



Mailbox of vikasbhasin@sayahomes.in

Subject: SAYA PERMISSION to SUBLEASE AND PAYMENT PLAN

From: raghav@gaursonsindia.com on Wed, 19 Feb 2014 20:42:51

To: vikasbhasin@sayahomes.in

Cc: raghavbunty@gmail.com

3 attachment(s) - SAYA permission pg1.jpg (285.28KB) , SAYA Permission pg2.jpg (113.87KB) , SAYA PAYMENT PLAN Schedule.jpg (378.09KB)

DEAR SIR,

GREETINGS OF THE DAY!

KINDLY FIND THE ATTACHED PERMISSION FROM GNIDA FOR SUBLEASE DEED AND PAYMENT PLAN ALSO ATTACHED .
EVEN UR NXT INSTALLMENT IS DUE ON 19.03.14 .

THANKS ND RGDS
S.RAGHAV!!!!



ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण

169, बिलवन एस्टेट, सीक्टर-गम्प, ग्रेटर नौएडा सिटी
जिला- गौतम बुद्ध नगर उ.प्र.

पत्रांक- गेनो/बिल्डर्स/2014/741
दिनांक 27 जनवरी, 2014

सेवा में

M/s. Gaursons Hi-Tech Infrastructure (P) Ltd.
D-25, Vivek Vihar,
Delhi-110095

M/s. Saya Buildcon Consortium Pvt. Ltd.
B-7/45, Safdarjung Enclave Extn.
New Delhi-110029

विषय उप-विभाजित भूखण्ड संख्या- GC-6/II, स्थित GH-01, सेक्टर-04, क्षेत्रफल 20947 वर्ग मीटर की सब-लीजडीड कराये जाने की अनुमति के संबंध में।

महोदय,

कृपया अपने पत्र दिनांक 13.12.2013 का संदर्भ लें, जिसके द्वारा आपने आवंटित बिल्डर्स आवासीय टाउनशिप भूखण्ड संख्या- जीएच-04, सेक्टर-04, कुल लीज्ड क्षेत्रफल 503216 वर्ग मीटर में से एक भूखण्ड संख्या- GC-6/II, क्षेत्रफल 20947 वर्ग मीटर की M/s. Saya Buildcon Consortium Pvt. Ltd. के पक्ष में सबलीजडीड करने का अनुरोध किया है।

उपरोक्त के क्रम में मुख्य कार्यपालक अधिकारी महोदय के अनुमोदन दिनांक 23.01.2014 के क्रम में आपको उक्त उप-विभाजित भूखण्ड की विपक्षीय सबलीजडीड M/s. Saya Buildcon Consortium Pvt. Ltd. के पक्ष में कराये जाने की अनुमति इस शर्त के साथ प्रदान की जाती है, कि सबलीजडीड कराये जाने से पूर्व आपको बंधक एजेसी की एन.ओ.सी. प्रस्तुत करनी होगी।

कृपया सबलीजडीड निष्पादन हेतु निम्नलिखित औपचारिकताओं की पूर्ति करने का कष्ट करें -

1. मूल आवंटों द्वारा उप-विभाजित भूखण्ड की प्रीमियम की वर्तमान तक बकाया देय किस्तों/वार्षिक लीजरेट का भुगतान कर दिया गया है। आगामी अनुपातिक देय किस्तों का भुगतान सह-आवटी M/s. Saya Buildcon Consortium Pvt. Ltd. को संलग्न चेक प्लान के अनुसार निर्धारित तिथियों पर करना होगा।
2. सह-आवटी को आगामी वार्षिक लीजरेट (वित्तीय वर्ष 2014-15 हेतु) कुल कीमत का 01 प्रतिशत की दर से दिनांक 31.03.2014 से पूर्व भुगतान करना होगा।
3. उप-निबंधक कार्यालय, ग्रेटर नौएडा, गौतमबुद्धनगर के निर्देशानुसार देय स्टाम्प हवूटी का भुगतान करके स्टाम्प पेपर क्रय करने होंगे तथा उप-निबंधक कार्यालय में देय निबंधन शुल्क का भुगतान करना होगा।
4. सह आवटी कंपनी द्वारा कंपनी के मेमोरेण्डम एंड आर्टिकल्स आफ एसोसिएशन की प्रति, डाइरेक्टर्स/अध्यायकों की सीओएओ द्वारा सत्यापित सूची प्रस्तुत करनी होगी।
5. आवटी/सह आवटी को सबलीजडीड निष्पादन हेतु अधिकृत व्यक्ति के पक्ष में बोर्ड रिजोल्यूशन की प्रति प्रस्तुत करनी होगी।

4

- 6 आवंटी/राह आवंटी कंपनी के अधिकृत व्यक्ति के दो सत्यापित नमूना हस्ताक्षर एवं 5 सत्यापित फोटो प्रस्तुत करनी होंगी।
- 7 दो गवाह सबलीजडीड निष्पादन हेतु उपस्थित होने आवश्यक हैं।
- 8 सब-लीजडीड के अनुमोदित प्रारूप पर निष्पादित करानी होगी।

