

This draft Sub-lease deed is subject to final approval of NOIDA at the time of execution

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

Stamp valuation as per valuation list w.ef _____ at Noida, G.B.Nagar

Power Back up	: _____	Security Guard	: _____
Community Centre/Club	: _____	Swimming Pool	: _____
Gym	: _____	Lift	: _____
All 6 amenities (value appreciate by ___%)		Unit	: _____
Page No.	: _____	Floor	: _____ Floor
V.Code No.	: _____	Tower Name	: _____
Unit No. (without roof right)	: _____	Built up Area	: _____ sq. mtr.
Total Floor	: _____	Super Area	: _____ sq. mtr.

Sale consideration: **Rs.** _____/- Value as per Circle Rate: **Rs.** _____/-

Floor Rebate : _____ **Floor**

Parkings : _____ **Covered Parking** (Value depreciate by ___%)
(as per Circle Rate List)
(Value: **Rs.** _____/-) Stamp Duty paid on : **Rs.** _____/-

Circle Rate: **Rs.** _____/- **sq. mtr.** Stamp Duty : **Rs.** _____/-

This indenture is made and executed at NOIDA on thisday of,
2019

BETWEEN

New Okhla Industrial Development Authority, District Gautam Budh Nagar, Uttar Pradesh, a Body Corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter referred to as the "**Lessor**" / "**First Party**" which expression shall unless repugnant to the context thereof include its successors and assigns), the Party of the First part;

AND

M/s _____ (CIN: _____), a company incorporated under the provisions of the Companies Act, 1956 having its corporate office at _____, Uttar Pradesh (PAN: _____) through its authorized Signatory **SH. S. K. MITTAL** S/O LATE SHRI JAI PRAKASH MITTAL R/o Flat No. B - 1107, Prateek Fedora, E - 11, Sector - 61, Noida, Gautam Budh Nagar, Uttar Pradesh AND **SH. SANDEEP MISHRA** S/O

SH. J.P.MISHRA R/O A-51, GALI NO.1, GURUNANAKPURA, LAXMI NAGAR, DELHI-110092 duly authorized by the Board vide Board Resolution dated _____ (hereinafter referred to as the "**Lessee**" / "**Second Party**" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns), the Party of the Second Part;

AND

1. Mr. _____ (PAN: _____)

R/O _____

**2. Mr. _____
(PAN: _____)**

R/O: _____

(hereinafter referred to as the "**Sub-Lessee**" / "**Third Party**" which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her/their heirs, executors, administrators, legal representatives, permitted assigns), the Party of the Third Part;

WHEREAS the Lessor New Okhla Industrial Development Authority ("NOIDA") had through a sealed two bid tender invited bids for the allotment of sports city plot no. SC-02, Sector 150, Noida measuring approx. 12,00,000 Sq. Mtrs. (approx. 296 acres). The sports city plot was awarded to the consortium led by the M/s Lotus Greens Constructions Private Limited vide allotment-cum-reservation letter no. NOIDA/Commercial/2014/1498 dated 10th September 2014.

WHEREAS in furtherance to the allotment-cum-reservation letter, Lessor New Okhla Industrial Development Authority ("NOIDA") has demised an area measuring 6,47,600 Sq. Mtrs. on lease for a period of 90 years commencing from 19th December 2014 in favour of Lotus Greens Constructions Private Limited by and under:

i. The lease deed dated 19th December 2014 for area admeasuring 6,40,000 Sq. Mtrs. which is registered in the office of the Sub-Registrar- II, vide Book No. 1, Volume No. 6486, Page No. 275 to 310, as Document No. 11297 dated 19th December 2014;

ii. The lease deed dated 8th May 2015 which is for area admeasuring 7,600 Sq. Mtrs. registered in the office of the Sub-Registrar- II, vide Book No. 1, Volume No. 6710, Page No. 1 to 36, as Document No. 3176 dated 11th May 2015.

