders)
Greater Noida Authority
LESSOR

For Amrapali Dream Valley Pvt. Ltd.
A. Khandraharma
Director/Authorised Signatory
LESSEE

For K V Developers Pvt. Ltd.
Aganwal
Authorised Signatory
K V Developers Pvt.Ltd.
SUB-LESSEE

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

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

G. CONSTRUCTION

1. The sub-lessee is required to submit building plan for approval within 6 months from the date of execution of this sub lease deed and shall start construction within 12 months.
2. Date of execution of lease deed shall be treated as the date of possession. The sub-lessee shall be required to complete the construction of group housing pockets on sub-leased plot as per approved layout plan and get the occupancy certificate issued from Building Cell/Planning Department of the LESSOR in maximum 5 phases within a period of 7 years from the date of execution of lease deed. The Lessee/sub lessee shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of lease deed.

In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the LESSOR within a period of 5 years from the date of execution of lease deed.

The process of allowing 1% of total permissible FAR for convenient shopping on a Group Housing plot (instead of present 0.75% of the total plot area) is in progress. This increase shall be allowed on the plots to be allotted under this scheme but the maps for the same shall be approved by the GNIDA only after approval of State Government to this amendment.

3. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the sub- lessee.
4. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:

Manager (Builders)
Greater Noida Authority
LESSOR

S. R. Ramesh
Director/Authorised Signatory
Amrapali Dream Valley Pvt. Ltd.

LESSEE

K. V. Developers Pvt. Ltd.
Authorised Signatory
K V Developers Pvt.Ltd.
SUB-LESSEE

- For first year the penalty shall be 4% of the total premium.
- For second year the penalty shall be 6% of the total premium.
- For third year the penalty shall be 8% of the total premium.

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

5. In case the sub-lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed/sub-lease deed as the case may be, shall be liable to be cancelled. Sub-Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. There shall be total liberty at the part of Lessee/Sub- Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development. The F.A.R. earmarked for commercial/ Institutional use would be admissible but the Lessee/Sub-Lessee may utilize the same for residential use as per their convenience.
7. The Lessee/Sub-Lessee may implement the project in maximum **five phases** and the occupancy certificate/completion certificate shall be issued by the LESSOR phase wise accordingly enabling them to do phase-wise marketing.

H. MORTGAGE

The Sub-Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by sub-lessee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the LESSOR, developer and the financial institution(s)/ Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

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.

Manager (Builders)
Greater Noida Authority
LESSOR

For Amrapali Dream Valley Pvt. Ltd. *Himanshu Agarwal*
S. Chandrasekhar
Director/Authorised Signatory
Amrapali Dream Valley Pvt. Ltd. K V Developers Pvt.Ltd.

LESSEE

SUB-LESSEE

I. MISUSE, ADDITIONS, ALTERATIONS ETC.

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

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

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

J. LIABILITY TO PAY TAXES

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

K. OVERRIDING POWER OVER THE DORMANT PROPERTIES

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

L. MAINTENANCE

1. The sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - a) in a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all

Manager (Builders)
Greater Noida Authority
LESSOR

For Amrapali Dream Valley Pvt. Ltd.
Amrapali Dream Valley Pvt. Ltd.
Director/Authorised Signatory

LESSEE

For K.V. Developers Pvt. Ltd.
Humayun Aggarwal
Authorised Signatory
K V Developers Pvt.Ltd.

SUB-LESSEE

garbage/waste of the sector shall be disposed off at the earmarked place/land fills sites as per the policy of LESSOR for similar sectors.

3. The sub-lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the LESSOR framed/ issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of LESSOR, the LESSOR shall have the right to impose such penalty as the LESSOR may consider just and expedient.
5. The sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the LESSOR will have the power to get the maintenance done through any other Authority and recover the amount so spent from the sub-lessee. The sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the sub-lessee. No objection to the amount spent for maintenance of the building by the Lessee/LESSOR shall be entertained and decision of the LESSOR in this regard shall be final.

M. CANCELLATION OF SUB-LEASE DEED

In addition to the other specific clauses relating to cancellation, the LESSOR, as the case may be, will be free to exercise its right of cancellation of sub-Lease in the case of:

1. Sub-lease being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the Sublessee for breach/ violation of terms and conditions of and/ or non-deposit of due amounts.
4. If at the time of cancellation, the plot is occupied by the sub-lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the LESSOR with structure thereon, if any, and the sub-lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be given in this regard.
5. If the Sub-lease deed is cancelled on the ground mentioned in para M1. above, the entire amount deposited by the sub-lessee, till the date of cancellation shall be forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.

Manager (Builders)
Greater Noida Authority
LESSOR

For Amrapali Dream Valley Pvt. Ltd.
S. K. Sathyanarayana
Director/Authorised Signatory
Amrapali Dream Valley Pvt. Ltd.

LESSEE

For K.V. Developers Pvt. Ltd.
Himanshu Agarwal
Authorised Signatory

K V Developers Pvt.Ltd.

SUB-LESSEE

N. OTHER CLAUSES

1. 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.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessee control, the Lessee is unable to make allotment or facilitate the sub-lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
4. If the 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 LESSOR shall itself get the nuisance removed at the Sub- Lessee's cost and charge damages from the Sub-Lessee during the period of submission of nuisance.
5. 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
6. The Sub Lease Deed will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this Act.
7. The Lessor will monitor the implementation of the project.
8. 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.
9. In case of default of condition in brochure/tender documents and bye-laws of the lessor, render the sub-lease liable for cancellation and the sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Sub-Lessee shall not be allowed to assign or change his role, otherwise the sub-lease deed shall be cancelled and entire money deposited shall be forfeited.
13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessee is not able to give possession of the land in any circumstances, deposited money will be refunded to the sub-lessee with simple interest.

For Amrapali Dream Valley Pvt. Ltd.

For K.V. Developers Pvt. Ltd.

S. K. Handa Sharma
Director/Authorised Signatory

Himanshu Aggarwal
Authorised Signatory

[Signature]
Manager (Builders)
Greater Noida Authority
LESSOR

Amrapali Dream Valley Pvt. Ltd.

LESSEE

K V Developers Pvt.Ltd.

SUB-LESSEE