कृपया उपरोक्तानुसार औपचारिकताओं की पूर्ति करते हुए किसी भी कार्यदिवस में सबलीजडीड निष्पादित कराया जाना सुनिश्चित करें।

भवदीय,


संलग्नक- उपरोक्तानुसार।


(विवेक गौयल)
प्रबंधक (वित्त/स)

REVISED PAYMENT PLAN

Name of allottee	M/s. SAYA BUILDCON PVT. LTD.					
Plot No./Sector	GC-2/II, Situated at GH-01, Sector-04, Greater Noida					
Area	20947 sq mtr					
Allotment Rate (Rs.)	7972 per sq. mtr					
Total premium	166989484					
Amount already Paid upto allotment money	16698948					
Balance Premium	150290536.00					
Revised payment plan being issued vide approval of board meeting dt. 27.05.2013						
Balance 90% Premium (Proportionate)					150290536.00	
Instalment	Due date	Revised Due Date	Payable Premium	Payable Interest	Total payable instalment	Balance premium
Instalment No. 1 (Paid)	19.09.2010	No Change	0	9017432	9017432	150290536.00
Instalment No. 2 (Paid)	19.03.2011	No Change	0	9017432	9017432	150290536.00
Instalment No. 3 (Paid)	19.09.2011	No Change	0	9017432	9017432	150290536.00
Instalment No. 4 (Paid)	19.03.2012	No Change	0	9017432	9017432	150290536.00
REVISED DUE DATE OF INSTALLMENT (DUE AFTER ZERO PERIOD)						
Instalment No. 5 (Paid)	19.09.2012	19.03.2013	9393159	9017432	18410591	140897377.00
Instalment No. 6 (Paid)	19.03.2013	19.09.2013	9393159	8453643	17847002	131504218.00
Instalment No. 7	19.09.2013	19.03.2014	9393159	7560253	17263412	122111069.00
Instalment No. 8	19.03.2014	19.09.2014	9393159	7326854	18719623	112717600.00
Instalment No. 9	19.09.2014	19.03.2015	9393159	6763074	18156233	103324741.00
Instalment No. 10	19.03.2015	19.09.2015	9393159	6199484	1592643	93931582.00
Instalment No. 11	19.09.2015	19.03.2016	9393159	5635895	15029054	84538423.00
Instalment No. 12	19.03.2016	19.09.2016	9393159	5072305	14465454	75145264.00
Instalment No. 13	19.09.2016	19.03.2017	9393159	4508716	13901875	65752105.00
Instalment No. 14	19.03.2017	19.09.2017	9393159	3945126	13338285	56358946.00
Instalment No. 15	19.09.2017	19.03.2018	9393159	3381537	12774696	46965787.00
Instalment No. 16	19.03.2018	19.09.2018	9393159	2817947	12211106	37572628.00
Instalment No. 17	19.09.2018	19.03.2019	9393159	2254358	11647517	28179469.00
Instalment No. 18	19.03.2019	19.09.2019	9393159	1690768	11083927	18786310.00
Instalment No. 19	19.09.2019	19.03.2020	9393159	1127179	10520338	9393151.00
Instalment No. 20	19.03.2020	19.09.2020	9393159	563589	9956748	0.00

Note- In case the stipulated amount has been deposited then the same shall be adjusted accordingly


Manager (Builders)



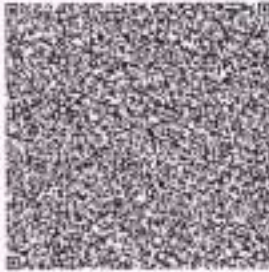
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh



e-Stamp

Certificate No.	: IN-UP00426986196357M
Certificate Issued Date	: 20-Jun-2014 12:55 PM
Account Reference	: NONACC (BK)/ upbobbk02/ INDIRAPURAM/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPBOBBK0200506055966158M
Purchased by	: SAYA BUILDCON CONSORTIUM PRIVATE LIMITED
Description of Document	: Article 23 Conveyance
Property Description	: PLOT NO. GC-06/II, GH-01, SECTOR- 4 GREATER NOIDA
Consideration Price (Rs.)	: 58,85,16,000 (Fifty Eight Crore Sixty Five Lakh Sixteen Thousand only)
First Party	: GNIDA AND GAURSONS HITECH INFRASTRUCTURES P LTD
Second Party	: SAYA BUILDCON CONSORTIUM PRIVATE LIMITED
Stamp Duty Paid By	: SAYA BUILDCON CONSORTIUM PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 2,93,26,000 (Two Crore Ninety Three Lakh Twenty Six Thousand only)



.....Please write or type below this line.....

[Signature]
Manager (Builders)
Greater Noida Indl. Dev. Authority

For Gaursons Hi-Tech Infrastructure (P) Ltd.

For Saya Buildcon Consortium Pvt. Ltd.
[Signature]
Director

[Signature]

YL 0000030220

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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.



