

TRIPARTITE SUB-LEASE DEED

Sale Consideration : Rs. _____/-
Market Value : Rs. _____/-
Stamp Duty @ 5% : Rs. _____/-
Shop No. : _____
Floor : _____
Super Area : _____ Sq. Ft (_____ Sq. Mtr.)

Circle Rate @ Rs. _____/- Per Sq. Mtr.

(According to Govt. Circle Rate List mentioned on Page No. __, Sr. No. __, Floor rebate is as per Rate List.)

For & on behalf of
GNIDAMahagun Real Estate Pvt. Ltd.
Lessor

For & on behalf of
GNIDAMahagun Real Estate Pvt. Ltd.
Lessee

*Pls. Sign
1st & 2nd
Page*
Anujain

Sub Lessee/S

THIS TRIPARTITE SUB-LEASE DEED is made at Greater Noida Distt. GautamBudh Nagar, on this day of..... 2018.

BY AND BETWEEN

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section-3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter referred to as the "**LESSOR**"), which expression shall unless the context does not so admit include its successor and assigns, of the **FIRST PART**.

AND

M/s. Mahagun Real Estate Pvt. Ltd., (PAN - _____), having its Registered office at B-66, First Floor, Vivek Vihar, Delhi-110095, through its Authorised Signatory _____ S/o _____, duly authorized by the Board of Directors, vide Resolution dated _____, (hereinafter referred to as the "**LESSEE**"), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the **SECOND PART (PAN/No. _____)**

AND

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

WHEREAS:

- A. Greater Noida Industrial Development Authority ("**GNIDA**") as Lessor invited bids under their scheme No./Code- 2015-2016 (Commercial Builders Plot - IV) for development of commercial plots, situated in different sectors of Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.
- B. The Lessee was the successful bidder of the Plot No. C - 02, admeasuring 18694.00 sq.mtr. situated at Sector-16B, Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, vide Acceptance Letter No. _____ dated _____ and Allotment Letter No GNIDA/Prop/Commercial/3282 dated 14/10/2015.

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 Lessor

For & on behalf of
 Lessee

Sub Lessee/S

- C. The Lessor executed a Lease Deed dated 30.03.2016, which was duly registered with the Sub-Registrar, Sadar, Greater Noida, District GautamBudh Nagar, Uttar Pradesh, registered in Book No 1, Volume No. 19957, from Pages 305 to 344, having Document No. 7125, registered on 30.03.2016 (hereinafter referred to as the "Lease Deed") for the lease term of 90 (ninety) years commencing from 30.03.2016 to demise the Said Land/Plot No. C-02, area measuring 18694.00 Sq.mtr. Sector-16B, Greater Noida, District GautamBudh Nagar, Uttar Pradesh in favour of M/s MAHAGUN REAL ESTATE PVT. LTD. on and subject to covenants, terms and conditions, inter-alia, to construct and thereafter transfer the developed Flats/Dwelling Units/Commercial Space and Facilities in favour of its Allottee/Sub-Lessee by executing the Sub-Lease Deed, for the un-expired period of Lease Deed executed in favour of the Lessee by the Lessor.
- D. The Lessee had obtained approval of layout for development of Commercial Project namely "**Mahagun Marina Wwalk**", for development of Commercial building and carried out internal development work comprising of site clearance, leveling, construction of roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and obtained sanction of the building plans for development and construction of the Commercial Building on the Said Land and as such, have constructed multi-storied complex consisting of several showrooms, retail outlets, restaurants, offices such as other commercial use etc.etc. The said Buildings together with the Said Land shall hereafter be referred to and named as the "**Mahagun Marina Wwalk**" situated at **Plot No. C-02, Sector-16B, Greater Noida, District GautamBudh Nagar, U.P.**
- E. The Sub-Lessee named above, applied to the Lessee for allotment of a Shop/Storage and the Lessee allotted a **Shop/office space bearing No. _____**, on _____ Floor, having its Super Area of _____ Sq. Ft. (_____ Sq. Mtrs.) in the Commercial Complex known as "**Mahagun Marina Wwalk**" (herein "**Said Commercial Complex**"), along with undivided and impartible proportionate share in the land underneath the Said Commercial Complex and undivided proportionate share in the common areas of the Said Commercial Complex including all easementary rights attached thereto along with rights of use of common areas and facilities earmarked for common use for all the Shop Owners within the Said Commercial Complex known as "**Mahagun Marina Wwalk**", Plot No.C-02, Sector 16B, Greater Noida, Distt. GautamBudh Nagar, Uttar Pradesh (hereinafter called as the "**Said Shop**"), on the terms and conditions as contained in Allotment dated _____ executed between the Lessee and the Allottee/Sub Lessee.

