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We came to know that some model agreement to sell will be provided by the Authority constituted under RERA like being provided in some other states, same is under preparation in the state of Uttar Pradesh, as and when it will be provided will be adopted by us. We hereby given an undertaking to adopt the model agreement to sell and the directions with regard to the registration of the agreement.

We hereby enclosing the format of allotment letter (agreement to sell) which being prepared with best of our knowledge, the intending purchaser signs this document after going through and only after being agreed upon.

With Regards

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GYL 16th Park Viow

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16TH PARK VIEW/C-LSTE/Mr. Domest Ray

Duted: November 10, 2016:

To.

Mr. Donald Raj Sio Mr. Dans Anthony Raj And Mrs. Andrea Raj W/o Mr. Duss Anthony Raj R/o 55/1172, DOA Flats, Madangir, New Delhi. 110062

Sub: Allotesent of Residential Assurtment in Proposed Group Hensing 15TH PARK VIEW (Project). situated at 16th PARK VIEW GAUR VAMUNA CITY

Direc Sirti (Madam,

in response to your application dated 03 New 2016 we, M/S GAURSONS REALTECH PVT,LTD., a Company registered under the Companies Act, 1956 having its Corporate Office at Gase Biz Park, Plot No. 1, Abbay Khand-II. lodenpurum, Ghazishad (heceinafter refurred to as the 'Company' which expension shall, unless it repugnant to the context or meaning thereof be deeseed to include its successors and assigns) hereby subject to the terms and conditions numbioned hereinafter affect to you residential Apartment/Unit No. C-1818 on 17th Floor, BLOCK-C

| Carpet Area:- | sq.mtr. (| eq. fl.) approx.(10th Area rewith, in the proposed Project known 16 | STARTE LA | |
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| approx. as per speed | Sestions attached he | rewith, in the proposed Project known 16 | TH PARK VIEW, HIII | inted at |
| 16th PARK YEEW | GAUIL YAMUNA I | CITY for a cost of Rs.1,849,111.00 (Rug Only) + service izs,as mucused sad att | see 1 annual traffer tree | P Louisia |
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| Layout of the apartma | intranti and the proje | nt are attached berewith. (Annexed here wi | fi n: Assessore D & C |) |
| The Estimated Date of | (Possession | + grace period of 6 months | | |

Company

Signature of the Allottee(t)

Frankly.

Immrpretation of some indicative terms

Applicant: - means persons, applying for allowment of the said apartment/coit, whose pursuallers are not on the booking application form and who has appended his signature in adequatelyment of having application form and afterment.

Application (Booking Application). A request for efforment of Apartment made by the Person(s) Firm Company on a standard format namely booking application form of company in case of more than one applicant the other will be considered as co-applicant, prior to execute the allowant letter they will be considered as intending Allotro(s).

Alternant Letters - Configuration of booking of Apartmentismit by the Company, a format containing the terms and conditions of allotment, duly executed between the Company and Intending Allottee(x).

Aftertree's :- Those who have executed the alloculant letter thereafter a particular Apartment unit has been reserved for that particular Allottee's) and those who have agreed to abide by all the terms and conditions still the time and indenture of conveyance is executed. In case more than one allottee the other will be considered as ca-allottee(x) and afforce and the co-allottee(x) will have the equal share in the Apartment/axis.

Apartment Act) - The Unia Pradesh Agamment (Protection of Construction, Ownership and Malimeters) Act, 2010.

Arra

Area of land: - Total Area of land over which the projects going to be constructed.

Carpet Area: - mains the set snable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or versedab area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Common Area and Facilities:- Meson all facilities to be used by all the spartment/unit; such as connect lobbies, corndors, staintaines, staintaines shafts and murries, lobbies, tiffs, lift lobbies, shafts and murries rooms, all service shafts, fire escapes, all underground and overhead tanks, electric stab-station, commit posal rooms, installation area of transformer and DG set, guard towers, entrance and exit of the project, water supply, trustment plants, pump house accounts and STP, EPARX systems, common toilets, rain water harvesting systems etc.

Endependent Area: - Means the Areas which have been declared but not included as common areas for joint are of Apartment/unit and may be sold by the company/promotor wishout the interference of other Apartment/unit overtra. Limited Common Area and Facilities: Means those areas and facilities which are designated in writing by the promotor before the allottenest, sublease or other transfer of any Apartment/unit as reserved for our of certain

Apartments/units to the exclusion of the other spattment/unit.

Total Area: - The total area loading of other constructed areas including the communic crimens areas over the carpet area which is duly mentioned in the layout plan of the Apartment/unit.

Cost of Apartment/Unit: - The cost of Apartment/unit is total consideration amount of a particular apartment/unit duly agreed between the company and the buyer nothing has been calculated or charged separately for location, Lause tent, parking, electricity connection power backup connection or any other term i.e. IFMS and the applicable taken are not the part of consideration/cost of spartment.

CREDAt: - Confederation of Real Espez Developers Associations of India

Fit Out Period: After completing the construction the final teach Le. Installation of sanitary ware, Archen sink, CF fittings, Hardware Accessories, final cost of paint (limits as per specifications of the Apartment-Unit) will be given to the Apartment-Unit. The duration of said fit-out is its months from the date of offer for fit out wherein the buyers may get this fitted translation done is their own presence. Note: The interes in the commercial unit shall be as per the specifications (Annexum A)

Force Majoure Clauset-means any event or combination of events or circumstances beyond the centrol of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precention and/or alternative measures, be prevented, or caused to be presented, and which adversely affects the Company's similar to perform obligations under this alternate which shall include but not be limited to:

Company

Signature of the Alluttre(s)

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- (a) Acts of God i.e. fire, drought, flood, earthquain, epidemes, natural disasters.
- (b) Explusions or accidents, air crashes and ship-weeks, act of terrorism
- (c) Strikes or fock outs, industrial dispute
- (d) from availability of coment, sized or other construction material due to strikes of manufactures, appliers, transporters or other intermediaties or due to any reason whatsoever.
- (e) War and hossilities of war, riots, bands, act of terrorism or civil commotion
- (f) The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or retrices the purifycompany from complying with any or all the terms and conditions as agreed in allocatent; or
- (g) any legislation, order or rule or regulation made or issued by the Govt, or any other authority or if any competent authority(ics) refuses, delays, withholds, detien the grant of necessary approvals for the Said project/Said Building or if any nurture, issues relating to such approvals, permissions, notices, nestifications by the competent authority(ics) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

Layout and Plant: - The Architectural Drawings of project comprising of whole planning of constructions, openareas and drawings of particular Apartment unit.