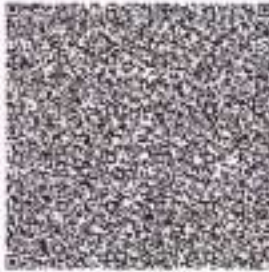
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP00431300116543M
 Certificate Issued Date : 23-Jun-2014 03:51 PM
 Account Reference : NONACC (BK)/ upbobbk02/ NOIDA2/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUPBOBBK0200513331182761M
 Purchased by : SAYA BUILDCON CONSORTIUM PVT LTD
 Description of Document : Article 23 Conveyance
 Property Description : PLOT NO. GC-06/II, GH-01, SECTOR-4, GREATER NOIDA
 Consideration Price (Rs.) : 61,58,41,800
 (Sixty One Crore Filty Eight Lakh Forty One Thousand Eight Hundred only)
 First Party : GNIDA AND GAURSONS HITECH INFRASTRUCTURES P LTD
 Second Party : SAYA BUILDCON CONSORTIUM PVT LTD
 Stamp Duty Paid By : SAYA BUILDCON CONSORTIUM PVT LTD
 Stamp Duty Amount(Rs.) : 14,66,300
 (Fourteen Lakh Sixty Six Thousand Three Hundred only)



.....Please write or type below this line.....

Manager (Builders)
Greater Noida Indl. Dev. Authority

For Gaursons Hi-Tech Infrastructure (P) Ltd.

For Saya Buildcon Consortium Pvt. Ltd.

Director

YL 0000039971

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3. In case of any discrepancy please inform the Competent Authority.

SUB LEASE DEED

MARKET VALUE	Rs. 61,58,41,800/-
AREA OF PLOT	20947 sq.mtr.
SALE CONSIDERATION	Rs. 16,69,89,484/-
PLOT NO. :	GC-06/II at GH-01, Sector-04, Greater Noida
STAMP DUTY	3,07,92,100/-

THIS SUB LEASE DEED is made at Greater Noida on this 23rd day of June, 2014.

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 **AUTHORITY/Lessor**) which expression shall unless the context does not so admit include its successors and assigns of the **FIRST PART**

AND

M/s. GAURSONS HI-TECH INFRASTRUCTURE PRIVATE LIMITED a Company duly incorporated under the Companies Act, 1956 and having its Registered Office at D-25 , Vivek Vihar Delhi-95 through its Authorized Signatory Mr. S. RAGHAV S/o Sh. L.S.Raghav duly authorized by the Board of Directors vide resolution dated 09.12.2013, (hereinafter referred to as the "Lessee" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors, liquidators and assigns) of the **Second Part**.

AND

M/s. SAYA BUILDCON CONSORTIUM PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at B-7/45, Safdarjung Enclave Extension, New Delhi-110029 through its authorised signatory Sh. Vikas Bhasin S/o. Late Sh. Ramesh Bhasin R/o. KA-59, IInd Floor, Kaushambi, Ghaziabad, U.P.-201010 duly authorised by its Board of Directors vide Resolution dated 16.06.2014 (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 RTS-01/2010 (I) for allotment of various plots, including **Plot No. GH-01, Sector-04**, Greater Noida District Gautam Budh Nagar (Uttar Pradesh) for development of Residential Township. The permissible uses in this Residential Township are Group Housing, Commercial, Institutional and Parks, Open spaces, Play ground, Roads and Public Parking.

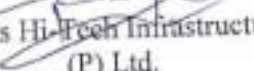

 Manager (Builders)
 Greater Noida Ind. Dev. Authority
 GNIDA
 LESSOR

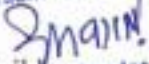

 Gaursons Hi-Tech Infrastructure
 (P) Ltd.
 LESSEE


 For Saya Buildcon Consortium Pvt. Ltd.
 Saya Buildcon
 Consortium Pvt. Ltd.
 SUB-LESSEE

- b) The Lessee herein was the successful bidder for **Plot No. GH-01, Sector-04, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh** admeasuring 483245 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 05.05.2010 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in Book No. 01 Jild No.6110, Page No. 371 to 400, Sl. No. 8016 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 –
- The lease deed and bid document further provides that the 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.
 - The Lessee have the option to sub-lease a maximum 70 per cent of the land earmarked for 'residential', 'institutional & facilities' and 'commercial' area.
 - 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. GC-06/II of GH-01, Sector-04, Greater Noida** admeasuring **20,947 square meter** 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 20.05.2013. 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 Residential Township plot, Lessee has further allotted Group Housing **Plot No.GC-06/II at GH-01,**


 Manager (Builders)
 GNIDA
 LESSOR


 Garsons Hi-Tech Infrastructure
 (P) Ltd.
 LESSEE


 For Saya Buildcon Consortium Pvt. Ltd.
 Smanin
 Saya Buildcon Consortium Pvt. Ltd.
 SUB-LESSEE