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 Lessor

For & on behalf of
 Lessee

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- F. The Sub-Lessee has carried out the inspection of the lease deed executed in favour of Lessee by the Lessor, building plans of said project/Complex and has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said Shop and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.
- G. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.
- H. Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.

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

1. That in consideration of the amount of **Rs. _____ /-(Rupees _____ Only)** paid by the Allottee/Sub-Lessee to the Lessee, the receipt whereof the Lessee hereby admits and acknowledges, and the Allottee/Sub-Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Letter, the Lease Deed executed between the Lessor and the Lessee and the terms and conditions of Allotment Letter, executed between the Allottee/Sub-Lessee and the Lessee, the Lessee doth hereby agrees to demise and the Allottee/Sub-Lessee agrees to take on Sub-Lease the Said Shop with all rights and easements whatsoever necessary for the enjoyment of the Said Shop along with right to use the common staircases, corridors, common roads, facilities, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Lessor and the Lessee doth hereby grant Sub-Lease of the said Shop unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from 30.03.2016.
3. The vacant and peaceful possession of the said Shop has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself as to the area of the Said Shop, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.

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Lessor Lessee

Sub Lessee/S

4. That the said complex is undivided portion of Plot No.C-02, situated at Sector 16B, Greater Noida, Distt. GautamBudh Nagar, Uttar Pradesh thus maintenance charges and other necessary charges of the project are applicable and payable by the Sub-Lessee. The Sub-Lessee has executed a separate Maintenance Agreement for the maintenance and shall bound by all the covenants and conditions therein.
5. That the electricity supply to the Shop of the Project "**Mahagun Marina Wwalk**" has been provided from single point electricity connection through separate meters. The maintenance charges of the Project "**Mahagun Marina Wwalk**", Electricity consumption charges and Power Back-up charges(if available) will be charged through that electricity meter on prepaid basis, the electricity supply of the Shop shall not be restored until the dues of any charges remains unpaid, interest @ 18% per annum shall be charged for the period of delay.
6. That for computation purpose the Super Area means the built-up area of the Said Shop, which is the entire area enclosed by its periphery walls including half of the area under common walls between two Shops and full area of the other walls, columns and projections plus proportionate share in the common areas and facilities i.e. corridors, passages, staircases, underground/overhead water tanks, entrance lobbies, electric sub-station, pump house, shafts, guard rooms of the Said Commercial Complex.
7. That the Sub-Lessee shall not be entitled to claim partition of his undivided share in the land of the Complex "**Mahagun Marina Wwalk**", as aforesaid, and the same shall always remain undivided and impartibly and unidentified.
8. The Sub-Lessee undertakes to put to use the said Shop exclusively for the Commercial use only which are permissible under the Law and he shall not use the said Shop for any other purpose e.g. Rice mill, Atta Chakki, Factory, Welding Work, Meat/Flesh/Chicken or any kind of non-vegetable Shop, Dhaba, Liquor/Wine Shop, Smoking Materials like Cigarette, Bidi, Paan, Tobacco, Gutkha, Pan Masala etc., Automobile Workshop or Shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Shop etc., any activity which is injurious or which is prohibited by the State or Central Government. Use of the said Shop other than commercial will render Sub-Lease liable for cancellation and the Allottee/Sub-Lessee will not be entitled to any compensation whatsoever.
9. That except for the transfer of said Shop all common easementary rights attached therewith, the common areas and facilities as provided in the said Complex and its adjoining areas, facilities therein, storage areas etc. and the un-allotted areas and

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Shops (if any) shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who has all the rights to disposed of these properties.

