Details of property
Dwelling Unit No._____, Tower –_____, on _____ Floor, in the Complex known as **"SAMRIDHI GRAND AVENUE"** Built on Group Housing Plot No.DV GH-09D, Techzone-IV, Greater Noida West, GautamBudh Nagar, Uttar Pradesh.
For and on behalf of
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)

Name and address of Sub-Lessee
For and on behalf of
M/s SAMRIDHI REALTY HOMES PVT.LTD.
(PAN NO. AASCS7348Q),
MR. ANURAG AGRAWAL
(Aadhaar Card No.562842046351)
& MR. PAWAN KUMAR AGARWAL
(Aadhaar Card No.629800472565)
S/o Mr. Bodu Ram Agarwal
Authorised Signatory

Name and address of Sub-Sub-Lessee

Name and address of Witnesses

For & on behalf of GNIDA For & On behalf of
"M/s SAMRIDHI REALTY HOMES PVT. LTD."
Lessor Sub-Lessee Sub-Sub-Lessee/s

TRIPARTITE SUB-LEASE DEED FINAL

Dwelling Unit No._____, Tower –_____, on _____ Floor, in the Complex known as **"SAMRIDHI GRAND AVENUE"** Built on Group Housing Plot No. DV GH-09D, Techzone-IV, Greater Noida West, GautamBudh Nagar, Uttar Pradesh.

Sale Consideration	:	Rs.
Market Value	:	Rs.
Stamp Duty @ 5%	:	Rs.
Car Parking	:	_____ Parking
Floor	:	_____ Floor
Super Area	:	_____
Power Backup	:	Yes
Swimming Pool	:	Yes
Club/Community Centre	:	Yes
Gym	:	Yes
Lift	:	Yes
Circle Rate	:	Rs.32000/- Per Sq. Mtrs.

10% extra for all facilities

Circle rate @Rs.32,000/- Per Sq. Mtrs. + 10% i.e. Rs.3,200/- for Facilities, thus Total Rs.35,200/- Per Sq. Mtrs.

(According to Govt. Circle Rate List Mentioned on page No.117, Sr. No.29 software V-Code is 0079, floor rebate is as per rate list.)

For & on behalf of GNIDA — For & On behalf of "M/s SAMRIDHI REALTY HOMES PVT. LTD."

Lessor — Sub-Lessee — Sub-Sub-Lessee/s

THIS **TRIPARTITESUB-LEASE DEED FINAL** is made and executed at Greater Noida, Distt. GautamBudh Nagar, on this ..... day of _____, 2018.

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 SAMRIDHI REALTY HOMES PVT. LTD. (PAN NO. AASCS7348Q), a Company registered under the Companies Act, 1956 having its corporate office at 438, Jagriti Enclave, New Delhi-110092, through its authorized signatory**MR. ANURAG AGRAWAL** (Aadhaar Card No.562842046351) S/o ShriPramod Kumar Agarwal R/o L-513, Gali No.7, Shani Bazar Road, SangamVihar, Delhi-110062**&MR. PAWAN KUMAR AGARWAL** (Aadhaar Card No.629800472565) S/o Mr. Bodu Ram Agarwal R/o 52/48, 3rd Floor, Ramjas Road, Karol Bagh Central Delhi-110005 and bothpresently residing at Samridhi Grand Avenue at Plot No. DV GH-09D, Techzone-IV, Greater Noida West, U.P., duly authorised by its Board of Directors vide Resolution dated **25/03/2018** (hereinafter referred to as the **"SUB-LESSEE" FIRST/COMPANY**, which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns) of the SECOND PART;

The said **MR. ANURAG AGRAWAL**Authorised Signatory of Lessee Company **M/s SAMRIDHI REALTY HOMES PVT. LTD.** has authorized and appointed to MR. DINESH KUMAR SHARMA (Advocate) (Aadhaar Card No.273913358470) S/o ShriShashi Sharma & MR. OMDUTT (Advocate) (AadhaarCard No.216485029107) S/o Late Hukam Singh both C/o **M/s SAMRIDHI REALTY HOMES PVT. LTD.** at Plot No.DV GH-09D, Techzone-IV, Greater Noida West GautamBudh Nagar, U.P., as his Authentic Attorney vide Authentic Power of attorney dated **02.04.2018** to present the Sub-Lease Deed(s) for registration before the Concerned Sub-Registrar SadarGautamBudh Nagar, U.P. in respect of the dwelling units/Flats/Apartments/commercial units and other units constructed in the Group Housing Complex **"SAMRIDHI GRAND AVENUE"** at Plot No. DV GH-09D, Techzone-IV, Greater Noida West, GautamBudh Nagar, U.P., the said Authentic Power of Attorney has been registered in the office of Sub-Registrar SadarGautamBudhNagar

