

TRIPARTITE SUB-LEASE DEED

Sale Consideration : Rs. _____/-

Market Value : Rs. _____/-

Stamp duty @5% : Rs. _____/-

Shop/Unit No. : _____

Floor : _____

Super Area : _____

Carpet Area : _____

Circle Rate @ Rs._____/- per sq. mtr.

(According to Govt. Circle Rate List and Floor rebate is as per Rate List.)

THIS SUB-LEASE DEED is made at Greater Noida Distt. Gutam Budh Nagar, on this ----- day of ----- 2019

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 (U.P. 6 of 1976) (hereinafter referred to as the **FIRST PARTY/LESSOR**) which expression shall unless the context does not so admit include its successor and assigns, of the **FIRST PART**.

AND

M/s _____ **Ltd.**, a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at _____ And Corporate Office at _____ through its Authorized Signatory _____, duly authorized by the Board of Directors vide Resolution dated _____ (hereinafter referred to as the "**SECOND PARTY/LESSEE**"), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **SECOND PART** (PAN No. _____).

AND

Mr/Mrs. _____ **S/o/W/O** _____
Mr/Mrs _____ **S/o/W/O** _____
R/o _____

(individually/Jointly hereinafter referred to as the '**THIRD PARTY/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**; (PAN- _____),

WHEREAS:

- A. That the Land hereinafter described forms part of the land acquired under the land Acquisition Act, 1894 and developed by the Lessor for the purpose of planned integrated Industrial and Urban Township.
- B. That a consortium comprising of following members is formed by the Lessee and Sub-Lessee :-
- M/s Galaxy Infra heights Pvt. Ltd. (SPC of M/s Fastidious Buildmart Private Ltd.)- **Lead Member**
 - M/s Gaursons India Limited (Now known as M/s Gaursons India Pvt. Ltd.) – **Relevant Member**
 - M/s Bigword Infraprojects Pvt. Ltd. – **Relevant Member**
 - M/s Shaktiman Infrastructure Pvt. Ltd. – **Relevant Member**
 - M/s Bountiful Infraprojects Pvt. Ltd. – **Relevant Member**
 - M/s Kanav Realtech Pvt. Ltd. – **Relevant Member**

On the basis of sealed tenders Greater Noida Industrial Development Authority vide letter bearing No. GNIDA/Prop/Commercial/3279 dated 14-10-2015 has allotted Commercial Builders Plot No. C-01, Sector-16B, Greater Noida, admeasuring 35076 sq.mtr. for the purpose of Development of Commercial activities such as shopping malls, showrooms, retail outlets, restaurants, hotels, offices and such other commercial uses.

- C. That in terms of Article 8(d) of the Brochure of the Scheme, the Consortium Members have formed the Special Purpose Company i.e. M/s Fastidious Buildmart Private Limited, a Company incorporated under the provisions of the Indian Companies Act, 2013 and having its registered office at Unit No. 105, First Floor, Vardhman's Sidhant Shopping Plaza, LSC Savita Vihar, Delhi-110092.

- D. That Lease Deed of the above said Plot No. C-01, Sector-16B area 35076 sq.mtr. executed by Lessor (GNIDA) in favour of SPC i.e. M/s Fastidious Buildmart Private Limited vide Lease Deed dated 06-07-2016, Document No. 18272, Book No. 1, Volume No. 21072 page 295 to 382 which registered before the Sub-Registrar Sadar Gautambudh Nagar (hereinafter referred as **"Lease Deed"**).
- E. That the Lessor (GNIDA) granted permission vide its letter commercial/2019/ 2834 dated 04-06-2019 to tripartite sub-lease deed of sub-divided Plot C-1B, Sector-16B, area admeasuring 15089 sq.mtr. in favour of M/s Civitech Buildcon Pvt. Ltd. (LESSEE) (Layout Plan of C-1B, Sector-16B Annexed herewith).
- F. In terms of the lease deed dated 06-07-2016 Executed by the Lessor in favour of the SPC (Special Purpose Company), and the relevant members, the Sub-Lessee is desirous of execution of Tripartite Sub-Lease Deed of the said plot in their favour and the Lessor has agreed to confirm the Sub-Lease for the unexpired period of 90 years of the lease deed dt. 06.07.2016.
- G. And whereas the builder has taken over the physical possession of aforesaid plot from the "GNIDA" on 10.05.2011. The Company is authorized to execute sub-lease of the apartments/shops for the total area in favor of its allottee(s) on the terms & conditions of booking application, allotment letter/agreement for sale & Lease Deed executed in favour of Company by the GNIDA.

