



SAMRIDHI REALTY HOMES PVT. LTD.

Dated: 24 Jan 2020

NO OBJECTION CERTIFICATE

It is hereby certified that **Mr. Yashpal Singh Lodhi** is/are allottee(S) of Flat No. **K-301** in project **SAMRIDHI GRAND AVENUE** at **GREATER NOIDA**.

This is further to confirm that there are no outstanding dues by them in respect of the sales consideration of the above-said flat and he/she has paid all the taxes/dues in respect of the same up to date.

We further confirm that he/she/they may start fit-out period and get sub-lease deed executed, subjected to NO OBJECTION CERTIFICATE from the financial institution having the charge/lien on the subject flat as per rules and regulations of the GNIDA, we have no objection for that.

*The Above Certificate is issued subject to realisation of Cheque/s, the settlement of the interest and other dues(If any).

For Samridhi Realty Homes Pvt Ltd

CRM/Authorized Signatory

For Samridhi Realty Homes Pvt Ltd

Accounts/Authorized Signatory

Maintenance + electricity Received on 9/1/2020
Ref No. 1892469836

BUILDER BUYER AGREEMENT

To, Samridhi Realty Homes Pvt. Ltd.
801- Arunachal Building - 19
Barakhamba Road,
Connaught Place,
New Delhi - 110021.

Subj: Allotment of Residential Apartment in proposed Group Housing Project, SAMRIDHI GRAND AVENUE Plot No. DV-GH 09D OF GH-08, Sector-Techzone-IV, Greater Noida (West).

In response to your Application Form dated _____ to M/s. Samridhi Realty Homes Pvt. Ltd. having its registered office at 801, Arunachal Building 19, Barakhamba Road, Connaught Place, New Delhi, 110001 (hereinafter referred to as the 'Company' which expression shall, unless it is repugnant to the context or meaning thereof be deemed to include its successors and assigns), we are now pleased to allot you a Unit in "SAMRIDHI GRAND AVENUE", at Plot No. DV-GH 09D OF GH-08, Sector-Techzone-IV, Greater Noida (West) as per details below, vide this Builder Buyer Agreement (hereinafter called as 'BBA').

This allotment is subject to the following terms & conditions detailed herein below and the same shall prevail over and supersede all the other terms and conditions given in our brochures, advertisement, price list and any other sale document.

Both the Company and the Allottee(s) are herein after individually referred to as the 'Party' and collectively as the 'Parties'.

(A) DETAIL(S) OF ALLOTTEES

Mr. Yashpal Singh Lodhi
Spouse of Rom Chawan Singh
R/o Village - Haridwarpur, Post - Mekhena, Teh - Deoria,
Dist - Bulandshahar (U.P.)
PAN No. AFAPL2895K



2. SECOND ALLOTTEE (Co-Allottee)

Mr./Mrs./Ms. — NA —
S/W/D of _____
R/o _____
PAN No. _____

(Herein referred to as the Allottee(s) which expression shall include unless excluded by repugnant to the subject or context or meaning thereof shall their successors, assigns, executors etc.)

Rohini Singh
Secretary

Yashpal Singh
14/02/15

B. NATURE AND TITLE OF ALLOTMENT

The aforesaid Group Housing Project is being constructed on the lease hold group housing Plot No. DV-GH 09D OF GH-08, Sector-Techzone-IV, Greater Noida (West) measuring 27989.00 Sq. Mtr.

That Greater Noida Industrial Development Authority invited bids under its scheme code BRS-03/2010 for allotment of various plots, including Plot No. GH-08, Sector-Techzone-IV, Greater Noida, District Gautam Budh Nagar (Uttar Pradesh) for development of Large Group Housing Builders Plot.

Whereas M/s Amrapali Dream Valley Private Limited was the successful bidder for Plot No. GH-08, Sector-Techzone-IV, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh and measuring 354295 square metres.

Whereas the Allotment letter/bid document/brochure provides that the Developers shall get the Lease Deed of the said plot executed in its own name for a period of 90(Ninety) years from the date of its execution.

Whereas Greater Noida Industrial Development Authority as a Lessor vide Lease Deed dated 25-02-2011 duly registered with the sub registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in book no. 1 Jld No. 8049 Page No. 1 to 30 document No. 3267 demised the said plot for a period of 90 years from the date of its execution in favour of M/s Amrapali Dream Valley Private Limited (hereinafter referred to as the Lease Deed) on terms and conditions contained therein.

Whereas M/s Amrapali Dream Valley Private Limited as Lessee and Greater Noida Industrial Development Authority as a Lessor executed a Sub-Lease Deed dated 17-07-2013 in favour of M/s Samridhi Realty Homes Pvt. Ltd and as per the Layout Plan, allotted Group Housing Plot No. DV-GH 09D OF GH-08, Sector-Techzone-IV, Area 27989.00 Sq. Mtr which is now being developed by M/s Samridhi Realty Homes Pvt. Ltd. The said Sub-Lease deed is duly registered vide Registration No. 14744 of 2013 Book No. 1.

The Sub-Lease Deed/Conveyance deed shall be executed, only after the Allottee(s) has made full & final payments, including all other additional charges which are due and payable to the Company. Till the execution of the Sub-Lease Deed/Conveyance Deed and handing over the possession of the Unit, the ownership of the Unit shall remain vested with the Company.

That all terms and conditions of Sub-Lease Deed entered into between the Company and Greater Noida Industrial Development Authority will be mutatis mutandis applicable to the Allottee(s).

C. DETAILS OF UNIT

Unit No. 301 Tower / Block No. K
Floor 3rd Super Build-up Area 1080 Sq. Ft. (Approx)
Lawn Area _____ Attached Terrace _____

D. PAYMENT PLAN

The Allottee(s) shall be required to make the payment, as per the Payment Plan opted by him/her/them which the Allottee(s) once again reaffirms and declares as under:

Subvention Plan (0:80:10)

The Allottee(s) shall pay the balance amount of the consideration in accordance with the payment plan Annexed as Annexure-A hereto this Allotment Letter

For Samridhi Realty Homes Pvt. Ltd.

Rohini Singh
Authorized Signatory

Yashpal Singh
14/02/15

E. COST OF UNIT

a)	Basic Sales Price (BSP)	@ Rs. 3710/- Per Sq. Ft.	=	Rs. 40,06,800/-
	Preferential Location Charges (PLC)			
	1. FLOOR	@ Rs. Inclusive Per Sq. Ft.	=	
	2. PARK FACE	@ Rs. Per Sq. Ft.	=	
	3. CORNER	@ Rs. 50/- Per Sq. Ft.	=	
	4. ROAD	@ Rs. 150/- Per Sq. Ft.	=	
b)	Car Parking Charges			Rs. 2,16,000/-
	• Open Parking	@ Rs. Per Sq. Ft.	=	
	• Covered Parking	@ Rs. 0 Per Sq. Ft.	=	Rs. - Nil -
c)	Lease Rent	@ Rs. 0 Per Sq. Ft.	=	Rs. - Nil -
d)	External Electrification Charges (EEC)	@ Rs. 0 Per Sq. Ft.	=	Rs. - Nil -
e)	Fire Fighting Charges	@ Rs. 0 Per Sq. Ft.	=	Rs. - Nil -
f)	Additional Load Charges	@ Rs. Per Sq. Ft.	=	Rs. - Nil -
g)	Power Back-up Charges	@ Rs. 0 Per Sq. Ft.	=	Rs. - Nil -
h)	Club Membership Charges	@ Rs. 0 Per Sq. Ft.	=	Rs. - Nil -
i)	Interest Free Maintenance Security (IFMS) *	@ Rs. Per Sq. Ft.	=	Rs. - Nil -
j)	Dual Meter Charges	@ Rs. 25,000/- Per Sq. Ft.	=	Rs. 25,000/-
Total				Rs. 44,01,390/-
Service Tax on B.S.P				1,23,810/-
Service Tax on Lease P.C				6,174/-
Service Tax on open boulevard B.M. Road				2,023/-
Service Tax on Dual Meter Charges				3,090/-
* IFMS will be paid at the time of possession.				
Total - 42,47,800/-				Rs. 44,01,390/-
				(Grand Total)

Notes:

- Payments to be made by A/c Payee Cheque(s), Demand Draft(s) in favour of "SAMRIDHI REALTY HOMES PVT. LTD." (Demand draft payable at Delhi/Goa/Ghaziabad, A/c payee cheque should be of Delhi/Goa or at par);
 - Electrical Connection for up to 1KVA is free of cost, thereafter charges for additional load @ Rs.10000/- per KVA shall be applicable;
 - Power Back-up Charges for up to 1KVA is free of cost, thereafter charges for additional load @ Rs.25000/- per KVA shall be applicable;
 - Per unit charges of the power back-up (i.e. wiring of DG Set) which will be decided at the time of offer of possession depending upon prevailing prices of fuel;
 - Electrical installation / transformers / Gen. Set/ E.S.S. equipment and cabling shall be designed with 60 % diversity factor therefore for 10000 KVA load only 6000 KVA capacity shall be installed;
 - Service Taxes and / or 10% any other levies, duties, taxes as applicable shall be payable additionally;
 - Prevailing Service Tax on BSP (8.09 % / 3.798 %), PLC (12.36 %), Power Back-up (12.36 %), Parking (8.09 % / 3.798 %).
- Terms and conditions forming part this builder buyer agreement for the purpose of allotment of a residential unit in the project named "SAMRIDHI GRAND AVENUE" being developed by m/s samridhi realty homes pvt. Ltd. are as follows:

Definitions and Interpretations

For all intents and purposes and for the purpose of terms and conditions set out in this Application Form singular includes plural and masculine includes feminine gender. Further in this Application, the following words and expressions, when capitalised, shall have the meaning assigned herein. When not capitalised, such words and expressions shall be attributed their ordinary meanings.