Sector 04, Area 20,947 square metres (hereinafter referred as allotted/ sub leased plot) in the Project namely **GAUR CITY** being developed by the Lessee to **M/s. SAYA BUILDCON CONSORTIUM PRIVATE LIMITED** (Sub-Lessee) a company incorporated under the companies act 1956 having its registered office at B-7/45, Safdarjung Enclave Extension, New Delhi-110029 sub lease of 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. 1,66,98,948/-** premium and annual lease rent (till 31.03.2015) directly to the Lessee/Lessor. The sub-lessee shall have to pay balance 90% premium @ Rs.7972/- per square metre within 10 years from the date of allotment to Lessee along with interest 12% interest. 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.
8. The total consideration of the plot is **Rs. 16,69,89,484/-** (Rupees Sixteen Crore Sixty Nine Lac Eighty Nine Thousand Four Hundred Eighty Four only) i.e. @ Rs.7972/- per square metre.
9. The sub-lessee shall have to pay balance 90% premium i.e. Rs. 7972/- per square metre of the plot/sub-leased directly to the Lessor/Authority in the following manner:-

Manager (Builders)
GNIDA
LESSOR

Gaursons Hi-Tech Infrastructure
(P) Ltd.
LESSEE

For Saya Buildcon Consortium Pvt. Ltd.
SAYA
Saya Buildcon
Consortium Pvt. Ltd.
SUB-LESSEE
Director

<u>Instalment</u>	<u>Due date</u>	<u>Revised Due Date</u>	<u>Payable Premium</u>	<u>Payable Interest</u>	<u>Total payable instalment</u>	<u>Balance premium</u>
Instalment No.1 (Paid)	19.09.2010	No Change	0	9017432	9017432	150290536.00
Instalment No.2 (Paid)	19.03.2011	No Change	0	9017432	9017432	150290536.00
Instalment No.3 (Paid)	19.09.2011	No Change	0	9017432	9017432	150290536.00
Instalment No.4 (Paid)	19.03.2012	No Change	0	9017432	9017432	150290536.00
REVISED DUE DATE OF INSTALLMENT (DUE AFTER ZERO PERIOD)						
Instalment No.5 (Paid)	19.09.2012	19.03.2013	9393159	9017432	18410591	140897377.00
Instalment No.6 (Paid)	19.03.2013	19.09.2013	9393159	8453843	17847002	131504218.00
Instalment No.7 (Paid)	19.09.2013	19.03.2014	9393159	7890253	17283412	122111059.00
Instalment No.8	19.03.2014	19.09.2014	9393159	7326664	16719823	112717900.00
Instalment No.9	19.09.2014	19.03.2015	9393159	6763074	16156233	103324741.00
Instalment No.10	19.03.2015	19.09.2015	9393159	6199484	15592643	93931582.00
Instalment No.11	19.09.2015	19.03.2016	9393159	5635895	15029054	84538423.00
Instalment No.12	19.03.2016	19.09.2016	9393159	5072305	14465464	75145264.00
Instalment No.13	19.09.2016	19.03.2017	9393159	4508716	13901875	65752105.00
Instalment No.14	19.03.2017	19.09.2017	9393159	3945126	13338285	56358946.00
Instalment No.15	19.09.2017	19.03.2018	9393159	3381537	12774696	46965787.00
Instalment No.16	19.03.2018	19.09.2018	9393159	2817947	12211106	37572628.00
Instalment No.17	19.09.2018	19.03.2019	9393159	2254358	11647517	28179469.00
Instalment No.18	19.03.2019	19.09.2019	9393159	1690768	11083927	18786310.00
Instalment No.19	19.09.2019	19.03.2020	9393159	1127179	10520338	9393151.00
Instalment No.20	19.03.2020	19.09.2020	9393159	563589	9956748	0.00

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

B. EXTENSION OF TIME

1. In exceptional circumstances, the time for the payment of balance due amount may be extended by the LESSOR.
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 instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.


 Manager (Builders)
 GNIDA
 LESSOR


 Aursons HI-Tech Infrastructure
 (P) Ltd.
 LESSEE

For Saya Buildcon Consortium Pvt. Ltd.

 Director
 Saya Buildcon
 Consortium Pvt. Ltd.
 SUB-LESSEE

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. 05-05-2010.

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 Annual lease rent @ 1% of total premium to the Lessee/Lessor. The lease rent will be payable by the Sub-lessee to the Lessor @ 1.00 % of premium of the plot i.e. **Rs. 16,69,895/-** (Rupees Sixteen Lac Sixty Nine Lac Eight Hundred Ninety Five only) 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 allotted/ 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, implementation of the project and compliance of terms and conditions of scheme/ lease deed.

E. EXECUTION OF SUB LEASE DEED

The sub-lessee will have to construct on its sub-leased plot of the total permissible FAR in the group housing area. The permissible FAR is 2.75, ground coverage 35% and height no limits. After getting the completion certificate and No Dues Certificate/ Full payment from the lessor of this sub-leased plot, permission to further sublease deed in favour of final purchaser of the units / flats

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SUB-LESSEE

constructed will be given. Permission to further execute tripartite sub lease deed among Lessor, Sub-lessee and final purchaser's of the flats to be constructed, will be granted only after full payment of premium and one time lease rent of this sub-leased plot in favour of lessor by the sub-lessee.

