भारतीय गैर न्यायिक

बीस रुपये

Rs.20

रु.20

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

19AA 707655

(04)

Sub-Lease-Deed

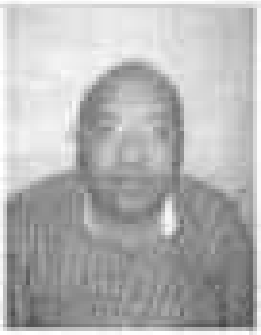
This Indenture made at Noida M/s PRITHVEE LINK BUILDWELL PVT LTD
Plot Link Crossing 879/7A 3rd floor Queens Road S.P. Marketplace
Nehru Place New Delhi

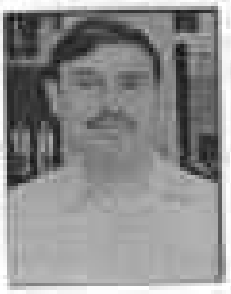
Rs. One Crore twenty four lacs Eighty one thousand
seventy five only

20-3-2013

Manager (Builders)
Greater Noida Ind. Dev. Authority

M/s Prithvi Link Buildwell Pvt Ltd
N. Delhi





भारतीय गैर न्यायिक

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AM 542804

SUBLEASE DEED

Sub Lease Deed for Plot No. GC-03 J/011-02
Sector - 16 C, Greater Noida.

For Gaur City Infrastructure Pvt. Ltd.

For PRITHVELINE BUILDWELL PVT. LTD.

Authorised Signatory

M/s Prithvee Line Buildwell Pvt LTD
R/o New Delhi

(90 वर्ष)

369,637,500.00	10,050.00	50	10,100.00	2,309	

दिनांक समिति केवल अधिक किराया केस रोहिणी लखन व श्री दुकान केस नाम लगाना

श्री पृथ्वीलिंग विल्डवेल प्राइवेटलिमिटेड भगत गोपाल

पुत्र श्री एच0डी0गोयल

व्यवसाय व्यापार

निवासी स्थान 87/9/7ए पश्चिम सर्वोदय एन्क्लेव रोड एच0डी0जेड0बी0 मार्ग दिल्ली-06

स्थायी पता 87/9/7ए पश्चिम सर्वोदय एन्क्लेव रोड एच0डी0जेड0बी0 मार्ग दिल्ली-06

दिनांक 24/3/2013 समय 11:17AM

सिटीइंडिया प्रतिष्ठानों के हस्ताक्षर

उपनिबन्धक सदर

24/3/2013

वादी

श्री नवीन कुमार शर्मा

अधिवक्ता 60-EDM/DIS/Adv/Ana सिविल कोर्ट

(ID340)

पुत्र श्री

पुत्र/पत्नी श्री केस रोहिणी

श्री पृथ्वीलिंग विल्डवेल प्राइवेटलिमिटेड भगत गोपाल

पुत्र श्री एच0डी0गोयल

केस आरक्षण

निवासी 87/9/7ए पश्चिम सर्वोदय एन्क्लेव रोड

एच0डी0जेड0बी0 मार्ग दिल्ली-06

श्री गोविन्द प्रसाद गर्ग

पिता/पति

पुत्र श्री

केस रोहिणी

निवासी सी-25 विकास पुरी दिल्ली-110059

SUB LEASE DEED

MARKET VALUE	Rs. 24,88,37,500/-
AREA OF PLOT	11095.00 sq.mtr.
SALE CONSIDERATION – PLOT NO. :	**Rs. 12,82,24,915/-** **GC-03JIGH-03 Sector- 16C, Greater Noida**
STAMP DUTY	Rs. 1,24,81,875/- + 50 = 1,24,81,925/-

THIS SUB LEASE DEED is made at Greater Noida on this 22nd day of **March, 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. GAURSONS PROMOTERS PRIVATE LIMITED a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at **D-25, VIVEK VIHAR, DELHI-110095** through its Authorised signatory Mr. Sandeep Shishodia S/o Mr. J.S. Shishodia R/o Gaurbiz Park, Plot No.1&2, Abhaykhand-II, Indirapuram, Ghaziabad, U.P. duly authorised by its Board of Directors vide Resolution dated 17.12.2012 (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. PRITHVEELINK BUILDWELL PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Link Group, 87A/7A, 1st Floor, Queens Road, S.P. Mukherjee Marg, Delhi-110006 through its authorised signatory Mr. Bharat Goyal S/o. Mr. S.K. Goyal R/o. B-28, Brij Vihar, Ghaziabad-201011, U.P. duly authorised by its Board of Directors vide Resolution dated 18.03.2013 (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-03, Sector-16C, Greater Noida District Gautam Budh Nagar (Uttar Pradesh) for development of Large Group Housing Builders Plot.