"Applicant"	Means person(s), applied for allotment of the said Unit, whose particulars are set out in the Application Form and who has appended his/her signature in acknowledgement of having agreed to the terms & conditions of the Application Form;
"Application Form"	Means whole of this complete Application Form including payment plan, specifications chart, annexure, schedules, terms and conditions for allotment of the said Unit in the proposed Project;
"Builder Buyer Agreement"	Means Allotment Letter confirming the booking of the Unit by the Company containing standard terms and conditions duly executed between the Company and Allottee(s) including its Annexure.
"Allottee(s)"	Means those who have executed the Builder Buyer Agreement over standard format of Company thereafter a particular Unit(s) has been reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant the other will be considered as Co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the Unit.
"Unit Act"	The Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010.
"Area"	<p>a) Area of land: Total Area of land over which the project is going to be constructed.</p> <p>b) Super Built-up Area: Means the covered area of the said Unit including Poly Line Area, the entire area enclosed by its periphery walls including area under walls, columns, balconies and lifts etc. and half the area of common walls with other premises/Units which form integral part of said Unit and equally distributed proportions of common areas shall mean all such parts of areas in the entire said project which the applicant(s) shall use by sharing with other occupants of the said project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and services ledges on all floors, common corridors, and passages, staircases, staircase shaft, mummies, water tanks, UG water tanks, STP, Guard Room, Electrical sub-stations, service area including but not limited to the machine rooms, security/ fire control rooms, maintenance offices/stores etc, if provided.</p> <p>c) Poly Line Area: All constructed area of an Unit with or without roof including walls, columns, beams, cupboards, use able shafts, balconies, and terrace with or without roof.</p> <p>d) Carpet Area: The covered area of the usable rooms at any floor level (excluding the area of the wall), as per NBC-2006.</p> <p>e) Common Area and Facilities: Means all facilities to be used by all the Unit, such as entrance lobbies, corridors, staircases, staircase shafts and mummies, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the project, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.</p> <p>f) Independent Area: Means the Areas which have been declared but not included as common areas for joint use of Units and may be sold by the company/promoter without the interference of other Unit owners.</p> <p>g) Limited Common Area and Facilities: Means those areas and facilities which are designated in writing by the promoter before or at the time of Allotment, sublease or other transfer of any Unit as reserved for use of a particular or certain Unit or Units to the exclusion of the other Units.</p>
"Cost of Unit"	Means consideration amount for sub-lease of Unit inclusive of other charges as mentioned in Clause 6 "Cost of Unit" of the Application Form.
"Company"	Means "SAMRIDHI REALTY HOMES PVT. LTD." a company registered under The Companies Act, 1956 having its registered office at 801, Anurachi Building, 19, Barakhamba Road, Connaught Place, New Delhi, 110001
"CREDAI"	Means Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the Unit/Unit buyers and developers. It shall have a code of conduct and the Developers according to its code of conduct.

Authorised Signatory

Authorised Signatory

"Force Majeure Clause"	Means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application Form, which shall include but not limited to: a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters. b) Explosions or accidents, air crashes and shipwrecks, act of terrorism. c) Strikes or lock outs, industrial dispute. d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to non supply or delay in supplying of road, electricity, sewer and water supply up to the boundary walls of said project by the GNIDA/Authority concerned.
	e) War and hostilities of war, riots, bandh, 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 restricts the party/company from complying with any or all the terms and conditions as agreed in this Document. g) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever. h) Any other event or circumstances analogous to the foregoing.
"Layout and Plans"	Means the Architectural Drawings of project comprising whole planning of construction, open areas and drawings of particular block, floor and a particular Unit.
"Payment Plans"	Means the mode of payment towards the captioned booking of Unit having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
"Project"	The group housing project proposed to be developed by the Company on Group Housing Plot No. DV-GH OSD OF GH-05, Sector-Techzone-IV, Greater Noida (West).
"Maintenance Charges"	Means the charges to be paid by the applicant(s) for the maintenance and upkeep of the Said Project as stipulated / decided by the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said Unit, payable on monthly basis.
"Project/Scheme"	Means SAMRIDHI GRAND AVENUE proposed to be constructed at Plot No. GH-08D, Tech zone-IV, Greater Noida (West).
"RWA"	Means the Resident Welfare Association, an Association of the Unit owners which shall be duly formed as per The Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any amendment thereto.
"Taxes"	Mean any and all prevailing taxes payable 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 contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Unit/Said Project.

M/s Samridhi Realty Pvt. Ltd.

[Signature]
Authorized Signatory

[Signature]
18/02/15

"Land Details"	Whereas Greater Noida Industrial Development Authority invited bids under its scheme code BR3-03/2010 for allotment of various plots, including Plot No. GH-08, Sector-Techzone-IV, Greater Noida, District Gautam Budh Nagar (Uttar Pradesh) for development of Large Group Housing Builders Plot. Whereas M/s Annapali Dream Valley Private Limited was the successful bidder for Plot No. GH-08, Sector-Techzone-IV, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh measuring 354298 square metres. Whereas the Allotment letter/bid document/brochure provides that the Developers shall get the Lease Deed of the said plot executed in it's own name for a period of 80(Ninety) years from the date of it's execution. Whereas Greater Noida Industrial Development Authority as a Lessor vide Lease Deed dated 25-02-2011 duly registered with the sub registrar, Greater Noida, Gautam Budh Nagar, Uttar Pradesh registered in book no. 1 Jld No. 8049 Page No. 1 to 30 document No. 3267 demised the said plot for a period of 90 years from the date of its execution in favour of M/s Annapali Dream Valley Private Limited (hereinafter referred to as the Lessee Deed) on terms and conditions contained therein. Whereas M/s Annapali Dream Valley Private Limited as Lessee executed a Sub-Lease Deed dated 17-07-2013 in favour of M/s Samridhi Realty Homes Pvt. Ltd and as per the Layout Plan, allotted Group Housing Plot No. DV-GH OSD OF GH-05, Sector-Techzone-IV, Area 27989.00 Sq. Mtr which is now being developed by M/s Samridhi Realty Homes Pvt. Ltd. The said sub lease deed is duly registered vide Registration No. 14744 of 2013 Book No. 1
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1. TIME IS THE ESSENCE

1.1. That it is understood by the Parties herein that the timely payment is the essence of this Builder Buyer Agreement. Timely payment of each instalment and other charges shall be the ESSENCE. It shall be incumbent on the Allottee(s) to comply with the terms of payment and/or other terms and conditions of allotment as stipulated herein. The schedule of instalments as opted in the Application form/mentioned/ forming part of this Builder Buyer Agreement shall be final and binding over the Allottee(s).

2. PAYMENT, FAILURE AND DELAY

2.1 That the schedule of payment/instalment mentioned in the procllet has been duly explained to the Allottee(s). The receipt of the scheduled payment on time shall be the responsibility of the Allottee(s). It is clearly agreed and understood by the Allottee(s) that it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Allottee(s) as per the schedule of payments or obligations to be performed by the Allottee(s) and that same shall not be claimed as a right by the Allottee(s) or duty/obligations of the Company.

2.2 The Allottee(s) hereby agrees that 10% of the Cost of the Unit shall constitute earnest money (Earnest Money) and in case of non-fulfillments of these terms & conditions by the Allottee(s) or if inability is expressed by the Allottee(s) to perform higher part of this contract, the allotment shall stand cancelled and the Earnest Money paid by him/her to the Company shall be forfeited and balance amount, after adjustment of overdue interest and other dues if any shall be refunded to the Allottee(s) without any interest after 120 days from date of cancellation of allotment.

2.3 The Allottee(s) agrees and understands that the period of 120 days is a period which is required for processing the refund of the Allottee(s) and the same is in no way unreasonable. Further the Allottee(s) agrees and undertakes not to challenge the period of 120 days on any account including claiming the same as unreasonable.

2.4 That the instalments of payment of the Unit will be due at the intervals as per prescribed payment plan(s) mentioned in the Builder Buyer Agreement and opted in the Application form. It is agreed and understood by the Allottee(s) that the payment of due instalment, first of all shall be adjusted towards the interest due or any other dues, if any and thereafter the remaining amount shall be adjusted in the principal amount due. In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of this Builder Buyer Agreement by the Allottee(s), the allotment will be cancelled and 10% of the cost of the Unit will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds for more than fifteen days then there will be no grace period and interest @ 18% per annum shall be charged from the day one. In the event of any of a prolonged delay where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretion condone the delay in respect of payment by enhancing the cost of the apartment as per the prevailing rates or charges at a rate of 18% per annum whichever is higher.

[Signature]
Authorized Signatory

[Signature]
14/02/15

3. SUPER BUILD-UP AREA

- 3.1 That the consideration is for the total area of the said Unit which will be sub-leased, which is known as "Super Built Up Area" as defined herein above. That all other rights excepting what have been mentioned including easement rights, open spaces, unsold flats/Units, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, service Unit, community, clubs, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the Company, who will have right and the authority to charge membership or such other form of charges for such facilities and dispose of the assets whatever states above. That the dimensions shown in the brochures, maps or any other documents has been calculated on non plastered brick wall to brick wall basis. The Company can sub lease the vacant Unit(s) or the complete Block of the Unit(s) as a whole or in part to one or more person(s)/Company(ies)/ institution(s) whatsoever.