10. That the said Shop is free from all sorts of encumbrances, liens and charges etc., except those created at the request of the Sub-Lessee himself to facilitate his loan/ financial assistance for purchase of the said Shop.
11. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on provided always that the Lessor shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee.
12. That the Lessor has received one time lease rent in respect of the said land from the Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said Shop during the period of Sub-Lease.
13. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, compensation to the farmers, metro cess, charges, Swachh Bharat Cess, KrishiKalyanCess, GST etc., levies and impositions, levied by the Lessor and/or any other local or statutory authority from time to time in proportion to the area of the said Shop from the date of allotment of the said Shop by the Lessee.
14. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, Lease Deed and the Allotment Letter and the terms & conditions of Allotment and punctually observe the same in respect of the said Shop purchased by him. The Lease deed shall be deemed to be a part of this sub lease deed. The sub lessee confirms that he has received a copy of the said lease deed.
15. That the Sub-Lessee shall not sell, transfer or assign, mortgage or sublet the whole or any part of the said Shop to anyone except with the previous consent in writing of the Lessor and on such terms and conditions including the transfer charges/fees as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties.

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Lessor Lessee

Sub Lessee/S

16. That it will be necessary to obtain a No Dues Certificate/NOC from the Lessee in case of subsequent sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Lessee, and the said NOC will be issued by the Lessee upon payment of administrative charges as decided by the lessee from time to time plus applicable taxes.
17. That whenever the title of the Sub-Lessee in the said Shop is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed, Lease Deed and the terms and conditions of Allotment and the Maintenance Agreement referred to elsewhere in this Sub-Lease Deed and he will be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said Shop.
18. a) That whenever the title of the said Shop is transferred in any manner whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency and obtain the No Dues of certificate from the Lessee or its nominee or the Shop Owners Association, as the case may be and No Dues for the Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Shop, failing which the transferee occupying the said Shop shall have to pay the outstanding dues to the Maintenance Agency.
- b) In the event of death of the Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within Three (3) months of devolution give notice of such devolution to the Lessor and the Lessee/Maintenance Agency/ Shop Owners Association (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Lessor or any other Government Agency.
- c) The transferee or the person on whom the title devolves as the case may be, shall furnish to the Lessor/Lessee and to the nominated Maintenance Agency certified copies of documents evidencing the transfer or devolution.
19. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said Shop for purposes of private dwelling only in accordance with law.
20. That the Sub-Lessee may mortgage the said Shop in favour of the State or Central or financial institutions/commercial banks, etc., for raising loan with the prior permission of the Lessor and Lessee in writing before execution of Sub-Lease Deed. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may

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Lessor Lessee

Sub Lessee/S

be decided by the Lessor of the unearned increase in the value of the said Shop as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court of law.

21. That the Lessor and/or the Lessee and/or the Maintenance Agency and their employees shall have the right to enter into and upon the said Shop in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice to the Sub-Lessee except in case of emergency during the term of the Sub-Lease and the Lessor/Maintenance Agency will give notice of the provisions of this Clause.
22. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/Central Govt./ Local Authority or Lessor existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the said Shop hereby transferred.
23. That so long as each said Shop shall not be separately assessed for the taxes, duties etc., the sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Shop to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessee of the Project/Complex shall deposit the same with the concerned local Authority or Lessor.
24. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Shop.
25. (a) The Sub-Lessee will not carry on, or permit to be carried on, in the said Shop any trade or business whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other owners of the said complex and persons living in the neighborhood.

(b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor now existing or herein after to exist so far as the same are

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Sub Lessee/S

incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the complex.

26. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/ permanent constructions carried out in the said Shop by the Sub-Lessee shall be liable to be removed at his own cost by the Lessor or by the Lessee and /or by the Maintenance Agency with the prior approval of the Lessor. The charges levied by the Lessor in this regard shall be finalized and binding on the Sub-Lessee.
27. That the Project/complex alongwith pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expenses of the Sub-Lessee by the Lessee or the Maintenance Agency and all the Sub-Lesseees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub- Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.
28. That the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent Shop etc. nor violates the rules or bye-laws of the Local Authorities.
29. That the Sub-Lessee may get insurance of the contents lying in the said Shop at his own cost and expenses. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/Complex or any part thereof. The Sub-Lessee shall always keep the Lessor/Lessee or its Maintenance Agency or Shop Owner Association, harmless and indemnified for any loss and/or damages in respect of thereof.
30. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Shop in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side or the shutters etc. and shall not carry out any change in the exterior elevation and design.
31. That the Lessee/Sub-Lessee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

