

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

**Stamp valuation as per valuation list w.e.f., 24-08-2022 at Ghaziabad, UP**

Nature of Land	Residential
Mohalla	Siddharth Vihar,
District	Ghaziabad, Uttar Pradesh
Details of Property	EWS/LIG Unit No. _____, on ____ Floor, Tower- <b>"Prateek Aurelia (EWS/LIG)"</b> at Prateek Grand City, Plot No.4/ BS-01 & 4/ BS-05, Siddharth Vihar, Ghaziabad, U. P
Unit of measurement	Sq. Meter
Total Area	_____ sq.ft. i.e. _____ Sq.Mtr.
Total Built-Up Area	_____ sq.ft. i.e. _____ sq.mtr.
Carpet Area	_____ sq.ft. i.e. _____ Sq.Mtr.
Type of Property	Residential Flat
Building type	Multi-storey
Circle Rate (as per DM circle rate list)	Rs. _____/- per sq. meter (Rebate 15% & 10% plus extra value for other facilities)
Parking	Common Parking at stilt for Two Wheelers
Situation	Finished
Sale Consideration	<b>Rs. _____ -00</b>
Value as per circle rate	<b>Rs. _____ -00</b>
Stamp duty paid for	<b>Rs. _____ -00</b>

For Prateek Realtors India Pvt. Ltd.  
  
Authorised Signatory

For UPAEV Parishad

For M/s Prateek Realtors India Pvt. Ltd.

Allottee(S)

This Indenture is made and executed at GHAZIABAD on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### BETWEEN

**Uttar Pradesh Awas Evam Vikas Parishad**, a body corporate, constituted under Section 3 of the Uttar Pradesh Awas Evam Vikas Parishad Adhiniyam, 1965 (U.P. Act 1 of 1966) (hereinafter referred to as the "**LESSOR**" / "**FIRST PARTY**" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part;

### AND

**M/s Prateek Realtors India Pvt. Ltd.**, (PAN: **AAFCP2689G**) a Company within the meaning and provisions of the Company's Act, 2013 having its Registered office at Plot No. 101-102, Himalaya Place, 65 Vijay Block, Laxmi Nagar, G Block, Shakarpur, Delhi-110092 & Corporate Office at Prateek Pro-Menage, A-42, Sector-67, Noida, Gautam Budh Nagar, Uttar Pradesh, represented through its Authorized Signatory either or survivor **SHRI** \_\_\_\_\_ S/O **SHRI** \_\_\_\_\_ R/o \_\_\_\_\_ (Aadhar No. \_\_\_\_\_), duly authorized by the Board vide Board Resolution dated \_\_\_\_\_, (hereinafter referred to as the "**LESSEE**" / **DEVELOPER** / **SECOND PARTY** " which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the Second Part.

### AND

**SMT./SH.** \_\_\_\_\_ (PAN NO. \_\_\_\_\_) S/O **SHRI** \_\_\_\_\_  
**AND SMT./SH.** \_\_\_\_\_ (PAN NO. \_\_\_\_\_) S/O **SHRI** \_\_\_\_\_,  
 both R/O \_\_\_\_\_, (hereinafter referred to as the "**PURCHASER**" / "**SUB-LESSEE**" / "**THIRD PARTY**" which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, executors, administrators, legal representatives, permitted assigns) of the Third Part; Each Vendee have 1/2 share in the above said property.

