



उत्तर प्रदेश UTTAR PRADESH

23AA 429651

Sub-lease Deed

Stamp Duty Paid in Cash Certificate in favour of M/S ENTICEMENT INFRASTRUCTURE PVT. LTD
CS-7, Loh-1, 2nd Floor, Tower-A, Connaught, Plot No: A-41
memo Dated 26/07/13 Passed under Section-62, Noida.
 section 10-A of the Stamp Act. It is certified that
 an amount of Rs. 225,00,000/- Rs. two crore twenty five lacs only
 (in words Rs. 225,00,000/-)
 has been Paid in Cash as stamp Duty in respect
 of this instrument in the State Bank of India
 Treasury/Sub Treasury of NO/BA
 by Challan No. 5090001 Dated 22-07-13
 a Copy of which is annexed herewith.

23 जुलै 2013
 Date

Officer-in-Charge
 Treasury

Gautam Badi Nagar
23/7/13

For Gayatri Hospitality and Realcon Ltd.

Amit Kumar

Director For Enticement Infrastructure Pvt. Ltd.

Manager (Builders)

Greater Noida Indl. Dev. Authority

Director



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Noida. Date: 22/07/13 Passed under Section-62, Noida.
 section 10-A of the Stamp Act, it is certified that
 an amount of Rs. 22500.00/- Rs. two crore twenty five lacs only
 (in words Rs. 22500.00/-)
 has been Paid in Cash as stamp Duty in Respect
 of this instrument in the State Bank of India
 Treasury/Sub Treasury of Noida
 by Chaitan Mehta 22-07-13
 a Copy of which is annexed herewith.

23 जुलै 2013
 Date

[Signature]
 Officer-in-Charge
 Treasury
 Gautam Bhardwaj
23/7/13

For Gayatri Hospitality and Realcon Ltd.

Amit Kumar

Director For Enticement Infrastructure Pvt. Ltd.

Manager (Builders)

Greater Noida Indl. Dev. Authority

[Signature]
 Director

SUB LEASE DEED

MARKET VALUE	Rs. 45,00,00,000/-
AREA OF PLOT	20000 sq.mtr.
TOTAL COST OF PLOT- (As per allotment rate)	Rs. 23,14,00,000/-
PLOT NO. :	GH-11A Sector- 01, Greater Noida
STAMP DUTY	Rs. 2,25,00,000/-

THIS SUB LEASE DEED is made at Greater Noida on this 24th day of JULY, 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. GAYATRI HOSPITALITY AND REALCON LIMITED a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at 9/5298, Old Seelampur, Gandhi Nagar, Delhi-110031 through its authorised signatory/Director Mr. Amit Kumar S/o. Mr. Manoj Kumar R/o. Village & Post- Ranauli Lateefpur, Dadri, Distt. Gautambudh Nagar (U.P.) duly authorised by its Board of Directors vide Resolution dated 22.07.2013 (hereafter referred to as the Developers/Lessee) which expression shall unless it be repugnant to the context of meaning thereof, mean and include its successors and assigns of the SECOND PART.

AND

M/s. ENTICEMENT INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at CS-07, Lobe-1, 2nd Floor, Tower-A, Correntum, Plot No. A-41, Sector-62, Noida (U.P.) 201309 through its authorised signatory / Director Mr. Manoj S/o. Mr. Brij R/o. Village & Post- Ranauli Lateefpur, Dadri, Distt. Gautambudh Nagar (U.P.) duly authorised by its Board of Directors vide Resolution dated 22.07.2013 (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-11, Sector-01, Greater Noida District Gautam Budh Nagar (Uttar Pradesh) for development of Large Group Housing Builders Plot.

Manager (Builders)
Greater Noida Authority
LESSOR

Gayatri Hospitality & Realcon Ltd.
Amit Kumar
LESSEE

Enticement Infrastructure
Pvt. Ltd. *(Signature)*
SUB LESSEE

1

SUB LEASE DEED

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Manager (Builders)
Greater Noida Authority
LESSOR

Gayatri Hospitality & Realcon Ltd.
Amit Kumar
LESSEE

Enticement Infrastructure
Pvt. Ltd. *(Signature)*
SUB-LESSEE

- b) The Lessee herein was the successful bidder for Plot No.GH-11, Sector-01, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 70771.95 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 14-02-2011 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in Book No.1 Jild No.7967 Page No.309 to 342 document No.2421 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. GH-11A of GH-11, Sector-01, Greater Noida admeasuring 20000.00 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 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 Builders Residential/ Group Housing plot, Lessee has further allotted Group Housing Plot No. GH-11A, Sector-01, Area 20000.00 square metres in the Project namely – GAYATRI

Manager (Builders)
Greater Noida Authority
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Amit Kumar
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Greater Noida Authority
LESSOR

Gayatri Hospitality & Realcon Ltd.
Amit Kumar
LESSEE

Enticement Infrastructure
Pvt Ltd.
SUB-LESSEE

AURA being developed by the Lessee to M/s. ENTICEMENT INFRASTRUCTURE PRIVATE LIMITED (Sub-Lessee) a company incorporated under the companies act 1956 having its registered office at CS-07, Lobe-1, 2nd Floor, Tower-A, Correnthum, Plot No. A-41, Sector-62, Noida (U.P.) 201309 sub-lease which is being executed through this Sub-Lease Deed.