F. INDEMNITY

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

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 be 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. IMPLEMENTATION OF PROJECT

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 18 months.
2. The 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 sub-lessee as per approved sanctioned plans and get the occupancy certificate issued from Building Cell (Planning Department) of the LESSOR in maximum 7 phases within a period of 10 years from the date of execution of lease deed. The sub-lessee shall be required to complete the construction of minimum 15 per cent of the total F.A.R. of the allotted plot as per approved sanctioned plans.
3. All the peripheral/ external development works as may be required to be carried out up to the allotted/sub leased 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. All the internal development as well as construction works within the plot allotted/sub leased to sub-lessee shall be carried out by the sub-lessee.
4. Without prejudice to the LESSOR's 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:


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 SUB-LESSEE
 Director

- 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, the sub-lease deed 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 Sub-lessee to decide the size of the built up space within the frame work of LESSOR Building Bye-laws.

H. MORTGAGE

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

The Sub-lessee will submit the following documents:

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

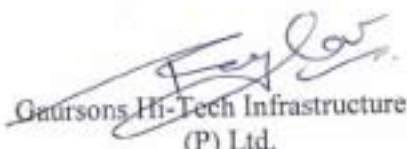
LESSOR shall have first charge on the plot towards payment of all dues of LESSOR.

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

The Authority's right to the recovery of the unearned increase and the preemptive 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.

I. MISUSE, ADDITIONS, ALTERATIONS ETC.


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SUB-LESSEE
Director

In case of violation of any of the conditions, sub-lease deed 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 sub leased 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 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.


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 GNIDA
 LESSOR


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 (P) Ltd.
 LESSEE

For Saya Buildcon Consortium Pvt. Ltd.
 Saya Buildcon
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 SUB-LESSEE

 Director


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

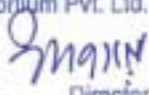
In addition to the other specific clauses relating to cancellation, the LESSOR, as the case may be, will be free to exercise its right of cancellation of sub-Lease in the case of:

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)
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 LESSEE


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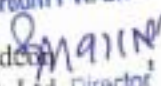

 Saya Buildcon
 Consortium Pvt. Ltd.
 SUB-LESSEE

N. OTHER CLAUSES

1. The allotment of land by LESSOR shall be on lease basis, however, in future it can be converted in free hold as per the terms and conditions specified by LESSOR.
2. Multiple renting shall be admissible to the Lessee/sub-lessee and for the sub-sub-lessee.
3. The Authority/ 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 Authority's control, the Authority is unable to make allotment, deliver possession of the whole or part of the land to the allottee or facilitate the Lessee/sub-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 allottee, will be refunded to the allottee without interest.
6. If the sub-lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Authority to ask the 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.
7. Any dispute between the Authority and 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 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.
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 Sub-lessee/s of the Lessee shall be liable to pay all taxes/ charges/lease rent 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 Sub-lease liable for cancellation and the Sub-lessee will not be paid any compensation thereof.
12. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
13. All arrears due to the Lessor would be recoverable as arrears of land revenue.
14. 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.
15. The LESSOR in larger public interest may take back the possession of the land/ building by making payment at the prevailing rate.
16. The 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 sub-lessee, the deposit, if any, made by the sub-lessee against


 Manager (Builders)
 GNIDA
 LESSOR


 Gaursons Hi-Tech Infrastructure
 (P) Ltd.
 LESSEE

For Saya Buildcon Consortium Pvt. Ltd.

 Saya Buildcon
 Consortium Pvt. Ltd. Director
 SUB-LESSEE

that portion of the land of which possession could not be delivered to the sub-lessee by the LESSOR.

Schedule of Plot

Group Housing Plot No. GC-06/II at GH-01, Sector-04, Greater Noida measuring 20,947 square meters in the Distt. Gautam Budh Nagar (U.P) alongwith undivided, impartibly, unidentieid lease hold rights in the portion of the said plot as per the enclosed plan and bounded as follows:-

East:
West: As per Plan Attached
South:
North:

In witnesses whereof the parties have hereunto set their hands on the day, month and the year first above written.

In presence of
Witnesses

1.

M Sharma
MANMOHAN SHARMA
S/O Late Sh. B.A. Sharma
M.No. 367, Sector-5
Vasundhara - Ghaziabad

2.

Sub
Signed for and on behalf of LESSOR
Greater Noida Incl. Dev. Authority
For Gaursons Hi-Tech Infrastructure (P) Ltd.

