

QUADRIPARTITE SUB-LEASE DEED

Project Name : RiseRetailia
Sale Consideration : _____/-
Stamp Duty @__% : _____/-
Shop No. : _____
Floor : _____
Super Area : _____
Circle rate @ : _____/- per sq. mts.

THIS QUADRIPARTITE SUB-LEASE DEED IS made at Greater Noida, Distt – Gautam Budh Nagar, on this ____ day of ____2021.

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 successor and assigns, of the FIRST PART;

AND

M/S RISE PROJECTS PRIVATE LIMITED, (CIN No.U70102DL2013PTC247954), a company incorporated under the provisions of the Companies Act, 1956 or 2013, having its registered office at Lower Ground Floor, 195, Ram Vihar, Delhi – 110092 and its corporate office at Plot No. SC-01, Adjoining Sector TECHZONE-IV, Greater Noida (West), Gautam Buddha Nagar, Uttar Pradesh-201306 (PAN- AAFCB3687G), represented by its authorized signatory Sri. Devender Kumar Jain, son of Shri Indra Prakash Jain, resident of 7, Kunal Kunj, Rama Krishna Colony, Near Shiva Tower, G.T. Road, Ghaziabad-201001 (PAN No. AEUPJ9887J) authorized vide board resolution dated 10.08.2015, (hereinafter referred to as the **“LESSEE”** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the SECOND PART;

AND

M/S EUPHORIA SPORTS CITY PRIVATE LIMITED, (CIN No.U45400DL2011PTC228032), a company incorporated under the provisions of the Companies Act, 1956 or 2013, having its registered office at S-406, Lower Ground Floor, Greater Kailash-II, New Delhi 110048 (PAN No. AACCE8876D) represented by its authorized signatory Sri. Devender Kumar Jain, son of Shri Indra Prakash Jain, resident of 7, Kunal Kunj, Rama Krishna Colony, Near Shiva Tower, G.T. Road, Ghaziabad-201001 (PAN No. AEUPJ9887J) authorized vide board resolution dated 02.11.2016, (hereinafter referred to as the **“Confirming Party”**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the THIRD PART;

AND

[If the Sub-Lessee is a company]

(CIN No._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, _____, (Aadhaar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the **“Sub-Lessee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Sub-Lessee is a Partnership Firm]

_____ a partnership firm

registered under the [Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008, as the case may be], having its principal place of business at _____ (PAN _____), represented by its authorized partner, _____ (Aadhaar No. _____) authorized vide _____, hereinafter referred to as the **“Sub-Lessee”**

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns). (Hereinafter referred to as the "SUB-LESSEE"). Which expression shall, unless It be repugnant to the context or meaning hereof, mean and Include his / her/ their/ legal heirs, executors, administrators, legal representatives and assigns of the Fourth Part.

[OR]

[If the Sub-Lessee is an individual]

Mr./Ms. _____ (Aadhaar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the **“Sub-Lessee”** (which expression shall unless/repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

AND

Mr./Ms. _____ (Aadhaar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the **“Sub-Lessee”** (which expression shall unless/repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Sub-Lessee is a HUF]

Mr. _____, (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/residence at _____, PAN _____), hereinafter referred to as the **“Sub-Lessee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

DEFINED TERM	DEFINITIONS
“Association” of “Association Project”	means the association of Sub-Lessee(s) of the Project formed by the Lessee under relevant provisions of Apartment Act.
“Association of Larger Project”	means the association of Sub-Lessee(s) of the Larger Project, comprising members of all Associations formed in each phase/ project of the Larger Project.
“Carpet Area”	shall have the meaning as ascribed to it in the Act and/or Rules framed thereunder.
“Common Areas”	shall have the meaning as ascribed to it in Schedule ____ hereof.
“Government”	means the Government of Uttar Pradesh.
“Larger Land”	shall have the meaning as ascribed to it in Recital A.
“Larger Project”	shall mean real estate project(s) to be developed on the Larger Land collectively including the Project.
“Maintenance Agreement”	means the agreement to be executed between the Maintenance Agency and/or Lessee and the Sub-Lessee/ Association of Project, for maintenance of the Common Areas and facilities in the Project / phases thereof by the Maintenance Agency.