**WHEREAS**, the **Uttar Pradesh Awas Evam Vikas Parishad** (hereinafter referred to as "**Parishad**") had acquired the land and allotted the said land to **M/s Prateek Realtors India Pvt. Ltd.** (the Seller/ developer), bearing Plot Nos. 04/BS-05 & 04/BS-01 in total admeasuring 1,54,916.510 Sq. Mtr., (hereinafter "**Said Land**") in Siddharth Vihar Yojna in Ghaziabad through Lease Agreement, duly registered with Sub-Registrar of Assurances - 5, vide Book No. 1, Vol. 1423, Pages 15 to 54 at Sl. No. 4191 registered on 25.02.2014 & Book No. 1, Vol. 4390, Pages 367 to 396 at Sl. No. 4118 registered on 20.06.2014 respectively and the Parishad had delivered possession of the Said Land to M/s Prateek Realtors India Pvt. Ltd., for construction, development, marketing and sale of a group housing over the Said Land;

**AND WHEREAS**, developer having taken over possession of the Said Land got the building plan approved from Parishad vide Permit No. UPAVP/BP/22-23/1428 dated 09.05.2024 for a group housing to be developed over the Said Land. The development was planned to be completed in phases. Each such phase to be developed under the township collectively named as "**Prateek Grand City**" (hereinafter "**Complex**") and separately named and registered

For UPAEV Parishad

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with UPRERA. As per the Uttar Pradesh Government Policy, the Developer has to construct 10% Economically Weaker Sections (EWS) units and 10% Lower Income Group (LIG) units of the total number of dwelling units to be constructed under the whole scheme of Prateek Grand City and in accordance with that the Developer proposed to develop and construct the desired number of EWS & LIG units and the blocks/towers thereof named and registered separately and independently as "**Prateek Aurelia (EWS/LIG)**" ("**the Project**"). The Seller commenced construction activities and offered to transfer duly developed carpet area forming flat to the eligible & interested buyers on the terms and conditions stipulated in this regard. The Partial Completion Certificate of the Tower has been obtained by the Seller vide Certificate No. \_\_\_\_\_ dated \_\_\_\_\_.

**AND WHEREAS** the Purchaser/Sub-Lessee after going through all the documents, plans, approvals, etc. and being acquainted with other material facts with regard to the transaction applied for allotment of a EWS/LIG unit having Total area of \_\_\_\_\_ Sq. Ft. i.e. \_\_\_\_\_ Sq. Mtr. & Carpet Area of \_\_\_\_\_ Sq. Ft. i.e. \_\_\_\_\_ Sq. Mtr. situated on the \_\_\_\_\_ Floor in the Project.

**AND WHEREAS** pursuant to the application of the Purchaser/Sub-Lessee for Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor having Total area of \_\_\_\_\_ Sq. Ft. i.e. \_\_\_\_\_ Sq. Mtr. & Carpet Area of \_\_\_\_\_ Sq. Ft. i.e. \_\_\_\_\_ Sq. Mtr. (hereinafter called the "**Flat**") in the Complex was allotted by the Seller to the Purchaser/Sub-Lessee for a consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** and other charges payable as per the plan contained in the letter of allotment subject to observing & performing other terms contained therein.

**AND WHEREAS** the Purchaser/Sub-Lessee after paying the entire consideration amount and other stipulated charges to the Developer, prior to getting this Sale Deed/Sub-Lease Indenture executed in respect of the Flat, through physical inspection of Flat has satisfied himself with workmanship, quality of construction, material used, fixture and fittings provided in the Flat and observing the requisite formalities for the execution of sale deed/sub-lease indenture and the Seller hereto executes this sale deed/sub-lease indenture in favour of the Purchaser on the terms appearing hereunder.

**AND WHEREAS**, the Developer has right to allot to its applicants/allottees, the dwelling units in the above said housing Project, including undivided proportionate share underneath the building/ tower in the project land, common areas and facilities, appurtenant to the dwelling units on such terms, as decided by the Developer, under the terms of said Lease Agreements and the Second Party can allot to its Purchaser/Sub-Lessee a dwelling unit, including undivided share in land, common areas and facilities appurtenant to the dwelling units on such terms as decided by the Developer.

**AND WHEREAS** the Purchaser/Sub-lessee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by third party/sub-lessee at various stages, the Second Party has allotted and received consideration mentioned herein and delivered possession of the dwelling unit in the aforesaid Project to the third party/sub lessee with the consideration which has already been paid. The purchaser/ sub-lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned lease agreement between the First Party and the Second Party and on the terms and conditions hereunder.

