

PERFORMA – RESIDENTIAL CONVEYANCE DEED

**SALE DEED FOR SUPERSTRUCTURE OF RESIDENTIAL UNIT AND SUB-LEASE
DEED FOR LAND**

Present market value : Rs. _____/-

Total Sale Consideration : Rs. _____/-

Super area/Total Area : _____ sq. ft. i.e. _____ Sq. Mtrs.

Carpet Area (as per RERA) : _____ sq. ft. i.e. _____ Sq. Mtrs.

Covered Area : _____ sq. ft. i.e. _____ Sq. Mtrs.

Stamp Duty : Rs. _____/-

Car Parking : One Covered (usable right in bay)

Floor : _____th (without roof right)

Total Floor : G+ _____th

Circle Rate (flat) : Rs. /- per sq. meters

Plus 6 % extra for facilities

Club/Community Centre : Yes

Gym : Yes

Swimming pool :Yes

This indenture is made and executed at NOIDA on this _____ day of _____2019;

BETWEEN

New Okhla industrial Development Authority, District Gautam Budh Nagar,
Uttar Pradesh, a Body Corporate constituted under Section 3 of the Uttar Pradesh

Industrial Development Act 1976 (U.P. Act No.6 of 1976) (hereinafter referred to as The "**LESSOR**", which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part;

AND

M/s Ajnara India Limited, a company registered under the Companies Act 1956 and having its registered office at 502, 5th Floor, Sachdeva Corporate Tower, Plot No. 17, Karkardooma Community Centre, Delhi-110092 through its Authorized Signatory **Shri Rajdeep Saxena** S/o Late Shri H. N. Saxena R/o 346B, GTB Enclave, Pocket-E, Delhi-110093, vide company board resolution dated _____, (hereinafter referred to as the "**LESSEE**", which expression shall unless Contrary or repugnant to the context thereof include its successors and permitted assigns) of the Second Part (**PAN of Lessee Company-----**);

AND

MR. /Mrs. _____ (PAN No. _____) S/O MR. _____ R/o:-

(hereinafter referred to as the "**SUB-LESSEE**", which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, executors, administrators and legal representatives) of the Third Part;

WHEREAS, New Okhla industrial Development Authority, a body Corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter referred to as the "**LESSOR**"/"**FIRST PARTY**")

AND WHEREAS, the Lessee has constructed dwelling units on the said plot as per the sanctioned lay out/building plans, which have been sanctioned and approved by the Competent Authority. The said Group Housing Complex is known as "**Ajnara**

Ambrosia" (hereinafter referred as to the "**Project**"). The project is developed in various phases and the Lessee has been granted Completion Certificate in respect of Phase- _____ of the project. The Phase-____ is also consisting of _____ multistory Towers known as tower __, __, __, __ and _____. Phase-_____, has got various types of dwelling units in it.

AND WHEREAS, the Lessee has right to allot to its applicants/allottees, the dwelling units in the abovesaid housing complex, including undivided proportionate share underneath the building/tower in project land, common areas and facilities, appurtenant to the dwelling units on such terms, as decided by the Lessee.

AND WHEREAS, the Sub-Lessee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by Sub-lessee at various stages, the Lessee has allotted The Unit described herein to the Sub-lessee and received consideration mentioned herein and shall deliver possession of the dwelling unit bearing **Flat No.** _____ on _____ **floor** in **Tower** _____ **of the Phase-**____, as described hereinafter schedule of Dwelling Unit of the aforesaid housing complex/project to the Sub-Lessee. The Sub-lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned Lease Deed executed between the Lessor and the Lessee and also the terms and conditions specified in the **Allotment Letter dated** _____ executed between the Lessee and Sub-Lessee.

AND WHEREAS, the Sub-Lessee has carried out independent inspection of the Building plans and building of the said dwelling unit, and has also satisfied himself/herself as to the soundness of structure and construction thereof as well as conditions and descriptions of all fixtures and fittings, installed and/or provided therein. The Sub Lessee has also inspected the common areas, amenities and passages, appurtenant to the said dwelling unit and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the said housing complex and agreed to take over the possession of his/her apartment and enter into the present Sub Lease deed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In consideration of the amount of **Rs. _____/- (Rs. _____ Only)**, which includes the cost of superstructure and the undivided proportionate interest in the land underneath the building/Tower, paid by the Sub-Lessee to the Lessee, the receipt of which the Lessee hereby acknowledges, the Lessee do hereby sells, transfers and conveys to the Sub-Lessee the abovesaid dwelling Unit bearing No. _____, having Super Area _____ sq. fts. (_____ sq. mtrs.) and Carpet Area _____ Sq. fts. (_____ sq. mtrs.) on _____ Floor in Tower _____ with sanitary, electrical and other fittings & fixtures, in the Phase-_____ of the project/Group Housing Complex i.e. '**Ajnara Ambrosia**' developed by the Lessee on the project land i.e. **Plot No.GH-01, Sector-118, Noida**, Gautam Budh Nagar-201301 (U.P.) and more particularly described in Schedule of Dwelling Unit and plan annexed hereto together with the proportionate right in the land underneath the building/tower concerned (hereinafter referred to as the said "**Dwelling Unit**" or the "**Apartment**").