“Maintenance Agency”	shall have the meaning as ascribed to in the Para 11.2 hereof.
“Maintenance Charges”	shall mean the charges payable by Sub-Lessee to the Maintenance Agency (in accordance with the demand raised by the Maintenance Agency) for the maintenance and upkeep of the Common Areas and facilities, but does not include;
	i. the charges for actual consumption of utilities in the said Shop including but not limited to electricity, water, telephone etc., which shall be charged on the basis of actual consumption on monthly basis or such other periods as may be specified by the Maintenance Agency; and
	ii. any statutory payments, taxes etc., with regard to the said Shop / said Project.
“Project”	shall have the meaning as ascribed to it in Recital C. and other areas, amenities & facilities as more clearly detailed and depicted in Exhibit 1.
Super Area	means the built-up area of the Said Shop. which is the entire area enclosed by its periphery walls including half of the area under common walls between two Shops and full area of the other walls, columns and projections plus proportionate share in the common areas and facilities

WHEREAS:

- A. The Confirming Party is the absolute and lawful owner of lease-hold right in respect of Sport City Plot No. SC-01, Adjoining Sector TechZone-IV, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh admeasuring 3,52,036 Sq. Mtrs. approximately (**“Larger Land”**) vide Lease deed dated 24.05.2016 executed by Greater Noida Industrial Development Authority (GNIDA) and duly registered in the office of sub-Registrar Sadar, Guatam Buddh Nagar, Uttar Pradesh on 13.07.2016 bearing registration No.18633 in book No.1, at pages131 to 182, for the term of 90 years commencing from the date of its date of execution.
- B. The Confirming Party and the Lessee have entered into an Agreement dated 14th March 2019 by virtue of which the Confirming Party has granted irrevocable, sole and exclusive development rights in respect of land parcel admeasuring 39605 Sq. mts. (**“Said Land”**) out of the Larger Land for commencing, carrying out and completion of development on the Project Land in terms of sanctioned drawings, plans and approvals. The Lessee proposes to develop the Said Land in phase wise manner and out of the Said land the Lessee is developing a real estate project on land admeasuring 4647 Sq. Mts. (**“Project Land”**)
- C. On the Project Land is developed a real estate project comprising of Shop/commercial spaces, known as **“RISE RETAILIA”** (**“Project”**).
- D. The Common Areas, amenities and facilities etc., proposed to be developed in the Project are more clearly described and depicted in the layout plan attached hereto as **Schedule _____**.
- E. The Greater Noida Industrial Development Authority (GNIDA) has granted the Building Sanction Letter to develop the Project vide approval letter no. PLG/(BP)3724/66 dated 04.11.2016.
- F. The Lessee has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from Greater Noida Industrial Development Authority (GNIDA).
- G. The Sub-Lessee named above applied to the Lessee for allotment of a Shop/Storage/Office Space and the lessee allotted a Shop/office space bearing No. _____, on _____ Floor, having its Super Area _____Sq. Ft., _____ Sq. Mtr. In the Commercial Complex known "Rise Times Square- Palm Street" (here in after "Said Commercial Complex") along with undivided and impartible proportionate share in the land underneath the Said Commercial Complex and undivided proportionate share in the common areas of the Said Commercial Complex along with rights of use of common areas and facilities earmarked for common use for all the Shop Owners within the Said Commercial Complex known " Rise Times Square- Palm Street ", of Sport City Plot No.

SC-01, Adjoining Sector TechZone-IV, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh (hereinafter called as the "**Said Shop**") on the terms and conditions as contained In Allotment dated _____ executed between the Lessee and the Sub-Lessee/Sub-Lessee.