WHEREAS the Lotus Greens Constructions Private Limited has obtained permission from the Lessor NOIDA Authority to sublease a portion of the aforementioned land admeasuring 5,45,827 Sq. Mtrs. in favour of its various

subsidiary companies under letter no. NOIDA/ Commercial/ 2016/ 471 dated 6th June 2016 (the "Sub-Division Approval").

Thereupon, a plot of land measuring 50,790 square meters, plot no SC-02/A7, situated at Sector 150, District Gautam Budh Nagar, Noida ("Project Land") was leased by M/s Lotus Greens Constructions Private Limited in favour of the Lessee M/S Strongbiz Propbuild Private Limited Lotus Greens Constructions Private Limited (original Lessee of Said Land) vide sub-lease deed dated 15th June, 2016 registered on 17th June, 2016 with jurisdictional Sub- Registrar in Book No. 1 Volume 7882 at Pages 1 to 50 as document number 6338 ("Sub-Lease Deed").

AND WHEREAS Out of the Said Land, land admeasuring _____Square Meters ("Project Land") with FAR utilization of _____ Square Meters is earmarked for the purpose of building a residential project, comprising _____ multistoried apartment buildings and [insert any other components of the project] and the said project shall be known as ' _____' ("Project")

AND WHEREAS Lessee through the Strongbiz Propbuild Pvt. Ltd. ("Assignee"), without changing its role and responsibility as the terms of the Sub Lease Deed, has got constructed the project including the dwelling units on the terms and conditions laid down in the said Sub Lease Deed and the project/complex is called 'PRATEEK CANARY'. It has various types of dwelling units in it. The Lessee has obtained part completion certificate from the competent authority for the project and Under the terms of said Sub-Lease Deed. The Lessee through the Assignee can allot to its registrants a dwelling unit in project/complex, including undivided share in land, common areas and facilities appurtenant to the dwelling units on such terms as decided by the Lessee.

AND WHEREAS the Sub-Lessee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by Lessee through the Assignee at various stages, the Lessee has allotted and received consideration in the name of the Assignee mentioned herein and delivered possession of the dwelling unit bearing no. _____ Floor of Tower no. _____, admeasuring _____ Square meters of the aforesaid Complex to the Sub-Sub-Lessee for the consideration which has already been paid. The Sub-Lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned Sub-Lease and on the terms and conditions hereunder.

The Sub-Lessee has carried out the inspection of the Building plans of the said dwelling unit, and has satisfied himself/herself/themselves 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 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.

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

AND WHEREAS, the Sub-Lessee/Third Party had applied for allotment of a dwelling unit and on the faith of the statements and representations made by Sub-lessee/Third Party at various stages, the Lessee has allotted the Unit described herein to the Sub-lessee/Third Party and received consideration mentioned herein and shall deliver possession of the dwelling unit bearing **Flat No.** _____ on _____ in **Tower -** _____, in Group Housing Complex " _____ " at Plot No. _____, Sector- _____, Noida, UP to the Sub-Lessee/Third Party. The Sub-lessee/Third Party will also observe covenants, terms and conditions, as laid down in the previously mentioned Lease Deed executed between the Lessor and the Lessee and also the terms and conditions specified in the **Allotment Letter** executed between the Lessee and Sub-Lessee/Third Party.

AND WHEREAS, the Sub-Lessee/Third Party has carried out independent inspection of the Building plans and building of the said dwelling unit, and has also satisfied himself/herself as to the soundness of structure and construction thereof as well as

conditions and descriptions of all fixtures and fittings, installed and/or provided therein. The Sub Lessee/Third Party has also inspected the common areas, amenities and passages, appurtenant to the said dwelling unit and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the said housing complex and agreed to take over the possession of his/her apartment and enter into the present Sub Lease deed.