Rajeev
Signed for and on behalf of LESSEE
Authorised Signatory

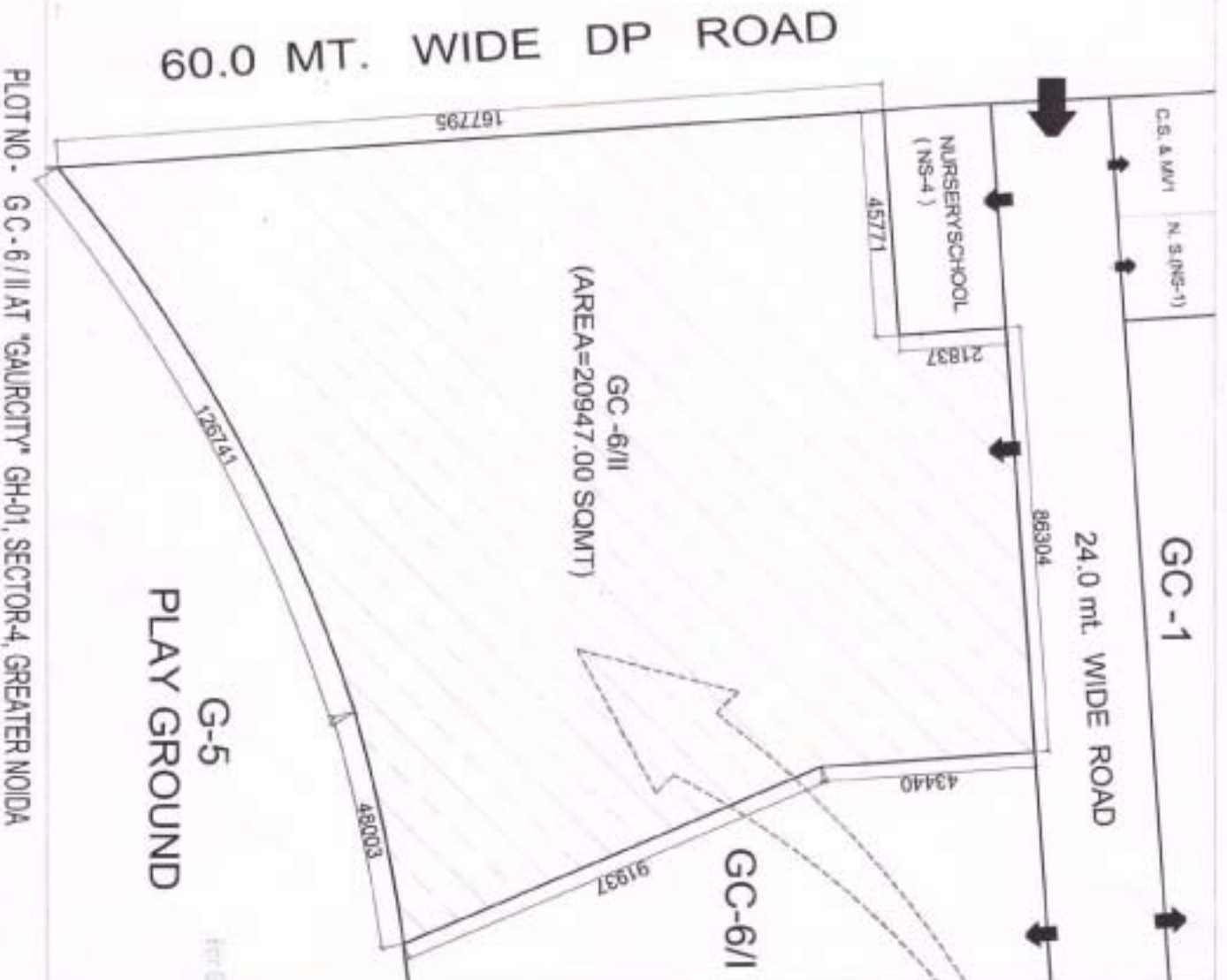
For Saya Buildcon Consortium Pvt. Ltd.

Shanid
Signed for and on behalf of SUB-LESSEE
Director

Sub
Manager (Builders)
GNIDA
LESSOR

Rajeev
Gaursons Hi-Tech Infrastructure
(P) Ltd.
LESSEE

For Saya Buildcon Consortium Pvt. Ltd.
Shanid
Director
Saya Buildcon
Consortium Pvt. Ltd.
SUB-LESSEE



PLOT NO - GC-6/III AT 'GAURCITY' GH-01, SECTOR-4, GREATER NOIDA

G-5
PLAY GROUND

GC-6/II
(AREA=20947.00 SQMT)