U.P., on dated 02.04.2018 as Document No.26 in Bahi No.6 Jild No.8 on Pages 1 to 16.

AND

_____

_____

_____ (hereinafter referred to as the **FINAL PURCHASER "SUB-SUB-LESSEE"/ALLOTTEE(S)**, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

WHEREAS:

A. **Greater Noida Industrial Development Authority** ("GNIDA") as Lessor invited bids under its reservation/acceptance letter no PROP/BRS-03/2010/1670 dated 23.07.2010 and allotment No. PROP/BRS-03/2010/13, dated 30.08.2010, for allotment of various plots, including the Plot No. GH-09D, Techzone-IV, Greater Noida West Distt. GautamBudh Nagar U.P., for development of Residential Township with the permissible usage for development of Group Housing, Commercial, Institutional and Parks, open spaces, Play Ground, Roads and public parking.

B. **GNIDA allotted a plot bearing No. GH-09D, area measuring 354298 Sq. Mtrs.**Techzone-IV, Greater Noida West Distt. GautamBudh Nagar U.P., to M/S AMRAPALI DREAM VALLEY PVT. LTD.(hereinafter referred to as the Lessee)by virtue of Lease Deed dated 25.02.2011, which is duly registered with the office of Sub-Registrar, sadar, Greater Noida GautamBudh Nagar, U.P. as Document No. 3267, Book No 1, Zild No. 8049 from Pages 1 to 30 on dated 25.02.2011, for the period of Ninety(90) years reckoned from execution of Lease Deed.

C. **And after that GNIDA and Lessee** as per Lease Deed Dated 25/02/2011, transferred Plot No. DV GH-09D, Techzone-IV, Greater Noida West Distt. GautamBudh Nagar U.P., area measuring **27989** Sq. Mtrs. to **M/s SAMRIDHI REALTY HOMES PVT. LTD. Having its registered office at** _____ **(hereinafter referred to as "Company")** by virtue of Sub-Lease Deed dated **17.06.2013**, which is duly registered with the office of Sub-Registrar Sadar, Greater Noida, U.P. on Book No.1, Volume

No.13499, on pages 243 TO 272 document No.14744, dated 17.06.2013, and the sub-Lease Deed is executed by and between GNIDA, Lessee and **M/s SAMRIDHI REALTY HOMES PVT. LTD.**,

D. The Sub-Lessee/Company had obtained approval of layout for development of Group Housing project on the part of the above said land, project known as "**SAMRIDHI GRAND AVENUE**", for development of Group Housing, Commercial and Facilities project etc. and carried out internal development work comprising of site clearance, leveling, construction of internal roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and obtained sanction of the building plans for development and construction of the Group Housing Building on the Said Land and as such, have constructed multi-storied complex and each consisting of several Flats/Dwelling Units, Club, Commercial Spaces, Gymnasium, Swimming Pool, Service Building etc. The said Building together with the Said Land shall hereafter be referred to and named as the **"SAMRIDHI GRAND AVENUE".**

E. **M/s SAMRIDHI REALTY HOMES PVT. LTD.** has developed a group housing complex named **"SAMRIDHI GRAND AVENUE"** (hereinafter called the said Complex") build on plot bearing No. DV GH-09D,Techzone-IV, Greater Noida West Distt. GautamBudh Nagar U.P., area measuring 27989 Sq. Mtrs. being part of a Group Housing Lease Hold Plot No. GH-09D, Techzone-IV, Greater Noida West Distt. GautamBudh Nagar U.P.