Whereas, the **M/s Strongbiz Propbuild Private Limited**, through their Authorized Signatory **SH.** _____ S/o LT. SH. _____ R/o _____ AND **SH.** _____ S/O SH. _____ R/O _____ hereinabove have authorized **Shri** _____ son of Shri _____ resident of _____ & **Shri** _____ son of Shri _____ resident of _____ & **Shri** _____ son of Shri _____ resident of _____, & **Mr.** _____ S/o _____ R/o _____, & **Mr.** _____ S/o _____ R/o _____, to present the document(s)/Sale Deed(s), either or survivor, the documents/lease deed of built up property/Flats on the said Land in the complex/building namely " _____ " situated on Plot no. _____ SECTOR-150, Noida, Distt. Gautam Budh Nagar (U.P.), vide registered Authentic Power of Attorney dated _____ entered in Book No._____, Jild _____ on pages _____ in Sr.No.____ dt._____ in the office of Sub-Registrar-_____ UP.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in consideration of the amount of **Rs._____/- (RUPEES _____ ONLY)** which includes the cost of superstructure and the share of land, paid by the Third Party to the Second Party, receipt whereof the Second Party hereby acknowledges and the Third Party agreeing to observe and perform the terms and conditions herein mentioned, the Second Party hereby sell to the Third Party, the superstructure of the Dwelling Unit Bearing No. _____ having Covered Built-up Area of _____ Sq. Ft. (_____ **sq.mtr**), and Super Area of _____ Sq. Ft. (_____ Sq. Mtrs.) & Open Terrace area _____ sq.ft. i.e. _____ sq.mtr., on **the** Floor in **Tower-** _____ with sanitary, electrical and other fittings along with usage rights of _____ **Covered** Car Parking Space(s) in the Group Housing Complex " _____ " at Plot No. _____, Sector-150, Noida, more particularly described in Schedule hereunder written and annexed hereto.

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

1. The vacant and peaceful possession of the above described dwelling unit has been handed over to the Sub- Lessee/Third Party. The Lessor has received one time Lease Rent of the Plot from the Sub-Lessee/Third Party and the Sub-

Lessee/Third Party is not required to pay any Lease Rent to the Lessor during the Lease Period. In case of any Government demand in that regard, the same shall be dealt with and paid by Sub- Lessee/Third Party Only.

2. That the Sub-Lessee/Third Party without any rebate or deduction whatsoever shall pay to the Authority any and all other taxes, charges, levies and impositions, payable for the time being by the Sub-Lessee/Third Party in relation to the proportionate share of the Sub-Lessee/Third Party in the project land underneath the Tower, in terms of the Lease Deed or otherwise.
3. That the Sub-Lessee/Third Party shall pay annual rents, prevailing taxes, charges, levies and impositions payable for the time being by the Sub-Lessee/Third Party as occupier of the said dwelling unit, as and when, the same becomes due or payable. In addition, thereto, the Sub-lessee/Third Party shall pay all other liabilities, charges for repairs, maintenance and replacement etc.,as per Maintenance Agreement executed between the Lessee/Second Party and Sub-Lessee/Third Party or nominee of Sub-Lessee/Third Party, as the case may be.
4. The Sub-Lessee(s)/Third Party agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance or all other society charges, which includes power back-up, club, taxes and society charges etc. All the works relating to the maintenance may be assigned to any company/agency by the Lessee.
5. That the usable rights of _____ **Covered car parking space** anywhere in the parking bay for the Sub-Lessee/Third Party is made available inside the Complex/Project and the Sub-Lessee/Third Party agrees that car parking shall always be treated as integral part of the above said Unit/Apartment and the same shall not have any independent legal entity detached from the said allotted unit. The Sub-Lessee/Third Party has been explained that the said dependant car parking shall be used by the Sub-Lessee/Third Party as per terms and conditions of the Parking Agreement executed between the parties separately.
6. That for the computation purpose, the **apartment** area means and includes the built up covered area of the dwelling unit – comprising of carpet area of dwelling unit, area under walls, half area under partition walls, full areas of balconies(s), cupboard(s), spaces, projections, service shaft(s), terrace(s), garden(s), if any, attached to the dwelling unit – plus proportionate share of **all the** common areas such as -foundations, columns, girders, beams, supports, main walls, roof, halls, corridors, lobbies, stairways, fire-escapes and entrances and exits of the building; -basements, cellars, wards, parks, gardens , community centers and parking areas of common use **except covered parking.** -The premises for the lodging of janitors or persons employed for the management of the property;-Installations of central services, such as, power, light, gas, hot and cold water heating, refrigeration air conditioning, incinerating

