

This draft is prepared on the basis of current draft of Authority and subject to changes/modifications as Intimated by the Authority.

TRIPARTITE SUB- LEASE DEED

This Indenture of Sale Deed for Superstructure of Residential Apartment and Sub-Lease Deed for Land ("Deed") is made at _____ on this _____ day of _____ 20____;

BY & BETWEEN

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (NOIDA), District Gautam Budh Nagar, Uttar Pradesh, 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" / "FIRST PARTY" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the FIRST PART;

AND

LAVISH BUILD MART PRIVATE LIMITED (CIN No. U45300HR2007PTC056065), a company incorporated under the Companies Act, 1956 and existing under Companies Act, 2013 having its registered office at: 41st Floor, Tower-1, M3M International Financial Center, Sector-66, , Badshahpur, Haryana, India - 122101 and correspondence/corporate office at 23rd Floor, Windsor Grand, Plot No.1-C, Noida Expressway, Sector 126, Noida (Uttar Pradesh), through its authorized signatory Sh. [•] (Adhaar No. [•]) authorised vide board resolution dated [•], (hereinafter referred to as the "LESSEE" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the SECOND PART;

AND

Mr. [•],

S / o Sh. [•],

R / o [•],

PAN # / UID No. / Contact No.

(hereinafter referred to as the "SUB-LESSEE" 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;

WHEREAS:

- A. The Lessee was a successful bidder in auction conducted by the Lessor for a commercial plot under Scheme Code 2022-23 (Commercial Builder Plot-1), and was allotted all that piece of land admeasuring 52,035 Square Meters (560100 Sq. Ft.), situated at Plot No. 1, Sector 94, Noida, Uttar Pradesh ("Total Land").
- B. The Lessor has executed a Lease Deed dated 13.01.2023 which is duly registered with the Office of Sub-registrar at Sadar-II, Gautam Budh Nagar as Document No. 223, in Book No. 1, Vol. No. 13301 at Pages 255 to 284 on 16.01.2023 ("Lease Deed"), whereby the leasehold rights of the Total Land have been granted to the Lessee for a term of 90 years commencing from 13.01.2023.
- C. The Total land has been demised for the purposes of constructing and developing both residential and commercial complex(es). The entire development on the Total Land will be done in phases, as may be determined by the Lessee in compliance with Applicable Laws.
- D. The Lessee developed a Project under the name and style of "M3M The Cullinan-II", upon a part of the Total Land admeasuring 5830 sq. mtrs. (herein called "Project"), The Building Plan / Site Plan of the Phase-II Project has been approved by the Competent Authority vide Memo No. _____ dated _____, clearly mentioning and identifying the said Phase II Project as 'Phase – II'.
- E. The Lessee has registered Phase-II Project with the concerned authority as a real estate project under the provisions of the Act read with the allied rules, and the authority has granted registration vide Registration No. [•].
- F. The Lessee has right to allot to its applicants / allottees, residential unit(s) in the above said Phase-II Project, including undivided proportionate share underneath the building / tower where the Unit (*defined below*) is located, common areas and facilities, appurtenant to the residential unit(s) within the building / tower where the Unit is located.
- G. The Sub-lessee had applied for allotment of a unit; and relying on representations and assurances made by the Sub-lessee in the application, the Lessee allotted Unit bearing no. [•] having carpet area of [•] Sq. Ft. ([•] Sq. Mtrs.) on [•] floor in Building No. [•] of the Phase-II Project along with a right

to exclusively use _____ car park within the Phase-II Project (“Unit” specifically identified under Schedule I under this Deed).

H. The Lessee has the absolute right, title and full power to allot, sub-lease the Unit unto the Sub-lessee by way of this Deed. The Lessee has sole and absolute leasehold rights over the said Project; and Phase- II Project is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims, etc.

I. The Lessee has furnished to the Sub-lessee all information, clarifications, legal positions etc., with respect to the Phase I Project and the Lessee declares that the same are true and correct to the best of their knowledge and belief. There is no other oral or written representation or statement, made either by the Lessee or any person claiming under them, which may be considered to be part of this Deed.

J. The Sub-lessee has executed this Deed after having carried out the detailed due diligence to its satisfaction including but not limited to the layout plans, location plans, zoning plans, ownership record with respect to the Total Land, relevant approvals in favour of the Lessors and all other documents relating to competency of Lessor to convey the said Unit. The Sub-lessee further acknowledges that the Sub-lessee has done the site inspection and satisfied himself / herself / itself with physical and other condition with regard to the said Unit. The Sub-lessee has relied solely on his / her / its own judgment and investigation on the basis of information provided by the Lessee while deciding to execute this Deed.

K. The Sub-lessee undertakes that it shall be bound by all the conditions and the stipulations imposed by the Lessor and other competent authority (ies) in respect of the said Phase-II Project and / or the said Unit.