GC-6/I

GC-1

24.0 mt. WIDE ROAD

60.0 MT. WIDE DP ROAD



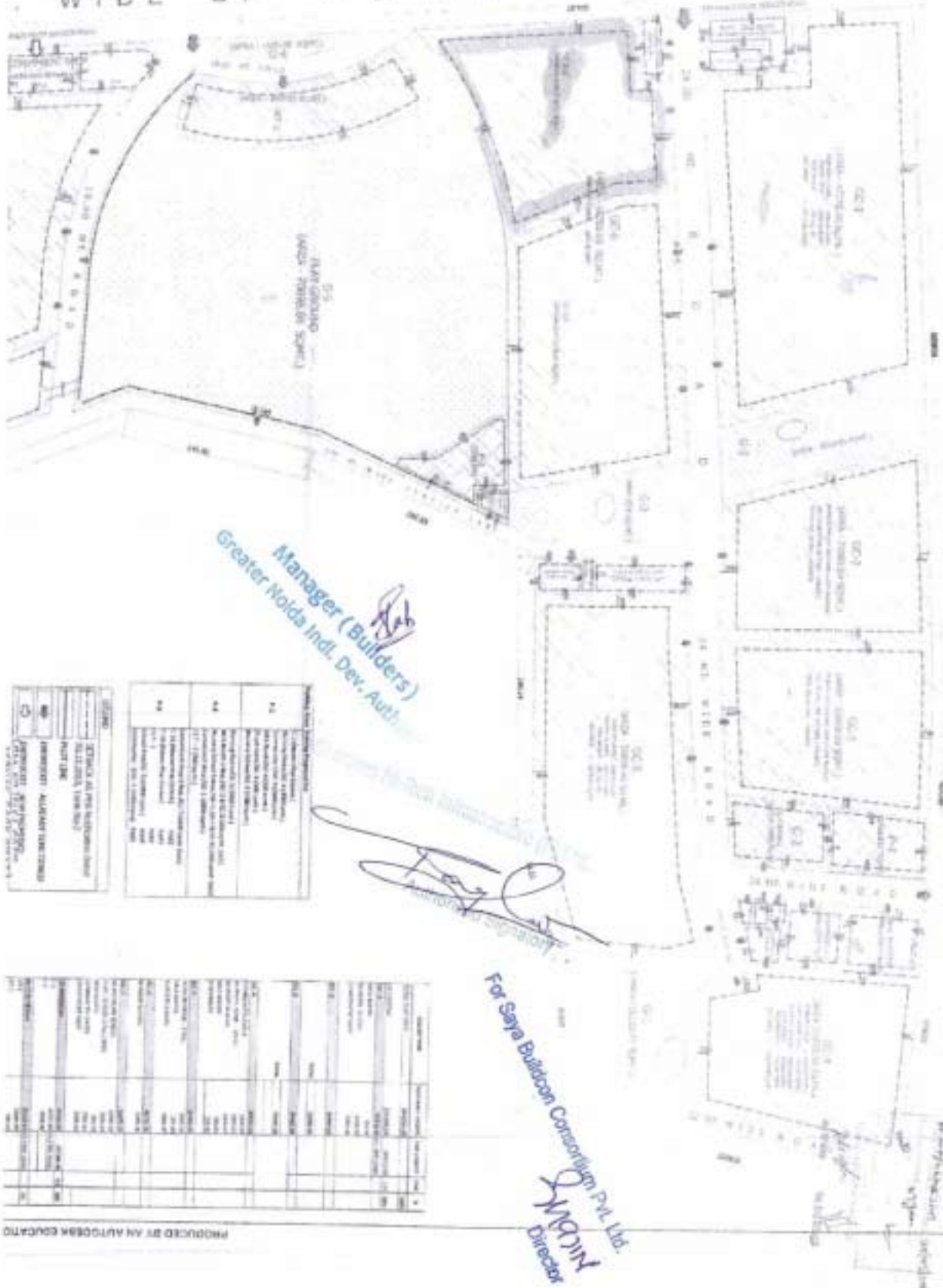
KEY PLAN



<p>DRW. TITLE :- LEASE PLAN</p>	
<p>LESSOR: anuger (Builders) Greater Noida Indl. Dev. Authority for Greater Noida Infrastructure (P) Ltd.</p>	
<p>LESSOR: anuger (Builders) Greater Noida Indl. Dev. Authority for Greater Noida Infrastructure (P) Ltd.</p>	
<p>LESSOR: anuger (Builders) Greater Noida Indl. Dev. Authority for Greater Noida Infrastructure (P) Ltd.</p>	<p>ARCHITECT SIGN <i>[Signature]</i></p>
<p>LESSEE <i>[Signature]</i> Edu. Socy. Builders Consortium Pvt. Ltd. Plot No. 11, Sector-4, Greater Noida</p>	<p>ARCHITECT SIGN <i>[Signature]</i> ARCHITECT M. K. JAIN Director</p>

W I D E D P R O A D

60 MT W I D E R O A D



Manager (Builders)

 Greater Noida Ind. Dev. Auth.

Sl. No.	Description	Remarks
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3
4

Sl. No.	Description	Remarks
1
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For Sanya Builders Consortium Pvt. Ltd.

 Director

SB



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

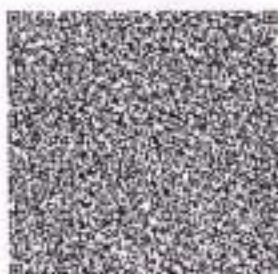


e-Stamp

D-19919/14

CERTIFICATE LOCKED

Certificate No.	: IN-UP00426986196357M
Certificate Issued Date	: 20-Jun-2014 12:55 PM
Account Reference	: NONACC (BK)/ upbobbk02/ INDIRAPURAM/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPBOBBK0200506055966158M
Purchased by	: SAYA BUILDCON CONSORTIUM PRIVATE LIMITED
Description of Document	: Article 23 Conveyance
Property Description	: PLOT NO. GC-06/II, GH-01, SECTOR- 4 GREATER NOIDA
Consideration Price (Rs.)	: 58,65,16,000 (Fifty Eight Crore Sixty Five Lakh Sixteen Thousand only)
First Party	: GNIDA AND GAURSONS HITECH INFRASTRUCTURES P LTD
Second Party	: SAYA BUILDCON CONSORTIUM PRIVATE LIMITED
Stamp Duty Paid By	: SAYA BUILDCON CONSORTIUM PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 2,93,26,000 (Two Crore Ninety Three Lakh Twenty Six Thousand only)



Pls

ine



Manager (Builder)
Greater Noida Ind. Dist.

