

भारतीय न्यायिक INDIA NON JUDICIAL

20000

बीस हजार रुपये

भारत

TWENTY  
THOUSAND RUPEES

Rs.20000



Gautam Budh Naen  
**SUB LEASE DEED**

A 072744



Budh Naen



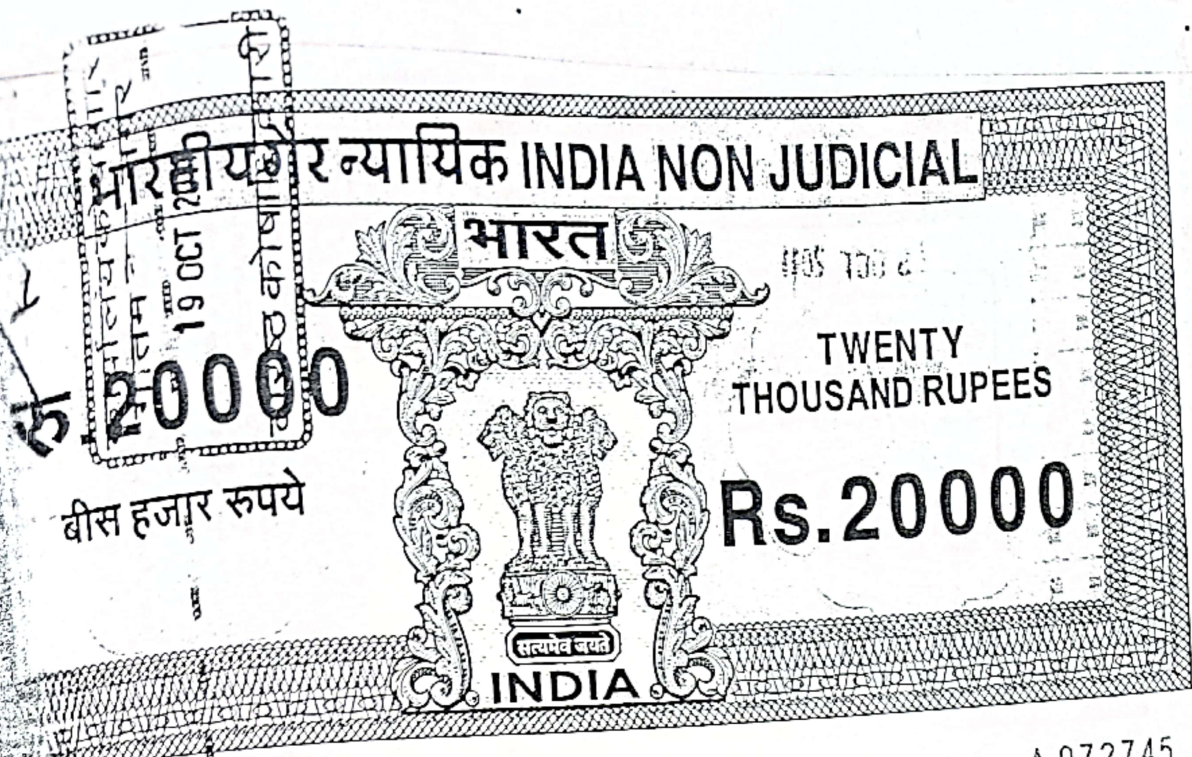
ATTESTED BY  
Ravi Singh  
Gautam Budh Naen

This Stamp Paper is attached with and part of Shop/Office No.-03 on the Fifth Floor in the Commercial Building know as Kasana Tower situated at Plot No. B-1, Pocket-ACB, Sector-Alpha-I, Greater Noida, Gautam Budh Nagar (U.P.)