L. The Sub-lessee have confirmed to the Lessee that it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc. and limitations and conditions applicable to the said Phase-II Project and the Unit.

M. The Sub-lessee on the basis of information received from the Lessee and after being satisfied as to the title and rights of the Lessee in the said Unit, had agreed to take the said Unit on sub-lease basis, and the Lessee are sub-leasing the said Unit unto the Vendee on the terms and conditions stated herein below:

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. In consideration of the amount of Rs. [•] (Rupees [•] only) (“Total Consideration Value”) paid by the Sub-lessee to the Lessee, receipt whereof the Lessee hereby acknowledges and the Sublessee agreeing to observe and perform the terms and conditions herein mentioned, the Lessee hereby sub-leases to the Sub-lessee the Unit along with [•] car parking space and pro-rata share in the common areas and facilities within the building / tower/ project where the said Unit is situated or as provided in deed of declaration filed before competent authorities under applicable law.
2. The Lessee hereby also sub-leases unto the said Sub-lessee a proportionate share in the leasehold right of the land underneath the building / tower where the Unit is situated, for the unexpired period of the lease deed granted to the Lessee.
3. The vacant and peaceful possession of the Unit has been handed over to the Sub-lessee and the Sub-lessee acknowledges to have taken the possession of the same and the Sub-lessee acknowledges to have taken over the possession of the same after a detailed inspection of the Unit, on all material aspects including but not limited to carpet area of the Unit, quality of construction, workmanship, materials used in construction, finishing / fittings, fixtures, specifications, etc. and the Sub-lessee does not have any objection and is fully satisfied, with the workmanship and quality of the Unit. That all amenities which were promised to the Sublessee, have been provided to the Sub-lessee to his complete satisfaction by the Lessee. The Sub-lessee further confirms that he / she /they/it have/has checked and verified the title of Lessee in the said Plot and is completely satisfied with respect to the same. Since the Sub-lessee has completed due diligence to his / her / its complete satisfaction, the Sub-lessee undertakes not to raise a dispute on any of the abovementioned aspects either in present or in future.
4. In case of any demand by the government or concerned authority or Lessor, with respect to the onetime lease rent, the same shall be dealt with and borne by Sub-lessee only. The Sub-lessee shall be liable to pay onetime Lease Rent of the unit purchased from the Lessee.
5. The Sub-lessee without any rebate or deduction whatsoever shall pay to the Authority / Lessee any and all other taxes, charges, levies and impositions payable and demanded for the time by the Lessee in relation to the Unit.

6. The Sub-lessee shall pay annual rents, prevailing taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said Unit as and when the same becomes due and payable. In addition thereof, the Sub-lessee shall pay all other liabilities charges for repairs, maintenance and replacement etc. as per a separate maintenance agreement executed between the Sub-lessee and Lessee (or the nominee of the Sub-lessee, as the case may be).
7. All the works relating to the maintenance may be assigned to any company / agency by the Lessee.
8. That the Sub-lessee agrees that car parking, if any assigned to the Sub-lessee, shall always be treated as integral part of the above said Unit and the same shall not have any independent legal entity detached from the said allotted Unit. The Sub-lessee has been explained that the said dependant car parking shall be used by the Sub-lessee as per terms and conditions of the Maintenance Agreement executed between the parties separately.
9. That the Lessee and the Sub-lessee 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 and observe the same as applicable and relating to the Total land and the Unit being Leased under this present Deed.
10. That the upkeep and maintenance of common / open areas and facilities in the Phase-II Project shall be discharged by the Lessee through a maintenance agency to be appointed by the Lessee ("Maintenance Agency"). The Sub-lessee agrees, to execute a separate Maintenance Agreement with said Maintenance Agency and strictly adhere to same and to promptly pay all demands, charges, bills etc. raised by the said Maintenance Agency. The Sub-lessee undertakes to abide by all the rules / byelaws framed by the Maintenance Agency for the Phase I Project. The Sub-lessee understands and acknowledges that the relationship between the Lessee and the Maintenance Agency is on principal-to-principal basis, and the Sub-lessee hereby agrees and confirms that Sublessee shall not hold the Lessee responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortious, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Sub-lessee. The Sub-lessee hereby expressly discharges the Lessee from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.
11. That the Lessee or Maintenance Agency or associate or any other company of the Lessee, after getting the permission to receive the bulk electric supply, shall supply the electricity to the Sub-lessee and Sub-lessee agrees to take the supply from the Lessee. The Sub-lessee herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Lessee / Maintenance Agency, proportionate share as may be determined by the Lessee of all deposits and charges paid or payable by the Lessee to whom permission to receive bulk supply and distribute the same is granted. The Sub-lessee agrees to enter into and execute the power supply agreement and / or all or any other documents, as may be required for this purpose.
12. That any transfer, sale, assignment or otherwise parting with the said Unit by the Sub-lessee will attract payment of prevailing transfer charges and No-objection Certificate (NOC) from the Lessee / Maintenance Agency appointed by the Lessee in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor / Lessee in respect of transfer charges and permission for transfer will be final and binding upon the Sub-lessee. In case there remains any arrears due and payable to the Maintenance Agency and / or the Lessee, the Sub-lessee undertakes to clear such amounts prior to creating any third party rights, title or interests in the Unit.
13. The Sub-lessee shall not mortgage the said dwelling Unit for securing any loan at any stage except with prior permission of the Lessor in writing, which shall be obtained, or given by the Lessor as per terms of the Lease. The Sub-lessee shall also obtain appropriate 'NOC' from the lessee / lessor in that regard.
14. In case, the Sub-lessee has obtained loan from any Bank / Financial Institution on the above said Unit, the Sub-lessee hereby undertakes to pay the dues of such bank / financial institution in exclusion to the Lessee herein.
15. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this Deed in respect of the Unit / building / Phase-II Project, shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and / or subsequent Sub-lessees / assignees / transferees of the Unit, as the said obligations go along with the Unit for all intents and purposes.
16. In the event of death of the Sub-lessee, the person on whom the title of the deceased devolves shall within three months of the devolution, give notice of such devolution to the Lessor and the Lessee. The stake