- H. The Sub-Lessee has carried out the Inspection of the lease deed executed in favour of Lessee by the Lessor. Building plans of said project/Complex and has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting 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 said Complex.
- I. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice-versa.
- J. 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:

1. That in consideration of the amount of Rs. _____ /- (Rupees _____ Only) paid by the Sub-Lessee/Sub-Lessee to the Lessee. The receipt whereof the Lessee hereby admits and acknowledges, and the Sub-Lessee/Sub-Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Letter, the Lease Deed executed between the Lessor and the Lessee and the terms and conditions of Allotment Letter, executed between the Sub-Lessee/Sub-Lessee and the Lessee. the Lessee do there by agrees to demise and the Sub-Lessee/Sub-Lessee agrees to take on Sub-lease the Said Shop with all rights and easements what so ever necessary for the enjoyment of the Said Shop alongwith right to use the common staircases, corridors, common roads, facilities, entrance and exits of the building, water supply arrangement, installations, such as power system. Lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Lessor and the Lessee doth here by grant Sub-Lease of the said Shop unto the said Sub-Lessee, for unexpired period of 90 years reckoned from 24.05.2016.
3. The vacant and peaceful possession of the said Shop has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-lease Deed, and the Sub-Lessee has satisfied himself as to the area of the Said Shop quality and extent of construction and the specifications In relation thereto and the Sub- Lessee has agreed not to raise any dispute at any time in future on this account.
4. That the said complex is undivided portion of Sport City- Plot No. SC-01, Adjoining Sector TechZone-IV, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh - 201306 thus maintenance charges and other necessary charges of the project are applicable and payable by the Sub- Lessee. The Sub-Lessee has executed a separate Maintenance Agreement for the maintenance and shall bound by all the covenants and conditions therein.
5. That the electricity supply to the Shop of the Project "**Rise Retailia**" has been provided from single point electricity connection through separate meters. The maintenance charges of the Project "Rise Times Square- Palm Street " Electricity consumption charges and Power Back-up charges(if available) will be charged through that electricity meter on prepaid basis, the electricity supply of the Shop shall not be restored until the dues of any charges remains unpaid interest @18% per annum shall be charged for the period of delay.
6. That for computation purpose the Super Area means the built-up area of the Said Shop. which is the entire area enclosed by its periphery walls including half of the area under common walls between two Shops and full area of the other walls, columns and projections plus proportionate share in the common areas and facilities ie corridors, passages , staircases, underground/overhead water tanks, entrance lobbies ,electric sub-station, pump house. Shafts guard rooms of the Said Commercial Complex .
7. That the Sub-Lessee shall not been titled to claim partition of his undivided share In the land of the Complex "Rise Retailia", as aforesaid, and the same shall always remain undivided and impartibly and unidentified.
8. The Sub-Lessee undertakes to put to use the said Shop exclusively for the Commercial use only which are permissible under the Law and he shall not use the said Shop for any other purpose e.g. Rice mill, Factory, Welding Work, or any kind of non-vegetable Shop, Automobile

Workshop or Shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Shop etc. any activity which is injurious or which is prohibited by the State or Central Government.

