

TRIPARTITE SUB-LEASE DEED

Value as per Circle Rate : Rs./-
 Total Sale Consideration : Rs./-
 Stamp Duty Paid : Rs./-
 Total Super Area : Sq. Meter
 Carpet Area : Sq. Meter
 75% Super Area : Sq. Meter
 Unit No :
 Floor : Floor
 Floor Rebate :%
 Circle Rate : Rs./- Per Sq. Meter

Circle Rate Reference : Page No., Serial No., Software V-Code
 of the current Government Circle Rate List as applicable in District-
 Gautambudh Nagar (U.P.), vise mentioned on page No. of
 the current Government Circle Rate List.

THIS SUB-LEASE DEED is made at Greater Noida on this _____ day of _____ 2025

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. KAVERI ELITE INFRA DEVELOPERS PRIVATE LIMITED (PAN:,) a Company
 incorporated under the provisions of the Indian Companies Act, 1956, and having its
 registered office at,
 through its Authorized Signatory, son of resident of
, duly authorized vide Board
 Resolution Dated, hereinafter called the "**Lessee**" of the **Second Part**.

AND

1. Mr./Ms/Mrs (PAN: & Aadhaar No.:
) son of, and
2. Mr./Ms/Mrs (PAN: & Aadhaar No.:)
 wife of Mr. resident of,
; (individually/Jointly hereinafter referred to as the

'SUB-LESSEE'), 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**;

(The term and expression Lessor, lessee and Sub-Lessee shall unless the context does not admit, include them/ his/her/their/its heirs, executors, and administrator's representatives and permitted assigns etc.)

WHEREAS:

- A. That the **Plot No. C-05, Sector- Delta-01, Greater Noida, Gautam Budh Nagar, Uttar Pradesh**, the land admeasuring **4800.00 Sq. Meters**, situated at Greater Noida, District- **Gautam Budh Nagar, Uttar Pradesh** ("said land") vide Lease Deed registered in the office of Sub Registrar, Sadar, District- Gautam Budh Nagar, Uttar Pradesh in the **Book No., Jild No., pages, Document No. on dated**
- B. That the Lessor has demised and leased to the Lessee, all the plot of land numbered as **Plot No. C-05, Sector- Delta-01, Greater Noida, Gautam Budh Nagar, Uttar Pradesh** admeasuring **4800.00 Sq. Meters**, with their appurtenances to the Lessee for the term of **90 years** commencing from the date of execution of the Lease Deed dated **.../...../.....** and registered on **Book No., Jild No., pages/....., Document No. on dated .../...../.....** with the Sub Registrar Sadar, District- Gautam Budh Nagar, Uttar Pradesh.
- C. That **M/s. KAVERI ELITE INFRA DEVELOPERS PRIVATE LIMITED** is lawful owner of the **Plot No. C-05, Sector- Delta-01, Greater Noida, Gautam Budh Nagar, Uttar Pradesh** admeasuring **4800.00 Sq. Meters**, (hereinafter referred as "**Said Plot**") And as per GNIDA norms the Said Land developed for the purpose of the Commercial activities and the said project shall be known as '**KAVERI CITY CENTRE-2**'.
- D. That the Lessee has constructed a multistoried commercial complex on the said Plot in accordance with the Plan sanctioned by the Lessor.
- E. AND WHEREAS the Lessor has permitted the Lessee at its discretion to Transfer/Sub-Lease the said Commercial Unit falling in the said Project by way of a Tripartite Sub-Lease Deed to the Sub-Lessee.
- F. AND WHEREAS the Sub-Lessee has approached the Lessee for transfer in its favour by virtue of a sub-lease of the Commercial Unit No. on **Floor** having **Super Area Sq. Feet (..... Sq. Meter)** and **Carpet Area Sq. Meter** in the

commercial project known as "KAVERI CITY CENTRE-2" situated at commercial Plot No. C-05, Sector- Delta-01, Greater Noida, Gautam Budh Nagar, Uttar Pradesh more particularly the said Commercial Unit as described in the layout plan annexed herewith hereinafter referred to as "Demised Premises".