4. DESIGN, LAYOUT, PLANS AND SPECIFICATIONS

- 4.1 That the building plans of proposed project have been duly submitted/sanctioned by Greater Noida Industrial Development Authority (GNDA) vide its sanction letter dated 04.08.2014 being BP-3308/44/FB-4620. The project will have Units of different sizes and dimensions in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing rooms, parking and spaces for public amenities, community, clubs, storage and commercial constructions etc.
- 4.2 That the Allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the Company in respect of the aforesaid Project. The drawing and plans of the Project has been displayed at the site office of the Project & the registered/corporate office of the Company. The Allottee(s) agrees and understands that the showflat constructed at the site (if any) is not in accordance to the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and others items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of this Builder Buyer Agreement.
- 4.3 That the Allottee(s) agrees and understands that any request for any change in construction/specification of any type in the Unit will not be entertained.
- 4.4 That as per the Layout Plan it is envisaged that the unit on all the floors shall be sold as an independent Unit with impartible and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the Unit. It is clarified that only the Allottee(s) of the Unit of a particular floor/block will have an undivided interest in limited common facilities for dwelling units of individual floor/block. (Limited Common Areas and Facilities for Units mean those common areas which have been reserved by the Company for the use of certain unit or units to the exclusion of other units). And also an undivided interest in the General Common Areas and facilities of the Project.
- 4.5 That the Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree that the Company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Company by an order or direction by the Government/GNDA or any other local authority or body having jurisdiction in this regard.
- 4.6 That the permissible FAR shall be as per the prevailing Building Byelaws of the GNDA which comprises limited nos. of the Units/flats in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR and Green Building FAR etc shall be permissible as per the Authority's regulations time to time. Also that in the eventuality of change in FAR the Company shall have the right to explore the terrace to achieve the enhanced FAR. That the Company can make any type of change in layout/ elevation/design/alteration in open spaces area etc. as and when required and deemed fit by the Company and by signing this Builder Buyer Agreement, it shall be presumed all time consent of the Allottee(s) for all which has been stated herein.
- 4.7 That the specifications of the Unit are subject to change as described in Annexure-B, necessitated during construction and in such an event material of equally good quality shall be used. That the decision of Company's Architects on such changes will be final and binding on the Allottee(s)

5. EXECUTION OF DOCUMENTS

- 5.1 That the Allottee(s) undertakes to execute the maintenance agreement, parking allotment, agreement for supply of electricity, agreement for power back-up etc. with the execution of Builder Buyer Agreement or at such other time as and when called upon by the Company. The set of all these documents are available in a printed format and in soft copy. If the Allottee(s) doesn't agree with any of the terms and conditions or the content therein, the Allottee(s) can cancel the said booking and ask for refund of amount deposited without any interest before signing the Builder Buyer Agreement only. However after signing of the Builder Buyer Agreement the Allottee(s) if asks for refund as a result of the above, then 10% of the amount of the Unit will be forfeited and balance amount, if any will be refunded without interest.

- 13.3 That it is agreed and understood by the Allottee(s) that the date given in this Builder Buyer Agreement for completion of construction of Unit is an assessment only and construction could be completed earlier to that as well. In the event the construction gets completed prior to the date mentioned in this Builder Buyer Agreement then the Allottee(s) shall not refuse for taking the possession on any ground whatsoever.

- 13.4 That a written intimation for completion of project (herein after referred as "Offer for Possession") will be sent to the Allottee(s) and a "Fit-out-Period" of one quarter (three months) will commence from the date of the Offer for Possession. The said "Fit-out-Period" is in order to facilitate the Allottee(s) to communicate the exact date by which he/she/they or any of duly appointed attorneys will be taking physical possession of the Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of sub lease deed etc. The installation of sanitary-ware, wash basin, kitchen sink, wooden flooring, hardware accessories, final touch of paint etc. will be done during the said "Fit-out-Period" only, which will take around 30 to 45 days for an individual Unit and Allottee(s) may get these final installations done in his/her/their own presence, if desired.

- 13.5 That after having complied with the above-mentioned clause and after taking possession of Unit the Allottee(s) shall have no claim against the Company as regards quality of work, material, pending installation, area of Unit or any other ground whatsoever. Further, the Company after handing over the possession of a particular Unit shall in no way be responsible for safety, stability etc. of the structure.

14. DELAY IN POSSESSION

- 14.1 That subject to the Force Majeure reasons, if there is delay in handing over the possession of Unit beyond 6 months (Period of 6 months shall be considered as a grace period) from the proposed date of possession, then the Company will pay to the Allottee(s) delayed possession charges @ Rs. 5/- per sq. ft. per month for the super built-up area of the Unit for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due instalments from the Allottee(s) were received in time. Vice-versa the penalty of Rs. 5/- per sq. ft. per month on delay in taking in possession shall also be applicable over the Allottee(s) and payable by the Allottee(s), if the Allottee(s) does not proceed with the requisite compliance as per the letter of "Offer for Possession". The said penalty shall commence from the date of expiry of Fit-out period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & condition of the Company shall be entitled and entertained. Further in case of Bank loan the due amount will be refunded to the bank and balance amount will be refunded to the Allottee(s).

- 14.2 That any delay on account of the authority for instance of the completion certificate shall not be considered as any delay on account of the 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 i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.

15. VISITATION RIGHTS

- 15.1 That the Allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the Company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Allottee(s) or any family member accompanying Allottee(s).

16. DEFECT LIABILITY

- 16.1 That there will be defect liability period of two years as per Apartment Act 2010 Chapter II Clause 4(B), from the date of Offer for Possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wastage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.

17. REGISTRATION OF SUB LEASE DEED

- 17.1 It is hereby agreed understood and declared that the Sub lease Deed/Registry of the Unit shall be executed and registered in favor of Allottee(s) after the Unit has been finally constructed at the site, after receipt of total consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sub lease Deed/Registry, registration charges, fees, miscellaneous expenses and Advocate's legal fees/charges, these fee and charges shall be borne and paid by the Allottee(s). The Allottee(s) will be responsible and liable for paying stamp duty/penalty/interest as per the Stamp Act and stamp duty and deficiency of stamp thereon if imposed by the government/competent authority. As per the Builder Buyer Agreement, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the Allottee(s).

Signature
Date 16/2/15

Signature
Date 16/2/15

17.2 That until a Sub lease Deed is executed and registered, the Company shall continue to be owner of the Unit, the allotment shall not give any title to the Allottee(s) even though all the payments have been received by the Company. It is further clarified that the Company is not constructing an Unit as a contractor to the Allottee(s) on the other hand Company is constructing the project on its own as a promoter, the sub-lease will be affected after the actual construction/finishing of the Unit and by way of an executed Sub-lease Deed. The Company shall have first lien and charge over the Unit for all its dues that may/become due and payable by the Allottee(s) to the Company.

18. TAXES, LEVIES AND OTHER STATUTORY OR OBLIGATORY PAYMENTS

18.1 That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the Allottee(s) from the date of possession or deemed date of possession declared by the Company, whichever is earlier.

18.2 That if there is any Service Tax, Trade Tax, V.A.T., G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the Company as consequences of Court order/Government/GNDA/Statutory or other local authority(ies) order, the Allottee(s) shall be liable to pay his/her/their proportionate share for the same to the Company as and when demanded. In future if the appropriate authorities impose any tax due to this transaction then the Allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.

19. LEGAL COMPLIANCE

19. That the Allottee(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the Allottee(s) shall abide by all laws, rules and regulations of the GNDA/local authority/State Gov./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the Company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the Unit. The Unit shall be used for the residential purpose only & no business will be carried out from this unit.

20. MORTGAGE AND LOANS

20.1 That it is hereby agreed, understood and declared that the Company may take construction finance/demand loan for construction of the above said Project from the bank/financial institutions after mortgaging the land/Unit of the said Project to which the Allottee(s) has no objection.

20.2 That in case the Allottee(s) wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the Unit applied for, the Company shall facilitate the process subject to the following:

- i. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- ii. The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Allottee(s). Timely payment being the main essence of the booking and any delay in making payment, due to any reason whatsoever including non sanction of loan from Bank or any other reasons shall be the sole responsibility of the Allottee(s).
- iii. The Company has the right to raise finance from any Bank/Financial Institution/ Body Corporate and for this purpose create equitable mortgage of the 'Said Land' in favour of the one or more of such financial institutions and for such an act the Allottee(s) shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction/development of the Complex, notwithstanding the foregoing the Company shall ensure to have any such charge, if created, vacated on completion of the Project/Complex or before execution of the document/lease deed.

21. NUISANCE AND ANNOYANCE

21.1 That the Unit shall be used only for the residential purpose, the purpose which may or likely to cause public nuisance/not permissible under the law shall not be allowed.

22. ALTERATIONS IN UNIT

- 22.1 Any type of encroachment/construction in the entire Project including roads, lobbies, roof etc. shall not be allowed to the Unit's owners or associations of Unit's owners. They also shall not be permitted for closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party.
- 22.2 Any alteration in elevation and outside color scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of Unit, signboard, publicity or advertisement material outside the Unit or anywhere in the common areas shall not be permitted.
- 22.3 Any type of change inside the Unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting the structure therefore no change is allowed.

6. ADDITIONAL CHARGES

- 6.1 The Allottee(s) agrees and undertakes to additionally pay External Development Charges, Club Charges, Fire Fighting Charges, advance maintenance charges and all other such charges as are mentioned in the payment plan or may be decided by the Company from time to time.
- 6.2 That the Allottee(s) undertakes to pay extra charges on account to External Electrification Charges (EEC) as demanded by the Company. External Electrification Charges comprise providing Transformer, Panels, VCB's, Cables, Pumps, Street Lighting & Common Areas Lighting. The EEC @ Rs. 40/- per sq. ft. have been fixed based on cost of service & material/consumables as prevailing in May 2014 and may be changed depending on the variation and cost prevailing at the time of offer of possession and may be charged accordingly.

7. INTEREST FREE MAINTENANCE SECURITY

- 7.1 The Allottee(s) shall pay and clear all dues at the time of Offer of Possession. That an interest free maintenance security deposit @ Rs 25/- per sq. ft. of the Super Build-up Area/Saleable area and Sinking Fund @ Rs 20/- per sq. ft. of the Super Build-up Area /Saleable Area shall be paid by the Super Build-up Area to the Company before possession.