and sewerage; the elevators, tanks, pumps, motors, fans, cable pipe lines (TV, gas electricity etc.) run water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use; -such other community and commercial facilities **except shops** as may be specified in the bye- laws, and -all other parts of the property necessary or convenient to its existences, maintenance and safety, or normally in common use;

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

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

7. That the Lessee/Second Party and the Sub-Lessee/Third Party shall, at all times duly perform and observe all the covenants and conditions, which are contained in the said Lease Deed executed between the Lessor and the Lessee/Second Party and observe the same as applicable and relating to the land and the unit being leased under these present.

8. That any transfer, sale, assignment or otherwise parting with the possession of the said dwelling unit by the Sub-Lessee/Third Party, will attract payment of then prevailing transfer charges, and No Objection Certificate (NOC) from the Lessee/Second Party, in addition to whatsoever other amount as payable to the Lessor. The decision of the Lessor/Lessee in respect of the transfer charges and permission for transfer will be final and binding upon the Sub-Lessee/Third Party.
9. That the Sub-Lessee/Third Party shall not mortgage the said dwelling unit for securing any loan at any stage except with the prior written permission of the Lessor, which shall be obtained, or given by the Lessor, as per terms of this Lease and Sub Lease Deed between LGCPL & SPPL. The Sub-lessee/Third Party shall also obtain appropriate 'NOC' from the lessee/lessor in that regard.

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

10. In case, the Sub-Lessee/Third Party has obtained loan from any Bank/Financial Institution on the above said Unit/Apartment, the Sub-Lessee/Third Party hereby undertakes to pay the dues of such Bank/Financial Institution in exclusion to the Lessee/Second Party herein.
11. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Lessee/Third Party shall be entitled to create tenancy of the whole of the dwelling unit for the purposes of the private residential dwelling only.
12. That wherever the title of the Lessee/Sub-Lessee in the Said dwelling unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein or contained in the Sub Lease Deed executed between LGCPL & SPPL and such transferee shall be responsible, liable and answerable in all respects thereof, in so far as, the same may be applicable and relate to the said proportionate land or the dwelling unit.
13. That in the event of death of the Sub-Lessee, the person on whom the title of the deceased devolves, shall within three months of such devolution, give

notice of such devolution to the Lessor and the Lessee. The stake holders/successors/legal heirs of the Sub-Lessee/Third Party shall be liable to execute necessary documents for transfer of the apartment on payment of fees in the records of Lessor and Lessee/Second Party.