F. The said Sub-Sub-Lessee/allottee named above, applied to the Sub-Lessee/Company for allotment of a Flat/Dwelling Unit and the Sub-Lessee/Company allotted a Flat/Dwelling Unit bearing No._____, on _____ Floor, Tower-_____, Total Super area _____, project known as **"SAMRIDHI GRAND AVENUE"** built on Plot No. DV GH-09D, situated at Techzone-IV, Greater Noida West, District Gautam Budh Nagar, U.P. together with proportionate rights to use the common covered area, including all easement rights attached thereto, (hereinafter referred to as Said "Flat/Dwelling Unit") alongwith undivided and impartible lease-hold

rights in the portion of the Said Land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the ratio of the super area of the said Flat/Unit in the all phases of the Complex already build and to be build, more fully described in the Schedule given hereunder, on the terms and conditions as contained in the terms and conditions of **Allotment dated**_____ executed between the Sub-Lessee/Company and the Sub-Sub- Lessee/Allottee(s).

G. The Sub-Sub-Lessee/Allottee(s) has carried out the inspection of the lease deed executed between the Lessor and Lessee aforesaid as well as Sub-Lease Deed executed between the Lessor,Lessee aforesaid and Sub-Lessee/Company, building plans of said project/dwelling unit 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 Flat/Dwelling unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.

H. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa

I. 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 FINAL WITNESSETH AS FOLLOWS:

1. That in consideration of the amount of Rs._____/- (Rupees _____ Only) paid by the Sub-Sub-Lessee/Allottee(s) to the Sub-Lessee/Company, the receipt whereof the Sub-Lessee/Company hereby admits and acknowledges, and the Sub-Sub-Lessee/Allottee(s) 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 Lessee aforesaid and the Sub-Lease Deed executed between the Lessor, Lessee aforesaidand Sub-Lessee/Company, and the terms and conditions of Allotment Letter, executed between the Sub-Sub-Lessee/Allottee(s) and the Sub-Lessee/Company, the Sub-Lessee/Company doth hereby agrees to demise and the Sub-Sub-Lessee/Allottee(s) agrees to take on Sub-

Lease the Said Flat/Dwelling Unit with all its sanitary, electrical, sewerage and other fittings and for clearness has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said Flat/Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, 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 Sub-Lessee/Company both hereby grant Sub-Lease of the said Flat/Dwelling Unit unto the said Sub-Sub-Lessee/allottee, for unexpired period of 90 years, reckoned from **25.02.2011**.

3. The vacant and peaceful possession of the Said Flat/Dwelling Unit has been delivered to the Sub-Sub-Lessee/allottee(s) simultaneously with the signing and execution of this Sub-Lease Deed final, and the Sub-Sub-Lessee/allottee(s) has satisfied himself as to cost and the area of the Said Flat/Dwelling Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Sub-Lessee/allottee(s) has agreed not to raise any dispute at any time in future on this account.

4. That the said project is situated at Plot No.DV GH-09D, Techzone-IV, Greater Noida West, Gautambudh Nagar, Uttar Pradesh and the maintenance charges of the project are applicable and payable by the Sub-Sub-Lessee/allottee(s). The Sub-Sub-Lessee/allottee(s) has executed separate agreements namely Maintenance Agreement and Power Supply & Backup Agreement of the said Project, thus the Sub-Sub-Lessee/allottee(s) shall be bound by all the covenants and conditions therein.

5. That the up-keeping and maintenance of the project **"SAMRIDHI GRAND AVENUE"** shall be carried out by the Maintenance Agency till it be handed over to the A.A.O. (Association of Apartment Owners) as mentioned in UP Apartment Act-2010.

6. That the electricity supply to the Flat/Dwelling Unit of the Project **"SAMRIDHI GRAND AVENUE"** has been provided from single point

electricity connection through separate meters. The maintenance charges of the Project **"SAMRIDHI GRAND AVENUE"**, the Electricity consumption charges and Power Back-up charges (if availed) will be charged through that electricity meter on prepaid basis, the electricity supply of the Flat/Dwelling Unit shall not be restored until the dues of any charges remains unpaid, interest @ 18% per annum shall be charged for the period of delay.