- G. Accordingly, the Parties are now desirous of entering into this Sub-Lease Deed, which shall more particularly set forth their respective rights and obligations with clear agreement that the present Sub-Lease Deed will supersede the previous discussions, negotiations and BBA/Allotment Letter and now onward the terms and conditions of this Sub-Lease Deed shall prevail between the parties, and the Parties have agreed to enter into this Sub-Lease Deed, subject to the terms and conditions as recorded herein.

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

1. That in consideration of the amount of Rs./- (Rupees Only) paid by the Allottee/Sub-Lessee to the Lessee, the receipt whereof the Lessee hereby admits and acknowledges and the Allottee/Sub-Lessee agreeing to observe and perform all the terms and conditions herein contained and as contained in the Lease Deed, executed between Lessor and Lessee and the terms and conditions of Allotment Letter, executed between the Allottee/Sub-Lessee and the Lessee, thus the Lessee doth hereby agrees to demise and the Allottee/Sub-Lessee agrees to take on Sub-Lease the Said Commercial Unit with all rights and easements whatsoever necessary for the enjoyment of the said Commercial Unit along with right to use the common area staircases, corridors, common roads, facilities, dedicated lifts and escalator, entrance and exits of the said commercial project, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc. in the said Commercial Project only, subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Lessor and the Lessee doth hereby grant Sub-Lease of the said Commercial Unit unto the Sub-Lessee, for unexpired period of **90 years** commencing from the date of execution of the Lease Deed dated/..../.....
3. The vacant and peaceful possession of the Said Commercial Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Tripartite Sub-Lease Deed, and the Sub-Lessee has satisfied himself as to the area of the Said Commercial Unit, pricing of the said Commercial unit, 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 commercial project, built on **Plot No. C-05, Sector- Delta-01, Greater Noida, Gautam Budh Nagar, Uttar Pradesh** and the maintenance charges of the said commercial project are applicable and payable by the Sub- Lessee as agreed. Accordingly the Sub-Lessee has executed separate Agreement namely Maintenance Agreement regarding the said Commercial Project, thus the Sub-Lessee shall be bound by all the covenants and conditions therein.
5. That the up-keeping and maintenance of the Said Commercial Project "**KAVERI CITY CENTRE-2**" shall be carried out by the Lessee or the Maintenance Agency appointed by the Lessee.
6. That the electricity supply to the Commercial Unit of the Said Commercial Project has been provided by single point electricity connection through separate meters. The maintenance charges of the Said Commercial project, Electricity consumption charges and Power Back-up charges (if availed) of Commercial Unit will be charged through electric meter on prepaid basis, the electricity supply of the Commercial Unit shall not be restored until the dues of any charges remains unpaid. Interest @18% per annum plus applicable taxes shall be charged for the period of delay. The Lessee can source the electricity to the its consumers/sub-lessee from any source and sub-lessee shall always be liable to pay the charges for electricity consumption as per the tariff of Electrical department without objecting to the source from which the electricity is being provided by the Lessee. The Water meter shall be installed at the cost of sub-lessee and its consumption charges shall be payable as per the rate fixed by the Lessee.
7. That for computation purpose, the super area shall be as per the Allotment Letter/Agreement to Sale. The Sub-Lessee shall get exclusive possession of the built-up area i.e. entire area enclosed by its periphery walls including half of the area under common walls between two Commercial Units and full area of the other walls, columns, lofts and proportionate common areas & other common facilities available in the Said Commercial Project" for the said Commercial Unit. The Sub-Lessee shall have no right, interest or title in the remaining part of the Said Commercial Project; which is not included in the super area, except the right of ingress and outgress in common areas, which shall remain the property of the Lessee. The title of the said Commercial Unit is being transferred to the Sub-Lessee through this Tripartite Sub Lease Deed.
8. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share(s)/right(s) in the land of the Said Commercial Project "**KAVERI CITY CENTRE-2**" and same shall always remain impartibly, undivided and unidentified.
9. That the Sub-Lessee undertakes to put to use the said Commercial Unit exclusively for the Commercial use only which are permissible under the Law and he/she/they

