

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 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.
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.

Manager (Builders)  
Greater Noida Authority  
LESSOR

Gayatri Hospitality & Realcon Ltd.  
*Amit Kumar*  
LESSEE

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



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*Amit Kumar*  
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Pvt. Ltd. *(M)*  
SUB-LESSEE



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.
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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Gayatri Hospitality & Realcon Ltd.  
*Amit Kumar*  
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Enticement Infrastructure  
Pvt. Ltd. *(Signature)*  
SUB-LESSEE



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*Amit Kumar*  
LESSEE

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



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.

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Amit Kumar  
LESSEE

Enticement Infrastructure  
Pvt. Ltd.  
SUB-LESSEE



### Schedule of Plot

Sub-Divided Group Housing Plot No. GH-11A, Sector-01, Greater Noida measuring 20000.00 sq.m. in the Distt. Gautam Budh Nager (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. M. S. Banerjee S. N. S. Banerjee

Gr F-41 Aspirant App  
Alpana F. G. N. N. N.

2. Manoj Sharma, A. N. Sharma

H 168/4 Gamma-II

Gu

Manager (Builders)

Greater Noida Indl. Dev. Authority

Signed for and on behalf of LESSOR

For Gayatri Hospitality and Realcon Ltd.  
Realcon Ltd.

Amit Kumar

Signed for and on behalf of LESSEE

For Enticement Infrastructure Pvt. Ltd.

(M)

Director

Signed for and on behalf of SUB-LESSEE

Manager (Builders)  
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*Gr F-41 Aspirwood App*  
*Alpna F. G. Noida*

2. *Money Sharma* *A. N. Sharma*

*H 168/4 Gramma-II*

*Gm*

*[Signature]*  
Manager (Builders)

Greater Noida Indl. Dev. Authority

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For Gayatri Hospitality and Realcon Ltd.  
Realcon Ltd.

*Amit Kumar*

Signed for and on behalf of LESSEE

For Enticement Infrastructure Pvt. Ltd.

*[Signature]*

Director

Signed for and on behalf of SUB-LESSEE

*[Signature]*  
Manager (Builders)  
Greater Noida Authority  
LESSOR

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*Amit Kumar*  
LESSEE

Enticement Infrastructure  
Pvt. Ltd.  
*[Signature]*  
SUB-LESSEE



PLOT NO-GH-11A

GH-11

109.08

GH-11

183.36

213.38

GH-12

Manager (Builders)

Greater Noida Indl. Dev. Authority

For Gayatri Hospitality and Realcon Ltd.

For Enticement Infrastructure Pvt. Ltd.

60.0M WIDE ROAD

TOTAL AREA = 20,000.00 SQM.

Amit Kumar Director

SIGN-

SIGN-

POSSESSION TAKEN OVER

POSSESSION HANDED OVER



LEASE PLAN FOR  
PLOT NO-GH-11A  
OF 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/MGR.



GREATER NOIDA INDUSTRIAL  
DEVELOPMENT AUTHORITY



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