*Kasana*

*Amme*





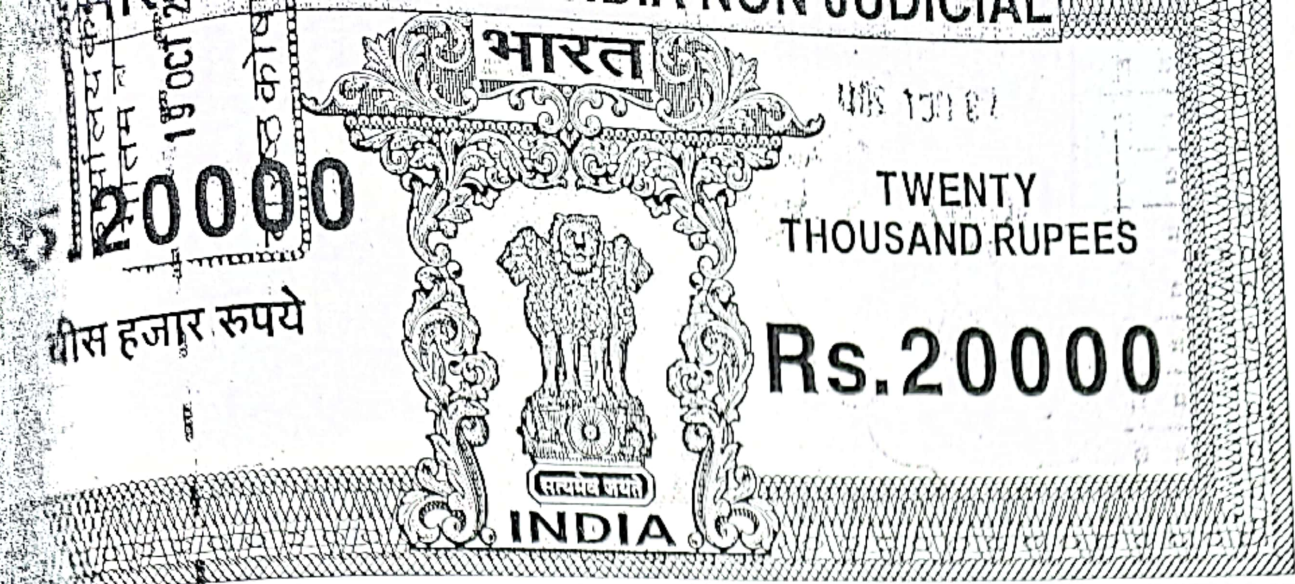
प्रदेश UTTAR PRADESH

SUB LEASE DEED

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*Harish Kasana*

*Sharma*



UTTAR PRADESH

A 072746

**SUB LEASE DEED**

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*Harish Kasana*

*Shama*



भारतीय न्यायिक INDIA NON JUDICIAL

51200000

बीस हजार रुपये

TWENTY  
THOUSAND RUPEES

Rs.20000

भारत



INDIA

UTTAR PRADESH

A 072747

SUB LEASE DEED

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*Harish Kasana*

*Sham*





भारतीय न्यायिक INDIA NON JUDICIAL

₹ 20000

बीस हजार रुपये

TWENTY  
THOUSAND RUPEES

Rs. 20000



INDIA

UTTAR PRADESH

A 072748

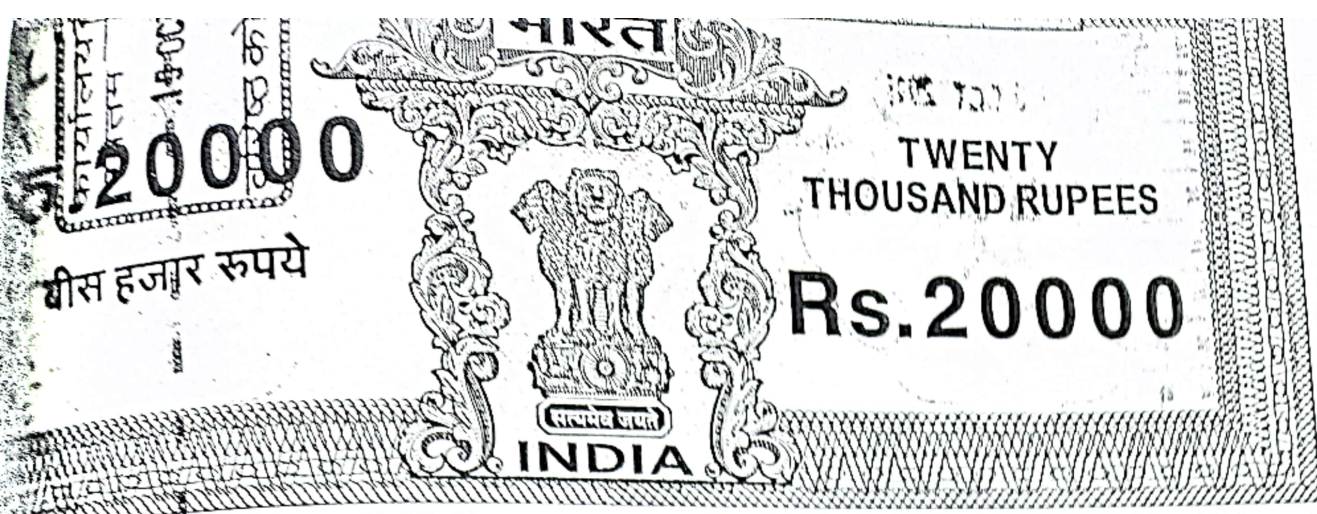
SUB LEASE DEED

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*Harish Kasan*

*Sham*





UTTAR PRADESH

A 072749

SUB LEASE DEED

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*Harish Kasana*

*Sharma*



Sub Lease Deed

Market Value:- Rs. 98,13,000/-  
Sale Consideration:- Rs. 28,00,000/-  
Total Stamp Duty:- Rs. 4,91,000/-  
Total Area:- 128.39 Sqm.

THIS DEED OF SUB-LEASE is made on this 24<sup>th</sup> day of October in the year 2011 between Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 2(d) of the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) hereinafter called the "Lessor" of the First Part.

AND

HARISH KASANA S/o. SH. BALRAM SINGH KASANA R/o. VILLAGE CHITHERA, PARGANA DADRI, DISTT. GAUTAM BUDH NAGAR (U.P.). GPA HOLDER OF BALRAM SINGH KASANA S/o. LATE SH. KHADAK SINGH R/o. VILLAGE CHITHERA, PARGANA DADRI, DISTT. GAUTAM BUDH NAGAR (U.P.), the GPA is registered in the Office of Sub Registrar Gautam Budh Nagar on Bahi No.-4, vide Document No.-1326 on dated 03-12-2009 and is valid till date, hereinafter called the "Lessee" of the Second Part.

AND

SH. R. K. SHARMA S/O. SH. H. S. SHARMA R/O. A-195, SECTOR-ALPHA-I, GREATER NOIDA (U.P.), hereinafter called the "Sub-Lessee" of the Third Part.

(The term and expression Lessor, Lessee and Sub-Lessee shall unless the context does not admit, include them/his/her/their/its heirs, executors, administrators, representatives and permitted assigns etc.)

Lessor

Lessee

Sub Lessee



WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up Urban and Industrial Township.

AND WHEREAS the Lessor has demised and leased to the Lessee, all the plot of land numbered as B-1, Pocket-ACB, Sector-Alpha-I, Greater Noida City, Gautam Budh Nagar contained by all measurement 639.92 sq. meters with their appurtenances to the Lessee to the term of 90 years commencing from the date of execution of the Lease Deed registered on Book No. 1, Jild No. 424, pages 533/568, Document no.-783 on dated 06-02-2002 registered with the Sub Registrar, Gautam Budh Nagar.