8. TRANSFER CHARGES

- 8.1 The Allottee(s) agree and understand that an NOC from the Company/Maintenance Agency is required for clearance of dues prior to the sale of Unit by the Unit owner otherwise the subsequent buyer will not be allowed. The transfer shall be effected by the Company upon receipt of the payment of Rs. [100] per Sq. ft as transfer charges.
- 8.2 In case issuance of Builder Buyer Agreement, tri partite agreement, permission to mortgage or any other document is required and requested by the Allottee(s) or bank/ financial institution for any reason, the Company has sole right to either issue them or reject the application of issuance. If they are released by the Company, the same shall attract a minimum fee of Rs. 10000/- plus Service Tax as applicable every time, as administrative charges and shall be payable by the Allottee(s).

9. ALTERATIONS AND MODIFICATIONS

- 9.1 That any alteration/modification as the Company may deem fit or as directed by any competent authority(ies) resulting $\pm 5\%$ change in the super built-up area of the Unit including terrace/balconies, there will be no extra charges/claim by the Company also the Allottee(s) shall not be entitled for any refund. However any major alteration/modification resulting in more than $\pm 3\%$ in super built-up area, including terrace/balconies of the Unit, any time prior to and upon the possession of the Unit the Company will intimate to the Allottee(s) in writing about the changes thereof and the change in the enhanced cost of Unit. The Allottee(s) agrees to pay that amount to the Company. The Allottee(s) have to give his/her their consent or objection within 30 days from date of such notice. In case the Allottee(s) doesn't give consent and objects for such change the allotment shall be canceled and the Company will refund the entire money received from the Allottee(s) without any deduction and with simple interest @ 8 % per annum on the amount paid by the Allottee(s). No other claim of the Allottee(s) shall be considered in this regard. It shall always be clear that any alteration/modification resulting in more than $\pm 3\%$ change in the super built-up area of the Unit, including terrace/balconies, then the demand or refund shall be applicable for the entire area e.g., : for a $\pm 4\%$ change the demand or refund shall be applicable for the total 4 % area.

10. PARKING AND BASEMENT USAGE

- 10.1 That the parking will be available inside the project, as per the type opted by the Allottee(s) in this Builder Buyer Agreement.
- 10.2 The car/vehicle shall be parked within the same parking space allotted to the intending Allottee(s). That one parking, either Open or Covered, is mandatory.
- 10.3 The Company reserves its rights to allot the un-allotted parking spaces in future even after handing over the maintenance of the said Project to the Resident's Welfare Associations of the Project. The R.W.A. or owners/ Allottee(s)/occupiers/Applicant(s) of the Units shall not have any right over the un-allotted parking spaces.
- 10.4 No vehicle will be allowed inside the project except those who have reserved the car parking space.
- 10.5 That the basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc

11. ELECTRICITY AND POWER BACK UP

- 11.1 That single point electric connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the Allottee(s) through pre-paid meters. The Allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/their in the Application Form and also according to all other Terms & Conditions as per the Electricity Supply Agreement.

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- 11.2 That the Allottee(s) has availed Power back-up facility as opted by him/her/them in the Application Form. Further it is understood by the Allottee(s) that no request for additional power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG set) shall be subject to the prevailing rates of fuel at the time of possession.
- 11.3 That any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will always be final, once opted by the Allottee(s) in the Application Form.
- 11.4 That the rate for Electricity charges will be as per the rates of State Electricity Board which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses @ 8% of the unit charges will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable by the Allottee(s) along with the consumed unit charges at such rate as decided by the Company on the basis of the cost of the inputs like diesel/gas etc. and will increase/decrease along with the cost of these inputs. Details are attached with 'Electricity Supply Agreement'.
- 11.5 That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the Allottee(s) will be decided by the Company.

12. MAINTENANCE

- 12.1 The Allottee(s) agrees and understands that in order to provide necessary maintenance services, the maintenance of the said Project/said Complex may be handed over to the Maintenance Agency. The Allottee(s) agrees to enter into a Maintenance Agreement with the Company or the Maintenance Agency so appointed by the Company, as the case may be, for maintenance and upkeep of the said complex (including common area and facilities) and undertakes to pay the maintenance bills/charges thereof.
- 12.2 The company reserves the right to change, modify, amend and impose additional conditions in the Maintenance Agreement at the time of its final execution. The maintenance charge shall become applicable/ payable after thirty days from the date of Offer of Possession, irrespective of whether physical possession has been taken or not.
- 12.3 That the monthly maintenance charge on Super Build-up Area/Saleable Area basis along with club usage charges shall be payable in advance, by the Allottee(s) to the Company/ Maintenance Agency for a period of 24 (Twenty Four) Months only and upon the expiry of the said period of 24 months the same shall be payable by the Allottee(s) on a monthly basis.
- 12.4 The Maintenance Charges shall be more elaborately described in the Maintenance Agreement, however the same shall not include the charges for actual consumption of utilities in the said Unit including but not limited to electricity, water, sewerage charges etc which shall be charged on monthly basis on actual consumption/ usage and also does not include any statutory payments/taxes with regard to said complex/building/Unit. The Maintenance charges will be calculated on the basis of actual cost of maintenance services + 25 % as overhead cost/Service Charges.

The Maintenance Charges with respect to said Apartment will be computed as under:
 (Total Cost of Maintenance Service/Total Super Build-up Area of all Units X Super Area of the said Unit)

13. POSSESSION

- 13.1 The Company shall endeavor to complete the construction of the Unit on or before 36 months from the date of this builder buyer agreement subject to timely payment of the instalments and other charges as and when due by the Allottee(s) in terms of the schedule of payment chosen by the Allottee(s) and also subject to the force majeure reasons so specified in this Builder Buyer Agreement. No claim by way of damage, compensation shall be against the Company in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company or in case the Allottee(s) is/ are in breach of their payment obligations.
- 13.2 That the proposed project being SAMRIDHI GRAND AVENUE comprises many Blocks. As soon as the construction of particular Block will be completed with all the basic amenities attached to that Block, the Company after applying for the completion certificate of particular Block to the authority concerned, will offer the possession of the Unit in that Block to the Allottee(s). The construction of remaining Blocks will be on going. It can take further time till the completion. The Allottee(s) undertakes to take possession of his/ her/their Unit as and when it will be offered to the Allottee(s) and the Allottee(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or on going construction of other Blocks or any for other reason whatsoever. It is hereby agreed and understood by the Allottee(s) that the completion certificate in part could also be applied for a particular Block of the Project after completing the construction, depositing the requisite fee and obtaining the NOC's from the concerned departments. Therefore the gap after applying for completion certificate for issuance of a completion certificate shall not be a reason for denial of taking the possession by the Allottee(s).

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23. HANDING OVER OF MAINTENANCE

- 23.1 That at the time of handing over the maintenance of the project to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipment with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling under the common area will be handed over to the RWA.
- 23.2 That all the un-sold Spaces and areas which are not falling the part of common area shall continue be the property of the Company and all right are reserved with the Company for the said areas.

24. INSURANCE

- 24.1 That the contents of each Unit along with the connected structural part of the building shall be insured by the Allottee(s) at his/her/their own cost against the fire, earthquake etc. the Company after handing over the possession of a particular Unit shall in no way be responsible for safety, stability etc. of the structure.
- 24.2 The Allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.

25. CHANGE OF ADDRESS

- 25.1 That it shall be the responsibility of Allottee(s) to inform the Company by Registered A/D letter about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notices and letters posted at that address (if change in address is not intimated) shall be deemed to have been received by the intending Allottee(s) and the Company shall not be responsible for any default.

26. FEMA

- 26.1 In case of NRI Allottee(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be the responsibility of the Allottee(s).

27. MISCELLANEOUS

- 27.1 That the amenities like Road, Electricity, Sewer and water supply same shall be provided by the GNDA/ Authority Concerned up to the boundary of said Project. The Company will carry out all the above mentioned amenities within boundary of the said Project i.e. internal development of the Project. The delay in providing the above said facility on the part of the GNDA/Authority Concerned shall not be considered the delay on part of the Company.
- 27.2 That the Allottee(s) & Co-Allottee (if any) will have equal share in the Unit and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank. If, availed a loan from co-allottees. Similarly in a divorce case or where a dispute arises between the Allottee(s) inter-se, the booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern, if any. The above stated circumstances, if so occur, will not alter the obligation of the Allottee(s)/ or their legal heirs, as the case may be, in making payment of the consideration towards the Unit as per the payment plan and in the event of the Allottee(s)/Legal heirs fail to fulfil their obligations in compliance with the terms and conditions so set forth herein including the payment plan then the Company shall be within its right to cancel the booking and refund the balance amount, if any after making deductions as contained herein. For the refund in an above said case, consent of all Allottees shall be necessary and otherwise the amount shall be refunded in equal share between/among all the Allottees.
- 27.3 In case the project is abandoned for any reason beyond the control of the Company, or otherwise if the Company decides to abandon the project, the amount paid by the Allottee(s) will be refunded without any interest within reasonable time of it being abandoned and the Allottee(s) undertakes not claim any further amount in any form whatsoever.
- 27.4 In case the Company decides for any reason whatsoever, to continue the project under a different name other than 'SAMRIDHI GRAND AVENUE', then the Allottee(s) undertakes not to raise any objection whatsoever be the reason of such change in name.

28. DISPUTE RESOLUTION

- 28.1 That in the event of any dispute whatsoever arising or connected with the booking/allotment of the said Unit, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) India. The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Court subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or connected with this application.


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[Handwritten signature and date: 14/02/15]

29. That the following Annexure are annexed herewith which are also being the part of this application form.

- a) Payment Plan
- b) Specification Sheet
- c) _____
- d) _____

I/we have fully read and understood the terms and conditions mentioned herein above, terms and conditions of the Sub-Lease Deed dated 17.07.2013 executed in favour of the Company and terms and conditions of the Scheme Code BRS-03/2010 and I/we agree that all shall be binding over me/us. It is clear to me/us that for any change in layout of the project if my/our written consent is required as per law then I/We hereby give consent that the Company can make any type of change in layout/elevation/ design, coverage area, common area, limited common area besides alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.