The Lessee simultaneously do hereby also sub-leases unto the Sub-Lessee for the un-expired period of 90 years lease granted by Lessor, which commenced on -----, the undivided, unidentified title to the Land proportionate to the area allotted to the Sub-Lessee in relation to the total area of the land on the following terms and conditions:

1. That the vacant and peaceful possession of the above described dwelling unit has been handed over to the Sub- Lessee. The Lessor has received one time Lease Rent of the Plot from the Lessee and the Sub Lessee is required to pay any Lease Rent to the Lessor during the Lease Period. In case of any Government demand in that regard, the same shall be dealt with and paid by Sub Lessee Only.
2. That the Sub-Lessee without any rebate or deduction whatsoever shall pay to the Authority any and all other taxes, charges, levies and impositions, payable for the time being by the Lessee in relation to the proportionate share of the Sub-Lessee in the project land underneath the Tower, in terms of the Lease Deed or otherwise.
3. That the Sub-Lessee shall pay annual rents, prevailing taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said dwelling unit, as and when, the same becomes due or payable. In addition, thereto, the Sub-lessee shall pay all other liabilities, charges for repairs, maintenance and replacement etc., as per Maintenance Agreement

executed between the Sub-Lessee and Lessee or nominee of Sub-Lessee, as the case may be.

4. That the Sub-Lessee(s) agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance or all other society charges, which includes power back-up, club, taxes and society charges etc. All the works relating to the maintenance may be assigned to any company/agency by the Lessee.
5. That the usable rights of one dependent car parking space anywhere in the parking bay for the Sub-Lessee is made available inside the Complex/Project and the Sub-Lessee agrees that car parking shall always be treated as integral part of the abovesaid Unit/Apartment and the same shall not have any independent legal entity detached from the said allotted unit. The Sub-Lessee has been explained that the said dependant car parking shall be used by the Sub-Lessee as per terms and conditions of the Maintenance Agreement executed between the parties separately.
6. That for the computation purpose, the apartment area means and includes the built up covered area of the dwelling unit comprising of carpet area of dwelling unit, area under walls, half area under partition walls, full areas of balconies(s), cupboard(s), spaces, projections, service shaft(s), service shaft(s), terrace(s), garden(s), if any, attached to the dwelling unit plus proportionate share of all the common areas such as foundations, columns, girders, beams, supports, main walls, roof, halls, corridors, lobbies, stairways, fire-escapes and entrances and exits of the building; basements, cellars, wards, parks, gardens, community centres and parking areas of common use except covered parking,

-The premises for the lodging of janitors or persons employed for the management of the property;

-Installations of central services, such as, power, light, gas, hot and cold water heating, refrigeration air conditioning, incinerating and sewerage; the elevators, tanks, pumps, motors, fans, cable pipe little (TV, gas electricity etc.) run water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use;

-such other community and commercial facilities except shops as may be specified in the bye-laws, and

-all other parts of the property necessary or convenient to its existences, maintenance and safety, or normally in common use;

The Sub-Lessee shall get exclusive possession of the built-up covered area of dwelling unit and is being transferred the title of the same along with undivided, impartible, unidentified title to the portion of the Land in the Housing Complex in proportion to the dwelling unit area of the Said Flat/Dwelling Unit to the total constructed FAR area in the Housing Complex through this Sub Lease Deed.

The Sub-Lessee/Third Party shall have all the right, interest, or title jointly in the remaining part of the complex comprising of all common areas and facilities such as specified above including the right of ingress and egress in common areas, which shall remain the joint property of all the Sub Lessee/Third Party in the proportionate ratio of dwelling unit area owned out of total F.A.R. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues.

7. That the Lessee and the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions, which are contained in the said Lease Deed executed between the Lessor and the Lessee and observe the same as applicable and relating to the land and the unit being Leased under these present.
8. That any transfer, sale, assignment or otherwise parting with the possession of the said dwelling unit by the Sub-Lessee, will attract payment of then prevailing transfer charges, and No Objection Certificate (NOC) from the Lessee, in addition to whatsoever other amount as payable to the Lessor. The decision of the Lessor/Lessee in respect of the transfer charges and permission for transfer will be final and binding upon the Sub-Lessee.
9. That the sub-Lessee shall not mortgage the said dwelling unit for securing any loan at any stage except with the prior written permission of the Lessor, which shall be obtained, or given by the Lessor, as per terms of this Lease

and the parent Lease Deed executed between Noida & Lessee. The Sub-lessee shall also obtain appropriate 'NOC' from the lessee/lessor in that regard.