shall not use the said Unit for any other purpose e.g. Rice mill, Atta Chakki, Factory, Welding Work, butcher shop/ raw meat/ meat cutting shop/ Fresh Meat/ Flesh/ Chicken or any kind of non-vegetable Shop, Liquor/Wine Shop, Spa, Ware house or Shop for Chemical or Explosive or other hazardous material prone to fire/leakage, trading building materials or for noxious purpose, which may create nuisance in the Said Commercial Project and shall not stock goods outside the said Commercial Unit etc., and/or any activity which is injurious and/or which is prohibited by the State or Central Government. Use of the said Commercial Unit other than commercial purpose will render this Tripartite Sub-Lease Deed liable for cancellation and the Allottee/Sub-Lessee will not be entitled to any compensation whatsoever. That the sub-lessee undertakes to comply with the guidelines of the Lessee/operating agency of the complex/project related to kitchen operations, cooking, installation of grease traps and shall be responsible for its garbage disposal on its own. That the Lessee hereby confirms that all necessary fire equipment has been installed and requisite fire clearance (NOC) has been obtained from the competent authority. After the possession of the said commercial unit, the Sub-Lessee will take the prior written permission/clearance from the Lessee/Maintenance Agency before initiate the interior work and making any changes, modification, alterations for interior work of the said commercial unit. Furthermore, The Sub-Lessee(s) shall also be held accountable for any acts or omissions that may lead to damage to the other commercial unit or other parts of the project from any fire incident and Sub-Lessee shall also be obligated to acquire insurance coverage for his/her/their allotted commercial unit.

10. That except for the transfer of said Commercial Unit all common easementary rights/shares attached therewith, the entire common areas and facilities as provided in the said commercial project and its adjoining areas including the unclothed terrace/roof, facilities therein, storage areas etc. and the un-allotted areas and Commercial Units (if any) shall remain the property of the Lessee and shall deemed to be in possession of the Lessee, who has all the rights to dispose of these properties in any manner.
11. That the said Commercial Unit 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 Commercial Unit.
12. 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.

13. That the Lessee has deposited/paid the onetime lease rent in respect of the said land/project to the Lessor.
14. That the Sub-Lessee shall be liable to pay on demand, Municipal Tax, Signage tax, Property Tax, Water Tax, Sewerage Tax, other Annual rent, Taxes, compensation to the Farmers, Metro Cess, GST, charges, Swachh Bharat Cess, Krishi Kalyan Cess and any other Cess/levies etc. imposed by the Lessor and/or any other local or statutory authority from time to time either in proportion to the area of the said Commercial Unit or specifically calculated for its particular Commercial unit from the date of allotment/agreement to sale of the said Commercial Unit.
15. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the Lease Deed, Tripartite Sub-Lease Deed and the terms & conditions of Allotment Letter and shall punctually observe the same in respect of the said Commercial Unit purchased by him. The Lease Deed, shall be deemed to be a part of this Tripartite Sub-Lease Deed, the Sub-Lessee confirms that he has received the copies of the said Deed.
16. That the Sub-Lessee shall not sell, transfer or assign, mortgage the whole or any part of the said Commercial Unit 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.
17. That it will be obligatory to obtain a No Dues Certificate/NOC from the Lessee and get the mutation done 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 applicable/ prevailing administrative charges plus applicable taxes. Any charges levied by the Lessor shall be additionally payable by the sub-lessee.
18. That whenever the title of the Sub-Lessee in the said Commercial Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in the Lease Deed and Tripartite Sub-Lease Deed and the terms and conditions of Allotment Letter/Agreement to Sale and the Maintenance Agreement already signed by the Sub-Lessee (Previous one) referred to elsewhere in this Tripartite 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 Commercial Unit.