Authorised Signatory

SAMRIDHI REALTY HOMES PVT. LTD.
801, Anandhal Building, 19, Barakhamba Road
Connaught Place, New Delhi, 110001
Phone: +91-11-41416513 www.samridhi Realty.com

Allottee Signature


14/02/15

SPECIFICATIONS

SUPER STRUCTURE

Earthquake resistant RCC frame structure, designed as per norms. High speed lifts and wide staircase with easy steps.

FLOORING

Vitrified Tiles in Drawing/Dining/Bedrooms and Wooden Flooring in One Bedroom.

KITCHEN

Semi Modular with Granite Top working platform. Stainless Steel Sink, Ceramic Glazed Tiles 2 feet above working platform.

TOILET

Anti-skid Ceramic Tiles, Ceramic Tile up to door level on the wall, CP fittings of Jaquar or equivalent.

EXTERIOR

Exterior in Superior Paint Finish.

INSIDE FINISH

Inside Walls with POP punning and OBD.

DOORS/WINDOWS

Entrance Gate made of Wood/Skin Molded Door, Internal Doors with hardwood frames with flush doors/ Skin Molded Doors with good quality Hardware Fittings.

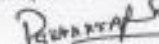
BALCONY

Anti Skid Ceramic tiles.

ELECTRICAL

Copper wiring in concealed P.V.C. conduits, with MCB supported Circuits & sufficient No. of light and power points. Provision for DTH Connection, Telephone, Internet point in One Bedroom.

For Samridhi Realty Homes Pvt. Ltd.


Authorised Signatory


14/02/15

FORM-A
Consent for Change in Area

I/We have fully read and understood the terms and conditions mentioned herein above and the terms and condition of the scheme code _____ and the Lease Deed executed in the favour of SAMRIDHI REALTY HOMES PVT. LTD. Company, by the GNDA and all shall be binding over me/us. It is clear to me/us that for any change in layout of the project, my/our written consent is required as per the applicable law, I/we hereby give consent to that the Company can make any type of change in the layout/elevation/design/coverage area/common area/limited common area besides alteration in open space etc. My/Our consent will be presumed as all time written consent for the same.

Yashpal Singh
14/02/15
ALLOTEE(S)

WITNESS

1 _____
2 _____

For Greater Noida West PVT. Ltd.

Ramesh
Authorized Signatory

FORM-B

Undertaking by the person acquiring apartment Under Section 10(B) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010

Office of Greater Noida Industrial Development Authority (GNDA)

By:

Mr./Ms./M/s _____

Address: _____

Acquired Flat/Apartment No. _____ at Tower _____ in project SAMRIDHI GRAND AVENUE, Greater Noida (West), District Gautam Budh Nagar, Uttar Pradesh, by way of gift, exchange, purchase, or otherwise or taking on lease of the Flat/ Apartment from SAMRIDHI REALTY HOMES PVT. LTD.

I hereby Undertake to comply with the covenants, conditions and restrictions, subject to which the said land was taken on lease by SAMRIDHI REALTY HOMES PVT. LTD., before the date of transfer of such flat to the third party.

Further, I shall be bind by the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

Yashpal Singh
14/02/15
ALLOTEE(S)

WITNESS

1 _____
2 _____

Ramesh
Authorized Signatory

To Whom It May Concern

Customer Id: S-00265
Name : Mr. Yashpal Singh Lodhi
Address: B-634, Gali NO-10/3, Meer Nagar,
Shahdara DELHI- 110064

Date: 13/02/2015
Project Name: SAMRIDHI GRAND AVENUE
Tower Name: K
Unit Address: K-302
Booking Date: 27/01/2015
Channel Partner Name: Promise Real Estate

Super Area	1280 (Sq. Ft)	Free Qty	Paid Qty	Rate	Amount	Service Tax	Total Amount
Basic Price				3750/Sq. Ft.	40,06,800	1,23,810	41,30,610
Corner Facing				50/Sq. Ft.	54,000	6,674	60,674
Open boulevard 130 m road facing				150/Sq. Ft.	1,82,000	30,023	2,12,023
Dual Meter Charges			1	25000.00	25,000	3,094	28,094
Total					42,47,800	1,53,598	44,01,398

Total Unit Cost: Rs.44,01,398/-

Payment Plan: SUBVENTION PLAN

S.NO	Installment Name	Installment Date	Installment Amount			Paid Amount			Outstanding		
			Amount	Service Tax	Total Amount	Amount	Service Tax	Total Amount	Amount	Service Tax	Total Amount
1	On Booking	27 Jan 2015	4,24,780	15,360	4,40,140	4,20,498	14,830	4,35,328	4,282	529	4,812
2	Within 30 days	28 Feb 2015	8,49,560	30,720	8,80,280	0	0	0	8,49,560	30,720	8,80,280
3	On 1st Floor roof slab	N/A	8,49,560	30,720	8,80,280	0	0	0	8,49,560	30,720	8,80,280
4	On Top Floor roof slab	N/A	8,49,560	30,720	8,80,280	0	0	0	8,49,560	30,720	8,80,280
5	External Plaster	N/A	8,49,560	30,720	8,80,280	0	0	0	8,49,560	30,720	8,80,280
6	On after of Possession	N/A	4,24,780	15,360	4,40,140	0	0	0	4,24,780	15,360	4,40,140
Total			42,47,800	1,53,598	44,01,398	4,20,498	14,830	4,35,328	98,27,502	1,38,707	99,66,209

For SAMRIDHI REALTY HOMES PVT LTD

I/We hereby solemnly Confirm & affirm the above payment terms & schedule.

For Greater Noida West PVT. Ltd.

Authorized Signatory

Ramesh
Authorized Signatory

Allocee(S)

Mr. Yashpal Singh Lodhi

Yashpal Singh
14/02/15

Note:

- 1- Service tax is calculated as per prevailing rate as on the date of allotment letter. Any future change in service tax rate, scheme, procedure or any increase / decrease in service tax will be on allotment account.
- 2- JWS will be paid at the time of possession.

Receiving Letter of The Registry Documents

Client Name		Unit Number
Yashpal Singh Lodhi		K-301
S.No	List of the Documents	
1	Registry	Rund 9/12/20
2	Possession Letter	Rund 9/12/20
3	Maintenance Agreement	Rund 9/12/20
4	Car Parking Allotment	Rund 9/12/20
5	Supply of Electrical Agreement	Rund 9/12/20
6	Do's & Don'ts Letter	Rund 9/12/20

I Yashpal Singh Lodhi hereby confirms that I have received above said documents personally.

1. Signature of the Giver

E
09.12.2020

2. Signature of the Receiver

Yashpal Singh Lodhi
09/12/20
Mob. 7906824242



उत्तर प्रदेश UTTAR PRADESH

FF 164162

AGREEMENT FOR SUPPLY OF ELECTRICAL ENERGY

This Electricity Supply Agreement (hereinafter referred as Agreement) is made at Greater Noida, on this 28 day of DEC, 2019.

BETWEEN

Anandi Consultants Private Limited, a Company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered Office 205, 2nd Floor, Building No. 949, Gali No. 3, Naiwala Karolbagh, Delhi-110005, hereinafter referred to as the "**Maintenance Agency**" and/or "**First Party**", through its Authorized Signatory Mr. Anurag Agarwal S/o Shree Pramod Kumar Agarwal vide Board's Resolution dated _____, which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the One Part.

AND

MR. YASHPAL SINGH LODHI (PAN AFAPL2895K) (Aadhaar Card No.2192\0574-5439) S/o Shri Ram Charan Singh R/o Mophammdabad Urf Meria, Haridwar, Bulandshahr, Surajpur Makhena, Uttar Pradesh-202390, (Mob.7906824245) (herein after jointly referred to as '**the USER/Allottee**') which expression shall unless it be repugnant to the subject or context or meaning thereof means and includes its successors (executors, administrators and assigns) of the **SECOND PARTY**.



For & on behalf of
M/s Anandi Consultant Pvt. Ltd.

USER/ALLOTTEE



For & on behalf of
M/s Samridhi Realty Homes Pvt. Ltd.

AND

M/s. **SAMRIDHI REALTY HOMES PVT LTD** a Company incorporated under the Companies Act, 1956 and having its corporate office at PLOT NO. - GH09D ,TECH ZONE -IV , GREATER NOIDA WEST through its authorized representative Mr. Anurag Agarwal S/o Shree Pramod Kumar Agarwal (hereinafter referred to as "**developer**"), which expression shall unless it be repugnant to the subject or context or meaning thereof means and includes its successors, executors, administrators and assigns) of the **COMPANY/THIRD PART & CONFORMING PARTY**;

In this Agreement "**the User/Allottee**", "**Agency**" and "**Developer**" may individually be referred to as "**Party**" and collectively as a "**Parties**".

The term "**User**", either singly or jointly, shall include the original allottees, the Sub-Lessee and the subsequent purchasers of the Flat/Unit.

WHEREAS the User/Second Party has taken over possession of the Flat/Dwelling Unit bearing No. **301**, Tower-K on 3rd Floor, Total Super area approximate **1080 Sq. Ft. i.e. 100.37 Sq. Mtrs.**, built on Plot No-DV-GH 09D, Sector-Techzone-IV, Greater Noida (West), U.P., (hereinafter referred to as the "**Said Flat/Unit**") in the Multi storied Group Housing Complex called "**SAMRIDHI GRAND AVENUE**" built at Plot No-DV-GH 09D, Sector-Techzone-IV, Greater Noida (West),UP, conveyed to M/s. **SAMRIDHI REALTY HOMES PVT LTD**, a company registered under the provisions of Companies Act, 1956, having its corporate office at 438, Jagriti Enclave, Delhi-110092 (hereinafter referred to as "**Developer**").