Provided that in the event of the sale or forfeiture of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the amount payable to the Lessor on account of the unearned increase in the value of the proportionate undivided land as aforesaid. The amount of Lessor's share of the said unearned increase shall be the first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the land and the amount payable by the Sub-Lessee to the Lessor shall be final and binding upon all concerned parties.

10. That in case, the Sub-Lessee has obtained loan from any Bank/Financial Institution on the abovesaid Unit/Apartment, the Sub-Lessee hereby undertakes to pay the dues of such Bank/Financial Institution in exclusion to the Lessee herein.
11. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Lessee shall be entitled to create tenancy of the whole of the dwelling unit for the purposes of the private residential dwelling only.
12. That wherever the title of the Lessee/Sub-Lessee in the Said dwelling unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein or contained in the parent Lease Deed executed between the Lessor and the Lessee and such transferee shall be responsible and liable answerable in all respects thereof, in so far as, the same may be applicable and relate to the said proportionate land or the dwelling unit.
13. That in the event of death of the Sub-Lessee, the person on whom the title of the deceased devolves, shall within three months of such devolution, give notice of such devolution to the Lessor and the Lessee. The stake holders/successors/legal heirs of the Sub Lessee shall be liable to execute necessary documents for transfer of the apartment on payment of fees in the records of Lessor and Lessee.
14. That the Sub-Lessee shall in terms of the lease, at all times, pay directly to the Lessor, all Government dues or any other dues of Authority, Local Bodies existing or to exist in future including but not limited to all rates, taxes charges and assessments leviable by whatever name, in respect of the Land

or the dwelling unit, which are now or may at any time hereafter or during the continuance of this Deed be assessed, charged or becomes due or imposed upon the dwelling unit hereby transferred to the Sub-Lessee or its tenant/occupant in respect thereof.

15. That the Lessee/Sub-Lessee shall in all respect comply with and remain bound by law, Rules concerning building, drainage, and other by-laws of the Noida Authority or other competent Authorities for the time being in force or whenever becomes applicable in future. Alongwith abovesaid, all the terms & conditions of the brochures of Scheme, allotment building bylaws and amended from time to time shall be binding upon Lessee/ Sub-Lessee.
16. That the Lessee/Sub-Lessee shall not without the sanction and permission of the Lessor in writing, erect any building or make any alteration or otherwise subdivide or amalgamate the above said transferred/ Sub-Leased dwelling unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant, the Sub Lessee shall be solely responsible and liable for penal and other legal consequences.
17. That the Sub-Lessee will use the dwelling unit exclusively for residential purpose and for no other purposes. Under no circumstances, the sub-lessee shall contravene the safety provisions while using/occupying the above said Dwelling Unit. In violation, the sub-lessee shall be solely responsible and liable for the consequences as per Law.
18. That the Sub-Lessee shall not in any manner whatsoever encroach upon the common land/ areas, and facilities and services not handed over to him/her under these presents. All unauthorized constructions/encroachments made shall be removed at the cost of the Sub-Lessee and the Sub-Lessee shall be liable for legal consequences.
19. That the Sub-Lessee of Ground Floor dwelling unit in the Housing Complex will be entitled to the use of the seating area earmarked for such flats, for the limited purpose of keeping the same as green. No construction, either temporary or permanent is permitted other than pool and landscape features on such seating areas. The right of Sub-Lessee shall however be subject to provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.
20. That the Sub-Lessee of Top Floor dwelling unit shall not have any exclusive rights of use of the terrace above the dwelling unit. However, all the Sub-Lessee of the complex shall have right to use the terrace at reasonable time

for maintenance/ upkeep of water tanks, fixing of T.V. antennas or any other legally permitted purposes on the terrace subject to observance of safety norms. The terrace shall also be available to the occupants of the building/tower in times of emergencies, like fire, and in case of all other emergencies. No unauthorized construction, temporary or permanent, is permitted by Sub-Lessee in the project or terrace or in allotted flat or any part thereof. The right of Sub-Lessee shall however be subject to provisions of all applicable Laws, bye Laws and rules etc. Sub-Lessee has agreed that solar installations with steel structures for sustainable environment will not be objected by Sub-Lessee and the Lessee will have sole right to install solar panels on the roof top and utilize the energy as deems fit.

