

2. Quality of construction
3. Any other legal dispute arising out of allotment, lease, sub-lease etc.

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

G. CONSTRUCTION

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

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

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

3. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the sub-lessee.
4. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
 - For first year the penalty shall be 4% of the total premium.
 - For second year the penalty shall be 6% of the total premium.

Manager (Builders)
Greater Noida Authority
LESSOR

For Gayatri Hospitality and Realcon Ltd.
Gayatri Hospitality & Realcon Ltd.
Director
LESSEE

For Comely Buildtech India Pvt Ltd
Amit Kumar
Comely Buildtech India Pvt. Ltd.
Director
SUB-LESSEE

- For third year the penalty shall be 8% of the total premium.

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

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

H. MORTGAGE

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

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

The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

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 and Realcon Ltd.

Manager (Builders)
Greater Noida Authority
LESSOR

Gayatri Hospitality & Realcon Ltd.

LESSEE

For Comely Buildtech India Pvt Ltd

Comely Buildtech India Pvt. Ltd.
SUB-LESSEE

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For Gayatri Hospitality & Realcon Ltd.

For Comely Buildtech India Pvt Ltd

Manager (Builders)
Greater Noida Authority
LESSOR

Gayatri Hospitality & Realcon Ltd.

LESSEE

Director

Comely Buildtech India Pvt. Ltd.
SUB-LESSEE

Director

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

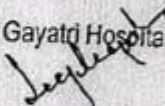
In addition to the other specific clauses relating to cancellation, the LESSOR, as the case may be, will be free to exercise its right of cancellation of sub-Lease in the case of:

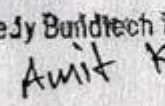
1. Sub-lease being obtained through misrepresentation/suppression of material facts, mis-statement and/ or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the Sublessee for breach/ violation of terms 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.

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.


Manager (Builders)
Greater Noida Authority
LESSOR

For Gayatri Hospitality and Realcon Ltd.

Gayatri Hospitality & Realcon Ltd. Director
LESSEE

For Comely Buildtech India Pvt. Ltd.

Comely Buildtech India Pvt. Ltd. Director
SUB-LESSEE

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Greater Noida Authority
LESSOR

For Gayatri Hospitality and Realcon Ltd.
Director
Gayatri Hospitality & Realcon Ltd.
LESSEE

For Comely Buildtech India Pvt. Ltd.
Director
Comely Buildtech India Pvt. Ltd.
SUB-LESSEE

2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessee control, the Lessee is unable to make allotment or facilitate the sub-lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
4. If the Sub-Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee/sub-lessee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the Sub- Lessee's cost and charge damages from the Sub-Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District . Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. The Sub Lease Deed will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this Act.
7. The Lessor will monitor the implementation of the project.
8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time Lessor or any other authority duly empowered by them to levy the tax/charges.
9. In case of default of condition in brochure/tender documents and bye-laws of the lessor, render the sub-lease liable for cancellation and the sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Sub-Lessee shall not be allowed to assign or change his role, otherwise the sub-lease deed shall be cancelled and entire money deposited shall be forfeited.
13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessee is not able to give possession of the land in any circumstances, deposited money will be refunded to the sub-lessee with simple interest.
15. All terms and conditions of brochure and its corrigendum, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

For Gayatri Hospitality and Realcon Ltd. For Comely Buildtech India Pvt Ltd

Sab
Manager (Builders)
Greater Noida Authority
LESSOR

Sudh
Director
Gayatri Hospitality & Realcon Ltd.

LESSEE

Amit Kumar
Director
Comely Buildtech India
Pvt. Ltd.
SUB-LESSEE

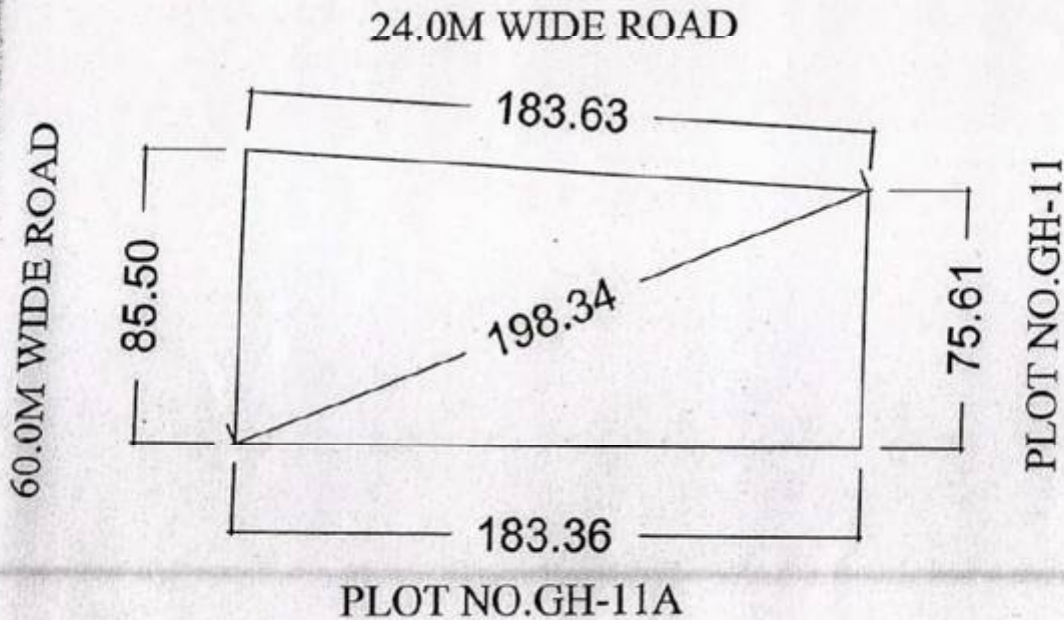
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For Gayatri Hospitality and Realcon Ltd. For Comely Buildtech India Pvt Ltd

Sab
Manager (Builders)
Greater Noida Authority
LESSOR

Director
Gayatri Hospitality & Realcon Ltd.
LESSEE

Amit Kumar
Director
Comely Buildtech India
Pvt. Ltd.
SUB-LESSEE



Manager (Builders)
Noida Indl. Dev. Authority

For Gayatri Hospitality and Realcon Ltd.