7. That for computation purpose, the super area means and includes the covered area, areas of the balconies, cupboards, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/ overhead water tanks, mumties, entrance lobbies, electric sub station, pump house, shafts, guard rooms and other common facilities of the Said Flat/Dwelling Unit. The Sub-Sub-Lessee/allottee(s) shall get exclusive possession of the built-up area, i.e., covered area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said Flat/Dwelling Unit. The title of the said Flat/Dwelling Unit is being transferred to the Sub-Sub-Lessee/allottee(s) through this Sub-Lease Deed Final. The Sub-Sub-Lessee/allottee(s) shall have no right, interest or title in the remaining part of the Complex, such as, club, open parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, mumties, pump house, shafts, guard rooms etc., except the right of ingress and outgress in common areas, which shall remain the property of the Sub-Lessee/company. The right of usage of the common facilities is subject to the covenants herein contained and up-to-date payment of all dues.

8. That the Sub-Sub-Lessee/allottee(s) shall not be entitled to claim partition of his undivided share in the land of the project **"SAMRIDHI GRAND AVENUE"**, as aforesaid, and the same shall always remain undivided and impartibly and unidentified. It is further clarified that the interest of the Sub-Sub-Lessee/allottee(s) shall be confined in the Said Land only.
   The Sub-Sub-Lessee/allottee(s) undertakes to put to use the said Flat/Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the said Flat/Dwelling Unit other than residential will render Sub-Lease final deed liable for

cancellation and the Sub-Sub-Lessee/allottee(s) will not be entitled to any compensation whatsoever.

9. That except for the transfer of said Flat/Dwelling unit all common easementary rights attached therewith, the entire common areas and facilities provided in the complex and its adjoining areas including the unclothed terrace/roof, unreserved open and covered parking spaces, club and facilities therein, storage areas etc., and the un-allotted areas and Flats/Dwelling Units, shopping areas, if any, shall remain the property of the Sub-Lessee/company and shall be deemed to be in possession of the Sub-Lessee/company, who has all the right to dispose of these properties.

10. That the said Flat/Dwelling Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Sub-Lessee/allottee(s) himself to facilitate his loan/ financial assistance for purchase of the said Flat/ Dwelling Unit.

11. That the Lessor/GNIDA 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 thereon provided always that the Lessor/GNIDA shall make reasonable compensation to Sub-Sub-Lessee/Allottee(s) 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-Sub-Lessee/Allottee(s).

12. That the Lessor has received one time lease rent in respect of the said land from the Sub-Lessee/Company and hereby confirms that no lease rent is payable in future by the Sub-Sub-Lessee/allottee(s) in respect of the said Flat/Dwelling Unit during the period of Sub-Lease deed final.

13. That the Sub-Sub-Lessee/allottee(s) 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, other

cess(s), charges, levies and impositions, levied by the Lessor/GNIDA and/or any other local or statutory authority from time to time in proportion to the area of the said Flat/ Dwelling Unit from the date of allotment of the said Flat/Dwelling Unit by the Sub-Lessee/Company.

14. That the Sub-Sub-Lessee/Allottee(s) shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed final, the Lease Deed, Sub-Lease Deed and the Allotment Letter and the terms & conditions of Allotment Letter and punctually observe the same in respect of the said Flat/Dwelling Unit purchased by him. The Lease deed and Sub-Lease Deed shall be deemed to be a part of this Sub- Lease deed final. The Sub-Sub- lessee/allottee(s) confirms that he has received a copy of the said Lease Deed and Sub-Lease Deed.

15. That the Sub-Sub-Lessee/allottee(s) shall not sell, transfer or assign, mortgage or sublet the whole or any part of the said Flat/Dwelling Unit to anyone except with the previous consent in writing of the Lessor/GNIDA and on such terms and conditions including the transfer charges/ fees as may be decided by the Lessor/GNIDA from time to time and shall have to follow the rules and regulations prescribed by the Lessor/GNIDA in respect of Lease-hold properties. However it will be obligatory to obtain a No Dues Certificate/NOC from the Sub-Lessee/Company in case of subsequent sub lease alongwith due incorporation of the particulars of the subsequent transferee(s) with the Sub-Lessee/Company, and the said NOC will be issued by the Sub-Lessee/Company upon payment of administrative charges/fees as may be decided by the Sub-Lessee/Company.