For Gaursons Promoters Pvt. Ltd.

Manager (Builders)
Greater Noida Authority

Authorised Signatory
M/s. Gaursons Promoters Pvt. Ltd.

Authorised Signatory
M/s. Prithveelink Buildwell Pvt. Ltd.

मैं निम्नलेख घोषित किया :

पिता/पति/पत्नी श्री अमित गर्ग

पुत्र श्री रामनिवास

पिता

निवासी के.बी.-7 ऑफि नगर गाजियाबाद

व श्री अरुण कुमार श्रीवास्तव (अधिवक्ता)

पुत्र श्री

पिता लखनपाल

निवासी एफ-150 एम.डी.-2 सेक्टर सीएडी

ने श्री :

उपरोक्त पत्र सम्पत्ति के विक्रय संबंधी विलेखपत्र लिखे गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर
गौतमबुद्धनगर
24/2/2010

b) The Lessee herein was the successful bidder for Plot No.GH-03, Sector-16C, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 413261.11 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 11-10-2010 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in Book No. 1 Jild No. 7429 Page No.77 to 126 document No. 21972 & Supplementary Lease Deed dated 18-10-2012 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in Book No. 1 Jild No. 11781 Page No.117 to 132 document No.19937 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. GC-03J of GH-03, Sector-16C, Greater Noida admeasuring 11595.00 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 25.10.2012. The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/ transmission lines, street lighting etc.

Manager (Builders)
Greater Noida Authority

Authorised Signatory
M/s. Gaurs Promoters Pvt. Ltd.

Authorised Signatory
M/s. Prithvanath Buildwell Pvt. Ltd.

पहचान पत्र

Registration No.: [illegible] Year: 2,013 Book No.: 1

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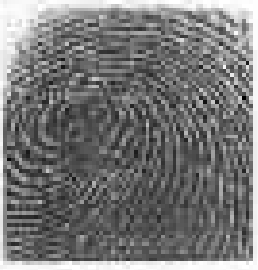

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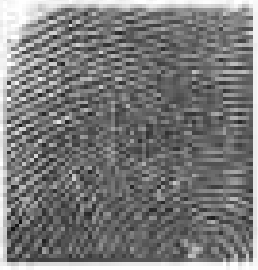

- As per approved Layout Plan / Master Plan the Builders Residential Group Housing plot, Lessee has further allotted Group Housing Plot No. GC-03JI/ GH-03 Sector- 16C, **Area 11095.00 square metres** in the Project namely – 'GAUR CITY-2' being developed by the Lessee to **M/s. PRITHVEELINK BUILDWELL PRIVATE LIMITED (Sub-Lessee)** a company incorporated under the companies act 1956 having its registered office at Link Group, 679/7A, 1st Floor, Queens Road, S.P. Mukherjee Marg, Delhi-110006 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 draft/ 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/ alotted on the reverse of the demand draft/ pay order.

2. The Sub-Lessee have paid **Rs. 1,28,22,491/-** premium and Annual lease rent (till 31-03-2013) directly to the Lessee/Lessor. The sub-lessee shall have to pay balance 80% premium @ Rs.11557/- 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 80% 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

Authorised Signatory
M/s. Gaurcity Promoters Pvt. Ltd.

Authorised Signatory
M/s. Prithveelink Buildwell
Pvt. Ltd.

पहुंच पुस्तिका

Registration No.: 6965 Year: 2,013 Book No.: 1

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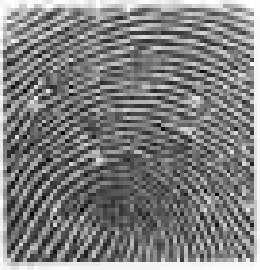

8. The total consideration of the plot is **Rs. 12,82,24,915.00** (Rupees Twelve Crore Eighty Two Lac, Twenty Four Thousand, Nine Hundred Fifteen only) i.e. @ Rs.115577/- per square metre.