Payment Plant: These are the mode of payment arwards the captioned booking of Apartmenta units having study, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance Charges: - means the sharpes to be paid by the Alloston(s) for the maintenance and unknep of the Project and for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township (applicable if the project is situated in Township) to the Maintenance Agency ill proscribed extens on the social area of the Said apartment/unit, applicable on monthly basis and payable in advance.

A.A.O.: Means an Association of the Apartment owners which shall be duty formed as per the Utter Pradest Apartment (Prucortion of construction, Ownership and Malanessee) Act, 2010.

Taxes: - shall mean any and all prevailing taxes populae by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contact tax, workers welfare cess find, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever same called, is connection with the development/construction of the Said Apartment/unit or Said Project.

Towaship: - means a large development having many projects wherein the entire interest infrastructure within the boundary of that area is provided by the Company.

Township Maintenance & Charges: -means the morably charges payable in advance through prepaid system/perpaid electric meter by the Owner/Occupier of the Apartment/Unit to the Company for smintaining various services like maintenance, street lighting, cleaning of all the coads, parks and other development in the Township.

Company

Signature of the Allottec(s)

PARCIS

Details of Title and Ownership of the Company (Asnexed herewith as American C):

TERMS AND CONDITIONS FORMING THE PART OF ALLOTMENT LETTER FOR ALLOTMENT OF APARTMENT/UNIT

1) That the project is the part of a cownship and the layout plan of the sownship has been sunctioned by the Development Authority wherein land of various projects and purposes has been duly earmented. The andwided interest in the common areas and facilities of the Apartment-Unit owner shall be confined up to the particular project wherein the Apartment-Unit is storaged. The up keeping and maintenance of the township and the Project will be carried out by the Company or its nominee, the Apartment-Unit owner(s) shall be liable to pay the township maintenance charges and the maintenance charges of the Project to the Company, (This classe is not applicable where the project is not the part of a Township)

2) That allottee(s) shall not be excited and have any right, ride or interest in any other project, amenities/facilities developed apart from the said project. The sports/club facilities going to be developed in The Towership will always remain the property of the company. The company reserves to right to dispose-off the same or can charge membership for/usage charges in accordance with rules and regulations framed under its sole discretion. The towership has a master plan wherein aroundand has been duly animarked for particular usage. It is not an obligation towards the company to construct the building over the said land, the company may offentransfer these areas for development and construction to other development promotons in accordance with usage defined in master plan and development of these areas will depends upon the market viability. (This clause is not applicable where the project is not the part of a Township).

3) That the building plans of proposed project have been duly submitted/sanctioned to/by the Dovelopment Authority. The project will have apartments/units of different sizes and dimensions in various Blocks therein and will also have spaces for convenient shopping, considered and recruational facilities, club, party ball, swimming pool with changing rooms, parking, public amenities, community, storage and communical constructions etc.

4) That the elientee(s) baschave seen all the documents of titles and other relevant papers/documents ent. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the Company. The drawing and plans of the project has been displayed at the size office of the project & the compants office of the Company. The show flat constructed at the size (if any) is not in secondance with the structural drawings of the building house as it does not have the beams & columns, so the actual construction shall not be compared with the about flat, also that the fixing fixture, finishing and other items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duty specified in the brockure and also forming the part of booking application/allocatest.

Note: The request for any change in construction/specification of any type in the sportment/anit will not be entertained.

5) That the apartment/unit shall be sold as an independent apartment/unit with undivided instruct in the common areas and facilities of the project subject to the description mentioned in the deal of declaration submitted under section 12 of The Uttar Pradesh Apartment Act, 2010. As there are many units in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement, parking allotment, agreement for supply of electrical energy, agreement for power backup one, have to be executed with execution of allotment.

Company

Signature of the Allottee(s)

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- 6) That the abotemis) to are aware of and bas have knowledge that the building plats are tentative and agree to that the Company may make such changes, modification, alterations and additions therein as may be desired recovering or may be required to be done by the Company in accordance with the Government/Desirioperent Authority or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Byelaws of the Development Authority which companies of limited east of the apartments/units in proportionate to the population dominy. Thereafter additional purchaselile FAR, compoundable FAR and green Building FAR etc. will be permissible time to time as per the Authority's regulations. The company can make any type of charge to hydroteleparton/design/alteration in open area or parking spaces see as and when required and desired fit by the company and by signing this allettrates and terms & conditions, all time consent of the allettee(s) shall be presumed for all has been stated begin. The dimensions shown in the brecharms, maps or any other documents have been calculated on non-plastered brack wall to brack wall beam.
- That the declaration provided under Sec-12 of Unter Predesh Apartment (Promotion of Communities, Ownership & Maintenance) Act, 2010 will be submitted by the company as prescribed, convert of the aflottee(s) shall be required for any amendment/change and the allottee(s) will have to fulfil the same. That the allottee(s)/overed(s) will provide undertaking under Section 10 (b) of The Unter Prodesh Apartment Act, 2010, Form If as sed when requires.
- 8) That the consideration is for the area of the said apartment/unit which will be Sold/Sub-leased, as mentioned "Carpet Area". That all other rights excepting what have been mentioned including essential rights, assold apartments/units, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, service apartment, community, clubs, storage and commercial constructions are or any other spaces, which does not fall under the definition of common areas will be the solts ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. The company can sub-lease the variant apartment(s)/units of the complete block of the apartment(s)/units) as a whole or in part to one or more person(s)/company/(jes)/institutions) whosoever.
- **) That the amorties like Road, Electricity, sewer and warn supply will be provided and determined by the Development Authority concerned up to the boundary of the said project. The Company will carry out all the above mentioned amorities within the boundary of the project i.e., internal development of the project. The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Company.
- 10) That the alloctocy) has read over and understood all the content/terms & conditions of maintenance agreement, packing allocation, agreement for supply of electricity, agreement for power backup etc. which will be executed with execution of this allotment.
- (1) That after providing the letter of allotment having all the terms & conditions which are also described in booking application, the applicant after the execution of allotment, shall be considered as allotme(s).
- 12) That the schedule of payment/installment mentioned in the prioritat has been duly explained to the alliones(x) who shall be responsible for making payments on time, any separate domain letter for the instalment falling due will not be required to be sent by the Company and that cannot be claimed as a right or any duty robligations towards the Company.
- 13) That the initialments of payment will run in open for, in the payment plan. The allottee (a) shall be bound to make timely payment as per the payment schedule and in case of default, innerest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable at the time of final payment. The allottee(s) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the Company's corporate office or from the communic portal on Company's website. Timely payment is the main essence of the booking & altotness and in case of delay.