A. MODE OF PAYMENT AND PAYMENT PLAN

1. All payment should be made through demand drafts/ pay orders drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi/ Noida/ Greater Noida. The Sub lessee should clearly indicate his name and details of plot applied for/ allotted on the reverse of the demand draft/ pay order.
2. The Sub-Lessee have paid Rs. 2,31,40,000.00 premium and Annual lease rent (till 31-03-2014) directly to the Lessee/Lessor. The sub-lessee shall have to pay balance 90% premium @ Rs.11570/- per square metre within 10 years from the date of allotment to Lessor along with interest 12% p.a. There shall be a moratorium of 24 months from the date of allotment/ reservation and only the interest @ 12% per annum compounded half yearly, accrued during the moratorium period, shall be payable in half yearly instalments. After expiry of the moratorium period, the balance 90% premium of the plot along with interest will be paid in 16 half yearly instalments along with interest of Proportionate premium and Lease rent.
3. In case of default in depositing the instalments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
4. All payments should be remitted by due date. In case the due date is a bank holiday then the Sub-lessee should ensure remittance on the previous working day.
5. In case of default, this sub lease deed be considered as cancelled without any further notice and the amount paid to the Lessor by the sub-lessee shall be forfeited. No interest will be paid on such amounts.
6. The payment made by the sub-lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
7. The Lease Rent prevalent at the time of execution of lease deed shall be payable.

Manager (Builders)
Greater Noida Authority
LESSOR

Gayatri Hospitality & Realcon Ltd.
Amr Kumar
LESSEE

Enticement Infrastructure
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Amit Kumar
LESSEE

Enticement Infrastructure
Pvt. Ltd.
SUB-LESSEE

8. The total cost of the plot is Rs. 23,14,00,000.00 (Rupees Twenty Three Crore Fourteen Lac only) i.e. @ Rs.11570/- per square metre.
9. The sub-lessee shall have to pay balance 90% premium i.e. Rs. 20,82,60,000.00 per square metre of the plot/sub-leased directly to the Lessor/Authority in the following manner:-

Head	Due date	Premium	Interest	Total amount of payable installment	Balance Premium
Instalment No.1	18.02.2011	0.00	12495600.00	12495600.00	208260000.00
Instalment No.2	18.08.2011	0.00	12495600.00	12495600.00	208260000.00
Instalment No.3	18.02.2012	0.00	12495600.00	12495600.00	208260000.00
Instalment No.4	18.08.2012	0.00	12495600.00	12495600.00	208260000.00
Instalment No.5	18.08.2013	13016250.00	12495600.00	25511850.00	195243750.00
Instalment No.6	18.02.2014	13016250.00	11714625.00	24730875.00	182227500.00
Instalment No.7	18.08.2014	13016250.00	10933650.00	23949900.00	169211250.00
Instalment No.8	18.02.2015	13016250.00	10152675.00	23168925.00	156195000.00
Instalment No.9	18.08.2015	13016250.00	9371700.00	22387950.00	143178750.00
Instalment No.10	18.02.2016	13016250.00	8590725.00	21606975.00	130162500.00
Instalment No.11	18.08.2016	13016250.00	7809750.00	20826000.00	117146250.00
Instalment No.12	18.02.2017	13016250.00	7028775.00	20045025.00	104130000.00
Instalment No.13	18.08.2017	13016250.00	6247800.00	19264050.00	91113750.00
Instalment No.14	18.02.2018	13016250.00	5466825.00	18483075.00	78097500.00
Instalment No.15	18.08.2018	13016250.00	4685850.00	17702100.00	65081250.00
Instalment No.16	18.02.2019	13016250.00	3904875.00	16921125.00	52065000.00
Instalment No.17	18.08.2019	13016250.00	3123900.00	16140150.00	39048750.00
Instalment No.18	18.02.2020	13016250.00	2342925.00	15359175.00	26032500.00
Instalment No.19	18.08.2020	13016250.00	1561950.00	14578200.00	13016250.00
Instalment No.20	18.02.2021	13016250.00	780975.00	13797225.00	0.00

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

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

B. EXTENSION OF TIME

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

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Greater Noida Authority
LESSOR

Gayatri Hospitality & Realcon Ltd.
Amit Kumar
LESSEE

Enticement Infrastructure
Pvt. Ltd.
RK
SUB-LESSEE