For Prateek Realtors India Pvt. Ltd.  
  
 Authorised Signatory



**AND WHEREAS** the purchaser/Sub-Lessee has carried out the inspection of the Building plans of the said dwelling unit, and has satisfied himself/herself/themselves with respect to the same including 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 Project.

Whereas, the **M/S PRATEEK REALTORS INDIA PRIVATE LIMITED** a company registered under the Companies Act, 1956 and having its registered office at Plot No. 101-102, Himalaya Place, 65 Vijay Block, Laxmi Nagar, G Block, Shakarpur, Delhi-110092 and corporate office at Prateek Pro-Menage, A-42, Sector-67, Noida, Gautam Budh Nagar, Uttar Pradesh through its Authorised Signatory **SHRI** \_\_\_\_\_ S/O **SHRI** \_\_\_\_\_

R/o \_\_\_\_\_ (Aadhar No. \_\_\_\_\_),  
hereinabove have authorized **Mr.** \_\_\_\_\_ S/o Sh. \_\_\_\_\_

(Aadhar No. \_\_\_\_\_) & **Mr.** \_\_\_\_\_ S/o Sh. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) Both R/o \_\_\_\_\_, to present the

document(s)/Sub-Lease Deed(s) either or survivorly the documents/lease deed of builtup property/Flats on the said Land in the complex/building namely "**Prateek Aurelia (EWS/LIG)**" at Prateek Grand City built on part of Plot No's 04/BS-05, & 04/BS-01 in Siddharth Vihar Yojana, Ghaziabad Tehsil & Distt. Ghaziabad, vide registered two Authentication Power of Attorney Ist Authtentication Power of Attorney entered in Book No.VI, Jild 1 on pages 171/198 in Sr.No.2 dt.23/07/2021 in the office of Sub-Registrar-V Ghaziabad UP. And IInd Authtentication Power of Attorney executed on 03-11-2022 entered in Book No.VI, Jild 10 on pages 65/80 in Sr.No.4 dt.03/11/2022 in the office of Sub-Registrar-1 Ghaziabad UP.

#### **NOW THIS INDENTUREWITNESSETH AS FOLLOWS:**

That in consideration of the amount which includes the cost of superstructure and the share of land, paid by the Purchaser/Sub-Lessee to the Second Party receipt whereof the Developer hereby acknowledges and the Purchaser/Sub-Lessee/Developer agreeing to observe and perform the terms and conditions herein mentioned, the Developer hereby sell to the Purchaser/Sub-Lessee the superstructure of the Dwelling Unit at the Project "**Prateek Aurelia (EWS/LIG)**" at Prateek Grand City with sanitary, electrical and other fittings, developed on part of Plot Nos. 04/BS-05 & 04/BS-01 in total admeasuring 1,54,916.510 Sq. Mtr., (hereinafter "**Said Land**") in Siddharth Vihar Yojna in Ghaziabad of Uttar Pradesh Awas Evam Vikas Parishad.

The Developer/Lessee simultaneously do hereby also conveys unto the Purchaser for the unexpired period of 90 years' lease granted by **Parishad/Lessor**, the undivided, unidentified title to the Land proportionate to the area allotted to the Sub-Lessee in relation to the total area of the land on the following terms and conditions:

1. The vacant and peaceful possession of the above described dwelling unit has been handed over to the Purchaser/Sub- Lessee. The Parishad/Lessor has received one-time Lease

For UPAEV Parishad

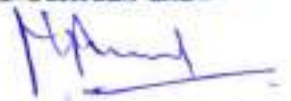
For M/s Prateek Realtors India Pvt. Ltd.

Allottee(S)

  
Authorized Signatory

Rent of the Plot from the Developer and the Purchaser/Sub Lessee is not required to pay any Lease Rent to the Lessor during the Lease Period.