21. That the Lessee/Sub-Lessee shall on the expiry of the lease of the land, peacefully hand over the said land unto the Lessor after removing the superstructure, within the stipulated period. The share in the undivided proportionate land hereby sub leased, shall always remain un-divisible and unidentified. Similarly the Sub-Lessee shall have the right of usage of common areas and will not have any independent right of possession of the same.
22. That the Lessee/Sub-Lessee shall insure the premises comprehensively either singly or collectively with other Allottees and keep the insurance alive/updated at all times. The Sub- Lessee further declares that except the allotted flat Sub- Leased/transferred to Sub Lessees under these present shall not be entitled to use any other areas, especially the unsold areas/Flats, Land of the Lessee in the abovesaid project or phase, as the case may be. The commercial area in the complex is the facility for convenience services to the residents as an independent area of the project, as well as, for outsiders and the Sub- Lessee has no objections for the same.
23. That the Lessee/Sub-Lessee and all other persons claiming under him/her shall ensure that the premises are kept in good shape and repairs and he/she shall ensure that no substantial material damages are caused to the premises or to the sanitary works therein.
24. That the terms and conditions of the Parent Lease deed, Flat Buyer Agreement, Maintenance Agreement, Memorandum of Understanding, Affidavits or any other relevant documents executed between Lessee and Sub-Lessee shall be binding on the Parties after the execution of this Sub-Lease deed.
25. That the Sub-Lessee has understood that the present lease deed does not create any independent right, title or interest of the Sub-Lessee in the earmarked commercial areas of the project which has been allotted or may be allotted by the Lessee to any third party for commercial purposes. The

Lessee shall be entitled to sell, transfer, convey or let-out the said commercial areas to his own discretion.

26. That under no circumstances the Sub-Lessee(s) shall harm or cause to be harmed any damage to the peripheral walls, front, side and rear elevations of the said Flat in any manner. The Sub-Lessee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony designs etc. shall not erect any fencing/hedging/grills without prior permission of the Lessee or nominated Association/Company maintaining the said Flat /complex/building.
27. That in case of any breach of the terms and conditions of this Deed by the Lessee/Sub-Lessee, the Lessor will have the right to re-enter the demised dwelling unit after determining the Sub Lease. On re-entry to the demised dwelling unit, if it is occupied by any structure built in an un-authorized manner, by the Lessee/Sub-Lessee, the Lessor will remove the same at the expenses and cost of the Sub-Lessee. At the time of re-entry of the demised dwelling unit, the Lessor may re-allot the same to any other person.
28. That if the Sub-Lessee is found to have obtained the allotment, sub lease of the demised premises by any mis-representation/mis-statement or fraud, this deed may be cancelled and the possession of the demised premises may be taken over by the Lessor and the Lessee/Sub-Lessee, in such an event will not be entitled to claim any compensation/ refund in respect thereof.
29. That all notices/letters, orders and other documents required under the terms of the sub-lease or under the Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Industrial Area Development Act, 1976 (U.P.) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modification) Act 1974 (U.P. Act No. 30 of 1974). The Provisions, Rules/Regulations of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time), shall be applicable.
30. That the Sub-Lessee undertakes and assures that he/she has received proper possession of the allotted flat to him/her and same has been constructed upto his/her full satisfaction. The Sub-Lessee has checked and inspected each & every item of the Flat and acknowledges that construction of the flat subject matter of this Sub-Lease Deed has been carried out to the satisfaction of the Sub-Lessee, as per the provisions of the Real Estate

(Regulation & Development) Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed there under and hereby records his/her full satisfaction in that regard.

31. That all powers exercisable by the Lessor under this lease deed may be exercised by the Chairman/Chief Executive Officer of the Lessor. The Lessor may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Deed.

Provided that the expression Chairman/Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer, who is entrusted by the Lessor with the functions similar to those of Chairman/Chief Executive Officer.

32. That all clauses of the Parent Lease Deed dated ----- executed by Lessor in favour of Lessee i.e. **M/s Ajnara India Limited**, shall be applicable to this Deed also. In case of any repugnancies of any provision of the Lease Deed and this Sub Lease Deed, the provisions under former shall prevail.
33. That the Lessor shall have the right to recover the dues, if any, from the Lessee/Sub Lessee or their Successors as per rules, at the rate of interest, as per the terms and conditions laid in the Lease-Deed/Sub-Lease Deed.
34. That the Lessee/Sub-Lessee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer or any officer authorized by the Chief Executive Officer, will have the power to get the maintenance done through the authority and recover the amount so spent from the Lessee/Sub-Lessee. The Lessee/Sub-Lessee will be individually and severally liable for payment of the maintenance amount. That the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) Real Estate (Regulation and Development) Act 2016 (RERA) as well as all Rules and Regulation made there under shall be applicable on the Lessee/Sub-Lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, Noida in this regard shall be final and binding upon the parties concerned.
35. That the Lessee would be having the right to put the Hoardings etc. on the terrace on the elevation or on the boundary wall, or any other place of the

Project and to sell/rent/permit for use by the intending users, for which the Sub-Lessee(s) would not be having any kind of objection of whatsoever nature.