Company

Signature of the Alliettes(a)

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teneral © 9.5% per assume shall be charged for the delayed period. In cose two regular installments received and 25% amount of the cost of the epistements and 25% amount of the cost of the epistements shall be forfelted and balance amount (if any) will be refunded without any interest. The taid refundable amount will be refunded only after rebroking of the sportment-unit and after receiving the same of refundable amount from the new buyer. As the company/promoter utilized the deposited amount for the development and construction of the project.

Noise Timely payment being the main emerce of the allotteent, any delay in payment due to any reason whatsoever, may it be manifold of loan from Bank or any other reasons shall be the other responsibility of the allottee(s). It shall be always clear that if availed loan for the spartment/unit the dees of the Banks-Bankett Institutions shall be refunded directly in all the cancellation / refund cases. Any assument paid in terms of taxes to the Government or Authority concerned shall not be refunded.

- 14) They the efforce & co-afforce (if any) will have equal share in the operations and in cinc of death of any of them the allocated will continue only after providing a certificate organism, the legal below of the decased from the appropriate authority and a No Objection Certificate from the bank it availed a foon. Similarly is a case where any dispute arises between the allocate(s), allocatest will continue only after providing passent in writing by them and No Objection Certificate from the bank concert. The interest over the delayed payment shall be charged. The dispute whatocever stated above shall not give any effect to that its above mentioned carcumstances the Company will hold the booking / allocatest for two months only there after the Company can cased the said booking/allocatest and the allocate(s) shall have no claim or night whatocever except to the claim of refundable amount shall be refunded after deduction as precedure described above. For the refund the consent of all affortness) with respect to the share shall be refundable.
- 15) That the Company/promoter may restore the cancelled apartment/unit in its sole discretion after receiving 10% of the cost of the Apartment/Unit as restoration charges. The said restoration charges shall be calculated on the prevailing rates at the time of restoration.
- 16) That the allottre(s) and the family exembers have a right to visit and inspect the project sits thering the course of construction, while deriving this right if any loss or damage happens, the Company shall not be seld liable for any igno-contidenages or any other expenses on account of such visit.
- 17) That Its case estimates of allocates letter, tri partie agreement, permission to moragine or may other document in required and requested by the allocate(s) or bank/financial institution, the company has sole right to retinue or reject the reinsuance. The reinsuance at every time shall attract a fee of Hz. 100005 plus Service This as are likeble, as administrative charges and shall be payable by the allocate(s).
- 18) That any alteration / modification as the Company may deem fit or as directed by any competent authority(ins) resulting a3 % change in the area of the apparement unit including terrace ballotesies, there will be so come charge, gloint by the Company also the allottee(s) shall not be entitled for any rafferd.
- (9) That although all the major construction of the spartments/units will be completed however the final touch in mutalization of sentency were, kitchen sink, CP fittings, hardware accessories, fleat touch of paint one will be done during the "Fe Out Period" of 00 months. It has been experienced time if the final rouch to an apartment/unit has been given and the possession delays as the alientee(s) do not proceed with, the unid finished apartment and get deteriorates with the spec of time. Therefore the concept of Fig-Out period has been adopted and being applied. The final touch which will take 20 to 30 days for an individual apartment/unit and the owner(s)/ allottee(s) may get these final installations done in higher/their own presence, if desired so. Note: The "teems in the residential /commercial unit shall be us per the specifications (Annexure A).
- 20) That it is thereogidy clear to the allottee(s) that final finishing of the apertornal unit shall be done after deposition of entire amount and obtaining NO DUES from the company. Fundament of completion confificate shall up be the reason to hold the does.

Company

Signature of the Allesine(s)

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- 21) That the proposed fireject is comprises of many Blocks. As soon as the construction of particular Block(s) will be completed with all the basic americles stacked to that, the company after applying he decompleted certificate of particular Block(s) to the authority concerned will offer the fit-out of the spacetomerant. The construction of remaining Blocks will be or going, it can have further time till the final completion of the gropest. The fit out of the agartement as and when it will be effected, shall not be design on account of delay in issuance of completion certificate by the authority concerned at on-going construction or any other reason whenever.
- 23) That the observaction could be completed prior to the date mentioned in the allocated. In that case the Fin out of the apartment/unit content be denied on any proved whenever. The date given in the allocated in assessment only and committee could be completed earlier to that.
- 23) That only after the prejutration of Sale dood/Sub loose deed with posteroism of the apartment and, the aftereors) shall be considered as the owner of the apartment and.
- 24) That the monthly enumerance charges shall commonce from the data of possession or the nut-off date for the same.
- 25) That if there is delay in handing over the possession of Apartment/unit beyond the grade puriod of a months from the estimated date of possession due to any reason(s) which were within the control of the Company, the Company will pay to the Allestre(s) an interest @ 9.5% per amount over the deposited enterior of cost of the Apartment/Unit excluding the taxes and other charges provided that all due instalments of apartment/unit were encoived on time, any waiver of interest or the gayment with interest shall not be considered as payment on time. In case the the alleman(s) do not proceed possession of apartment, the penalty of Rs. 100- per sq.mir. per month of the Carpet Area of the Apartment/Unit shall also be applicable and payable by the allettee(s) the said panelty shall commence from the date of expiry of Fit- out perced.
- 20) The holding and warring period of an apartroprofunt shall have a limit remaining of 6 moretle from the circumfunce of completion certificate where the aflottee(x) do not proceed for posteration is: the sob-least dood of apartmentation remains pending at the end of the allocate(x) even the entire cost has been paid, the said allocates shall be treated as carcelled and no other claim except to refund of amount without any amount and with deduction of 25% of Cost of Apartment/Unit will be entired and more manned.
 - Note: For all the cases of refund, the amount deposited an applicable taxes and delayed period interest shall not be refundable and cannot be claimed from the Company.
- 27) This any delay on account of the authority for issuance of the completion certificate shall see be considered as a delay in completion on the part of Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date, any claim for delay in possession will be conflicted up to the date of applying for the completion certificate only. It is shall also cleared that the completion certificate in part could also be obtained after depositing the requishe fee and obtaining the NOC's from all the concerted departments. After the explay of 90 days from the date of applying for the completion certificate shall set the requisite formulates and documents in case not issued/provide by the Austrority, it shall be deemed as inseed provided in lawby leves; therefore the issuance of completion certificate shall not be a reason for denied of fairness the possession.
- That there will be defect liability period of two years as per U.P. Apartment Act 2010 Chapter 11 Clause 4(E), from the date of offer for possession. The defect liability shall be limited to the defect in contraction (i.e. structure) however, air crecks in plaster museury, warp ago in doors and wandows shall not be considered as defects. Defect liability shall not cover force entires structures such as danning resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out terms most of which are covered under warranty by the manufacturers themselves. However, is the event of recurring problems with the bought out items, the Company thall co-operate with the purcluster its sorting out the lease for the later the flat owner has made internal changes for the interior of the apartment/ord and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be untiled for the defects tradition.
- 29) In case the atletteet() surrender reascel the booking allotment at any stage due to any reasts what so ever than 25 % of the cost shall be forfeited balance(if any) shall be referred without reteret.