19. a) That whenever, the Sub-Lessee or the title holder of any Commercial Unit intends to transfer the title deed, the Sub-Lessee has to submit the No Dues Certificate from the Lessee/Maintenance Agency, as the case may be along with the Transfer Memorandum Application. It is the responsibility of the Sub-Lessee to clear all kinds of dues including maintenance payable to either Lessee or maintenance agency. The Lessee shall have an unequivocal right to decide the reasonable time for submission of NOC.
- 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 (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding due, any type of charges and other amounts due to the Maintenance Agency, Lessee, Lessor 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/Lessee and to the nominated Maintenance Agency.
20. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said Commercial Unit only in accordance with applicable policy and Law/bye-Laws of GNIDA/any Government Body and also according to the covenants and conditions which are contained in the Lease Deed, Tripartite Sub-Lease Deed, Agreement to Sale/Allotment Letter and Maintenance Agreement.
21. That the Sub-Lessee may mortgage the said Commercial 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 Lessee in writing. 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 Commercial Unit 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.
22. 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 Commercial Unit in order to inspect, carry out repair work from time to time and at all reasonable times

of the day after giving prior notice to the Sub-Lessee except in case of emergency during the term of the Sub-Lease.

23. 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 Commercial Unit hereby transferred.
24. That so long as each said Commercial Unit 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 Commercial Unit to the Maintenance Agency, or to the Lessee, who on collection of the same from all the Sub-Lessee of the said Commercial Project shall deposit the same with the concerned local Authority or Lessor.
25. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Commercial Unit without prior written permission of Lessee and it shall be discretion of the lessee to permit the same.
26. (a) The Sub-Lessee will not carry on, or permit to be carried on, in the said Commercial Unit any trade or business whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other owners of the said commercial project and persons living in the neighborhood.

(b) The Sub-Lessee will obey and comply to all directions, rules and regulations made by the Lessor/Lessee which are 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 said commercial project.
27. That the Project is in two phases and the connectivity of both phases as shown in sanctioned plan shall be done after completion of phase-2. That in the event any amendment of sanction map is made by the Lessee with regards to Phase-II during any period of time, in such circumstances the Sub-Lessee has no objection of any kind in any nature of any manner with regards to such amendment, moreover the sub-Lessee shall provide his/her/their consent to the Lessee in reference to any amendment of Phase-2 in the prescribed format of Lessor/Lessee. Further there are many services which are common for both the phases of the project i.e. basement, fire and electrical services. All the services shall be ready during the course of completion of both the phases of the project. The Sub-Lessee shall have no objection for the same and on account of these services, he/she/they can't hold the payment

of any kind of amount which is due towards commercial unit cost, maintenance charges and any other charges etc. and 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 Commercial Unit by the Sub-Lessee shall be liable to be removed at his/her/their own cost by the Lessor or by the Lessee and/or by the Maintenance Agency. The charges levied by the Lessor & Lessee in this regard shall be final and binding on the Sub-Lessee without any objection. That the sub-lessee agrees to use the parking on pay and park basis and as per the guidelines of operating agency/lessee, he/she/they is/are fully aware that there is no dedicated parking slot and its availability shall be as per the discretion of the operating agency/lessee.

28. That the said Commercial Project alongwith pump houses, generators, etc. may be got insured against fire, earthquake and civil commotion by the Lessee or the Maintenance Agency at the cost and expenses of the Sub-Lessee and all the Sub-Lesseees will be required to pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency. for the purpose of insurance.
29. That the Sub-Lessee will neither himself/herself/themselves permit anything to be done which damages any part of structure/equipment/wiring etc. of the adjacent commercial Units etc. nor violates the rules or bye-laws of the Local Authorities.
30. That the Sub-Lessee may get insurance of the Commercial Unit alongwith contents lying in the said Commercial Unit at his/her/their own cost and expenses. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/Said Commercial Project or any part thereof. The Sub-Lessee shall always keep the Lessor/Lessee or its Maintenance Agency, harmless and indemnified for any loss and/or damages in respect thereof.
31. 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 Commercial Unit 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.
32. That the Sub-Lessee shall put the sign board of his/her/their Commercial Unit in the designated place only and shall not exceed the height of the wall constructed for the purpose. The width and height of the sign board shall be decided by the Lessee. The Sub-Lessee further agrees that he/she/they shall not himself/herself/themselves do or cause anything to be done in or outside the Commercial Unit which tends to cause damage to any flooring or ceiling of any