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Sub Lessee/S

32. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease for hold the Lessor's responsibility to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
33. That the Lessee/Sub Lessee/Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee/Sub-Lessee/Tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except at a place specified for the purpose by the Lessee.
34. That the Sub-Lessee shall not remove any walls of the said Shop including load bearing walls and all the walls/structures of the same shall remain common between the Sub-Lessee and Owners of the adjacent Shops.
35. The Sub-Lessee may undertake minor internal alterations in his Shop only with the prior written approval of the Lessee. The Sub- Lessee shall not be allowed to effect any of the following changes/alterations:
- i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent Shops. In case damage is caused to an adjacent Shop or common area, the Sub-Lessee will get the same repaired.
 - ii) Making encroachments on the common spaces in the complex
36. That the Sub-Lessee shall strictly observe the following points to ensure safety, durability and long term maintenance of the Building:
- (i) No changes in the internal lay-out of a Shop should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required.
 - (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
 - (iii) All the plumbing problems should be attended only by qualified or experienced plumber in the building. The plumbing Network inside the Shop is not tampered with or modified in any case.
 - (iv) Use of acids for cleaning the toilets should be avoided.
 - (v) All the external disposal services to be maintained by periodical cleaning.
 - (vi) No alterations will be allowed in elevation, even of temporary nature.
 - (vii) Any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.

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Lessor Lessee

Sub Lessee/S

- (viii) In case Sub- Lessee rents out the Shop, he is required to submit all details of the tenants to the Maintenance Agency/Shop Owner Association. The Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile
37. That the Sub-Lessee and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises.
38. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed shall be borne and paid by the Sub-Lessee.
39. That the Lessor shall be entitled to recover all dues payable to it under the deed by the Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
40. The provisions of U.P. Industrial Area Development Act, 1976 and any rules/regulations framed under the Act or any direction issued shall be binding on the Lessee/Sub-Lessee.
41. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer.
42. The Chief Executive Officer of the Lessor reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable and shall be binding and acting upon the Lessee/Sub-Lessee.
43. That in case of any breach of the terms and conditions of this deed by the Sub-Lessee, and/or breach of terms and conditions of the Lease Deed executed between the Lessor and the Lessee and terms and conditions of Allotment for said Shop between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Shop after determining the lease hold rights in respect thereof. On re-entry of the demised said Shop, if it is occupied by any structure built un-authorisedly by the Sub-Lessee, the Lessor and/or the Lessee will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the

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Lessor Lessee

Sub Lessee/S

Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.

44. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development ACT, 1976(U.P.ACT NO. 6 OF 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).

SCHEDULE OF SHOP

Commercial Shop bearing No.____, on _____Floor , having its total Super area of _____ Sq. Ft. (_____ Sq. Mtrs.) and Builtup Area _____ Sq. Ft. (_____ Sq. Mtrs.)in“Mahagun Marina Wwalk”, built on Plot No.C-02situated at Sector 16B, Greater Noida, Distt. GautamBudh Nagar, Uttar Pradesh. along with undivided, impartible, unidentified lease hold rights in the portion of the said land underneath the building in proportion of the super area of the said Shop, as per the enclosed plan and bounded as follows:-

East:
West:
South:
North:

} As per the Floor Plan

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

In presence of:
Witnesses:

Signed for & on behalf of GNIDA
LESSOR

(1)

For & on behalf of
GNIDAMahagun Real Estate Pvt. Ltd.
Lessor

For & on behalf of
Lessee

Sub Lessee/S

Signed for & on behalf of
Mahagun Real Estate Pvt. Ltd
LESSEE

(2)

SUB-LESSEE/S

DR. RAJESH K. SHARMA

Sharma

For & on behalf of
GNIDAMahagun Real Estate Pvt. Ltd.
Lessor

For & on behalf of
Lessee

Sub Lessee/S