2. That the Sub-Lessee shall pay prevailing taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said dwelling unit, as and when, the same becomes due or payable. In addition, thereto, the Sub-lessee/Purchaser shall pay all other liabilities, charges for repairs, maintenance and replacement etc., as per Maintenance Agreement executed between the Sub-Lessee and Lessee or nominee of Sub-Lessee, as the case may be.
3. The Sub-Lessee(s) agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance or all other society charges, taxes and society charges etc. All the works relating to the maintenance may be assigned to any company/agency by the Lessee.
4. That the usable rights of common parking for Two Wheelers (Scooter, Motor Cycle, Bycle) only anywhere in the designated parking area at stilt floor is made available inside the Project and the Sub-Lessee agrees that his/her this right 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 Purchaser/Sub-Lessee has been explained that the said common parking area shall be used by the purchaser/Sub-Lessee as per terms and conditions laid in this respect along with other occupants of the Project.
5. The super area means and includes the covered area, projections plus proportionate common areas of the Complex such as utility corridor, passage, shafts, lobbies, stairs, munties, lifts/lift walls, other common walls, security room, service ledges, service areas including but not limited to lift machine room, pump room, electric substation, fire control rooms, generator room, entrance and exits of building, in the Complex as per the sanctioned lay-out except those area that are declared as independent area under the U.P. Apartment Act, 2010. The covered area of the Flat includes carpet area, areas under roof, internal and external walls, areas under balconies, cupboards and half of the area of wall common between two units etc.
6. That the Developer/Lessee and the Purchaser/Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions, which are contained in the said Agreement executed between the Lessor/Parishad and the Developer/Lessee and observe the same as applicable and relating to the land.
7. That the purchaser shall use the flat hereby transferred for residential purposes only & enjoy it peacefully & quietly without causing nuisance & shall not be keeping any inflammable and/or any other hazardous material in the premises which may endanger safety & security of other occupants of the complex. The purchaser shall not be permitted to carry any trade/profession what so ever or cause to be done any activity which is nuisance, which shall be removed at the cost & expenses of purchaser.
8. That further transfer/conveyance of title of the said Flat by the Purchase in favour of any third party shall be subject to and permissible only in accordance with the applicable laws/rules/policy of the appropriate government/authority in respect to transfer of EWS/LIG units. That wherever the title of the Lessee/Sub-Lessee in the Said dwelling unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein or contained in the parent Lease Agreement executed between the





Lessor/Parishad and the Lessee/Developer and such transferee shall be responsible and liable answerable in all respects thereof, in so far as, the same may be applicable and relate to the said proportionate land or the dwelling unit.