9. That except for the transfer of said Shop all common easementary rights attached therewith, the common areas and facilities as provided in the said Complex and its adjoining areas, facilities therein, storage areas etc. and the un-allotted areas and Shops (if any) shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who has all the rights to disposed of these properties.
10. That the said Shop is free from all sorts of encumbrances, liens and charges etc., except those created at the request of the Sub-Lessee himself to facilitate his loan financial assistance for purchase of the said Shop.
11. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on provided always that the Lessor shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee.
12. That the Lessor has received one time lease rent in respect of the said land from the Lessee and hereby confirms that no lease rent is payable in future by the Sub- Lessee in respect of the said Shop during the period of Sub-Lease.
13. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, compensation to the farmers, metro cess, charges, GST etc., levies and impositions, levied by the Lessor and/or any other local or statutory authority from time to time In proportion to the area of the said Shop from the date of allotment of the said Shop by the Lessee.
14. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained In this Sub-Lease Deed, Lease Deed and the Allotment Letter and the terms & conditions of Allotment and punctually observe the same in respect of the said Shop purchased by him. The Lease deed shall be deemed to be a part of this sublease deed. The Sub-Lessee confirms that he has received a copy of the said lease deed.
15. That the Sub-Lessee shall not sell, transfer or assign, mortgage or sub-let the whole or any part or the said Shop to anyone except with the previous consent In writing of the Lessor and on such terms and conditions Including the transfer charges/fees as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties.
16. That it will be necessary to obtain a No Dues Certificate/NOC from the lessee in case of subsequent Sub-Lease along with due incorporation of the particulars of the subsequent transferee(s) with the lessee, and the said NOC will be issued by the lessee upon payment of administrative charges as decided by the lessee from time to time plus applicable taxes.
17. That whenever the title of the Sub-lessee in the said Shop is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-lease Deed, lease Deed and the terms and conditions of Allotment and the Maintenance Agreement referred to elsewhere in this Sub Lease Deed and he will be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said Shop.
18.
 - a. That whenever the title of the said Shop is transferred In any manner whatsoever It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency and obtain the No Dues of certificate from the Lessee or its nominee or the Shop Owners Association. As the case may be and No Dues for the Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Shop, failing which the transferee occupying the said Shop, shall have to pay the outstanding dues to the Maintenance Agency.
 - b. In the event of death of the Sub-lessee, the person on whom the rights of the deceased devolve by law of succession, shall within Three (3) months of devolution give notice of such devolution to the Lessor and the Lessee/Maintenance Agency/ Shop Owners Association (as the case maybe). The person on whom the rights of the deceased shall

devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Lessor or any other Government Agency.

- c. The transferee or the person on whom the title devolves as the case maybe, shall furnish to the lessor/lessee and to the nominated Maintenance Agency certified copies, of documents evidencing the transfer or devolution.
19. That the Sub-Lessee may mortgage the said Shop In favor of the State or Central or financial Institutions/commercial banks, etc., for raising loan with the prior permission of the Lessor and Lessee in writing before execution of Sub-Lease Deed Provided that In the event of sale or foreclosure of the mortgaged or charged property. The Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said Shop as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court of law.
20. That the Lessor and/or the Lessee and/or the Maintenance Agency and their employees shall have the right to enter into and upon the said Shop in order to Inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice to the Sub-Lessee except in case of emergency during the term of the Sub-Lease and the Lessor/Maintenance Agency will give notice of the provisions of this Clause.
21. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government /Central Govt. / Local Authority or Lessor existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the said Shop here by transferred.
22. That so long as each said Shop shall not be separately assessed for the taxes, duties etc., the sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Shop to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessee of the Project/Complex shall deposit the same with the concerned local Authority or Lessor.
23. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub divided or amalgamate the said Shop.
24.
 - a. The Sub-Lessee will not carry on, or permit to be carried on, in the said Shop any trade or business whatsoever which in opinion of the Lessor and/or Lessee maybe a nuisance, annoyance or disturbance to the other owners of the said complex and persons living In the neighborhood.
 - b. The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor now existing or herein after to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the Complex.
25. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/ permanent constructions carried out in the said Shop by the Sub-Lessee shall be liable to be removed at his own cost by the Lessor or by the Lessee and/or by the Maintenance Agency with the prior approval of the Lessor. The charges levied by the Lessor in this regard shall be finalized and binding on the Sub-Lessee.
26. That the Project/complex alongwith pump houses, generators, etc. may be got insured against fire, earthquake and civil commotion at the expenses of the Sub- Lessee by the Lessee or the Maintenance Agency and all the Sub-Lessee pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub-Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.
27. That the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent Shop etc. nor violates the rules or bye-laws of the Local Authorities.
28. That the Sub-Lessee may get Insurance of the contents lying in the said Shop at his own cost

and expenses, The Sub-Lessee shall not keep any hazardous, explosive, In-flammable material in the Building/Complex or any part thereof. The Sub-Lessee shall always keep the Lessor/Lessee or its Maintenance Agency or Shop Owner Association, harmless and Indemnified for any loss and/or damages in respect of thereof.

29. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Shop In any form The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side or the shutters etc. and shall not carry out any change In the exterior elevation and design.
30. That the Lessee/Sub-Lessee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
31. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease for hold the Lessor's responsibility to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
32. That the Lessee/Sub-Lessee/Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the moral so rare indecent or immoral. The Lessee/Sub-Lessee/Tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except at a place specified for the purpose by the Lessee.
33. That the Sub-Lessee shall not remove any walls of the said Shop including load bearing walls and all the walls/structures of the same shall remain common between the Sub-Lessee and Owners of the adjacent shops.
34. The Sub-Lessee may undertake minor internal alterations in his Shop only with the prior written approval of the Lessee. The Sub-Lessee shall not be allowed to effect any of the following changes/alterations:
 - a. Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent Shops. In case damage is caused to an adjacent Shop or common area, the Sub-Lessee will get the same repaired.
 - b. Making encroachments on the common spaces in the complex.
35. That the Sub-Lessee shall strictly observe the following points and those attached to this deed as Schedule _____ to ensure safety, durability and long term maintenance of the Building:
 - a. No changes in the internal lay-out of a Shop should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required.
 - b. No RCC structural member like column and beams should be hammered or punctured for any purpose.
 - c. All the plumbing problems should be attended only by qualified or experienced plumber in the building. The plumbing network inside the Shop (if applicable) is not tampered with or modified in any case.
 - d. Use of acids for cleaning the toilets should be avoided.
 - e. All the external disposal services to be maintained by periodical cleaning.
 - f. No alterations will be allowed in elevation, even of temporary nature.
 - g. Any electrical wiring cable changes should be made by using good quality materials as far as possible and same should be carried out by licensed electrician.
 - h. In case Sub-Lessee rents out the Shop, he is required to submit all details of the tenants to the Maintenance Agency/Shop Owner Association as the case may. The Sub-Lessee will be responsible for any acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile.
36. That the Sub-Lessee and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises.
37. That the Stamp duty, Registration fee and all other incidental charges required for execution and registration of this Deed shall be borne and paid by the Sub-Lessee.
38. That the Lessor shall be entitled to recover all dues payable to it under the deed by the Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
39. The provisions of U.P. Industrial Area Development Act, 1976 and any rules/ regulations framed under the Act or any direction issued shall be binding on the Lessee/Sub-Lessee.

40. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by under this Deed. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer.
41. The Chief Executive Officer of the Lessor reserves the rights to make such additions alterations or modification in terms and conditions from time to time as it may consider just and reasonable and shall be binding and acting upon the Lessee/Sub- Lessee.
42. That in case of any breach of the terms and conditions of this deed by the Sub- Lessee and/or breach of terms and conditions of the Lease Deed executed between the Lessor and the Lessee and terms and conditions of Allotment for said Shop between the Sub- Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Shop after determining the lease hold rights in respect thereof, On re-entry of the demised said Shop, if it is occupied by any structure built unauthorisedly by the Sub-Lessee, the Lessor and/or the Lessee will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right or re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.
43. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development Act 1976 (U.P. Act No. 6 of 1976) 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 modifications) 1974 (U.P. Act No. 30 of 1974).

SCHEDULE OF SHOP

Commercial Shop bearing No. _____ on _____ Floor having its total Super area of _____ Sq. Ft. _____ Sq. Mtrs) and Carpet Area _____ Sq. Ft. (_____ Sq. Mtrs.) in "**Rise Retailia**", built on Plot No. Plot No. SC-01, Adjoining Sector TECHZONE-IV, Greater Noida (West), Gautam Buddha Nagar, Uttar Pradesh along with undivided, impartible, unidentified lease hold rights in the portion of the said land underneath the building in proportion of the super area of the said Shop as per the enclosed plan and bounded as follows:

East
West
South
North.