Company

Signature of the Albettee(1)

- 50) That the Sale deed-Sub leans deed of the apartment/unit shall be executed and registered only after completing the communition, after receipt of sund consideration and other charges. The other community expenses/charges i.e. cost of Stamp Duty, registerion charges/fees, muscaliancess expenses and Advocate's fees/charges, there fee and charges shall be borne and gaid by the afforce(s) and who only will be responsible and limble for paying deficiency in stamp duty/pensity/interest as per the Stamp Act and the stamp duty and deficiency thereon if isoposed by the government/competent authority their the afformatients, allottered of parking space and agreement for maintenance, electricity and power backets etc. what also be paid and bottle by the afforce(s).
- 31) That until a Sale deed Sub losse deed is executed and registered, the Company shall continue to be owner of the spartment unit and the allocation shall not give any right or this or interest freeds even though all the payments have been received by the Company. It is further clarified that the Company is one commercing apartments units as a contractor on the other hand Company is constructing the project as its time as a payment. The Company shall have first lies and charge over the spartments turns for all as does and payment to the Company.
- 12) That is will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale/sub-lame along with due incorporation of the particulars of the authorizant manuferee(s) with the Company, and the said NOC will be asseed by the Company upon payment of administrative charges @ Re-1166 per su mit; of the Total Area of the apartment unit + service tax.
- 33) Thus all open poch as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any offer tuxes to charges shall be jurished by the owner(s) of apartment/unit from the date of possession La. from the date of Sale/Sub-lesse deed.
- 34) That the owner(a) after possession shall comply with all the manufatory requirements and compilarous in per the Ministry of Environmental Impact Assessment (EIA) norms. UP: Pollution Control Board Water Commission/ary either rules and regularions by State of U.P or any other compitant authority. Thus the owner(s) shall shide by all taws, rules and regulations of the Development Authority/State Gost. /Covt. of India and of the Association of Apartment Owners (as and when the AAD formed and till their mi prescribed by the Company) and shall be responsible for all deviations, violations or breach of any of the conditions of law byellows or rules and regulations.
 35) That in a group housing /multi-storeyed building the designated/determined packing space is secessary to
- 35) That in a group housing /multi-storeyed building the designated/determined packing space is secessary to avoid discounfeel/havor. Therefore the company/promoter has prepared a detailed plan inherent the parking space shall be allotted with specific numbers as determined parking space for a specific aparament/unit. (For the projects othere in parking is provided in a multi-level parking the allottess is subject to the terms and conditions metalsocial therein).
- 36) That the basement spaces as per the permissible usage san also be allumed for other purposes like sloous-tic sureage spaces ste.

Company

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Signature of the Allistrect)

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- (iv) That the rate for Electricity charges will be as per the prescribed must of Authority sensemed which exhats a Flood charges, until thursus, regulatory charges, tunes and detent. However the line listers of the units will be charged enter. Power backup communities charges will include the fixed charges (payable in map of non-mage of power back-up) which will be payable along with the communities of article will be decided by the Company on the basis of the cost of the injum like finit uniges at and will exceed a doctors along with the cost of these injures, the denies are assected with Electricity Supply Agreement. The rates for Electricity and Power backup communities including the fixed charges (payable in size of minimum/non-usage of silectricity and power back-up) will be decided by the OPER/Comborty).
- 100 That is in hereby agreed, undergood and declared that the Company way not community for an every said Project from the banks financial institutions after morgaging the tending terms or any of the said Project. However, the unlatesh least deed in respect of grantmost and in favor of allettine(s) will be executed and registered free from all encombrances at the time of registerion of same.
- 41) That if there any Service Tax, Trade Tax, V.A.T., G.S.T., and additional levies, fitter taxes, tharges, compensation to the factors, occur and fees etc. as assessed and the artiflutable in the Company is contemporaries of Court order (Government) Development Authority (Statutory or other local authority (ex) arise, the afastests shall be liable to pay higher/their proportionate share for the same to the Company as and when demanded, if the appropriate authorities impose any tax on this transaction at future then the elicitateits in hereby agrees for payment of the same and all times orderantly and keep samiless to the Company.
- Company

 That the mon-enfundable Interest Fror Maintenance Security (IFMS) is payable to the Company An

 i. shall be charge for the apartment/unit. The monthly maintenance charges of advance is also
 applicable and payable that will be charged through the electricity enter and the amount will be unliged the
 electricity expenses, cleaning, maintenance of lift, parks, reads, security and after aventiless falling under
 the position use and for the common areas of the project.
 - "Presently the monthly maintenance charges has been decided for the epartment and \$5 Ks_______ f- per square based on the total area of Apartment unit. However, the rare will be decided by the Contents opposite on the rates of consumable and wages etc. at the time of possession which shall be final and highling.
- 43) That the 25% amount of the Interest Pree Maintenance Security (IFMS) shall be deposited in the head of Frejers/Televiship Maintenance and 15% of the Monthly Maintenance Charges scalleged from the Apertomet/Unit shall be transferred and paid for the Project/Township Maintenance. The Maintenance Charges from the apartment/unit will be collected by way of electricity meter on prepaid hade and the portion described above shall be transferred in favor of the Company or its nominate in the bend of Project/Township Maintenance. The Company reserves its rights to apply all the best purchle method for collecting the Project/Township Maintenance Charges, the Project/Township Maintenance Charges may be collected separately by the Company if required to.
- 44) That the remaining amount of interest Free Maintenance Security. (IFMS) after deducting the accurities deposited by the company/developer for the electricity connection, water and sewer connections etc., will be handed over to A.A.O. (Association of Apartment Owners) at the time of handing over the maintenance and common area of the project.
 - Note: NOC from the Company/Maintenance Agency is required for elearance of maintenance does prior to the subsequent transfer of apartment/unit by the apartment/unit aware offserwise the subsequent buyer will not be allowed.
- 45) That the apartment/unit shall be used only for the purpose which has been shown in the approved plans, the purpose which may or likely to cause public notrance or not permissible under the law shall not be allowed. Any type of encroachment construction in the entire Project including roads, lobbing, not feet, shall not be allowed to the apartment/unit owners or associations of apartments/units owners. They also shall not be permitted to closing of vermidals, founges, halconies and common considers stor, form if particular finerificers.