holders / successors / legal heirs of the Sub-lessee shall be liable to execute necessary documents for transfer of the Unit on payment of fees in the records of Lessor and Lessee.

17. That the Sub-lessee shall in terms of the Lease Deed, 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 leviable by whatever name, in respect of the Unit or undivided proportionate interest in the Project, 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 Unit hereby transferred to the Sub-lessee or its tenant / occupant in respect thereof.
18. That the Sub-lessee shall in all respect comply with and remain bound by law, rules concerning building, drainage, and other by-laws of the Lessor or other competent authorities for the time being in force or whenever becomes applicable in future.
19. The Sub-lessee shall not without the sanction and permission in writing of the Lessee, erect any building or make any alteration or subdivide or amalgamate the above said transferred / Sub-Leased 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 shall be solely responsible and liable for penal and other legal consequences.
20. That the Sub-lessee will use the Unit exclusively for residential purpose and for no other purposes. Under no circumstances, the sub-lessee shall contravene the safety provisions while using/ occupying the above said Unit. In violation, the sub-lessee shall be solely responsible and liable for the consequences as per law.
21. That the 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 this Deed. All unauthorized constructions / encroachments made shall be removed at the cost of the Sub- Lessee and the Sub-lessee shall be liable for legal consequences.
22. The Sub-lessee shall not have a right to use or access the terrace of the building where the Unit is situated. The Lessee may make solar installations with steel structures for sustainable environment without any objection by the Sub-lessee, and the Lessee will have sole right to install solar panels on the roof top and utilize the energy as deems fit and Sub-lessee shall pay pro-rata cost of solar panel usage.
23. The Lessee / Sub-lessee shall on the expiry of the lease of the land, peacefully handover the said land unto the Lessor after removing the superstructure within the stipulated period. The share in undivided proportionate land hereby sub-leased, shall always remain un-divisible and unidentified. Similarly, the Sub-lessee shall have right of usage of common areas and will not have any independent right of possession of the same. The right of Sub-lessee of usage of common areas shall be subject to the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.
24. That the terms and conditions of the Lease deed, Agreement to Sub-lease, Maintenance Agreement, or any other relevant documents executed between Lessee and Sub-lessee shall be binding on the Parties after the execution of this Sub-Lease deed.
25. That the Sub-lessee has understood that the present Deed does not create any independent right, title or interest of the Sub-lessee 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 shall be entitled to sell, transfer, convey or let-out the said commercial areas to his own discretion.
26. That under no circumstances the Sub-lessee shall harm or cause to be harm any damage to the peripheral walls, front, side and rear elevations of the said Unit in any manner. The Sublessee 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 Unit / complex / building.
27. That, the Sub-lessee shall not remove any wall of the said Unit including load bearing walls and all the walls / structures of the same remain common between the Sub-lessee and the owners of the adjacent units.
28. 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 Unit after determining the Sub-lease. On re-entry of the demised dwelling Unit, if it is occupied by any structure build in an unauthorized manner, by the Sub-lessee, the Lessor / Lessee will remove the same at expenses and cost of the Sub-lessee. At the time of re-entry of the demised dwelling Unit, the Lessor may re-allot it to any other person.