16. That whenever the title of the Sub-Sub-Lessee/Company in the said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed final, Lease Deed, Sub-Lease Deed and the terms and conditions of Allotment and the Maintenance Agreement referred to elsewhere in this Sub–Lease Deed final and he will be answerable in all respects to the Lessor/GNIDA therefore in so far as the same may be applicable and relate to the said Flat/Dwelling Unit.

a) That whenever the title of the said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferor and transferee shall within Three (3) months of transfer give notice of such transfer in writing to the Lessor/GNIDA and to the Sub-Lessee/Company and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance dues and other charges payable to the Sub-lessee/Maintenance Agency and obtain the No Dues of certificate from the Sub-Lessee/company or its nominee or the Association of Apartment Owners, as the case may be and No Dues for the Society Maintenance from the Sub-Lessee/company or its nominee(s) before effecting the transfer of the said Flat/Dwelling Unit, failing which the transferee occupying the said Flat/Dwelling Unit shall have to pay the outstanding dues to the Sub-Lessee/ Maintenance Agency.

b) In the event of death of the Sub-Sub-Lessee/allottee(s), 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/GNIDA and the Sub-Lessee/Maintenance Agency/ Association of Apartment Owners (as the case may be). 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/GNIDA or any other Government Agency.

c) The transferee or the person on whom the title devolves as the case may be, shall furnish the certified copies of documents, evidencing the transfer or devolution to the Lessor/Sub-Lessee and to the nominated Maintenance Agency that not withstanding the reservations and limitations, the Sub-Sub-Lessee/allottee(s) shall be entitled to sublet the said flat/dwelling unit for purpose of private dwelling only in accordance with law.

17. That the Sub-Sub-Lessee/allottee(s) may mortgage the said Flat/Dwelling Unit in favour of the State or Central or financial institutions /commercial banks, etc., for raising loan with the prior permission of the Lessor and Sub-Lessee/company in writing before execution of Sub-Lease Deed final. 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/GNIDA of the unearned increase in the value of the

said Flat/Dwelling Unit as first charge, having priority over the said mortgage charge. The decision of the Lessor/GNIDA in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor/GNIDA shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor/GNIDA 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.

18. That the Lessor/GNIDA and/or the Sub-Lessee/company and/or the Maintenance Agency and their employees shall have the right to enter into and upon the said Flat/Dwelling Unit, lawn and terrace area 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-Sub-Lessee/allottee(s), except in case of emergency during the term of the Sub-Lease.

19. That the Sub-Sub-Lessee/allottee(s) 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 Flat/Dwelling Unit hereby transferred.

20. That So long as each said Flat/Dwelling Unit shall not be separately assessed for the taxes, duties etc., the Sub-Sub-Lessee/allottee(s) shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Flat/Dwelling Unit to the Maintenance Agency or to the Sub-Lessee/company, who on collection of the same from all the Sub-Sub-Lessee(s)/allottee(s) of the Housing Complex shall deposit the same with the concerned Authority/Lessor. That the Sub-Sub-Lessee/allottee(s) shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Flat/Dwelling Unit.

21. (a) The Sub-Sub- Lessee/allottee(s) will not carry on, or permit to be carried on, in the said Flat/Dwelling Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Sub-Lessee may be a nuisance, annoyance or disturbance to the other/ neighboring owners of the said housing complex and persons living in the neighborhood.

(b) The Sub-Sub-Lessee/allottee(s) will obey and submit to all directions, issues and regulations made by the Lessor/GNIDA 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 Housing Complex.

22. That the Sub-Sub-Lessee/Allottee(s) shall not in any manner whatsoever encroach upon any of the common areas, limited use 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 Flat/Dwelling Unit or on the open or covered Car Parking space by the Sub-Sub-Lessee/allottee(s) shall be liable to be removed at his own cost by the Lessor or by the Sub-Lessee/company and /or by the Maintenance Agency with the prior approval of the Lessor/GNIDA. The charges levied by the Lessor/lessee in this regard shall be finalized and binding on the Sub-Sub-Lessee/Allottee(s).

23. That the Sub-Sub-Lessee/Allottee(s) shall, on the determination of the Sub-Lease of his share in the land, peaceably yield up the proportionate interest in the Land of project **"SAMRIDHI GRAND AVENUE"**, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.

24. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expenses of the Sub-Sub-Lessee/allottee(s) by the Sub-Lessee/company or the Maintenance Agency and all the Sub-Sub-Lessee(s) pay and continue to pay the proportionate charges to be

incurred by the Maintenance Agency for the purpose of insurance. The Sub-Sub- Lessee/allottee(s) 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.