9. That in the event of death of the Purchaser/Sub-Lessee, the person on whom the title of the deceased devolves, shall give notice of such devolution to the Parishad/Lessor and the Developer/Lessee. The stake holders/successors/legal heirs of the Purchaser/Sub Lessee shall be liable to execute necessary documents for transfer of the apartment on payment of fees in the records of Lessor and Lessee.
10. That the Purchaser shall from time to time and at all times, pay directly to the Seller, local or statutory authority, (as the case may be) all rates, taxes (including but not limited to municipal tax, property tax, water charges, sewerage tax), charges and assessments of every description which are assessed, charged, levied or imposed now or may be levied/ imposed in future or even retrospectively upon the Complex/Flat hereby transferred. So long as each Flat shall not be separately assessed for the taxes, charges etc. the Purchaser shall pay proportionate share of such dues, demands, charges, taxes, liabilities on pro rata basis, to the Seller/Maintenance Agency/Association.
11. That the Purchaser acknowledges and understands that the electricity will either be supplied in the Flat through pre-paid metering system or such system as is allowed by the law from time to time. The Purchaser shall to pay separately proportionate running cost of power at such rates, taxes, levies, service charges etc., as may be determined by Sellers/ Maintenance Agency/Association.
12. That the Purchaser shall not be allowed to change the façade and architecture of the complex at any stage of time & shall not be covering/enclosing the balconies & terrace, which shall always remain open. The Purchaser shall not be encroaching any common area & stairs etc., any encroachment upon balcony(s), common areas like lobby, corridor, stairs etc. shall be unauthorized & be liable to be removed by the Seller or Association as the case may be at the cost of the Purchaser. The Purchaser shall not be raising any further construction temporary or permanent other than hereby transferred & shall not make any change, addition, alteration in the demised property. However, any minor change/alteration may be allowed after written consent of Seller or Association, without disturbing the services & permanent structure like column, beams & façade etc., of the Complex. Any damage in process of addition/alterations to common services in demised premises & permanent structures shall be liable to be rectified by Purchaser at its cost & expenses. The position of windows, ventilators & color of façade shall not be allowed to be changed.
13. That the Purchaser/Sub-Lessee shall not in any manner whatsoever encroach upon the common land/ areas, and facilities and services not handed over to him/her under these presents. All unauthorized constructions/encroachments made shall be removed at the cost of the Purchaser/Sub-Lessee and the Purchaser/Sub-Lessee shall be liable for legal consequences.
14. That the owner/purchaser of the ground floor flat shall only have exclusive right to use of the ground floor lawn abutting to his/her flat, whose usage right is granted by the Sellers and accordingly the owner/occupant of flat on upper story(s) who has been granted usage right of side/roof terrace by the Seller shall have exclusive right to use the same to the exclusion of other owner/occupant.

For UPAEV Parishad

For M/s Prateek Realtors India Pvt. Ltd.

Allottee(S)

For Prateek Realtors India Pvt. Ltd.

  
A. S. Srinivasan

15. That the Purchaser/Sub-Lessee of Top Floor dwelling unit shall not have any exclusive rights of use of the terrace above the dwelling unit. However, Developer/ Maintenance Agency 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. No unauthorized construction, temporary or permanent, is permitted by Sub-Lessee in the project or terrace or in allotted flat or any part thereof. The right of Sub-Lessee shall however be subject to provisions of all applicable Laws, bye Laws and rules etc. Sub-Lessee has agreed that solar installations with steel structures for sustainable environment will not be objected by Sub-Lessee and the Lessee will have sole right to install solar panels on the roof top and utilize the energy as it deems fit.
16. The Lessee/Sub-Lessee shall insure the premises comprehensively either singly or collectively with other Allottees and keep the insurance alive/ updated at all times. The Sub-Lessee further declares that except the allotted flat Sub-Leased/transferred to Sub Lessees under these present shall not be entitled to use any other areas, especially the unsold areas/ Flats, Land of the Lessee in the above said project or phase, as the case may be. The commercial area in the complex is the facility for convenience services to the residents as an independent area of the project, as well as, for outsiders and the Sub-Lessee has no objections for the same.
17. That the Purchaser for the purpose of availing the Maintenance Services in the Complex, agrees to execute a maintenance agreement with Seller or any other body as may be appointed/nominated by Seller for the maintenance and upkeep of the Flat /Complex (herein after '**Maintenance Agency**'). The Purchaser shall have to abide by the terms and conditions of the Maintenance Agreement and promptly pay all the demands, bills, and charges as may be raised by the Seller/Maintenance Agency with regard to upkeep of the Project/Complex and for running & maintenance of common services from time to time. Default in payment towards the maintenance bills, other charges on or before the due date, shall entitle the Seller/Maintenance Agency to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement.
18. The workmen of Seller or association shall have exclusive right to enter upon the premises hereby sold to rectify any defect in electrical, plumbing, sanitary or any other services after due notice in day hours but in case of emergency they may enter without notice as & when required.
19. 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.
20. That the terms and conditions of the Parent Lease Agreement, Flat Buyer Agreement, Maintenance Agreement, Memorandum of Understanding, Affidavits or any other relevant documents executed between Lessee and Sub-Lessee shall be binding on the Parties after the execution of this Sub-Lease Indenture.
21. The Purchaser/Sub-Lessee shall abide by all the directions, rules and regulations made by the Parishad/ Seller/Maintenance Agency/ Competent Municipal authority now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as it affects the health, safety or convenience of other inhabitants of the Complex.