AND WHEREAS while accepting Application for booking from the User/ Second Party, an Allotment Letter was issued by the Developer to the User/Second Party, wherein it was agreed upon that the Developer shall nominate or appoint the Maintenance Agency for the maintenance of the Common Areas and Facilities in the Said Building / Said Complex and consequently a Maintenance Agreement has been executed between the Allottee/User and the Maintenance Agency at the time of possession of the Said Flat/Unit.

AND WHEREAS the Developer, has also authorized the Anandi Consultants Private Limited First Party to act on its behalf for maintenance of project ,distribution & monitoring of the electrical energy supplied in the Said Complex. The Anandi Consultants Private Limited is further authorized to collect the charges for electricity from the User/Second Party, to pay the bills and to do all acts incidental and/or connected thereto.

AND WHEREAS the Company has obtained a single point connection from Uttar Pradesh Govt., authorized Noida Power Corporation Limited or Competent Authority (hereinafter referred to as "**NPCL or Competent Authority**") to receive bulk supply

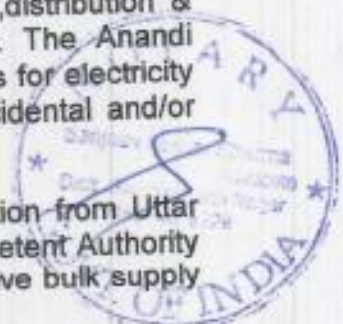


For & on behalf of
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USER/ALLOTTEE



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of electrical energy with a permission to distribute/supply, the said electrical energy, to the occupants of the Flats/Units in the Said Complex.

AND WHEREAS the Anandi Consultants Private Limited has agreed to supply the electrical energy to the User/ Second Party, during the continuance of this Agreement and upon the terms and conditions hereinafter mentioned.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, AS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That the Anandi Consultants Private Limited shall supply the electrical energy to the User in the form of alternating current and the supply shall be made available to the User regularly, provided always that the Company shall not be held responsible for any damages or otherwise accidental interruption, stoppage, curtailment and/or diminution in supply of energy as a result of any order and/or direction issued by the office of Uttar Pradesh Govt. NPCL or Competent Authority and/or resulting from fire, flood, tempest, any accident, load shedding and/or from any strike, lockout of workman and/or from any other reason, and the Anandi Consultants Private Limited shall make best efforts to restore the supply as soon as possible.
2. That the Developer shall have sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking 50% diversity factor into consideration, as may be deemed necessary by the Developer. Till the necessary power connection is transferred to the respective Association of Apartment owners, the distribution of power/power back up/energy system shall continue to vest with the Developer/Anandi Consultants Private Limited. For any reason whatsoever, if any malfunctioning in these installations is observed, the Anandi Consultants Private Limited shall be responsible to get the same set right within a reasonable time, but developer/Anandi Consultants Private Limited shall not under any circumstances or in any manner be responsible for it, nor shall be liable for any civil or criminal liability in this regard.
3. That in the event of any inconvenience of electrical supply by the NPCL or Competent Authority, the supply (subject to the terms and conditions hereinafter contained in this respect) shall be made through the Diesel Generator set (DG set) (limited to the power back up as opted by the Flat owner/allottee), till the supply from NPCL or Competent Authority is restored.
4. That as part of green initiative and Digital Media initiative and also to boost transparency, Developer has installed smart pre-paid meters for each Flat / Unit including that of the Allottee(s), which are required to be recharged by the Allottee(s) from time to time. The said pre-paid meter shall record the electricity consumption (NPCL) & DG Consumption. Further a software has



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USER/ALLOTTEE



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been installed which shall maintain the power consumption (both NPCL & DG) and maintenance charges of individual flat. The day to day maintenance charges (including service tax) and power consumption charges shall be deducted by software from the advance amount deposited by the allottee in pre-paid meter account.

5. That the User/Second party has applied for and the Company has allotted ___ KVA Electric Load and ___ KVA DG/Power Backup Load to the Second party for the above said Flat/Unit on such monthly fixed charges along with monthly usage charges as fixed by the Company to which the user has given its all time consent.
6. That the meter shall be installed & sealed by Anandi Consultants Private Limited for each point of supply and shall remain the property of Developer so long as this agreement of supply of electricity subsists. The developers/Anandi Consultants Private Limited reserves to itself the right to determine the location of the said meter.
7. That the said meter shall not be connected, disconnected or unsealed by any person other than those nominated by Anandi Consultants Private Limited. The User(s) shall ensure that meter seal is not broken or tampered.
8. That if the User(s)/Second party requires the said meter to be replaced, he shall give notice to that effect in writing to Anandi Consultants Private Limited, which may comply with such notice subject to the User(s) paying the prescribed charges in advance.
9. The metering system shall work on pay before use basis. The User shall buy Electricity and the Power Backup from the vending office by paying & recharging its account/meter in advance through account payee Cheques or the Pay Orders issued in favour of M/s Anandi Consultants Private Limited, and no cash shall be accepted by the Anandi Consultants Private Limited or any staff. IF any user wishes to recharge the system through online payment gateway or plastic card machine, a transaction charges (IF ANY) shall be borne by the allottee.
10. That the charges for the electrical energy consumed for both i.e. the grid supply as well as the power back-up, shall automatically keep on deducting from the User's account based on the number of units consumed, as indicated by the Home Display Unit installed in the User's Flat/Unit. The rates/charges for grid supply correspond to the rates charged by the NPCL or Competent Authority for its direct consumers falling in the schedule tariff as applicable from time to time. The said charges comprises of consumed electrical energy charges, fixed contract demand charges, electricity duty, distribution,



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Regulatory Surcharges and Transmission Charges @5% and Vending Charges as applicable.

11. That the Anandi Consultants Private Limited shall charge @ Rs.17 per unit plus Taxes as applicable towards DG Power Backup and minimum fixed charges @ Rs. 150/- plus Taxes as applicable.
12. That the User shall not be permitted to enjoy electricity and power backup beyond the load sanctioned to its respective Flat/Unit; and if in case any additional power backup load is required by the User, then the User shall have to give a request to the Developer to enhance its electrical load (NPCL &/or DG) and thereafter the Developer may enhance the load, if available at the rates (one time non-refundable)to be decided by the developer from time to time on payment of such charges to the Developer.
13. That the above unit rate for electrical energy through grid supply and power back up are revisable based on NPCL/Competent authority /Govt. tariffs and Diesel and other consumables rates.
14. That it is hereby agreed between the Parties that the electricity charges shall be paid in advance by the User/allottee to the Anandi Consultants Private Limited and that if for any reason whatsoever, the maintenance charges remains unpaid by the User within the stipulated time, the Anandi Consultants Private Limited has every right to forthwith, terminate the electricity connection of the Said Flat/Unit of the User/allottee on temporary basis, and the connection shall be restored only after the payment of dues, by the User/allottee, along with interest of 18% per annum on unpaid amount plus penalty as decided by Anandi Consultants Private Limited from time to time, which shall be calculated for the period, for which the amount remains unpaid.
15. That the User/allottee shall be liable to pay all increase in rates, taxes as made applicable by the State/Central Govt. and/or by any local Authority. Any levy such as sale tax, GST, excise duty, electricity duty or any other charges imposed by the concerned authorities, on the electricity being supplied by NPCL or Competent Authority to the Company or Anandi Consultants Private Limited shall be borne and paid by the User/allottee. The User shall also be liable to pay any such increase in costs of power backup being supplied to the User.
16. That the metering system has a facility of low credit alert which gets activated once it reaches to the preset limit; and when the credit limit is exhausted. The meter has an inbuilt switch which disconnects the supply automatically after providing an alert. The User can restore the electricity by recharging the electricity meter with adequate amount.



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M/s Anandi Consultant Pvt. Ltd.

Y.P. Singh
USER/ALLOTTEE



For & on behalf of
M/s Samridhi Realty Homes Pvt. Ltd.

17. That the Home display unit installed in the Said Flat/Unit of the User has a logic inbuilt whereby it does not get disconnected even if the credit level becomes zero.
18. That the User shall not connect and/or shall not keep connected to the supply system any apparatus which in the opinion of the Anandi Consultants Private Limited is likely to interfere or affect the electricity supply of the other occupants/users of the Flats/Units. In such event, the Anandi Consultants Private Limited shall disconnect the supply of electricity of the User. The electricity supply of the User can be restored only after making good, the loss occurred due to the negligence of the User.
19. That the User shall be responsible for the malfunctioning of the Home display unit installed in the Said Flat/Unit and any theft of electricity attributable to the User. If found so, the Anandi Consultants Private Limited shall have full right to disconnect the electricity supply to the User. In such an event, the Anandi Consultants Private Limited can take legal action against the User and may also inform the appropriate Governmental Authority about such theft and tampering. Any authorized person of the Anandi Consultants Private Limited can inspect the Home display unit installed in the Said Flat/Unit of the User and the electrical wiring in the Said Flat/Unit if he doubts that some theft or misuse of the electricity is being done there.
20. That in case any authorized representative of Anandi Consultants Private Limited detects any theft / pilferage of electrical energy in the Said Flat/Unit, its connection is liable to be disconnected immediately without any notice and the User(s) shall be liable to pay fine @ three times of the financial gain on account of such theft or pilferage of electricity.
21. That the User shall always use the electrical connection for the sanctioned load and type of use only i.e. residential. If the User is found to have use the electrical connection for commercial activities and/or using the load above sanctioned load, in that event the electrical supply to the Flat/Unit of User shall be disconnected automatically and restored only after correction of the defect and payment of such damages/penalty as may be determined by the Company/Anandi Consultants Private Limited.
22. That only the User shall be responsible for any fault burning of electrical meter and any accessories attached to it, due to over load or any other reason in the Said Flat/Unit. Any installation affected due to this reason shall be replaced only at the cost, which shall be borne by the User only.
23. That the Anandi Consultants Private Limited has assumed only the distribution of the electrical supply made available from the state government authorities through the pre-paid electricity meter. If any, malfunctioning in


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USER/ALLOTTEE


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these installations, whatsoever, is observed, the Anandi Consultants Private Limited will make reasonable efforts to get the same set right within a reasonable time, but neither the Anandi Consultants Private Limited nor the Company shall under any circumstances or in any manner be responsible for it, nor shall any of them be liable for any civil or criminal liability in this regard.