36. That the Sub-Lessee shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of allotted flat doors thereof. The Lessee shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building, except otherwise specified for the purpose by the Lessee in writing. The Lessee shall be entitled to recover the charges for uses of such publicity/display areas for the uses.
37. That the Sub-Lessee undertakes to apply and obtain membership of the Resident Welfare Association formed under the supervision and patronage of the Lessee, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act. The Sub-Lessee further undertakes that he/she will not accept or recognize nor form any other association as Resident Welfare and Association, and if he/she found contrary this would amount to breach of terms and conditions of this sub-lease.
38. That the Lessee has provided certain recreational and commercial facilities including '**Club**' to facilitate the occupants of the complex with the extended use by the relatives & guests which excludes outsiders, of sub lessees/tenants, as may be allowed by Lessee. The Sub-Lessee shall also be entitled to use the same in adherence to the Rules/Regulations framed by the Lessee for the use of such facilities on payment of charges etc. That the Lessee and Sub-Lessee have agreed that other Terms & Conditions of the, allotment letter, parent lease deed and Government Laws, building bye-laws, as amended from time to time shall be binding and shall be applicable on the Lessee/Sub Lessee.
39. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sub Lease Deed shall be exclusively borne by the Sub-Lessee.
40. That any dispute arising out of this sub lease deed shall be referred to the sole arbitrator to be appointed by the Managing Director of the Developer/Lessee. The venue of arbitration proceedings shall be at Delhi/New Delhi and the language of the proceedings shall be English only. The fees of the arbitrator shall be shared equally by both the parties, which shall be subject to the final award by the arbitrator. For other matters

excluding the arbitration proceeding, the District Courts at Gautam Budh Nagar shall only have the jurisdiction.

41. That after this Deed is executed, no disputes or differences relating to the registration, booking and allotment and Possession or any such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Lessee/Sub-Lessee, would be entertained by the Lessee, except otherwise provided or agreed between the parties in writing. Further, this Sub-Lease is executed subject to the final decision of original application No. 375 of 2015 (MA No. 892/2015, 893/2015 & 894/2015) Paramveer Singh V/s Union of India and others, pending before the National Green Tribunal, New Delhi.

SCHEDULE OF DWELLING UNIT

Dwelling Unit No. _____ on _____ Floor Tower _____ in the Complex known as "Ajnara Ambrosia" constructed at Plot No. GH-01, Sector-118, Noida, Gautam Budh Nagar-201301 (U.P.) having Super Area _____ sq.ft. (_____ sq. mtrs), Carpet Area of _____ sq.ft. (_____ sq. mtrs) and Covered Area of _____ sq.ft. (_____ sq. mtrs), comprising of _____ together with proportionate undivided impartible interest in land on sub-lease basis, as per enclosed plan, and bounded as follows:

East:

West:

As Per Lease-Plan Attached.

South:

North:

IN WITNESS WHEREOF, the parties have signed and executed this Deed on this day, month and year first written above in the presence of:

WITNESSES:

SIGNED AND DELIVERED BY

1.

(LESSOR)

(New Okhla industrial Development Authority)

2.

(LESSEE)

(M/s Ajnara India Limited)

(SUB-LESSEE(S))

PERFORMA - COMMERCIAL CONVEYANCE DEED

**SALE DEED FOR SUPERSTRUCTURE OF CONVENIENT SHOP/UNIT
AND SUB-LEASE DEED FOR LAND**

Shop No. :
Super Area : Sq. Ft. or (.....Sq. Mtr.)
Carpet Area : Sq. Ft. or (.....Sq. Mtr.)
Sale Consideration : Rs. (Without Roof Right)
Market Value : Rs.
Stamp Duty : Rs.
Circle Rate : Rs..... Per Sq. Mtr.

This indenture is made and executed at NOIDA on this ____ day of _____, 201____;
BETWEEN

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, District Gautam Budh Nagar, Uttar Pradesh, a Body Corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act 1976 (U.P. Act No.6 of 1976) (hereinafter referred to as The **“LESSOR”/“FIRST PARTY”** which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part;

AND

M/S AJNARA INDIA LIMITED, a Company incorporated under the provisions of Companies Act 1956 and having its Registered Office at 502, 5th Floor, Sachdeva Corporate Tower, Plot No.17, Karkardooma Community Centre, Delhi-110092, through its Authorized Signatory **Sh. Rajdeep Saxena** S/o Late Sh. H. N. Saxena duly authorized by the Board of Directors vide Resolution dated (hereinafter referred to as the **“LESSEE”/“SECOND PARTY”** which expression shall unless contrary or repugnant to the context thereof include its successors and assigns etc.) of the Second Part; (**PAN of the LESSEE/SECOND PARTY:** _____);

AND

Mr./Ms.(PAN NO:) and Mr./Ms..... (PAN NO.) both R/o(hereinafter referred to as the **“SUB-LESSEE/THIRD PARTY”** which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, executors, administrators, legal representatives, permitted assigns etc.) hereinafter called the party of the THIRD PART.

WHEREAS:

- A. The Second Party has constructed dwelling units & Convenient Shops on the Said Land in accordance with Building Bye Laws of the Lessor on the terms and conditions laid down in the said Lease Deed and the complex/project is called "Ajnara Ambrosia" (hereinafter referred to as the **“Said Complex/Project”**), which inter-alia consists of a block of the Convenient Shops named as **“Commercial Ambrosia”** (hereinafter referred to as the **“Convenient Shopping Complex”**). The Said Complex has various types of dwelling

units & Convenient Shops in it. The Second Party has obtained Completion Certificate from the Competent Authority for the Said Project.