14. That the Sub-Lessee/Third Party shall in terms of the lease, at all times, pay directly to the Lessor, all Government dues or any other dues of Authority, Local Bodies existing or to exist in future including but not limited to all rates, taxes charges and assessments levied by whatever name, in respect of the Land or the dwelling unit, which are now or may at any time hereafter or during the continuance of this Deed be assessed, charged or becomes due or imposed upon the dwelling unit hereby transferred to the Sub- Lessee/Third Party or its tenant/occupant in respect thereof.
15. That the Lessee/Sub-Lessee shall in all respect comply with and remain bound by law, Rules concerning building, drainage, and other by-laws of the New Okhla Industrial Development Authority or other competent Authorities for the time being in force or whenever becomes applicable in future. Along with above said, all the terms & conditions of the brochures of Scheme, allotment, building by laws as amended from time to time shall be binding upon Lessee/ Sub-Lessee.
16. That the Lessee/Sub-Lessee shall not without the sanction and permission of the Lessor in writing, erect any building or make any alteration or otherwise subdivide or amalgamate the above said transferred/ Sub-Leased dwelling unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant, the Sub Lessee/Third Party shall be solely responsible and liable for penal and other legal consequences.
17. That the Sub-Lessee/Third Party will use the dwelling unit exclusively for residential purpose and for no other purposes. Under no circumstances, the Sub-lessee/Third Party shall contravene the safety provisions while using/occupying the above said Dwelling Unit. In the event of any violation, the Sub-lessee/Third Party shall be solely responsible and liable for the consequences as per Law.
18. That the Sub-Lessee/Third Party shall not in any manner whatsoever encroach upon the common land/ areas, and facilities and services not handed over to him/her under these presents. All unauthorized constructions/encroachments made shall be removed at the cost of the Sub-Lessee/Third Party and the Sub-Lessee/Third Party shall be liable for legal consequences.
19. That the Sub-Lessee/Third Party of Ground Floor dwelling unit in the Housing Complex will be entitled to the use of the seating area earmarked for such flats, for the limited purpose of keeping the same as green. No construction, either temporary or permanent is permitted other than pool and landscape features

on such seating areas. The right of Sub-Lessee/Third Party shall however be subject to provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.

20. That the Sub-Lessee/Third Party of Top Floor dwelling unit shall not have any exclusive rights of use of the terrace above the dwelling unit. However, all the Sub-Lessee/Third Party of the complex shall have right to use the terrace at reasonable time for maintenance/upkeep of water tanks, fixing of T.V. antennas or any other legally permitted purposes on the terrace subject to observance of safety norms. The terrace shall also be available to the occupants of the building/tower in times of emergencies, like fire, and in case of all other emergencies. No unauthorized construction, temporary or permanent, is permitted by Sub-Lessee/Third Party in the project or terrace or in allotted flat or any part thereof. The right of Sub-Lessee/Third Party shall however be subject to provisions of all applicable Laws, bye Laws and rules etc. Sub-Lessee/Third Party has agreed that solar installations with steel structures for sustainable environment will not be objected by Sub-Lessee/Third Party and the Lessee/Second Party will have sole right to install solar panels on the roof top and utilize the energy as it deems fit.
21. That the Lessee/Sub-Lessee shall on the expiry of the lease of the land, peacefully hand over the said land unto the Lessor after removing the superstructure, within the stipulated period. The share in the undivided proportionate land hereby sub leased, shall always remain un-divisible and unidentified. Similarly the Sub-Lessee/Third Party shall have the right of usage of common areas and will not have any independent right of possession of the same.

22. The Lessee/Sub-Lessee shall insure the premises comprehensively either singly or collectively with other Allottees and keep the insurance alive/updated at all times. The Sub-Lessee/Third Party further declares that except the allotted flat Sub-Leased/ transferred to Sub-Lessees/Third Party under these present he/ she shall not be entitled to use any other areas, especially the unsold areas/ Flats, Land of the Lessee in the abovesaid project or phase, as the case may be. The commercial area in the complex is the facility for convenience services to the residents as an independent area of the project, as well as, for outsiders and the Sub-Lessee/Third Party has no objections for the same.
23. That the Lessee/Sub-Lessee and all other persons claiming under him/her shall ensure that the premises are kept in good shape and repairs and he/she shall ensure that no substantial material damages are caused to the premises or to the sanitary works therein.
24. That the terms and conditions of the Parent Lease deed, Flat Buyer Agreement, Maintenance Agreement, Memorandum of Understanding, Affidavits or any other relevant documents executed between Lessee/Second Party and Sub-Lessee/Third Party shall be binding on the Parties after the execution of this Sub-Lease deed.
25. That the Sub- Lessee/Third Party has understood that the present lease deed does not create any independent right, title or interest of the Sub-Lessee/Third Party in the earmarked commercial areas of the project which has been allotted or may be allotted by the Lessee to any third party for commercial purposes. The Lessee/Second Party shall be entitled to sell, transfer, convey or let- out the said commercial areas at his own discretion.
26. That under no circumstances the Sub-Lessee(s)/Third Party shall harm or cause to be harmed any damage to the peripheral walls, front, side and rear elevations of the said Flat in any manner. The Sub-Lessee(s)/Third Party shall also not change the color scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony designs etc. and shall not erect any fencing/hedging/grills without prior permission of the Lessee/Second Party or nominated Association/Company maintaining the said Flat /complex/building.
27. That in case of any breach of the terms and conditions of this Deed by the Lessee/Sub- Lessee, the Lessor will have the right to re-enter the demised dwelling unit after determining the Sub Lease. On re-entry to the demised dwelling unit, if it is occupied by any structure built in an un-authorized manner, by the Lessee/Sub-Lessee, the Lessor will remove the same at the