25. That the Sub-Sub-Lessee/allottee(s) shall maintain the said Flat/Dwelling Unit including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the Building/ Complex. Further, he will allow the Complex maintenance teams access to and through the said Flat/Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Sub-Lessee/allottee(s) will neither himself permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the Local Authorities or the Association of the Sub-Sub-Lessee(s)/allottee(s).

26. That it shall be incumbent on each Sub-Sub-Lessee/allottee(s) to form and join an Association comprising of the Sub-Sub-Lessee(s)/Allottee(s) for the purpose of management and maintenance of the Complex as per provided in the U.P. Apartment Act 2010. Only common services shall be transferred to the Association. Facilities like dormitories, stores, shops, parking, etc., shall not be handed over to the Association and will be owned by the Sub-Lessee/company and may be sold to any agency or individual as the case may be on any terms as the Sub-Lessee/company would deems fit. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc.

27. That the Sub-Sub-Lessee/allottee(s) may get insurance of the contents lying in the said Flat/Dwelling Unit at his own cost and expense. The Sub-Sub-Lessee/allottee(s) shall not keep any hazardous, explosive, inflammable material in the Building/Complex or any part thereof. The Sub-Sub-Lessee/allottee(s) shall always keep the Lessee or its Maintenance Agency or Association of Apartment Owners, harmless and indemnified for any loss and/or damages in respect thereof.

28. That the Sub-Sub-Lessee/allottee(s) shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Flat/Dwelling Unit in any form. The Sub-Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Flats /Dwelling Units and attached terraces on upper Flats/Dwelling Units and in the open car parking spaces, which shall always remain open to sky.

29. That the Sub-Sub-Lessee/allottee(s) shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the exterior façade of the building or anywhere on the exterior or on common areas or on roads of the Complex.

30. That Sub-Lessee/Sub-Sub-Lessee will not erect or permit to be erected on 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 Sub-Lessee/Sub-Sub-Lessee shall not exercise its option of determining the lease for hold the Lessor responsible 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 Sub-Sub- Lessee/allottee(s) and Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Sub-Sub-Lessee/allottee(s) andtenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be constructed over the demised wall of the building except.

33. That the Sub-Sub-Lessee/allottee(s) shall not remove any walls of the said Flat/Dwelling Unit including load bearing walls and all the

walls /structures of the same shall remain common between the Sub-Sub-Lessee/allottee(s) and owners of the adjacent Flats/ Dwelling Units.

34. The Sub-Sub-Lessee/allottee(s) may undertake minor internal alterations in his Flat/Dwelling Unit only with the prior written approval of the Sub-Lessee/Company. The Sub-Sub-Lessee/allottee shall not be allowed to effect any of the following changes/alterations:

i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Sub-Sub-Lessee/allottee(s) will get the same repaired.
ii) Changes that may affect the façade of the unit (e.g. changes in windows, tampering with external, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
iii) Making encroachments on the common spaces in the complex

35. That the Sub-Sub-Lessee/allottee(s) shall strictly observe the following points to ensure safety, durability and long term maintenance of the Building:

(i) No changes in the internal lay-out of a flat should be made without consulting a qualified structural consultant and without the written permission from the Sub-Lessee/company or the Lessor/GNIDA, if required.
(ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
(iii) All the plumbing problems should be attended only by qualified or experienced plumber in the building. The plumbing Network inside the Flat/Dwelling Unit shall not be tampered with or modified in any case.
(iv) Use of acids for cleaning the toilets should be avoided.
(v) All the external disposal services to be maintained by periodical cleaning.
(vi) No alterations will be allowed in elevation, even of temporary nature.

(vii) Any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.

(viii) Sub-Sub-Lessee/allottee(s) shall not cover the balcony/terrace of his Flat/Dwelling Unit by any structure, whether permanent or temporary.

(ix) The Sub-Sub-Lessee/allottee(s) shall ensure that all water drains in the Flat/Dwelling Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., he should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.

(x) Sub-Sub-Lessee/Allottee(s) should avoid random parking of his vehicle and use only his allotted parking bay.