- B. Under the terms of Said Lease Deed, the Second Party can allot to its registrants the dwelling units/Convenient Shops in said complex, including undivided share in land, common areas and facilities appurtenant to the dwelling units/Convenient Shops on such terms as decided by the Second Party.
- C. The Third Party/Sub-Lessee had applied to the Second Party for allotment of a Convenient Shop in the Convenient Shopping Complex and on faith of the statement and representations made by Third Party/Sub-Lessee at various stages, the Second Party allotted and received consideration mentioned herein and delivered possession of the Convenient Shop bearing No._____, on _____ Floor, having Super Area of _____ Sq. Ft. (_____ Sq. Mtrs.) which contains the Carpet Area approximate _____ Sq. Ft. (_____ Sq. Mtrs.) (hereinafter referred to as the “**Said Shop/Unit**”) to the Third Party/Sub-Lessee in the Convenient Shopping Complex alongwith undivided and impartible proportionate share in the land underneath the Convenient Shopping Complex including all easementary rights attached thereto alongwith rights of use of common areas and facilities earmarked for common use for all the Shop/Unit Owners within the Convenient Shopping Complex. The Third Party will also observe covenants, terms and conditions, as laid down in the previously mentioned Said Lease Deed between the First Party and the Second Party and on the terms and conditions hereunder.
- D. The Third Party/Sub-Lessee has carried out the inspection of the Building Plans of the Said Shop and the Convenient Shopping Complex, and has satisfied himself with respect to the same including as to the soundness of construction thereof and conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common amenities and passages, appurtenant to the Said Shop and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the Convenient Shopping complex.
- E. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.
- F. Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.

NOW, THEREFORE, THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:-

That in consideration of the amount of (Rupees only) which includes the cost of superstructure of the Said Shop and the undivided proportionate interest in the land of the Convenient Shopping Complex, paid by the Third Party to the Second Party, receipt whereof the Second Party hereby acknowledges and the Third Party agreeing to observe and perform the terms and conditions herein mentioned, the Second Party hereby conveys to the Third Party, the superstructure of the Said Shop in the Convenient Shopping Complex alongwith undivided and impartible proportionate share in the land underneath the Convenient Shopping Complex including all easementary rights attached thereto alongwith rights of use of common areas and facilities earmarked for common use for all the Shop/Unit Owners within the Convenient Shopping Complex and more particularly described in Schedule hereunder written, and plan annexed hereto.

The Second Party simultaneously does hereby also sub-lease unto the Third Party for the unexpired period of 90 years lease granted by Lessor/First Party, which commenced on _____ the undivided title to the Land proportionate to the area allotted to the Third Party in relation to the total area of the land underneath the Convenient Shopping Complex on the following terms and conditions:

1. That, the vacant and peaceful possession of the super structure of the Said Shop has been given to the Third Party. The Lessor has received one time Lease Rent of the Plot from the Lessee and the Sub-Lessee is not to pay any Lease Rent to the Lessor during the unexpired portion of the said Lease.
2. That, the Third Party/Sub-Lessee without any rebate or deduction whatsoever shall pay any other taxes, charges, levies and impositions etc. payable for the time being by the Second Party in relation to the land share of the Third Party.
3. That, the Third Party shall pay annual rents, taxes, charges, levies and impositions etc. payable for the time being by the Second Party as occupier of the Said Shop as and when the same becomes due and payable and shall in addition thereto shall also pay all other liabilities charges for repairs, maintenance and replacement etc. as per Maintenance Agreement between the Third Party and nominee of the Second Party.
4. That, the Second Party and the Third Party shall at all times duly perform and observe all the covenants and conditions which are contained in the Said Lease Deed executed between the Lessor and the Second Party and observe the same as applicable and relating to the land pertaining to the unit given to him.
5. That, any Transfer, sale, assignment or otherwise parting with the Said Shop by the Third Party will attract payment of prevailing transfer charges in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor in respect of the Transfer Charges will be final and binding. Any Transfer, sale, assignments or otherwise pertaining to the Said Shop by the Third Party/Sub-Lessee will also attract legal and documentation charges as decided by the Lessee from time to time and shall also be payable by the Third Party/Sub Lessee to the Lessee.
6. As Approved by C.E.O. (Chief Executive Officer),Noida Authority (Lessor) on Dated _____

That for the computation purpose, the dwelling unit/shop area means and includes the built up covered area of the dwelling unit/shop comprising of carpet area of dwelling unit/shop, area under walls, half area under partition walls, full areas of balconies(s), cupboard(s), spaces, projections, service shaft(s), terrace(s), garden(s), if any, attached to the unit/shop plus proportionate share of all the common areas such as foundations, columns, girders, beams, supports, main walls, roof, halls, corridors, lobbies, stairways, fire-escapes and entrances and exits of the building;