expenses and cost of the Sub-Lessee/Third Party. At the time of re-entry of the demised dwelling unit, the Lessor may re-allot the same to any other person.

28. That if the Sub-Lessee/Third Party is found to have obtained the allotment, sub lease of the demised premises by any mis-representation/mis-statement or fraud, this deed may be cancelled and the possession of the demised premises may be taken over by the Lessor and the Lessee/Sub-Lessee and in such an event the Sub-Lessee/Third Party will not be entitled to claim any compensation/refund in respect thereof.

29. That all notices/letters, orders and other documents required under the terms of the sub-lease or under the Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Industrial Area Development Act, 1976 (U.P.) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modification) Act 1974 (U.P. Act No. 30 of 1974). The Provisions, Rules/Regulations of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time), shall be applicable.
30. The Sub-Lessee/Third Party undertakes and assures that he/she has received proper possession of the allotted flat to him/her and same has been constructed upto his/her full satisfaction. The Sub-Lessee/Third Party has checked and inspected each & every item of the Flat and acknowledges that construction of the flat which is the subject matter of this Sub-Lease Deed has been carried out to the satisfaction of the Sub-Lessee/Third Party, as per the provisions of the Real Estate (Regulation & Development) Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed there under and hereby records his/her full satisfaction in that regard.
31. That all powers exercisable by the Lessor under this lease deed may be exercised by the Chairman/Chief Executive Officer of the Lessor. The Lessor may also authorize any of its other officers to exercise of all or any of the powers exercisable by it under this Deed. Provided that the expression Chairman/Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer, who is entrusted by the Lessor with the functions similar to those of Chairman/Chief Executive Officer.
32. That all clauses of the Lease Deed dated 19th December, 2014 in favour of Lotus Greens Constructions Private Limited and Sub-Lease Deed in favour of "Strongbiz Propbuild Pvt. Ltd." on dated 17th June, 2016 shall be applicable to this Deed also. In case of any repugnancies of any provision of the Lease Deed, Sub-Lease Deed and this Deed the provisions under former shall prevail.
33. That the Lessor shall have the right to recover the dues, if any, from the Lessee/Sub Lessee or their Successors as per rules, at the rate of interest, as per the terms and conditions laid in the Lease-Deed/Sub-Lease Deed.
34. That the Lessee/Sub-Lessee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer or any officer authorized by the Chief Executive Officer, will have the power to get the maintenance done through the authority and recover the amount so spent from

the Lessee/Sub-Lessee. The Lessee/Sub-Lessee will be individually and severally liable for payment of the maintenance amount. That the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) Real Estate (Regulation and Development) Act 2016 (RERA) as well as all Rules and Regulation made there under shall be applicable on the Lessee/Sub-Lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, New Okhla Industrial Development Authority in this regard shall be final and binding upon the parties concerned.