For UPAEV Parishad

For M/s Prateek Realtors India Pvt. Ltd.

For Prateek Realtors India Pvt. Ltd.



Authorised

Allottee(S)



22. That the Purchaser acknowledges & consents that construction & developments activities shall be continued by Seller in other Block of the Complex without any objection by Purchaser & the Seller shall be entitled for joining the further developed facilities like sewer, water, electricity with the existing services without any objection by purchaser.
23. That the Purchaser acknowledges and confirms that the time frame, and quality of infrastructure facilities to be provided by the Government of Uttar Pradesh/ Ghaziabad Development Authority/Parishad and/or other Competent Authority(ies) in the Complex are beyond the control of the Seller and the Purchaser shall not be raising any claim or dispute against the Seller in respect of the infrastructure facilities as aforesaid to be provided by the public agencies. Further, the Purchaser explicitly agrees not to raise any claims against Seller due to any lack in performance of the internal services viz. sewer, drainage etc. within the Complex caused by lack or inadequate support of the external services viz. trunk sewer etc. to be provided by Parishad/GDA/PWD/Local authorities.
24. That the Purchaser or the Association of Apartment Owners of which the purchaser shall become a part of shall not be entitled to change the name of the Project/Complex.
25. That under no circumstances the Sub-Lessee(s) shall harm or cause to be harm any damage to the peripheral walls, front, side and rear elevations of the said Flat in any manner. The Sub-Lessee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony designs etc. shall not erect any fencing/hedging/grills without prior permission of the Lessee or nominated Association/Company maintaining the said Flat/complex/building.
26. That in case of any breach of the terms and conditions of this Indenture by the Lessee/Sub-Lessee, the Lessor will have the right to re-enter the demised dwelling unit after determining the Sub Lease. On re-entry to the demised dwelling unit, if it is occupied by any structure built in an un-authorized manner, by the Lessee/Sub-Lessee, the Lessor will remove the same at the expenses and cost of the Sub-Lessee. At the time of re-entry of the demised dwelling unit, the Lessor may re-allot the same to any other person.
27. That if the Sub-Lessee is found to have obtained the allotment, sub lease of the demised premises by any mis-representation/mis-statement or fraud, this Indenture may be cancelled and the possession of the demised premises may be taken over by the Lessor and the Lessee/Sub-Lessee, in such an event will not be entitled to claim any compensation/refund in respect thereof.
28. 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, 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/UP and Awas Vikas Act, 1965. 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.
29. The Purchaser/Sub-Lessee undertakes and assures that he/she has received proper possession of the allotted flat to him/her and same has been constructed up to his/her full satisfaction. The Purchaser/Sub-Lessee has checked and inspected each & every item of the Flat and acknowledges that construction of the flat subject matter of this Sale Deed/Sub-Lease Indenture has been carried out to the satisfaction of the Sub-

For Prateek Realtors India Pvt. Ltd.

For UPAEV Parishad

For M/s Prateek Realtors India Pvt. Ltd.

Allottee(S)



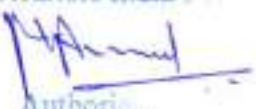
Lessee/Purchaser, as per the provisions of the Real Estate (Regulation & Development) Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed there under and hereby records his/her full satisfaction in that regard.