For Saya Buildcon Consortium Pvt. Ltd.
MANN
Director

0000030220

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoestamp.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.

that portion of the land of which possession could not be delivered to the sub-lessee by the LESSOR.

Schedule of Plot

Group Housing Plot No. GC-06/II at GH-01, Sector-04, Greater Noida measuring 20,947 square meters in the Distt. Gautam Budh Nagar (U.P) alongwith undivided, impartibly, unidentieid lease hold rights in the portion of the said plot as per the enclosed plan and bounded as follows:-

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In witnesses whereof the parties have hereunto set their hands on the day, month and the year first above written.

In presence of
Witnesses

1.

M Sharma

MANMOHAN SHARMA
s/o Late Sh. B.R. Sharma
H.No-367, Sector-5,
Vasundhara - Ghaziabad.

Signed for and on behalf of LESSOR

Manager (Builders)

Greater Noida Indl. Dev. Authority

2.

Dilip

Dilip Kumar S/o Torke
Prasad H-168-kana-2
Gz. Noida

Signed for and on behalf of LESSEE

Authorised Signatory

For Saya Buildcon Consortium Pvt. Ltd.

Signed for and on behalf of SUB-LESSEE

Director

Greater Noida Indl. Dev. Authority

Manager (Builders)
GNIDA
LESSOR

Gairsons Hi-Tech Infrastructure
(P) Ltd.
LESSEE

For Saya Buildcon Consortium Pvt. Ltd.

Saya Buildcon
Consortium Pvt. Ltd.
SUB-LESSEE

Director



615,841,800.00

उप पट्टा विलेख

(90 वर्ष)

10,000.00

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2,500

प्रतिफल

मालियत

ओरत वार्षिक किराया

फीस रजिस्ट्री

भक्त व प्रति शुल्क

योग

शब्द लगभग

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पुत्र श्री

स्व0रमेश भरीन

Shanin



व्यवसाय नौकरी

निवासी स्थायी

बी-7/45 सफदरजंग एन्कलेव एक्स0 नई दिल्ली

अस्थायी पता

बी-7/45 सफदरजंग एन्कलेव एक्स0 नई दिल्ली

वे यह लेखपत्र इन कार्यालय में

दिनांक 24/6/2014

समय 1:38PM

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

करने निबन्धन हेतु पेश किया।

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

24/6/2014

विषयादन लेखपत्र वाद सुनने व समझने नजमुन व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता

Shanin

पट्टा गृहीता

श्री संजीव कुमार शर्मा

प्रतिनिधि से0नी0अ0वि0प्रा0द्वारा स्नेहलता

(प्र0स0)

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी



मै0 साया बिल्डकोन कंसॉल्टियम प्रा0लि0 द्वारा विकास भरीन

पुत्र श्री स्व0रमेश भरीन

पेशा नौकरी

निवासी बी-7/45 सफदरजंग एन्कलेव एक्स0 नई दिल्ली

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पेशा नौकरी

निवासी डी-25 थियेक विहार दिल्ली-95



Sharma

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री मनमोहन शर्मा

पुत्र श्री स्व0बी0आर0शर्मा

पेशा

निवासी मकान नं0-367 सै0-5 वसुन्धरा गाजियाबाद

य श्री दिलीप कुमार

पुत्र श्री तारक प्रसाद

D.K.P.

पेशा

निवासी एच-168 गाम्हा-2 ग्रेटर नोएडा

ने की।

प्रत्यक्ष भाद साक्षियों के निशान अंगूठे नियमानुसार लिखे गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर
24/6/2014

पट्टा दाता

Registration No.: 19919

Year : 2014

Book No. : 1

0101 संजीव कुमार शर्मा प्रतिनिधि प्रेसिडेंट द्वारा स्नेहलता

चेटर नोएडा
नौकरी



0102 श्री गौड़संस हार्ड-टैक इन्फ्रास्ट्रक्चर द्वारा एसआरघव

एलएसआरघव
डी-25 विवेक विहार दिल्ली-95
नौकरी



पट्टा गृहीता

Registration No. : 19919

Year : 2,014

Book No. : 1

0201 मे० साया बिल्डकोन कंसल्टियम प्रा०लि० द्वारा विकास भसीन
इव०रमेस भसीन
बी-7/45 सफदरजंग एन्कलेव एक्स० नई दिल्ली
नौकरी



आज दिनांक 24/06/2014 को
बही सं. 1 जिल्द सं. 16211
पृष्ठ सं. 51 से 80 पर क्रमांक 19919
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर
गौतमबुद्धनगर
24/6/2014