(as per the Floor Plan)

IN WITNESS WHEREOF the Parties have here unto set their hands on the _____ day,
_____ month and the _____ year first above written:

In presence of

Witness:

1. _____

2. _____

Signed for & Behalf of **GNIDA**
LESSOR

Signed for & Behalf of **Rise Projects Pvt. Ltd.**
LESSEE

Signed for & Behalf of **Euphoria Sports City Pvt. Ltd.**
CONFIRMING PARTY

Signed on Behalf of **Allottee(s)**
SUB-LESSEE

SCHEDULE

USAGE:

1. Use of Service Areas: The service areas, if any, as located within the **"Rise Retailia"**, shall be earmarked for to be used for services including but not limited to electric sub-station, transformer(if any), DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Sub-Lessee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Project for rendering maintenance services.
2. The use of the said Shop by the Sub-Lessee shall be subject to strict compliance of the rules/code of conduct as may be formulated and determined by the Lessee/ Maintenance Agency for such occupation/usage/access. Further, the Lessee/ Maintenance Agency reserves the right to modify/amend the rules/code of conduct and such modifications/changes shall be binding on the Sub-Lessee along with other occupants in the Shop.
3. The Shop shall be used for commercial purposes only. The Sub-Lessee undertakes not to (i) use the said Shop or permit the same to be used for any purpose which is mentioned in the restrict / prohibited usage list as per the Law of the Land, or (ii) use the for any illegal or immoral purposes, and / or (iii) do or cause to be done any act/omission which may cause nuisance, damage, annoyance or inconvenience to the occupiers of adjoining Shops/areas. Any change in the specified usage of the Shop, which is not in consonance with the usage as specified in this Agreement, rules prescribed by the Maintenance Agency or is detrimental to the public interest shall be the breach of terms and conditions of this Agreement.
4. The Sub-Lessee shall not use the Shop in a manner that may cause noise pollution, nuisance or annoyance to other Shop owners or occupants of the Project; or to do or permit anything to be done in or around the Shop which tends to cause damage to any flooring or ceiling or services of any Shop over, below, adjacent to the Shop or interference to any adjacent Shop, building(s) or in any manner interfere with the use of spaces, passages, corridors, roads or amenities available for common use.
5. The Lessee/Maintenance Agency shall not be liable for theft, pilferage or misplacement of any material, fixtures, fittings or equipment kept/installed by the Sub-Lessee at the said Shop and/or any accident or injury caused or occasioned to the Sub-Lessee, its visitors or any employee or the workers engaged by the Sub-Lessee.

GENERAL COMPLIANCE WITH RESPECT TO THE SHOP/RISE TIMES SQUARE- PALM STREET:

1. The Project shall always be known as **"RISE Retailia"** and this name shall not be changed by anyone including the Sub-Lessee or his lessees / occupant(s) transferee(s) / assignee(s) / association etc.
2. The Sub-Lessee shall be solely responsible to maintain the Shop at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project, or the Shop, or the staircase, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Shop and keep the Shop, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
3. The Sub-Lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Lessee and thereafter the Association of Project/ Association of Larger Project and/or Maintenance Agency appointed by Association of Project. The Sub-Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
4. Disposal of work debris: Dispose of all debris and waste materials of whatever nature resulting from any works herein in a manner prescribed by the Lessee/ maintenance Agency/ association failing which the Lessee reserves the right (without being under any obligation to do so) to dispose of the same and all costs and expenses incurred by the Lessee in this respect shall be paid by the Sub-Lessee to the Lessee/ maintenance Agency/ association as the case may be on demand.