- H. Whereas as per the norms of GNIDA, the land will be used for residential, open spaces, parks, play grounds, roads, public parking purposes etc. and the whole Group Housing will be developed for apartments /studio apartments/ communities/clubs/storage/commercial, constructions etc.
- I. The Lessee had obtained approval of layout for development of Commercial Project on the above said land, project known **“WORDL STREET”** 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 commercial complex i.e. World Street, the said Building/complex together with the Land shall hereafter be referred to and named as the Project **“WORLD STREET”** situated at Plot No. C-1A & C-1B, Sector-16B, Greater Noida, District Gautam Budh Nagar, U.P.
- J. The Sub Lessee named above, applied to the Lessee for allotment of a Convenient Shop/Unit and the Lessee allotted a Convenient Shop/Unit bearing No. _____ on _____ Floor, admeasuring approximated _____ super area in the said Project situated at Plot No. C-1A & C-1B, Sector 16B, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as **“Said Shop”**) along with undivided and importable lease –hold rights in the portion of the said land underneath the building, consisting of several Block comprising the Complex, in proportion of the ratio of the super area of the said apartment to the total super area in the complex, fully described in the schedule given hereunder, together with proportionate rights to use the common covered area, including

all easement rights attached there to, hereinafter referred to as the "Said Shop" on the terms and

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conditions as contained in the terms and conditions of allotment dated _____(hereinafter referred to as Allotment Letter) executed between the / Lessee and the Allottee/s/Sub Lessee.

K. The Third Party/Sub-Lessee has carried out the inspection of the lease deed executed in favour of Second Party/Lessee by the First Party/Lessor, Building plans of the said Project /shop, 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 shop and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex **WORLD STREET**.

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

- a. That in consideration of the amount of Rs. **4565600/- (Rupees Rupees Forty Five Lakh Sixty Five thousand Six hundred 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 herfein 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-lease 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 exists 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 into the said sub-lessee , for unexpired period of 90 years.
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.
4. That the said complex is undivided portion of Plot No. GH-05C, Sector-Techzone-IV, Greater Noida, District GautamBudh Nagar, U.P. , 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.

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5. That the electricity supply to the shop of the Project **SAUNDARYAM HIGH STREET** has been provided from single point electricity connection through separate meters. The maintenance charges of the Project "**SAUNDARYAM HIGH STREET**", the 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. End user(s)/Allottee(s)/Sub-Lessee are free to avail individual connection. In case of multiple point connection applicable, sub-lessee/s will directly apply to concerned statutory power corporation for their electric connection with own cost.
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. electric substation, 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 **SAUNDARYAM HIGH STREET,**" 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 shop, dhaba, liquor/wine shop, 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

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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 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 purpose of the said Shop.
11. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries m 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.

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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, 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.
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 of the super area of the shop plus GST.
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/Agreement for Sale 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.

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- 18a) 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 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 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 properly, the lessee shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said shop as first charge, having priority over the said mortgage charge. The decision of

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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 tie hereafter during the validity of this deed be assessed, charged or imposed upon the said shop hereby transferred.
23. So long as each and the 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 form 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.

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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 incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitant 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 area 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 along with pump houses, generators, etc, may be got insured against fire, earthquakes and civil commotion at the expenses of the Sub Lessee by the Lessee or the maintenance agency and ll the sub lessees pay and continue to pay the proportionate charges to b 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 byelaws of the local authorities.

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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 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 et. 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.
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 any 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.

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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 RCC 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.

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- (vi) No alterations will be allowed in elevation, even of temporary nature.
 - (vii) Any electrical wiring/cable changes should be made by using good equality material as far as possible and same should be carried out by licensed electrician.
 - (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 repair 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 areas of land revenue without prejudice to its other rights under any other law for the time being in force.
40. The provisions of UP 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

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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 term 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 unauthorisely by the Sub lessee, the lessor and/ or the lessee will remove the same at the expense and the cost of the sub lessee shall be given by the lessor and / or the Lessee.
44. That all notices, orders and other documents required under the terms of the Sub lessee or under the Uttar Pradesh industrial development ACT, 1976(U.P. Act No. 6 of 1976) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and development Act, 1973, as re-enacted and modified by the Uttar Pradesh Presidents Act (re-enactment with modifications) 1974 (U P Act No. 30 of 1974).

SCHEDULE OF SHOP

Commercial shop bearing No. _____ on _____ **Floor**, in having its total super area of _____. in **WORLD STREET** plot No. C-1A & C-1B, Sector-16B, Greater Noida, District Gautam Budh Nagar, UP along with undivided, impartibly, unidentified lease hold rights in the portion of the said land underneath the building in proportion of the upper area of the said Shop, as per the enclosed plan and bounded as follows:-

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

Loan Detail:- _____

In witness whereof, the parties have hereunto so their hands on the day, month and the year first above written.

In Presence of

Witnesses:

Signed for & On behalf of the

(1)

Lessor

Signed for & on behalf of the

Lessee

(2)

Sub Lessee/s