Company

Signature of the Allettee(s)

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occopied by the same party. Any obsertion in elevation and outside color schemes of exposed walls of versadals, learnest or any external wall or both faces of external door and windows of equipments in a superficient of external door and windows of equipments in a common area shall not be permitted. Any type of change milde the apartment and which may cause as Reply to cause damage to the safety, are billy of the structure shall not be permitted, as there are hidden ECC dolumn and RCC shear wall supporting whole structure therefore no change is allowed.

46. That at the time of the banding over the muleismance of the project to the A.A.O. the following will be harded ever to the A.A.O. all existing lifts, corridors, passages, parks, anderground and asserted were tanks, fee fighting equipment's with motor rooms. Single point distribution system with all landsties. General, security gates with intercont, lift rooms at terrace and other area falling order the constraint area.

Note: All the smould spaces and areas which are not falling the part of common area shall continue be the property of the company and all rights are reserved with the company for the said areas.

47) The if there is a provision of solar lighting/energy in the project provided by any third party, the payments of hits of an it consumptions of the solar energy equivalent to the rates of NPCL/UPCL thall be payable by the AAO-Makousson agency to the said Third Party on morelly basis.

45) That if the Green Buildon: FAR has been availed for the project in that case the A.A.Q./Maintenance agency shall always comply with and maintain all the provisions of Green Building EIA conditions.

- 40) The the contents of each Apartment/Unit along with the connected structural part of the building will be immed by the owner(s) individually or collectively through society against the fire, carbonake etc. All the charges towards treatment to be beene by the owner(s) or the A.A.O. The Company is he locating over the passession of a particular Apartment/Unit shall in no way be responsible for safety, standing utc. of the structure.
- 50) That is shall be the responsibility of allottee(s) to inform the Company in writing about inforquent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the allotter(s) and the Company shall not be impossible for any default.
- 31) That is the event of any dispute whatsoever arising connected with the booking/allocames of the said apartmentanit, the grievances of the consumer shall be referred first to the communer indicated forum formed by the CREDAI WESTERN UP. The said allocates is subject to arbitration by the Assignated compultee of arbitrators appointed by the CREDAI and the decision of the arbitration is ill be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Charlished (U.P) India. The Arbitration and Cookillation Act-1996 or any statutory amendments? Intelligences shall govern the arbitration proceedings thereof for the time being in force. The High Court of Atlantabed and the court subsections to it alone shall have jurisdiction in all numbers arising out of of toxicity and/or concerning this allocation.

Los on to CREDAI (NCR) at www.credaincr.org

- In case of NRI alloner(s) to observance of the provision of the Foreign Exchange Management Act 1999 and new other law at may be prevailing shall be responsibility of the alloner(s).
- 53) That the following Annexage are annexed herewith which are also being the part of this allignment form.
 - A) Specifications of the Apartment/Unit
 - Specification of the project/fownship.
 - C) Details of Title and Ownership of the Company.
 - D) Layout Flan of Township/Project
 - E) Layout plan of Apartment/unit
 - F) Price list
 - Gi Percent olan

Company

Signature of the Allotter(x)

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Dischaimer: I we have fully read over and understood all the terms & conditions mentioned better above and terms & conditions mentioned in maintenance agreement, parking affections, agreement for supply of electrical energy agreement for power locking. Mylour all queries have been duly explained by the executive of the company. I we have discussed and taken legal advice from the counsel of stylour over choice. It is clear to melou that for any charge is layout of the project, soylour written consent in required as per the law, I We hereby given consent to that the Company can traite any type of charge in layout leavest of the project. Mylour consent will be presumed as all-time written consent for the same.

DATE Yours Salability PLACE Signature of th Company 16TH PARKVIEW (RERA)

19/19

COPY OF PROFORMA OF CONVEYANCE DEED.

DRAFT SUBJECTED TO FINAL APPROVAL FOR THE CONCERNED AUTHORITY

1

SUB-LEASE DEED

| | | | | | _/- per sq.mtr. and only |
|--|--|---|--|--|---|
| comm | uon facilities ar | e available | therefore total | % has been | increased (according to |
| Page No. | , Br. No | _of Govt. (| Sircle Rate Lis | t) floor rebate | ss per rate list and stamp |
| duty has be- | en paid for One | | _ Car Parking | | |
| 1. Powe 2. Oym: | Backup: | | | 4. Swimming P | sot |
| | munity Center: | _ | | 5. Lift: | |
| Govt. Valuat | ion | . Rs | | | |
| Sale Conside | ration | Rs. | 1-1 | Rupees | Only) |
| Stamp Duty | Children | 1 | | | |
| Super Area | 100755-0-1-0-1 | | | sq.ft. | |
| Flat/Dwellin | g Unit No. | | | (Project), | Floor |
| | | Block/ | Tower "" | | |
| Office its A author referr the assig execu | at Gaur Biz Par inthorized Signal orized by the Board to as the "L context or m ms, of the FI ited an Authenti- with t | k, Plot No tory Mr rd of Directo ESSEE"), white earning the RST PAR's c Power of A ine Sub-regis for the preses | I, Abhay Khan 8 rs vide Resolut nich expressi ereof, mean 7 (PAN No attorney duly re strar Sadar at ntation of the | d-II, Indirapura /D/W/O Sh. ion dated on shall, uni and includ and includ gistered vide D Gautam Budi | shi-110095 And Corporate m. Ghaziabad(U.P) through duly (hereinafter ess it be repugnent to e its successors and and said Mr. comment No Dated Nagar in favour of Mr. comment for registration in |
| | | | AND | | rasa acomición e tropystemoritaco |
| | | | | | (NAME OF ALLOTTEE(S) |
| R/o | | | findividual | ly/Jointly herei | nafter referred to as the |
| 'sub | LESSEE'), which | h expression | shall, unless i | t be repugnant | to the context or meaning |
| there | of mean and | nclude his/ | her/their/legal | beirs, execut | ors, administrators, legal |
| | entatives and as | | | | |