-basements, cellars, wards, parks, gardens, community centres and parking areas of common use except covered parking;

-The premises for the lodging of janitors or persons employed for the management of the property;

-Installations of central services, such as, power, light, gas, hot and cold water heating, refrigeration air conditioning, incinerating and sewerage; the elevators, tanks, pumps, motors, fans, cable pipe little (TV, gas electricity etc.) run water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use;

-such other community and commercial facilities except shops as may be specified in the bye-laws, and;

-all other parts of the property necessary or convenient to its existences, maintenance and safety, or normally in common use;

The Sub-Lessee shall get exclusive possession of the built-up covered area of dwelling unit/shop and is being transferred the title of the same along with undivided, impartible, unidentified title to the portion of the Land in the Said Complex/Convenient Shopping Complex in proportion to the area of the dwelling unit/Said Shop to the total constructed FAR area in the Said Complex/Convenient Shopping Complex through this Sub Lease Deed.

The Sub-Lessee/Third Party shall have all the right, interest, or title jointly in the remaining part of the Convenient Shopping Complex comprising of all common areas and facilities such as specified above including the right of ingress and egress in common areas, which shall remain the joint property of all the Sub Lessee/Third Party in the proportionate ratio of dwelling unit/Said Shop area owned out of total F.A.R. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues.

7. That, the Sub-Lessee shall be required to make the Said Shop functional within a period of one year from the date of Sub-Lease Deed and shall be required to submit the documents as per prevailing policy of commercial properties of the Lessor in this regard, failing which the extension charges shall be leviable as per policy of the Lessor for commercial properties.
8. That, the Sub-Lessee shall not mortgage the Said Shop for securing any loan at any stage except with the prior permission of the Lessor in writing, which shall be obtained, or given by the Lessor as per terms of Lease.
Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the amount payable to the Lessor on account of the unearned increase in the value of the land as aforesaid and the amount of Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the said land and the amount payable by the Third Party to the First Party shall be final and binding on all parties concerned.
9. That, notwithstanding the restrictions, limitations and conditions mentioned hereinabove; the Third Party shall be entitled to create tenancy of the whole of the Said Shop for the purposes of the commercial use only.
10. That, wherever the title of the Second Party/Third Party in the Said Shop is transferred in any manner whatsoever the transferee shall be bound by all covenants and condition contained herein or contained in the Said Lease Deed between the First and the Second

Party and he shall be answerable in all respects thereof in so far as the same may be applicable to effect and relate to the Said Shop.

11. That, in the event of death of the Third Party, the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor and the Lessee.
12. That, the Third Party shall from time to time and at all times pay directly to the local Govt./Local authority or Noida existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereinafter during the continuance of this Deed be assessed, charged or imposed upon the convenient shop hereby transferred or on the Third Party or his tenant/occupant in respect thereof.
13. That, the Second/Third Party shall in all respect comply with and be bound by the building drainage and other bye laws of the Noida Authority or other Authority for the time being in force or to exist in future.
14. That, the Second Party/Third Party shall not without the sanction and permission in writing of the Lessor, erect any building, or make any alteration or subdivide or amalgamate such transferred/Sub-Leased Said Shop.
15. That, the Third Party will use the Said Shop for commercial purpose and for no other purposes.
16. That, the Second/Third Party shall not in any manner whatsoever encroach upon the common land areas, common passages, facilities and services not handed over to him. All unauthorized encroachments made by the Second/Third Party shall be liable to be removed at his costs.
17. That, the Third Party/Sub-Lessee of Ground Floor convenient shop in the Convenient Shopping Complex will be entitled to the use of the sit-out earmarked for such convenient shop, for the limited purpose of keeping the same as green. No construction temporary or permanent is permitted on such sit out areas. The right of user shall however be subject to provisions of The Uttar Pradesh Apartments (Promotion of Construction, Ownership & Maintenance) Act, 2010 and the rules/regulations thereof.
18. That, the Third Party/Sub-Lessee of Top Floor Unit shall have the limited right of common usage of the terrace above the dwelling unit/shop subject to other occupants/maintenance agency in the Building/Tower having right to use the terrace at reasonable time for maintenance/upkeep of water tanks, fixing of TV antennas, or any other purpose requiring use of the terrace. The terrace shall also be available to the occupants of the building/tower in times of emergencies like fire etc. No construction, temporary or permanent, is permitted upon the top floor/terrace or any part thereof. The right to use shall however be subject to provisions of The Uttar Pradesh Apartments (Promotion of Construction, Ownership & Maintenance) Act, 2010 and the rules/regulations thereof.
19. That, the Second Party/Third Party shall on the expiry of the Said Lease Deed of the land, peacefully hand over the said land unto the Lessor after removing the super structure within the stipulated period. The proportionate land hereby Sub-Leased shall always remain undivisible and unidentified. Similarly, the Third Party shall have the right of usage of common areas and will not have right of possession of the same.