9. The sub-lessee shall have to pay balance 90% premium i.e. **Rs. 11,54,02,424.00** 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 instalment	Balance Premium
Instalment No.1 (Paid)	27.01.2011	0	6924145	6924145	115402423.00
Instalment No.2 (Paid)	27.07.2011	0	6924145	6924145	115402423.00
Instalment No.3 (Paid)	27.01.2012	0	6924145	6924145	115402423.00
Instalment No.4 (Paid)	27.07.2012	0	6924145	6924145	115402423.00
Instalment No.5 (Paid)	27.01.2013	7212651	6924145	14136796	108190772.00
Instalment No.6	27.07.2013	7212651	6491396	13704047	100977121.00
Instalment No.7	27.01.2014	7212651	6058647	13271298	93764470.00
Instalment No.8	27.07.2014	7212651	5625898	12838549	86551819.00
Instalment No.9	27.01.2015	7212651	5193149	12405800	79339168.00
Instalment No.10	27.07.2015	7212651	4760400	11973051	72126517.00
Instalment No.11	27.01.2016	7212651	4327651	11540302	64913866.00
Instalment No.12	27.07.2016	7212651	3894902	11107553	57701215.00
Instalment No.13	27.01.2017	7212651	3462153	10674804	50488564.00
Instalment No.14	27.07.2017	7212651	3029404	10242055	43275913.00
Instalment No.15	27.01.2018	7212651	2596655	9809306	36063262.00
Instalment No.16	27.07.2018	7212651	2163906	9376557	28850611.00
Instalment No.17	27.01.2019	7212651	1731157	8943808	21637960.00
Instalment No.18	27.07.2019	7212651	1298379	8511029	14425309.00
Instalment No.19	27.01.2020	7212651	865519	8078170	7212658.00
Instalment No.20	27.07.2020	7212659	432790	7645419	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.

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 structure.

Manager (Builders)
Greater Noida Authority

Authorised Signatory
M/s. Gaurisons Promoters Pvt. Ltd.

Authorised Signatory
M/s. Prithvelink Buildwell Pvt. Ltd.

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.

E. 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.11.10.2010.

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 Lessee has paid Annual lease rent @ 1% of total premium directly to the Lessor upto 31.03.2013. The lease rent will be payable by the Sub-lessee to the Lessor @ 1.00 % of premium i.e. **Rs. 12,82,260.00** 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, 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 :-

Manager (Builders)
Greater Noida Authority

Authorised Signatory
M/s. Gaurgion Promoters Pvt. Ltd.

Authorised Signatory
M/s. Pritivadik Buildwell Pvt. Ltd.

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 form the date of obtaining occupancy certificate.

e) The Sub-Lessee shall have to execute tripartite sub lease in favour of the final purchasers 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 purchasers 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:

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 sub-leased to any individual or entity

Manager (Builders)
Greater Noida Authority

Authorised Signatory
M/s. Gaursher Promoters Pvt. Ltd.

Authorised Signatory
M/s. Pritheeslink Buildwell
Pvt. Ltd.

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 the 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:

   - 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.

Manager (Builders)
Greater Noida Authority

Authorised Signatory
M/s. Gaurpris Promoters Pvt. Ltd.

Authorised Signatory
M/s. Prithvelink Infraweil Pvt. Ltd.

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.

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

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Authorised Signatory
M/s. Gaurav Infraspace Pvt. Ltd.

Authorised Signatory
M/s. Pribhavalok Buildwell Pvt. Ltd.

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 at 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 deposed 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.

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M/s. Prithvelok Buildwell
Pvt. Ltd.

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 maintanance 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.

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.

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Greater Noida Authority

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M/s. Gaurs Promoters Pvt. Ltd.

Authorised Signatory
M/s. Prithvelink Buildwell Pvt. Ltd.

पंजिकृत निबंधन
अधिकारी (सोनीपत)

आज दिनांक 24/03/2013 को

बही सं. 1 जिल्द सं. 12865

पृष्ठ सं. 207 से 234 पर क्रमांक 6965

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक सदर
गोहाना
24/03/2013