35. That the Lessee would be having the right to put the Hoardings etc. on the terrace or on the elevation or on the boundary wall, or any other place of the Project and to sell/rent/permit for use by the intending users, for which the Sub-Lessee(s)/Third Party would not be having any kind of objection of whatsoever nature.
36. That the Sub-Lessee shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of allotted flat or doors thereof. The Lessee/Second Party shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building, except otherwise specified for the purposes by the Lessee in writing. The Lessee/Second Party shall be entitled to recover the charges for uses of such publicity/display areas for the uses.
37. The Sub-Lessee/Third Party undertakes to apply and obtain membership of the Resident Welfare Association formed under the supervision and patronage of the Sub-Lessee, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Sub-Lessee/Third Party further undertakes that he/she will not accept or recognize nor form any other association as Resident Welfare Association, and if he/she is found contravening this provision, this would amount to breach of terms and conditions of this sub-lease deed.
38. That the Lessee/Second Party has provided certain recreational and commercial facilities including '**Club**' to facilitate the occupants of the complex with the extended use by the relatives & guests which excludes outsiders, of Sub lessees/tenants, as may be allowed by Lessee. The Sub-Lessee/Third Party shall also be entitled to use the same in adherence to the Rules/Regulations framed by the Lessee/Second Party for the use of such facilities on payment of charges etc. That the Lessee and Sub-Lessee/Third Party have agreed that other Terms & Conditions of the, allotment letter, parent lease deed and Government Laws, building bye-laws, as amended from time to time shall be binding and shall be applicable on the Lessee/Sub Lessee.
39. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sub Lease Deed shall be exclusively borne by the Sub-Lessee.
40. That any dispute arising out of this lease deed shall be referred to the sole arbitrator to be appointed by the Managing Director of the Developer/Lessee. The venue of arbitration proceedings shall be at Delhi/New Delhi and the

language of the proceedings shall be English only. The fees of the arbitrator shall be shared equally by both the parties, which shall be subject to the final award by the arbitrator. For other matters excluding the arbitration proceeding, the District Courts at Gautambudh Nagar shall only have the jurisdiction.

41. That after this Deed is executed, no disputes or differences relating to the registration, booking and allotment and Possession or any such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Lessee/Sub- Lessee, would be entertained by the Lessee, except otherwise provided or agreed between the parties in writing. That all disputes, including arbitration, if any, still arising with regard to the terms and conditions of this deed and interpretation thereof, the same shall be subject to the jurisdiction of Distt. Court, Gautam Budh Nagar, and the High Court of Judicature, Allahabad.

SCHEDULE DETAILS OF DWELLING UNIT

Dwelling unit No. **F-**_____ on ____**th** Floor in the Group Housing Complex known as "_____" developed and constructed upon Plot No. _____, SECTOR-150, Noida, District – GautamBudh Nagar, U.P., having Super Area of _____ Sq. Ft. (_____ Sq. Mtrs.), Covered Built-up Area of _____ Sq. Ft. (_____ Sq. Mtrs.) & Open Terrace area _____ sq.ft. i.e. _____ sq.mtr.,Comprising of _____ **bedrooms +_____ Toilets+ _____ Dressing Room+Kitchen with Dry Balconies+ Living Room+ Dining Room/Family Lounge+ _____ Servant Room with Toilet +_____ Balconies** together with proportionate undivided impartible interest in land on Sub-Lease basis, as per enclosed plan, and bounded as follows:

East: As Per
Site

West: As Per
Site South: As
Per Site North:
As Per Site

Along with usage rights of _____ **Covered** Car Parking Space(s) in the said Group Housing Complex.

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

DELIVERED BY WITNESSES

1.

SIGNED AND

(LESSOR)

FOR & ON BEHALF OF

(New Okhla Industrial Dev. Authority)

(LESSEE)

FOR & ON BEHALF OF

(_____ **Pvt. Ltd.**)

2

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(SUB-LESSEE/S)