20. That, the Second/Third Party shall insure the premises comprehensively either singly or collectively with other allottees and keep the insurance current at all times.
21. That, the Second/Third Party and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no substantial material damages are caused to the premises or to the sanitary works therein.
22. That, all legal expenses, Stamp duty, Registration charges and all other incidental charges required for execution and registration of this Deed, have been borne by the Third Party.
23. That, after this Deed is executed, there shall remain no disputes or differences relating to the registration, booking and allotment and in all such matters as are instrumental to these and are likely to effect the mutual right, interest, privileges etc. and no claim of the Second/Third Party would be entertained. In the event of any dispute still arising with regard to the terms and conditions of this deed, the same shall be subject to the jurisdiction of District Court, Gautam Budh Nagar and the High Court of Judicature at Allahabad.
24. That, in case of any breach of the terms and conditions of this Deed by the Second Party/Third Party, the Lessor will have the right to re-enter the demised commercial unit/shop after determining the Sub-Lease. On re-entry of the demised unit, if it is occupied by any structure built in an unauthorised manner, by the Second Party/Third Party, the Lessor will remove the same at the expenses and cost of the Second Party/Third Party. At the time of re-entry of the demised unit, the Lessor may re-allot the same to any other person.
25. That, if the Third Party is found to have obtained the allotment, Sub-Lease of the demised unit by any mis-representation/mis-statement or fraud, this deed may be cancelled and the possession of the demised unit may be taken over by the Lessor and the Second/Third Party in such an event will not be entitled to claim any compensation in respect thereof.
26. That, all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under Section-43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) Act 1974(U.P.) Act No. 30 of 1974.
27. That, all powers exercisable by the Lessor under this deed may be exercised by the Chairman/Chief Executive Officers of the Lessor. The Lessor may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Deed.

Provided that the expression Chairman/Chief Executive Officer shall include the Chief Executive Officer for time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chairman/Chief Executive Officer.

28. That, all clauses of the Said Lease Deed executed by Lessor/Noida Authority in favour of Lessee/"M/s AJNARA INDIA Ltd." on _____ shall be applicable to this Deed. In case of any repugnancies of any provision of the Said Lease Deed and this Deed, the former shall prevail.

29. That, the Authority/Lessor has the right to recover the dues, if any, from the Lessee/Sub-Lessee or their successors as per rules, as per the rate of interest as per terms and conditions laid in the Said Lease Deed/Allotment.
30. That, the Lessee/Sub-Lessee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly the Chief Executive Officer or any Officer authorized, by Chief Executive Officer, Noida will have the power to get the maintenance done through the authority and recover the amount so spent from the Lessee/Sub-Lessee. The Lessee/Sub-Lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulations of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be applicable on the Lessee/Sub-Lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained, and decision of the Chief Executive Officer, Noida in this regard shall be final.
31. That, this Sub-Lease is executed subject to final decision of original application No. 375 of 2015 (MA No. 892/2015, 893/2015 & 894/2015) Paramveer Singh V/s Union of India and others, pending before The NATIONAL GREEN TRIBUNAL, NEW DELHI. All the terms & Conditions of the brochure of scheme, allotment, building byelaws as amended from time to time shall be binding upon Lessee/Sub-Lessees.

In Ref. of Office Order No.1917, Dated 01.06.2017

32. That in case, the Sub-Lessee availed the Housing Loan from any Bank/Financial Institution for the purpose to pay the Builder/Promoter against the said Convenient Shop/Unit, then, there is no need to get the Mortgage Permission from the Authority in favour of the concerned Bank/Financial Institution.

SCHEDULE OF SAID SHOP/UNIT

The Convenient Shop/Unit No._____, on _____ Floor (Without Roof Right) having approximate Super Area of _____ Sq. Ft. (_____Sq. Mtrs.) which contains the approximate **Carpet Area** of _____ Sq. Ft. (_____Sq. Mtrs.) (hereinafter referred to as the “**Said Shop/Unit**”), in the Convenient Shopping Complex known as ‘Ajnara Ambrosia’ alongwith undivided and impartible and unidentified proportionate interest in the land underneath the **Convenient Shopping Complex** including all easementary rights attached thereto alongwith rights of use of common areas and facilities earmarked for common use for all the shop/unit owners within the **Convenient Shopping Complex**, built in the Group Housing Complex titled ‘Ajnara Ambrosia’ situated at Plot No. GH-01, Sector-118, Noida, District Gautam Budh Nagar, Uttar Pradesh, as per enclosed plan, and bounded as follows:-

| | | |
|-------|---|-------------|
| East | : | As Per Site |
| West | : | As Per Site |
| South | : | As Per Site |
| North | : | As Per Site |

IN WITNESS WHEREOF, the parties have signed and executed this deed on the day month and year above written in the presence of following witnesses:-

**Lessor/First Party
(Authorised Signatory)**

**Lessee/Second Party
(Authorised Signatory)**

Sub-Lessee(s)/Third Party

WITNESSES

1.

2.