24. That the Anandi Consultants Private Limited or the Company shall not be held responsible for any irregular./interrupted supply of electricity from the NPCL or Competent Authority; and in case of power back up being provided, if some repair work or the system maintenance is being carried out in the generators sets, the Anandi Consultants Private Limited or the Company shall not be held responsible for any discontinuation/ interruption in the electric supply due to above said repair or maintenance work.
25. That the Anandi Consultants Private Limited or the Company shall further, not be held responsible for any loss/damages/irregularity or otherwise on account of accidental interruption, stoppage, curtailment in the supply of energy as a result of any order of direction issued by concerned Competent Authority/Commission or resulting from any natural calamity like fire, flood, tempest, any accident, load shedding or any other cause beyond the control of the Anandi Consultants Private Limited or the Company but it shall make every effort to restore the supply as soon as possible.
26. That the Anandi Consultants Private Limited or the Company shall not be held liable for any loss or damage caused, to the electrical gadgets in the Said Flat/Unit of the User, due to voltage fluctuations or any other fault of the system.
27. That the Second Party /User shall make all the payments through account payee cheques or pay order only. If for any reason, the cheque is dishonored or being denied by the bank on account of realization, then the User shall be liable for legal consequences; and will have to pay a penalty of Rs. 500/- for each such default. That the Second Party/User, hereby agrees that it shall not keep connected to the metering system any apparatus which is the opinion of the company is likely to interfere or affect injuriously the company or the company's supply to the other consumers which amounts to electricity theft as per the provisions of Electricity Act. In such an event the company shall immediately disconnect the supply of the said Flat/Unit.
28. That the Second Party/User, hereby agrees and assures the first Party that the second party shall clear all the dues under this Agreement and under the Maintenance Agreement prior to availing credit of new recharge coupon and shall provide the access to any authorized person of the First Party to inspect the meter in the said Flat/Unit.



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USER/ALLOTTEE



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29. Rules of the NPCL or competent Authority will be equally binding on both of the parties.
30. That if in future any up-gradation/ improvement of the electrical system or any other system is desired or permitted then the cost thereon including securities required to be borne by all the Flat/Unit owners on proportionate basis. Such up-gradation/ improvement, if any in the systems in future shall only be carried out by the Anandi Consultants Private Limited or the Company on advance payment basis.
31. That is agreed by & between the parties that any legislation which is introduced shall be prospective in nature and not effecting the terms and conditions as detailed herein to which the parties are contractually bound.
32. If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is reasonably inconsistent with the purpose of the agreement and to the extent necessary to conform to applicable law and the remaining provisions of this agreement shall remain valid and enforceable by and between the parties herein.
33. That this Agreement shall be read and construed in all respects in conformity with all the provisions of The Electricity Act, 2003 and in accordance with any subsequent amendments thereto and any Rules and Regulations made there under from time to time condition of license, Distribution code and such other provisions made and approved by the U.P. Govt. concerned authorities from time to time; and all the Parties to, Agreement shall abide by them.
34. That the Anandi Consultants Private Limited shall collect the prepaid charges for electrical energy consumed and deposit the bills to NPCL or Competent Authority timely.
35. That this Agreement shall remain valid and binding during the subsistence of the Maintenance Agreement executed to be executed between the Parties and shall expire/terminate simultaneously upon the expiry or earlier termination of the Maintenance Agreement as per the terms and conditions contained therein.
36. That in case any dispute or difference arises between the Parties with regard to the terms and conditions of this Agreement or relating to the interpretation thereof, the same shall be resolved by mutual discussion failing which the same shall be referred to the some arbitrator appointed by the Company, and the Anandi Consultants Private Limited and the User shall have no objection to such appointment of the sole arbitrator by the Company. The arbitration shall be in accordance with the provision of the Arbitration and Conciliation



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Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held at Noida and the proceedings shall be conducted in the English/Hindi language. The Parties agree that the arbitration award shall be final and binding and may be enforced as a decree. The Parties further agree that the High Court of Allahabad and Courts subordinate to it at Noida shall have exclusive jurisdiction in all matters arising out of or touching and/or concerning this document.

37. That any notice to the User by the Anandi Consultants Private Limited shall be deemed to be duly served, if it is addressed to the User on his email-id (as provided to the Anandi Consultants Private Limited) or delivered by hand or sent through registered/speed post to the address given or subsequently notified in writing by the User to the Anandi Consultants Private Limited.

38. It has being agreed between the parties hereto that the expenses for documentation of these presents shall be borne by the Second Party.

IN WITNESS WHEREOF the Parties hereto have executed or caused to be executed these present on the day, month and year first above written.

WITNESSES:

1.

For and on behalf of
M/s. Anandi Consultants Private Limited

(AUTHORISED SIGNATORY)

2.

ALLOTTEE / USER / SECOND PARTY

3.

For and on behalf of
M/s. SAMRIDHI REALTY HOMES PVT
LTD

(AUTHORISED SIGNATORY)

USER/ALLOTTEE

ATTES
Sanjeev Kumar Sharma
Advocate, Notary
Reg. No. 8228
Distt. Gautam Budh Nagar
28/12/19

For & on behalf of
M/s Anandi Consultant Pvt. Ltd.

For & on behalf of
M/s Samridhi Realty Homes Pvt. Ltd.

Schedule "A"
SAMRIDHI GRAND AVENUE
Plot No-DV-GH 09D, Sector-Techzone-IV, Greater Noida (West),UP

TARRIF DETAILS			
TARRIF DETAILS FOR LOAD			
Sr. No.	Description	%	Per KW As Per NPCL
1	Fixed Charges		95.00
	Regulatory Surcharge	5%	4.75
	Government /Electricity Duty	5%	4.75
	Additional Charges / Transmission Loss	5%	4.75
	Total Fix Charges		109.25
			Per Unit As per NPCL
2	Unit Charges		6.10
	Regulatory Surcharge	5%	0.31
	Government /Electricity Duty	5%	0.31
	Additional Charges / Transmission Loss	5%	0.31
	Total Unit Charges		7.02
TARRIF DETAILS FOR POWER BACK-UP LOAD			
	Description	%	Per KW As Per NPCL
3	Fixed Charges		150.00
	GST	18%	27.00
	TOTAL FIXED CHARGED		177.00
4.	Unit Charges		17.00
	GST	18%	3.06
	TOTAL UNIT CHARGED		20.06
Maintenance Charge			
5	Description	%	Per Sqft In Rs./-
	Maintenance Charge Per Sqft		2.50
	GST	18%	0.45
	Total Maintenance Charge Per Sqft		2.95

Note:- Above tariff rates are according to NPCL present rates and are subject to change time to time according to NPCL



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M/s Anandi Consultant Pvt. Ltd.

USER/ALLOTTEE



For & on behalf of
M/s Samridhi Realty Homes Pvt. Ltd.



SAMRIDHI REALTY HOMES PVT. LTD.

POSSESSION LETTER

The actual physical possession of flat/dwelling unit bearing no. 301 on 3rd Floor, Tower-K, Total super area approximate 1080 Sq. Ft. i.e. 100.37 Sq. Mtrs., built on PLOT NO. -DV GH-09D, TECH ZONE -IV, GREATER NOIDA WEST (Hereinafter referred to as the 'said flat') with proportionate undivided impartible interest in land on Sub lease deed basis is/has been handed over by "SAMRIDHI REALTY HOMES PVT LTD" having its corporate office at 438, Jagriti enclave, Delhi-110092 (referred as the seller/vendor) through its authorized signatory subject to the below mentioned terms and conditions to MR. YASHPAL SINGH LODHI (PAN AFAPL2895K) (Aadhaar Card No.2192 0574 5439) S/o Shri Ram Charan Singh R/o Mophammadabad Urf Meria, Haridwar, Bulandshahr, Surajpur Makhena, Uttar Pradesh-202390. (Mob.7906824245) (hereinafter individually referred to as the vendee/Purchaser and jointly referred as the vendees/purchasers as the case may be)

1. That the vendee(s)/purchaser(s) hereby declares that he/they has/have duly inspected the specification of construction, specification of area and dimension of the said flat and the vendee(s)/purchaser(s) further declares that the vendees/purchasers have fully satisfied himself/herself/themselves that the said flat has been constructed in accordance with the proposed construction plan and Vendee(s)/Purchaser(s) is/are also satisfied with the quality of construction and materials, specifications of area and dimension of the said flat, equipment's fitted and installed in the said flat and other facilities attached therein or thereto. Further, the Vendee(s)/Purchaser(s) has/have taken over the peaceful, vacant and physical possession of the said flat by observing and knowing all the facts whether above removable and irremovable parts therein or thereto, and any claims made hereinafter taking of physical possession shall be considered as a waiver/Developer.
2. That, the Vendor/Seller has handed over the peaceful, vacant and physical possession of the said flat to the Vendee(s)/Purchaser(s) and the Vendee(s)/Purchaser(s) has/have taken over the actual, peaceful, vacant and physical possession of the said flat and the Vendee(s)/Purchaser(s) is/ are now fully satisfied with regard to everything whether it is the actual or legal aspect of the said flat and the Vendee(s)/Purchaser(s) shall not claim or object anything whatsoever from the date of taking over such physical possession of the said flat as mentioned hereinabove or in future in any manner whatsoever.