Commercial Unit adjacent to its Commercial Unit or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose. In case of putting the signage/sign board on the place other than the designated place the penalty imposed by the Lessee shall be paid by the sub-lessee. All kind of taxes imposed by the Authority/Lessor shall be payable by the Sub-Lessee only. The Façade of the whole complex is always the property of the Lessee and its usage shall always be available at the discretion of the Lessee on payment basis.

33. 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 its so far as may be allowed by the Lessor in writing.
34. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease to 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.
35. 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. The Sub-Lessee 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.
36. That the Sub-Lessee shall not remove any walls of the said Commercial Unit including load bearing walls and all the walls/structures of the same shall remain common between the Sub-Lessee and Owners of the adjacent Commercial Units.
37. That the Sub-Lessee will not undertake any alterations in his/her/their Commercial Unit without prior written approval of the Lessee. The Sub-Lessee 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 Commercial Units. In case damage is caused to an adjacent Commercial Units or common area, the Sub-Lessee will get the same repaired.
 - ii) Changes that may effect the facade of the Commercial Unit (e.g. changes in windows, tampering with external, 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 Said Commercial Project
38. That the Sub-Lessee 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 Commercial Unit should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required.
 - (ii) No 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 Commercial Unit is not tampered with or modified in any case.
 - (iv) Use of acids for cleaning the toilets shall not be permitted and not allowed.
 - (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) In case Sub-Lessee rents out the Commercial Unit, he/she/they is/are required to submit all details of the tenants to the Lessee/Maintenance Agency. The Sub-Lessee will be responsible for all acts of omission and commission of his/her/their tenant. The "Said Commercial Project Management" may object to renting out the premises to persons of objectionable profile.
39. That the Sub-Lessee and all other persons claiming under him/her/them shall ensure that the premises are kept in good shape and repairs and that no damage is caused to the premises.
40. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne and paid by the Sub-Lessee.
41. That the Sub-Lessee/Allottee 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-Lessee/Allottee.

42. That the Lessor shall be entitled to recover all dues payable to it under the deed by the Sub-Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
43. The provisions of Urban Planning and Development Act 1973, 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.
44. 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 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 with the functions similar to those of the Chief Executive Officer.
45. That the Chief Executive Officer of the Lessor 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 shall be binding and acting upon the Lessee/Sub-Lessee.
46. That in case of any breach of the terms and conditions by the Sub-Lessee of the Lease Deed executed between Lessor & Lessee and/or breach of terms and conditions of the Tripartite Sub-Lease Deed executed between the Lessor, Lessee and Sub-Lessee and terms and conditions of Allotment Letter/Agreement to Sale for said Commercial Unit executed between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Commercial Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Unit, if it is occupied by any structure built un-authorisedly 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 of 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.
47. 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 THE COMMERCIAL UNIT

Commercial Unit bearing No. on Floor having Super Area Sq. Feet (..... Sq. Meter) and Carpet Area Sq. Meter in the project

named "KAVERI CITY CENTRE-2" built on Plot No. C-05, Sector- Delta-01, Greater Noida, Gautam Budh 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 Commercial Unit, as per the enclosed plan and bounded as follows: -

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

IN WITNESSESS WHEREOF THE PARTIES have set their hands on the day and in the year first hereinabove written.

Signed for & on behalf of **Lessor**

Witnesses:

1.

Greater Noida Industrial Development Authority

Name:..... S/o. ID No.

Signed for & on behalf of the Developer/Lessee

M/s. Kaveri Elite Infra Developres Pvt. Ltd.

2.

Name:..... S/o. ID No.

Sub-Lessee(s)