(xi) In case Sub-Sub- Lessee/allottee(s) rents out the Unit, then he is required to submit all details of the tenants to the Maintenance Agency/Association of Apartment Owners. The Sub-Sub-Lessee/allottee(s) will be responsible for all acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile.

(xii) Sub-Sub-Lessee/allottee(s) is not allowed to put the grills in the Flat/Dwelling Unit as per individual wish, only the designs approved by the Sub-Lessee/company will be permitted for installation.

36. That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011 and Uttar Pradesh Apartments (Promotion of Construction, Ownership & Maintenance) (Amendment) act 2016, and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by all the Parties.

37. That the Sub-Sub-Lessee/allottee(s) 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 or the sanitary/water/electricity works therein.

38. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed shall be borne by the Sub-Sub-Lessee/allottee(s).

39. That the Lessor/GNIDA shall be entitled to recover all dues payable to it under the deed by the Sub-Lessee/Company as arrears of land revenue without prejudice to its other rights under any other law for the time being in force. That the Sub-Sub-Lessee/allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the stamp act and if any stamp duty and deficiency of stamp, imposed by the Govt./Competent Authority on the allotment letter, agreements for maintenance, electricity and power backup etc. shall be paid and borne by the Sub-Sub-Lessee/Allottee(s).

40. 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 Sub-Lessee/Sub-Sub -Lessee.

41. That all powers exercisable by the Lessor/GNIDA under the Deed may be exercised by the Chief Executive officer of the Lessor/GNIDA. The Lessor/GNIDA may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor/GNIDA with the functions similar to those of the Chief Executive Officer.

42. The Chief Executive Officer of the Lessor/GNIDA reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable and the same shall be binding and acting upon the Sub-Lessee/Sub-Sub-Lessee.

43. That in case of any breach of the terms and conditions of this deed by the Sub-Sub-Lessee/Allottee(s), and/or breach of terms and conditions of the Lease Deed executed between the Lessor and Lessee aforesaid and Sub-Lease Deed executed between the Lessor, Lessee aforesaidand Sub-Lessee/company and terms and conditions of Allotment for said Flat/Dwelling Unit between the Sub-Sub-Lessee and the Sub-Lessee/company, the Lessor and the Sub-Lessee/company will have the right to re-enter the said Flat/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Flat/Dwelling Unit, if it is occupied by any structure built un-authorisedly by the Sub-Sub-Lessee/Allottee(s), the Lessor/GNIDA and/or the Sub-

Lessee/Company will remove the same at the expense and the cost of the Sub-Sub-Lessee/allottee(s). Before exercising the right of re-entry, due notice to the Sub-Sub-Lessee/Allottee(s) shall be given by the Lessor/GNIDA and/or the Sub-Lessee/Company to rectify the breaches within the period stipulated by the Lessor and/or the Sub-Lessee/Company.

44. 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 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) 1974 (U.P. Act No. 30 of 1974).

45. That the declaration as provided in the Section 12 of U.P. Apartment Act, 2010 has been submitted by the Sub-Lessee/company in the office of competent Authority in respect of the project/building **"SAMRIDHI GRAND AVENUE"**.

SCHEDULE OF FLAT/DWELLING UNIT

Residential Flat/Dwelling Unit bearing No._____, on _____ Floor in Tower-____, consisting of _____ and Balcony(s), having a Total Super area approximate _____ and covered area _____ along with right to use _____ Car Parking Space in the **"SAMRIDHI GRAND AVENUE"**, built on Plot No.DV GH-09D situated at **Techzone-IV**, Greater Noida West, GautamBudh Nagar, U.P. along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the super area of the Said Flat/Dwelling Unit, as per the enclosed plan and bounded as follows:-

East:
West: As per the Floor Plan
South:
North:

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

In presence of:

Witnesses: For & on behalf of the
G.N.I.D.A.
LESSOR

(1) _____
Name:
UID No.
S/D/W:
Address:

(2) _____
Name: FOR & ON BEHALF OF
"M/s SAMRIDHI REALTY HOMES PVT. LTD."

S/D/W SUB-LESSEE
Address:

SUB –SUB-LESSEE/S

For & on behalf of GNIDA For & On behalf of
"M/s SAMRIDHI REALTY HOMES PVT. LTD."
Lessor Sub-Lessee Sub-Sub-Lessee/s