Director

For Gayatri Hospitality and Realcon Ltd.

Amit Kumar

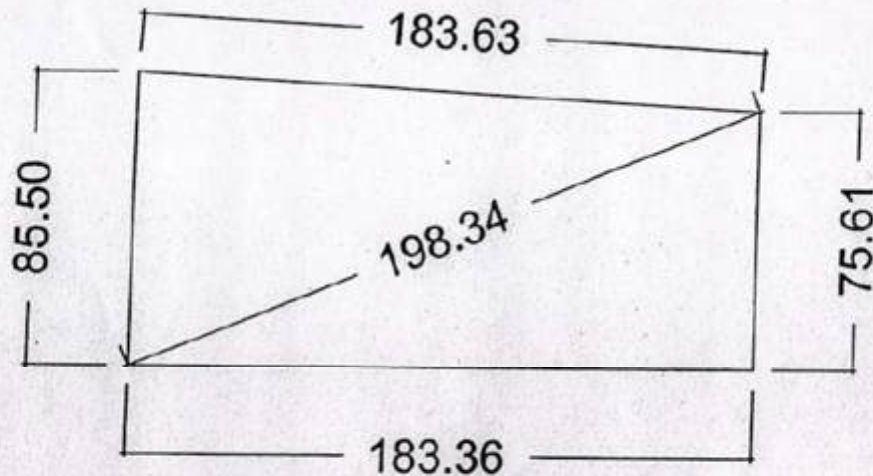
Director

TOTAL AREA = 14769.00 SQM.

SIGN-		SIGN-		
POSSESSION TAKEN OVER		POSSESSION HANDED OVER		
CASE PLAN FOR PLOT NO-GH-11B SECTOR-01 GREATER NOIDA	PROJ. DEPTT.	ASST. MANAGER	MANAGER	SR. MANAGER
	LAND DEPTT.	LEKHPAL	N. TEHSILDAR	TEHSILDAR
	LAW DEPTT.	A.L.O.	MANAGER	
	PLNG. DEPTT.	SR. DRAFTSMAN	SR. EXECUTIVE	

**GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY**

60.0M WIDE ROAD



PLOT NO.GH-11

PLOT NO.GH-11A

Manager (Builders)
Noida Indl. Dev. Authority

For Gayatri Hospitality and Realcon Ltd.

Director

For Company: Gayatri Hospitality and Realcon Ltd.

Amit Kumar

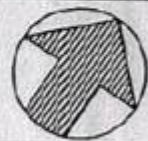
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POSSESSION HANDED OVER



CASE PLAN FOR

PROJ. DEPTT.

ASST. MANAGER

MANAGER

SR. MANAGER

PLOT NO-GH-11B

LAND DEPTT.

LEKHPAL

N. TEHSILDAR

TEHSILDAR

SECTOR-01

LAW DEPTT.

A.L.O.

MANAGER

GREATER NOIDA

PLNG. DEPTT.

SR. DRAFTSMAN

SR. EXECUTIVE/MGR

**GREATER NOIDA INDUSTRIAL
DEVELOPMENT AUTHORITY**

Schedule of Plot

Sub-Divided Group Housing Plot No. GH-11B, Sector-01, Greater Noida measuring 14769.00 sq.m. in the Distt. Gautam Budh Nagar (U.P) alongwith undivided, impartibly, unidentified 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. *[Signature]*
Harkesh Singh Moolchand
H-168/4 Cammar 8
C. Noida

[Signature]
Manager (Builders)
Greater Noida Indl. Dev. Authority
Signed for and on behalf of LESSOR

For Gayatri Hospitality and Realcon Ltd.

[Signature]
Director

2. *[Signature]*
Navjy Sharma Sosh.
A. N. Sharma
H-168/4 Cammar 8
C. Noida

Signed for and on behalf of LESSEE

For Comely Buildtech India Pvt. Ltd

[Signature]
Amit Kumar

Director

Signed for and on behalf of SUB-LESSEE

For Gayatri Hospitality and Realcon Ltd.

[Signature]
Manager (Builders)
Greater Noida Authority
LESSOR

[Signature]
Gayatri Hospitality & Realcon Ltd.

LESSEE

For Comely Buildtech India Pvt. Ltd

[Signature]
Comely Buildtech India
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SUB-LESSEE

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C. Noida

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Manager (Builders)
Greater Noida Indl. Dev. Authority
Signed for and on behalf of LESSOR

For Gayatri Hospitality and Realcon Ltd.

[Signature]
Director

Signed for and on behalf of LESSEE

2. *[Signature]*
Manoj Sharma Sosh.
A. H. Sharma
H-168/4 Cammar 8
C. Noida

For Comely Buildtech India Pvt Ltd

[Signature]
Amit Kumar

Director

Signed for and on behalf of SUB-LESSEE

For Gayatri Hospitality and Realcon Ltd.

[Signature]
Manager (Builders)
Greater Noida Authority
LESSOR

[Signature]
Gayatri Hospitality & Realcon Ltd.

LESSEE

For Comely Buildtech India Pvt Ltd

[Signature]
Comely Buildtech India
Pvt. Ltd.

SUB-LESSEE

Director