29. That if the Sub-lessee is found to have obtained the allotment, sub-lease of the Unit by misrepresentation / misstatement / fraud, this Deed may be cancelled, and the possession of the Unit may be taken over by the Lessor / Lessee; in such an event the Sub-lessee will not be entitled to claim any compensation / refund in respect thereof.
30. That all notices / letters, orders and other documents required under the terms of this Deed or under the Act or the Uttar Pradesh Industrial Area Development Act, 1976 (U.P.) or Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modification) Act 1974 (U.P. Act No. 30 of 1974).
31. The Sub-lessee undertakes and assures that he / she/ it has received proper possession of the allotted Unit to him / her and same has been constructed to his / her/ it full satisfaction. The Sub-lessee has checked and inspected each and every item of the Unit and acknowledges that construction of the Unit of this Sub-Lease deed has been carried out to the satisfaction of the Sub-lessee, as per the provisions of the Act and he / she has also gone through the relevant provisions of Act and allied rules and hereby records his / her/ it full satisfaction in that regard.
32. 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 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.
33. That all clauses of the Lease Deed executed by NOIDA, dated 13.01.2023 in favour of the Lessee shall be applicable to this Deed. In case of any repugnancy of any provision of the Lease Deed and this Deed, the former shall prevail.
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 / Sublessee, 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) or the Act as well as all rules and regulations 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, Noida in this regard shall be final and binding upon the parties concerned.
35. That the Lessee reserves the sole right to develop the unused areas and / or common areas in Phase-II Project in accordance with the necessary sanctions as and when obtained by the Lessee, and the Sub-lessee shall have no right of objection or reservation, whatsoever in this regard.
36. That the Sub-lessee shall not carry out fragmentation / sub-division of the said Unit in any manner whatsoever, under any circumstances and in case it is done, the Sub-lessee shall be solely and exclusively liable and responsible for all consequences / damages arising therefrom.
37. That the Lessee would have the right to put the hoardings etc. on the terrace on the elevation or on the boundary wall, or any other place of the Phase-II Project and to sell / rent/ permit for use by the intending users, for which the Sub-lessee would not be having any kind of objection of whatsoever nature.
38. 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 Unit doors thereof. The 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 Lessee shall be entitled to recover the charges for the uses of such publicity / display areas for the uses.
39. The Sub-lessee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases, lifts, terrace / roof. However, the Sub-lessee shall only have the right to enjoy the benefits of the open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases and lifts subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. Further, the Sub-lessee or any other person(s) claiming through the Sub lessee shall not be entitled to bring any action for partition or division of the common areas and facilities, or any part thereof. The Sub-lessee

doth hereby agrees and confirms that Sub-lessee shall not create any blockages, obstructions, elevations or constructions in the common areas and spaces and shall indemnify the Lessee for any losses and damages to the Lessee for any of its acts of omissions or commissions in this regard.

40. The Sub-lessee undertakes to apply and obtain membership of the Resident Welfare 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. 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/it found contrary this would amount to breach of terms and conditions of this sub-lease.
41. That the Lessee has provided certain recreational and commercial facilities including the 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 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, Agreement to Sub-Lease Deed, 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.
42. The Sub-lessee undertakes to not change the name of the complex unilaterally and / or jointly with the owners of the other units of the Phase-II Project.
43. The Sub-lessee is / are fully aware and acknowledges that the Phase-II Project has not being promoted, developed and / or sold by M3M India Private Limited. The use of the word / name / mark "M3M" / "M3M The Cullinan" is under a license granted by M3M India Private Limited to the Lessee, and use of the same is subject to the brand licensing arrangement between the parties. The use of word "M3M" / "M3M The Cullinan" shall in no manner be construed or interpreted as M3M India Private Limited being the promoter of the Phase I Project and / or any part thereof.
44. The stamp duty, registration charges and other all incidental charges required for execution and registration of this Deed have been borne by the Sub-lessee. Further, the Sub-lessee has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government/ statutory or other local authority, the same, if applicable, shall also be payable by the Sub-lessee.
45. That this Deed shall be governed as per the laws of India. After this Deed is executed, any dispute, arising with regard to the terms and conditions of this Deed the same shall be subject to the jurisdiction of District Court, Gautam Budh Nagar, and the High Court of Judicature, Allahabad.

SCHEDULE - I

Description of the Unit

Residential Unit bearing No. [•] having carpet area of [•] sq. ft. ([•] sq. mtrs.) on [•] floor in Building No. [•] of the Phase-II Project situated at piece of land admeasuring 5830 sq. mtrs. known as "M3M The Cullinan" within the larger piece of land admeasuring 52,035 sq. mtrs.) located at Plot No. 1, Sector 94, NOIDA along with a right to exclusively use () car park within the project.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS INDENTURE AT NOIDA, ON THE DAY, MONTH AND THE YEAR, FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

| FOR THE LESSOR | FOR THE LESSEE | BY THE SUB-LESSEE |
|--|--|-------------------|
| New Okhla Industrial Development Authority Authorised Signatory | Lavish Buildmart Private Limited Authorised Signatory | Name: [•] |

Witness:

1)

2)