AND WHEREAS the Lessee has constructed a multistoried commercial complex on the said Plot in accordance with the Plan sanctioned by the Lessor.

AND WHEREAS the Lessor has permitted the Lessee at its discretion to transfer the Shops, Offices, Commercial Spaces constructed on the said plot by way of sub-lease to the Sub-Lessee.

AND WHEREAS the Sub-Lessee has approached the Lessee for transfer in its favour by virtue of a sub-lease the Shop/Office No. 03 on the **Fifth Floor** admeasuring Total Super Area 128.39 Sq. M (92.71 Sq. M Plinth Area + 35.68 Sq. M Remaining Super Area) in **KASANA TOWER** situated in Sector-Alpha-I, Greater Noida, and more particularly as described in the site plan annexed herewith as Annexure "A".

**I. NOW THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:**

1. That in consideration of the premium paid and agreed to be paid by the Sub-Lessee at the time and in the manner hereinafter provided and also in consideration of the

  
Lessor

  
Lessee

  
Sub-Lessee



rent hereby reserved and of the covenants, provision and agreements hereinafter contained and on the part of the Sub-Lessee to be respectively paid observed and performed. The Lessee doth hereby demise and lease to the Sub-Lessee on as is where is basis, the Shop/Office on the **Fifth** floor in the commercial building known as **KASANA TOWER** situated at B-1, Pocket-ACB, Sector-Alpha-I, Greater Noida City, Gautam Budh Nagar admeasuring Total Super Area **128.39** Sq. M (**92.71** Sq. M Plinth Area + **35.68** Sq. M Remaining Super Area) Shop/Office space is more clearly delineated and shown in the plan annexed herewith as Annexure A and marked in red (hereinafter, referred to as "the demised premises") with their appurtenances to the sub-Lessee for the term of remaining period of the lease deed which as originally is for a period of 90 years commencing from between the lessor and the lessee except and always reserving to the Lessor:-

- a) A right to lay water mains, drains, sewers or electric wire under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) Full rights and title of all mines, minerals, coals, washing gold's, earth oils, quarries in or under the demised premises 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 Built up space/plot (s)/shops 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 Chief Executive Officer of the lessor on the amount of which compensation will be final and binding on the sub-Lessee.