30. That all clauses of the Parent Lease Agreement dated 25.02.2014 & 20.06.2014 executed by Parishad in favour of Lessee i.e. "M/s Prateek Realtor India Pvt. Ltd.", shall be applicable to this Indenture also. In case of any repugnancies of any provision of the Lease Agreement and this Sub Lease Indenture/Sale Deed, the provisions under former shall prevail.
31. That the Lessor shall have the right to recover the dues, if any, from the Lessee or their Successors as per rules, at the rate of interest, as per the terms and conditions laid in the Lease Agreement/Sub-Lease Indenture.
32. That the Lessee/Developer would be having the right to put the Hoardings etc. on the terrace on the elevation or on the boundary wall, or any other place of the Project and to sell/rent/permit for use by the intending users, for which the Purchaser/Sub-Lessee(s) would not be having any kind of objection of whatsoever nature.
33. That the Purchaser/Sub-Lessee shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of allotted flat doors thereof. The Developer/Lessee shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building, except otherwise specified for the purpose by the Lessee in writing. The Developer/Lessee shall be entitled to recover the charges for uses of such publicity/display areas for the uses.
34. The Sub-Lessee undertakes to apply and obtain membership of the Resident Welfare Association/ Apartment Owner's Association formed under the supervision and patronage of the Lessee, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Sub-Lessee further undertakes that he/she will not accept or recognize nor form any other association as Resident Welfare and Association, and if he/she found contrary this would amount to breach of terms and conditions of this sub-lease.
35. That the Lessee has provided certain recreational and commercial facilities to facilitate the occupants of the complex with the extended use by the relatives & guests which excludes outsiders, of sub lessees/tenants, as may be allowed by Lessee. The Sub-Lessee shall also be entitled to use the same in adherence to the Rules/Regulations framed by the Lessee for the use of such facilities on payment of charges etc. That the Lessee and Sub-Lessee have agreed that other Terms & Conditions of the, allotment letter, parent lease Agreement and Government Laws, building bye-laws, as amended from time to time shall be binding and shall be applicable on the Lessee/Sub Lessee.
36. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Indenture shall be exclusively borne by the Sub-Lessee.
37. That any dispute arising out of this Indenture shall be referred to the District Courts at Ghaziabad, UP as jurisdiction.

For UPAEV Parishad

For M/s Prateek Realtors India Pvt. Ltd.

For Prateek Realtors India Pvt. Ltd.

  
Authorized  
Allottee(S)

### **SCHEDULE OF DWELLING UNIT**

EWS/LIG Dwelling Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor at "**Prateek Aurelia (EWS/LIG)**" at Prateek Grand City constructed on part of Plot Nos. 04/BS-05 & 04/BS-01 in Siddharth Vihar Yojna in Ghaziabad of Uttar Pradesh Awas Evam Vikas Parishad, having Total area of the unit \_\_\_\_\_ Sq. Ft. i.e. \_\_\_\_\_ Sq. Mtr., Carpet Area of \_\_\_\_\_ Sq. Ft. i.e. \_\_\_\_\_ Sq. Mtr. & Built Up Area \_\_\_\_\_ Sq. Ft. i.e. \_\_\_\_\_ Sq. Mtr., comprising of \_\_\_\_\_ together with proportionate undivided impartible interest in land on sub-lease basis, as per enclosed plan, and bounded as follows:

East:

West: As Per Lease-Plan

South: Attached.

North:

In witness whereof, the Parties to the Indenture have put their respective signatures on this Indenture of transfer on the day, month & year first above written

Witnesses: -

1.

PARISHAD/LESSOR

2.

SELLERS/LESSEE/DEVELOPER

PURCHASER/SUB-LEASEE

3.

Drafted by : \_\_\_\_\_, **ADVOCATE**, Ch.No. \_\_\_\_\_, \_\_\_\_\_,

Ghaziabad (Contact. No.+91- \_\_\_\_\_,

Land Line No. : \_\_\_\_\_

For Prateek Realtors India Pvt. Ltd.

  
Authorized Signatory

For UPAEV Parishad

For M/s Prateek Realtors India Pvt. Ltd.

Allottee(S)