| construction of roads, drains, street lighting electrification, | ngnung, weter suppty, sewerage |
|--|--|
| and road side plantation, horticulture, development of par fixed by the Sub-Lessor/Developer, that entire Large Group is "Township" and obtained separate sanctions of the build construction on the divided plots of Said Land (applicable separate plot of the said land the Lessee has constructed a several Flats/ Dwelling Units. Swimming Pool, Service B together with the Land shall hereafter be referred to and nor (Township Project Name) situated at Plot No. Budh Nagar, U.P. The Sub Lessee named above, applied to the Lessee for allot the Lessee allotted a Flat/ Dwelling Unit bearing No. Tower No. " admeasuring approximately area in the said (PROJECT NAME), situated in the Large | dousing Project has taken shape of ding plans for development and de on Township Project). Over a multi-storied complex consisting of milding, etc. The said Buildings ned as the "(PROJECT NAME)" in |
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A. The Second Party/Sub-Lessee has carried out the inspection of the lease deed executed in favour of Second Party by the First Party, Building plans of the said Project / dwelling unit, and has satisfied himself/herself/themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenent to the said dwelling unit and also the nature, acope and extent of the undivided benefit of interest in the common areas and facilities within the said complex (PROJECT NAME).

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

| L | That in consideration of the amount Rs. / (Rupees |
|---|--|
| | Only) paid by the Allottec/s/Sub-Lessee to the Sub- |
| | Lessor/Developer, the receipt whereof the Sub-Lessor/Developer hereby admits and |
| | solmowledges, and the Allottee/s/Sub Lessee sgreeing to observe and perform the terms and |
| | conditions herein contained and as contained in the Allotment letter, the Lease Deed executed |
| | between the Sub-Lessor/Developer and the Lessee and the terms and conditions of Allotment |
| | Letter executed between the Allottee/s/Sub Lessee and the Lessee, the Lessee doth hereby |
| | agrees to demise and the Allottee(s) agrees to take on Sub-Lease the Said Flat/Dwelling Unit |
| | with all its annitary, electrical, sewerage and other fittings, more particularly described in the |
| | Schedule hereunder written and for clearness has been delineated on the plan attached hereto |
| | together with all rights and easements whatsoever necessary for the enjoyment of the Said Plat |
| | / Dwelling Unit along with right to use the common staircases, corridors, common roads, |
| | facilities, lifts, 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. The vacent and peaceful possession of the Said Flat/Dwelling Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lessee Deed, and the Sub-Lessee has satisfied himself/herself/themselves as to the area of the Said Flat/Dwelling Unit, 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.
- 3. That the said project (PROJECT NAME) is situated in the Large Group Housing Project " and "Township" maintenance charges along with the maintenance charges of the project are applicable and payable by the sub-lessee. The one time interest free maintenance security (IFMS) also has been deposited by the sub-lessee, 25% of the IFMS deposit and 15% from the monthly maintenance charges of the flat/dwelling unit shall be transferred in the head of Township Maintenance (applicable on Township Project). The Lessee shall have the right to apply all best possible methods available to him for collecting the "Township" maintenance charges (applicable on Township Project). The sub-lessee has executed separate agreements namely Township Maintenance Agreement, Maintenance Agreement of the Project (PROJECT NAME) and Electricity supply agreement, the sub-lessee shall be bound by all the covenants and conditions mentioned therein.

- 2 That the up-keeping and maintenance of the project (PROJECT NAME) shall be carried out by the Sub-Lessor or its nominated agency till it be handed over to the A.A.O (Association of Apartment Owners) as mentioned in UP Apartment Act-2010. The "Township" maintenance of the Township _______ will be carried out by the Sub-Lessor or its nominee(s) (applicable on Township Project).
- 3. That the electricity supply to the apartments of the project (PROJECT NAME) has been provided from single point electricity connection through separate meters. The maintenance charges of the Project (PROJECT NAME), Township maintenance charges (applicable on Township Project), electricity consumption charges and Power Back-up (if availed) will be charged through that electricity meter on prepaid basis, the electricity supply of the flat/dwelling unit shall not be restored until the dues of any charges remains unpaid, interest @ 18% per annum shall be charged for the period of delay.
- 4. That for computation purpose, the super area means and includes the covered area, areas of the balconies, cupboards, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/ overhead water tanks, munities, entrance lobbies, electric sub station, pump house, shafts, guard rooms and other common facilities of the Said Flat/Dwelling Unit. The Sub-Lessee shall get exclusive possession of the built-up area, i.e., covered area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said Flat/Dwelling Unit. The title of the Said Flat/ Dwelling Unit is being transferred to the Sub-Lessee through this Sub Lease Deed.
- 5. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land of the Project (PROJECT NAME), as aforesaid, and the same shall always remain undivided and impartibly and unidentified. This is further clarified that the interest of the Sub-Lessee shall be confined in the land of the project (PROJECT NAME) only, sub-lessee shall not be concerned with the remaining land of the Project (Township Project Name) "Said Land".
- 6. The Sub-Lessee undertakes to put to use the said Flat/Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the said Flat/ Dwelling Unit other than residential will render Sub-Lesse liable for cancellation and the allottee/Sub-Lessee will not be entitled to any compensation whatsoever.
- 7. That except for the transfer of said flat/dwelling unit all common easementary rights attached therewith, the entire common areas and facilities provided in the complex and its adjoining areas including the unclothed terrace/roof, unreserved open and covered parking spaces and facilities therein, storage areas etc., and the unallotted areas and flats/ dwelling units, shopping areas, if any, shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who have the right to disposed of these properties, after handing over the project to AAO any kind of NOC shall not be required to obtain from AAO for disposal of these properties.
- That the said Flat/ Dwelling Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself/ herself/ themselves to facilitate his/ ber /their loan/ financial assistance for purchase of the said Flat/ Dwelling Unit.