11/11  
Lessor

*Harish Kasan*  
Lessee

*Sub Lessee*  
Sub Lessee



Since the Lessor is empowered under the Lease Deed dated 02-02-2002, to enhance the Lease rent every ten years thus in case the Lessor enhances the Lease rent of the Land demised to the Lessee then the Lessee shall have the right to enhance sub-lease rent proportionate to the increase by the Lessor. Since the Lessee has paid one time Lease Rent of Rs 39,59,505/- (Thirty Nine Lac Fifty Nine Thousand Five Hundred Five Only). No amount of lease rent is balance upto

2. The Lessee has received the entire 28,00,000/- (Rupees Twenty Eight Lac Only) the lessee doth hereby acknowledges in full and final payment of the demised premises to the Sub-Lessee. The Lessee has agreed to transfer the above said premises in the form of a Sub-Lease for the remaining period of the lease deed entered between the lessor and the lessee to the Sub-Lessee for the exclusive use of the Sub-Lessee and the right to use the said premises in the form as mentioned in this Deed. The roof right will be reserved with lessee. Over and above the entire premium the Sub-Lessee shall be liable to pay further amount in case the Lessor increases the Lease Amount.
3. The lessee has paid full & final payment of the plot, so no amount is balance towards of the plot.

**II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS WITH THE LESSOR IN THE MANNER AS FOLLOWING:**

**PAYMENT**

1. Since the Sub-Lessee has paid the sub-lease rent in advance the sub-lessee shall not be liable to pay any further amount, unless the lessor increases the amount under the Lease Deed dated

Lessor

Lessee

Sub Lessee



That the Sub lessee shall also be liable to proportionately pay all the charges for external development and external electrification etc. in accordance with the demand/requirement of the concerned authority(s).

3. That the sub-lessee shall also be liable to proportionately pay all charges, demands, levies etc. levied or demanded by competent authority in future.
4. All payments to the Lessee can be made either in Cash or in the form of Demand Draft/Pay Order drawn in favour of **Balram Singh Kasna** payable at Greater Noida.
5. The payment made by Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the sub-lease rent payable.

#### OCCUPANCY / FUNCTIONAL

6. That the sub-Lessee shall use the demised premises only for the purpose for which the same has been demised and no other purpose without the consent of the Lessor and subject to such terms and conditions as the Lessor may impose.
7. The Built-up space shall be used for at least 8 years exclusively for the purpose for which it has been sub-leased as per commercial use. After the expiry of this period the sub-Lessee shall have the option to converting it into general commercial use as shops / showrooms / eating points subject to the condition that the activities considered to be a public nuisance / hazard shall not be carried out. Any activity that creates noise pollution or air pollution shall not be allowed in the complex. It shall be responsibility of the sub-Lessee to obtain all statutory clearance from the

Lessor

  
Lessee

  
Sub Lessee

Authority concerned for functioning and Lessor and Lessee shall not be responsible for any consequences arising out of failure to do so.

### RATES, TAXES AND USER CHARGES FOR FACILITIES

8. The sub-Lessee shall be liable to pay all rates, local taxes, charges and assessment by whatever name called and user charges for every description in respect of the said Demised Premises assessed or imposed from time to time by the Lessor and Competent Authority / Government.

### MAINTENANCE

9. The sub-Lessee at his own expense will take permission for electricity from the concerned departments of the Lessor or from the competent authority in this regard and the sub lessee shall pay the monthly AC charges to lessee or the person Authorised as and when the central AC becomes operational if applicable.
10. That the sub-Lessee will keep the demised premises and common spaces :
- i) At all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor/Lessee.
  - ii) And the available facilities as well as surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.

Lessor

Lessee

Sub Lessee



11. That 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 the Uttar Pradesh Industrial Area Development Act, 1976 and rules made therein.