5. Garbage Disposal: Daily collect and/or to remove all refuse or rubbish whatsoever from the Shop and deposit the same in approved refuse bins, receptacles or containers as may be directed from time to time at such specified places by the Lessee/ maintenance Agency/ association, its nominees, the Ministry of Environment and/or any competent authority or organization.
6. Bulky waste: Arrange for all bulky waste or debris, including, but not limited to, packing crates, furniture and machinery, to be removed off site immediately and dispose of the same in accordance with statutory or regulatory requirements at the sole expense of the Sub-Lessee and in the event of any default by the Sub-Lessee, the Lessee may carry out such remedial measures as it thinks necessary and all costs and expenses incurred thereby shall be paid by the Sub-Lessee to the Lessee forthwith on demand and all costs and expenses so incurred together with interest thereon from the date the costs and expenses so incurred by the Lessee until the date they are paid, shall be recoverable from the Sub-Lessee as if they were maintenance charges in arrears.
7. Loading of Heavy Equipment: Not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Shop any weight greater than [___] kilogram per square meter (or as the Lessee may from time to time prescribe) or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the Lessee or occupants of the Rise Times Square- Palm Street and the Sub-Lessee shall when required by the Lessee distribute any load on any part of the floor of the Shop in accordance with the directions and requirements of the Lessee and in the interpretation and application of the provisions of this sub-clause the decision of the surveyor, architect or engineer of the Lessee shall be final and binding on the Sub-Lessee.
8. Loading and Unloading: Carry out all loading and unloading at such location(s) and at such times as the Lessee /maintenance agency/or the Association may from time to time prescribe.
9. Use of Lifts and Escalators: Not place or take into the lifts or onto the escalators, without the prior approval of the Lessee, any baggage, furniture, heavy articles or other goods.
10. Bar to Obstruction: Not block up or darken or obstruct or obscure any of the windows or lights of the Rise Times Square- Palm Street/Complex and shall not cover or obstruct any ventilating shafts or inlets or outlets and keep the Shop well and sufficiently lighted throughout the Business Hours.
11. Bar on keeping goods: Not place or leave outside the Shop or anywhere within or outside the Rise Times Square- Palm Street any packages, boxes or crates of any description or parcel of goods or articles or any containers of any description and carry out all unpacking of goods within the Shop.

THE SUB-LESSEE SHALL NOT:

1. Construct, place or maintain any matter or thing upon, over or under the Common Areas nor throw/stack trash, garbage, excess materials of any kind on or about the Common Areas;
2. Fix/install the air-conditioners/coolers at any place (other than the space(s) provided for in the building design) including but not limited to open spaces, passage, Common Areas, or in the staircase and shall ensure that no water drips from any cooler/air conditioner;
3. Make any additional construction in or on the Shop or the plot on which the Shop has been constructed;
4. Use the common parts / areas of the Project for keeping/chaining pets, dogs, birds or for any storage of cycles etc. and not to block the Common Areas in any manner whatsoever;
5. Keep battery, invertors/petrol, kerosene, generators, flowers, vessels, air conditioners, coolers etc. in the stairs or entrance or road.
6. Install its personal / individual generator(s) for providing power back up to the Shop. However, they may install UPS systems within the Shop.
7. Carry on construction / interior works in a manner to hinder/obstruct /or cause in convenience in any form to the fellow Sub-Lessee(s) and shall not continue with the construction activity of whatsoever nature beyond 9 pm. in the night.
8. Affix or draw any wire, cable, pipe from, to or through any Common Areas or outside walls of the Rise Times Square- Palm Street, without approval.
9. Restrict any of the other owners/occupiers of the Shops in the Rise Times Square- Palm Street the full and unrestricted enjoyment of the Easements and Common Areas.

10. Object to or obstruct in any manner whatsoever if the Lessee or the Maintenance Agency, as the case be, disconnects or discontinues supply of electricity to the Shop for non-payment of electricity charges as per bills raised for the same upon it.
11. Make any claim of any nature whatsoever with regard to any other areas, open or covered, of or in the Project besides the shop and the common enjoyment of the Common Areas.