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- That the Sub-Lessor/Developer has received one time lease rent in respect of the land of (PROJECT NAME), from the Sub-Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said Flat/ Dwelling Unit during the period of Sub-Lease.
- 3. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, raxes, charges, levies and impositions, levied by the Sub-Lessor/Developer and/or any other local or statutory authority from time to time in proportion to the area of the said Flat/ Dwelling Unit from the date of possession of the said Flat/ Dwelling Unit by the Lessee.
- 4. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lesse Deed, the Lesse Deed and the Allotment Letter and the terms & conditions of Allotment as referred hereinabove, and punctually observe the same in respect of the said Flat/Dwelling Unit purchased by him. The Lesse deed shall be deemed to be a part of this sub-lesse deed. The sub-lessee confirms that he/she has received a copy of the said lesse deed.
- 5. That the Sub-Lessee shall not sell, transfer, mortgage or assign the whole or any part of the said Flat/ Dwelling Unit to any one except with the previous consent in writing of the Sub-Lesser/Developer and on such terms and conditions including the transfer charges/ fees as may be decided.
 - by the Sub-Lessor/Developer from time to time and shall have to follow the rules and regulations prescribed by the Sub-Lessor/Developer in respect of Lease-hold properties.
- 6. That whenever the title of the Sub-Lessee in the said Flat/ Dwelling Unit is transferred in any manner whatsoever, the transferred shall be bound by all covenants and conditions contained in this Sub-Lesse Deed, Lesse Deed and the terms and conditions of Allotment and the Agreements referred in this Sub-Lesse Deed and he/she/ they be answerable in all respects to the Sub-Lessor/Developer therefore in so far as the same may be applicable and relate to the said Flat/ Dwelling Unit.
- 7. a) That whenever the title of the said Flat/ Dwelling Unit is transferred in any manner whatsoever. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges and obtain the No Dues of the Project (PROJECT NAME) from the Lensee or its nominee(s) or the A.A.O. as the case may be and No Dues for the "Township" Maintenance (applicable on Township Project) from the Lessee or its nominee(s) before effecting the transfer of the said Flat/ Dwelling Unit, failing which the transferee occupying the said Flat/ Dwelling Unit shall have to pay the outstanding dues
 - b) In the event of death of the Sub-Leases, the person on whom the rights of the deceased devolve by law of succession shall, within 3(Three) months of devolution give notice of such devolution to the Sub-Lessor/Developer and the Lessee/ Maintenance Agency/A.A.O (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, Sub-Lessor/Developer 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 Sub-Lessor/Developer and Lessee certified copies of documents evidencing the transfer or devolution.

- That notwithstanding the reservations and limitations, as mentioned in Chause to above, the Sub-Lessee shall be entitled to sublet the said Flat/ Dwelling Unit for purposes of private dwelling only in accordance with law.
- 3. That the Sub-Lessee may mortgage the said Flat / Dwelling Unit in favour of the State or Central or financial matitutions /commercial banks, etc., for raising loan with the prior permission of the Lessee in writing till the execution of Sub-Lesse Deed. Subsequent to the execution of this Sub-Lease Deed, the Sub-Lessee can mortgage the said Flat/ Dwelling Unit with the prior permission of the Sub-Lesnor/Developer in writing. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Sub-Lessor/Developer shall be entitled to claim and recover such percentages as may be decided by the Sub-Lessor/Developer of the uncomed increase in the value of the said Flat/Dwelling Unit as first charge, having priority over the said mortgage charge. The decision of the Sub-Lessor/Developer in respect of the market value shall be final and binding on all the parties concerned. Provided further the Sub-Lessor/Developer shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Sub-Lessor/Developer of the uncarmed increase as aforesaid. The Sub-Lessor/Developer'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
- 4. That the Sub-Lessor/Developer /and/or the Sub-Lessee and /or the Maintenance Agency and their employees shall have the right to enter into and upon the said Flat/ Dwelling Unit, lawn and terrace area 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 except in case of emergency during the term of the Sub-Lesse.
- 5. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/ Central Govt./ Local Authority or SUB-LESSOR/DEVELOPER 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 Flat/Dwelling Unit hereby transferred.
- 6. So long as each said Flat / Dwelling Unit 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 Flat / Dwelling Unit to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessees of the Housing Complex shall deposit the same with the concerned local Authority or YEIDA.
- 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 Plat/Dwelling Unit.
- (a) The Sub Lessee will not carry on, or permit to be carried on, in the said. Flat/Dwelling unit any trade or business whatsoever or use the same or permit the same to be used for any

- 2 purpose other than sendential or to do or suffer to be done there in any act or thing whatanever which in opinion of the Sub-Lessor/Developer and/or Lessee may be a naturance, sunoyance or disturbance to the other owners of the send housing complex and persons living in the neighborhood.
 - (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Sub-Lessor/Developer 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 inhabitants of the Housing Complex.
- 3. 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 Flat/Dwelling Unit or on the open or covered Car Parking space by the Sub-Lessee shall be liable to be removed at his/her/their cost by the Sub-Lessor/Developer or by the Lessee and /or by the Maintenance Agency with the prior approval of the Sub-Lessor/Developer. The charges levied by the Sub-Lessor/Developer in this regard shall be finalized and binding on the sub-lessee.
- 25. That the Sub-Lessee shall on the determination of the Sub-Lease of his/her/their share in the land, peaceably yield up the proportionate interest in the Land of the project (PROJECT NAME), as aforementioned, unto the Sub-Lessor/Developer with/without removing the superstructure within the stipulated period from the land.
- 26. That the Complex along with lifts, pump houses, generators, etc., may be got maured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the Lessee or the Maintenance Agency provided all the Sub-Lessees 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.
- 27. That the Sub-Lessee shall maintain the said Flat/ Dwelling Unit including walls and partitions, sewers, drains, pipes, allotted lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him/her/them and in particular se as to support, shelter and protect the other parts of the Building/ Complex. Further, he/she/they will allow the Complex maintenance teams access to and through the said Flat/ Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Lessee will neither himself/ herself/ themselves permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the Local Authorities or the Association of the Sub-Lessees.

That it shall be incumbent on each Sub-Lessee to form and join an Association comprising of the Sub-Lessees for the purpose of management and maintenance of the Complex as per provided in the U.P. Apartment Act 2010. Only common services shall be transferred to the

- 26. Association, unsold flat/dwelling unit and independent areas of limited common use shall not be hunded over to the Association and will be owned by the Lessee/ Lessee and may be sold to any agency or individual as the case may be on any terms as the Lessee would deem fit. After handing over the project to AAO any kind of NOC shall not be required to obtain from AAO for disposal of these properties. The central green lawns and other common areas shall not be used for conducting personal functions; such as, marriages, birthday parties, etc.
- 27. That the Sub-Lessee may get insurance of the contents lying in the said Flat/ Dwelling Unit at his/her/their own cost and expense. 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 Lessee/ Lessee or its Maintenance Agency or Residents Association/ Society harmless and indemnified for any loss and/or damages in respect thereof.
- 28. That the Sub-Leasee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Flat/Dwelling Unit in any form. The Sub-Leasee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Flats / Dwelling Units and attached terraces on upper Flats / Dwelling Units and in the open car parking spaces, which shall always remain open to sky.
- 29. That the Sub-Lessee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hearding, hanging of clothes etc., at the exterior façade of the building or anywhere on the exterior or on common areas or on roads of the Complex.
- 30. That Sub-Lessor/Developer /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 borse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Sub-Lessor/Developer in writing.
- 31. That the Sub-Lessor/Developer / Sub-Lessee shall not exercise its option of determining the lease for hold the Sub-Lessor/Developer responsible 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.
- 32. 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 which shall be constructed over the demised wall of the building except.
- 33. That the Sub-Lessee shall not remove any walls of the said Flat/ Dwelling Unit including load bearing walls and all the walls /structures of the same shall remain common between the sub-Lessee and owners of the adjacent Flats/ Dwelling Units.
- 34. The Sub-Lessee may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the Lessee/ Lessee. The Sub-Lessee shall not be allowed to effect any of the following changes/alterations:

- Changes, which may cause damage to the structures (columns, beams, slabs, etc.) of any part of adjacent units. In case damage is emixed to an adjacent unit or common area, the Sub-Lessee will get the same repaired.
- iii) Changes that may affect the façade of the unit (e.g. changes in windows, tampering with external, changing of wardrobe position, changing the point colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hunging or painting of signboards etc.)
- iii) Making encroachments on the common spaces in the complex.
- 26. 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 flat should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Sub-Lessor/Developer, 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 by only qualified or experienced plumber in the building. The plumbing Network inside the Flat/ Dwelling Unit 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 abould be carried out by licensed electrician.
 - (viii) Sub-Leasee shall not cover the balcony/terrace of his/her/their Plat/Dwelling Unit by any structure, whether permanent or temporary.
 - (ix) The Sub Lessee shall ensure that all water drains in the Flat/ Dwelling Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
 - (x) Sub-Leasee shall not be allowed for random parking of his/her vehicle and use only his/her/ their allotted parking bay.
 - (xi) In case Sub- Lessee rents out the Unit, he/she/they is/are required to submit all details of the tenants to the Maintenance Agency Office/AAO Office. The Sub-Lessee will be responsible for all acts of omission and commission of his/her/ their tenant. The Complex management can object to renting out the premises to persons of objectionable profile.
 - (xii) Sub-Leasee is not allowed to put the grills in the Flat/ Dwelling Unit as per individual wish, only the designs approved by the Leasee/ Leasee will be permitted for installation.

That the provisions of Uttar Prodesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership

- 26. & Maintenancej Rules. 2011 and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by all the Parties.
- 27. That the Sub-Lessee and all other persons claiming under hun/her/them shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises or the sanitary/water/electricity works therein.
- 28. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Sub-Lessee.
- 29. That the Sub-Lessor/Developer 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.
- 30 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.
- 31. That all powers exercised by the Sub-Lessor/Developer under the lease may be exercised by the CEO of the Sub-Lessor/Developer. The Sub-Lessor/Developer may also authorize any of its officers to exercise all or any of the wers exercisable by it under this lease. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Sub-Lessor/Developer with the functions similar to those of the Chief Executive Officer.
- 32. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Negar or the High Court of judicature at Allahabad.
- 33. The Chief Executive Officer of the Sub-Lessor/Developer 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, same shall be binding and acting upon the lessee/aub-lessee
- 34. 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 Lesse Deed executed between the Sub-Lessor/Developer and the Lessee and terms and conditions of Allotment for said Flat/ Dwelling Unit between the Sub-Lessee and the Lessee, the Sub-Lessor/Developer and the Lessee will have the right to reenter the said Flat/Dwelling Unit after determining the lesse hold rights in respect thereof. On re-entry of the demised said Flat/Dwelling Unit, if it is occupied by any structure built unsuthorisedly by the Sub-Lessee, the Sub-Lessor/Developer 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 Sub-Lessor/Developer and/or the Lessee to rectify the breaches within the period stipulated by the Sub-Lessor/Developer and/or the Lessee.
- 35. 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 there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act(re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).
- 36. That the declaration as provided in the section 12 of U.P. Apartment Act 2010 has been submitted by the Lessee in the office of the competent authority in respect of the building (PROJECT NAME).

SUB-LESSEE/S

26. That all powers exercisable by the Sub-Lessor/Developer under the Deed may be exercised by the Chief Executive officer/Chairman of the Sub-Lessor/Developer. The Sub-Lessor/Developer 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/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the Sub-Lessor/Developer with the functions similar to those of the Chief Executive Officer/Chairman.

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| | the parties of the Complex, in lan and bound ast: /est: outh: orth: Detail : if WITNESS Wither first above in presence of: //itnesses: | the portion of the said in the portion of the said in the Complex, in proportion lan and bounded as follows: Outh: Outh | neessuring Sq.ft., slorg the portion of the said land under the Complex, in proportion of the su lan and bounded as follows: axt: As per t outh: orth: Detail :- If WITNESS WHEREOF, the Parties ear first above written: presence of: Name: | Sq.ft. in the salong with un the portion of the said land underneath the Complex, in proportion of the super area lan and bounded as follows: ast: Outh: Outh: Outh: Orth: WITNESS WHEREOF, the Parties have been first above written: In presence of: Witnesses: | seasuring Sq.ft. in the '(PROJE', along with undivided, un at the portion of the said land underneath the building, he Complex, in proportion of the super area of the Said lan and bounded as follows: As per the Floor Plan outh: | Sq.ft. in the '(PROJECT NAME)' , along with undivided, unpartibly, un the portion of the said land underneath the building, consisting of the Complex, in proportion of the super area of the Said Flat/Dwellin lan and bounded as follows: As per the Floor Plan outh: Orth: Detail:: WITNESS WHEREOF, the Parties have hereunto set their hands of ear first above written: in presence of: Name: Name: | Sq.ft. in the "(PROJECT NAME)" situated , slong with undivided, unpartibly, unidentified lead the partion of the said land underneath the building, consisting of several Blockse Complex, in proportion of the super area of the Said Flat/Dwelling Unit, as pellan and bounded as follows: As per the Floor Plan outh: outh: Oetail: Detail: WITNESS WHEREOF, the Parties have hereunto set their hands on the day, near first above written: a presence of: Signed for & on behalf of Sub-Less Name: | Sq.ft. in the "(PROJECT NAME)" situated at Plot , along with undivided, unpartibly, unidentified lease-hold to a the portion of the said land underneath the building, consisting of several Blocks compose Complex, in proportion of the super area of the Said Flat/Dwelling Unit, as per the end lan and bounded as follows: As per the Floor Plan outh: orth: Detail: WITNESS WHEREOF, the Parties have hereunto set their hands on the day, month an ear first above written: a presence of: Signed for & on behalf of the Sub-Lessor/Devel Name: |

16TH PARKVIEW (RERA)