12. In case of non-compliance of these terms and conditions, and any Directions of the Lessor/Lessee, the Lessor shall have the right to impose such penalty as the CEO may consider just and / or expedient.

13. If the maintenance of any area is not found satisfactory according to the Lessor/Lessee, then the required maintenance work may be carried out by the Lessor/Lessee and the expenses incurred in carrying out such works will be borne by the sub-Lessee. The decision of the Lessor/Lessee will be final as regards to the expenses incurred in the maintenance work.

14. That the sub-Lessee shall not display or exhibit any posters, statues, and other articles, which are indecent or immoral.

15. The sub-Lessee shall display or exhibit any advertisement or placard in any part of the exterior wall of the building as per GNIDA bye laws.

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

Lessor

Lessee

Sub-Lessee

17. The Sub-Lessee may be, with the previous consent of the lessor, mortgage the Demised Premises to any Government recognised institution for raising loan 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 or charged Demised Premises the lessor shall be entitled to claim and recover such percentage, as decided by the lessor, of the unearned increase in the value of said Demised Premises as first charge, having priority over the said mortgage charge. The decision of the lessor in respect of the market value of the said Demised Premises shall be final and binding on all the parties concerned.

Provided further that lessor shall have preemptive right to purchase the mortgage or charged Demised Premises after deducting such percentage as decided by the lessor of the unearned increase as aforesaid.

The lessor's right to the recovery of the unearned increase and the preemptive right to purchase the Demised Premises as mentioned herein before shall apply equally to involuntary sale or transfer, be it by or through execution of decree of insolvency/court.

That the Lessee shall have first charge upon the demised premises for the amount of unpaid lease rent and interest thereon and other dues of the sub-Lease.

Lessor

  
Lessor

  
Sub-Lessee



...shall be subject to and the beneficiary thereof shall be bound by all the covenants and conditions in this deed and be answerable to the lessor and lessee in respect in the same manner as the original Sub-Lessee.

### TRANSFER OF DEMISED PREMISES

That the Sub-Lessee shall not be entitled to sell, transfer, assign or otherwise part with possession of the whole or any part of the Demised Premises without clearing the dues of the lessee, and without the previous consent of the Lessor. The Chief Executive Officer of the Lessor or any authorised officer may grant such permission as per prevailing policy of the lessor.

However, the Lessor reserves the right to reject any transfer application and/or may impose charges as per policy prevailing at the time of granting such permission of transfer.

21. Whenever the title of the Sub-Lessee in the demised premises is transferred in any manner what so ever the transferor and the transferee shall within one month of such transfer, give notice of such transfer in writing to the Lessor.
22. In the event of the death of the Sub-Lessee, the person on whom the title of the deceased devolves shall within three months of such devolution, give notice of such devolution to the Lessor.
23. The transferee or the person on whom the title devolves as the case may be shall supply to the Lessor certified copies of the documents evidencing the transfer for devolution.
24. If there shall be any breach of the clauses mentioned hereinabove and the breach is not remedied within a reasonable time even after a written notice to this effect, the

Lessor

*Shishu Kasa*  
Lessee

*Shishu Kasa*  
Sub Lessee

Lessor may determine this lease with penalties and consequences provided hereinafter.

### OTHER CLAUSES

24. That the Sub-Lessee shall not hold the Lessor responsible to make good the damage if any by fire, tempest, flood or violence or any move or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for the purposes for which it has been leased.
25. That the sub-Lessee shall keep the Lessor indemnified against all claims for damages, which may be caused, to any adjoining building or other premises in consequences of the execution of any work. The Lessor in this regard shall assess the damages.
26. That Lessor and the Lessee may require the successor in the interest of the Sub-Lessee to abide by and faithfully carryout the terms, conditions, stipulation and agreements herein contained.

### **III. AND IT IS HEREBY FURTHER DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:**

- A. Upon the happening of any one or more of the under mentioned contingencies.
1. If the sub-Lessee or any other person(s) claiming through or under such Sub-Lessee commits breach of any of the covenants or conditions contained in this Deed and such breach is not remedied following receipt of a written notice from the lessor specifying the nature of breach and providing the Lessee reasonable opportunity to remedy the breach.

Lessor

*Harish K...*  
Lessee

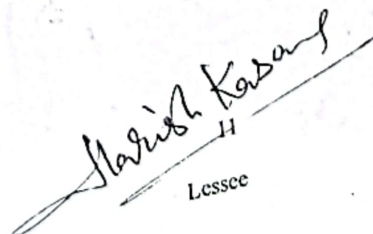
*...*  
Sub Lessee

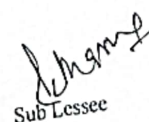


2. If the Sub-Lessee or any other person(s) claiming through or under such Sub-Lessee fails and / or neglects to observe punctuality and / or perform any of their / its / his / her obligations stipulated under this Deed.
3. If the Sub-Lessee or any other person(s) claiming through or under such Sub-Lessee whether actually or purportedly transfers, creates, alienates, extinguishes, relinquishes, mortgages, or assigns the whole or any part of his right, title or interest whether in whole or any part thereof, except in the manner stipulated in this sub-Lease Deed.
4. If the sub-Lessee is adjudged insolvent under any law by any Court of Law.
5. In the event of discovery of the fact that the Sub-Lessee has furnished false and / or incorrect information / fact or concealed relevant and / or material information / facts and obtained allotment as a result thereof.
6. In the event of non-observance / non-compliance or any of the terms stipulated in this Deed.

It shall be lawful for the lessor without prejudice to any other legal rights or remedies available under the law, to re-enter the demised premises or any part thereof and thereafter this Sub-lease shall stand determined. In the event of such determination following consequences shall follow:

Lessor

  
Lessee

  
Sub Lessee

- i) If at the time of re-entry, the demised premises are not occupied by the Sub-Lessee, the lessee may forfeit the whole or part consideration paid by the sub-lessee and the lessee will have the right to sell that premises to any other person. However the lessee will have to give a notice in writing to the sub-lessee requiring him to show cause within a reasonable time.
- ii) Any losses suffered by the Lessor and Lessee on fresh grant of the demised premises for breaches of conditions aforesaid on the part of Sub-Lessee or any person claiming through or under him shall be recoverable by the Lessor from the Sub-Lessee.
- B) The Lessor shall be entitled to recover all dues payable to it under the agreement from the Sub-Lessee as arrears of the land revenue without prejudice to other rights under any other law for the time being in force.
- C) That the Chief Executive Officer of the Lessor or any person or persons authorised by him in that behalf in writing shall have access to and the implied right and authority to enter upon the demised premises for being satisfied that the covenants and conditions contained herein have been and are being complied with properly and substantially.
- D) All notices, orders and other documents required under the terms of Sub-lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) and / or any rules or regulations made or directions issued thereunder shall be deemed to be duly served as provided under the Section 43 of the Uttar Pradesh Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act, 1974 (U.P. Act No.30 of 1974). The Chief Executive

Lessor

*Harish K...*  
Lessee

*Sh...*  
Sub-Lessee

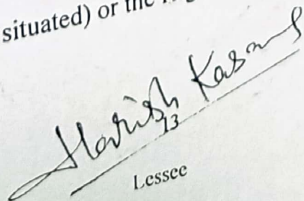


Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.

All powers exercisable by the Lessor under the lease may be exercised by the Chief Executive Officer of the Lessor. The Lessor may also authorise any of its other officers to exercise all or any of the powers exercisable by it under this Sub-lease.

PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the function similar to those of Chief Executive Officer.

- F) The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Sub-Lessee, who will also pay the stamp duty of transfer of immovable property levied, or any other duty or charge that may be levied by any Authority empowered in this behalf.
- G) In case of any clarification or interpretation regarding these terms and conditions the decision of Chief Executive Officer of the Authority shall be final and binding on the Sub-Lessee.
- H) Any relaxation, concession or indulgence granted by the Lessor to the Sub-Lessee shall not in any way prejudice the legal rights of the Lessor.
- I) In the event of any dispute with regard to the terms and conditions of the lease deed the same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of Judicature at Allahabad.

  
Lessee

  
Sub Lessee

Lessor

J) The enforceability, invalidity, or illegality of any revision in the Lease Deed shall not cause any of the other provisions of this Lease Deed to be unenforceable, invalid or illegal.

K) The Sub-Lessee shall also abide by and bound by all the terms and conditions of the Lease Deed executed by the Lessor in favour of the Lessee.

IN WITNESSESS WHEREOF THE PARTIES have set their hands on the day and in the year first hereinabove written.

Witness

Address

Witness

Address

For and on behalf of the Lessor

For and on behalf of the Lessee

For and on behalf of the Sub-Lessee

Lessor

14  
Lessee

Sub Lessee