Corporate & Registered Office: 438, Jagriti Enclave, New Delhi - 110092, India

Ph: +91-11-22145552 CIN : U70200DL2013PTC249066

info.samridhi@samridhirealty.com www.samridhigroup.co.in



SAMRIDHI REALTY HOMES PVT. LTD.

3. That, the Vendee(s)/Purchaser(s) has/have collected the keys of the said flat from the Vendor/Seller and signed this Possession Letter on the 28 day of DEC, 2019 in the presence of following witnesses.



Possession Handed Over By
For Vendor/Seller

Possession Taken Over By:
For Vendee(s)/Purchaser(s)

Authorised
Signatory

LIST OF DO'S & DON'TS

In respect of Flat No.301, 3rd Floor, Tower-K, having its super area 1080 Sq. Ft. i.e. 100.37 Sq. Mtrs. in the residential complex Known as "SAMRIDHI GRAND AVENUE" at plot no. DV GH-09D, Techzone -IV, Greater Noida West U.P.

Name of allottee-MR. YASHPAL SINGH LODHI (PAN AFAPL2895K) (Aadhaar Card No.2192 0574 5439) S/o Shri Ram Charan Singh R/o Mophammadabad Urf Meria, Haridwar, Bulandshahr, Surajpur Makhena, Uttar Pradesh-202390, (Mob.7906824245)

1. Out Door Unit of ACs to be installed at specified location as marked in the given plan.
2. No changes in the internal layout of a flat is allowed.
3. No R.C.C. structural member like Column, Beam, and Slab etc. should be hammered or punctured for any purpose.
4. The plumbing Network inside the dwelling unit including Pipes/ Sprinklers for Fire Fighting is not to be tampered with or modified in any case. Pipes are pressurized and thus may be hazardous also.
5. No alteration is allowed in elevation, even of temporary nature.
6. The allottee is not allowed to put the grills in the flat as per individual wish.
7. The allottee is not allowed to dry their clothes on the railing of the balcony. They are only allowed to dry their clothes inside the balcony area.
8. In case the allottee wants to hang/install the chick curtain in the Balcony Area to protect from direct sun, the colour of the Chick should be green to maintain uniformity and also to enhance the beauty of the complex.
9. Dish Antenna is not to be installed outside the flat.
10. The allottee shall 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 by causing any addition or alteration in the same or otherwise.
11. The allottee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the said Dwelling Unit in any form.
12. No Car/Vehicle is allowed to park inside the complex except of allottee, which has reserved usage rights for the car parking space.
13. The allottee shall not carry out any work which may cause any kind of damage to any part of adjacent flat/ Common area and painting thereof. If so, he will make good the expenses for repairing the same.
14. The allottee shall not allow or permit any pets such as dogs, cats, rabbits etc. to move around in common areas, stair case, park etc. so as to endanger the life & liberty or cause nuisance to other residents.

The above points are required to be followed in the interest of society and our endeavor is to keep your society beautiful where you will proud to live. For any further clarification please feel free to contact Estate Manager

_____ at his Mobile
No. _____

Signature of allottee/s



**उत्तर प्रदेश UTTAR PRADESH TRIPARTITE
OPERATION/MAINTENANCE AGREEMENT**

FF 164164

This Agreement is made at _____ on this day 28 of Dec, 2019

Between

Anandi Consultants Private Limited, a Company incorporated and registered under the provisions of the Companies Act, 1956, having its Registered Office 205, 2nd Floor, Building No. 949, Gali No. 3, Naiwala Karolbagh, Delhi-110005, hereinafter referred to as the **"Maintenance Agency" and/or "First Party"**, through its Authorized Signatory Mr. Anurag Agarwal S/o Shree Pramod Kumar Agarwal vide Board's Resolution dated _____, which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the One Part.

And

MR. YASHPAL SINGH LODHI (PAN AFAPL2895K) (Aadhaar Card No. 2192 0574 5439) S/o Shri Ram Charan Singh R/o Mophammdabad Urf Meria, Haridwar, Bulandshahr, Surajpur Makhena, Uttar Pradesh-202390, (Mob.7906824245) (hereinafter referred to as **"the User" and/or Second Party**) which expression shall unless repugnant to the context or meaning thereof include the said **MR. YASHPAL SINGH LODHI**, And his/her /its heirs, executors, administrators, legal representative, successors and assigns, its Authorized Signatory) of the Second Part.



For & on behalf of
ANANDI CONSULTANTS PVT. LTD.

(Signature)
USER/ALLOTTEE



For & on behalf of
M/s Samridhi Realty Homes Pvt. Ltd.

And

SAMRIDHI REALTY HOMES PVT LTD, the Company registered under the Companies Act, 1956 having its Registered office at 438, Jagriti Enclave, New Delhi-110092 through its Authorised Signatory Mr. Anurag Agarwal S/o Shree Pramod Kumar Agarwal R/o L- 513/7, Shani Bazar Road, Sangam Vihar, Delhi-New Delhi-110062, hereinafter referred to as the "**Builder**" and/or "**Third Party**", through its Authorized Signatory _____ vide Board's Resolution dated _____, which expression, unless it be repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the Third Part.

WHEREAS the user executed a Builder Buyer Agreement dated 30th May 2018(hereinafter referred to as "BBA") for purchase of a Premises UNIT/FLAT NO. 301, 3rd FLOOR, having its super area 1080 Sq. Ft. i.e. 100.37 Sq. Mtrs. on Tower- K in residential apartment known as "**SAMRIDHI GRAND AVENUE**" ("hereinafter referred to as "the Said building") which was constructed on a plot of Land admeasuring 27989.00 Sq. Mtr. Situated at Plot No-DV-GH 09D, Sector-Techzone-IV, Greater Noida (West),UP (hereinafter referred to as "the Said plot of the Land").

AND WHEREAS the said Agreement executed by the User contained a stipulation vide clause 12 of Builder Buyer Agreement for the provision of Maintenance services by Agency and payment of maintenance charges on the basis of actual cost of maintenance services + 10 % as overhead cost/Service Charges.

AND WHEREAS intended Seller in order to provide necessary operation/maintenance services with dedicated focus and transparency and with proper accounting and audit procedure, shall upon completion of the Said building , hand over the maintenance of the said Building to **Anandi Consultants Private Limited;**

AND WHEREAS Agency shall provide the operation/maintenance services, raise bills directly on User and collect payments thereof and to do all such acts, deeds etc. as case may be necessary to provide operation/maintenance services and collect bills thereof.

AND WHEREAS the User has approached Agency with a request to provide the operation/maintenance services and on the assurances that the User shall abide by the terms and condition of this Agreement And shall promptly pay the bills raised by the Agency, the parties have now decided to execute Maintenance Agreement on the terms and conditions recorded hereunder.



For & on Behalf of
ANANDI CONSULTANTS PVT. LTD.

USER/ALLOTTEE



For & on behalf of
M/s Samridhi Realty Homes Pvt. Ltd.

NOW THEREFORE, THIS MAINTENANCE AGREEMENT WITNESSTH, AS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That the maintenance agency hereby agrees to provide the services as per the scope of services detailed in schedule A, in consideration of the advance maintenance charges payable by the users and user shall pay the dues for his/her individual flat as per the terms and conditions of this agreement.
2. That the maintenance charges payable by the user shall be calculated @ Rs. 2.5/Sq Ft (Rupees Two and fifty paisa Only) Of the super build up area of said flat per month on twelve (12) months advance payment basis. The GST as applicable shall be payable extra by the User. The Agency shall provide common maintenance service with effect from the date of handing over possession of the Said Flat to the User by the Company. It is agreed that in the event of the User failing to take possession of the Said Flat, once it is ready and offered for possession by the Company, the User shall be deemed to have taken possession of the Said Flat and the User shall be liable to pay maintenance charges commencing from the date of such deemed possession. The User has agreed to take tower wise possession of the Said Flat. It is understood and agreed by the User that some Common Areas and Facilities in the Said Complex/Project including Club, Swimming Pool etc. shall become operational only after completion of the Said Complex/Project entirely.
3. That in addition to the maintenance charges, the User shall purchase in advance from the Agency , the regular Electricity charges as applicable from time to time and the power back up charges at the rates mentioned in detail in the **Electrical Supply Agreement** entered/to be entered into between the Parties. The Power Backup rate is liable to be increased or decreased if the input price goes up or down, in the market, for running and maintenance of the DG Set. The User shall also be liable to pay the Water Charges as and when applicable. However, the fixed Power Backup Charges payable by the Second Party is Rs. 150/- per month per K.V.A plus GST as applicable, irrespective of the fact that, whether the power backup is used or not by the second party. For the purpose of calculating the consumption units, of Electricity and the Power Back-up, the **Prepaid Dual Electronic Energy Meter** (hereinafter referred to as "the metering system") has been installed by the Company.
4. That the metering system shall work on pay before use basis. The User shall buy Electricity and the Power Backup from the vending office by paying & recharging its accountr meter in advance through account payee Cheques or the Pay Orders issued in favour of the Agency. The recharge



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value shall be available in the multiples of Rs. 1,000/- (Rupees One Thousand Only). That the charges for the electrical energy consumed for the grid supply as well as the power back-up shall automatically keep on deducting from the User's account based on the number of units consumed, as indicated by the freedom display unit installed in the User's Flat at the rates mentioned in detail in the Electrical Supply Agreement entered/to be entered into between the Parties.

5. That the metering system has a facility of user configurable low credit alarm which gets activated once it reaches to the preset limit; and when the credit limit is exhausted. The meter has an inbuilt switch which disconnects the supply automatically after providing an alarm. The User can restore the electricity by recharging the meter with adequate amount.
6. That the freedom display unit installed in the Said Flat of the User has a logic inbuilt whereby it does not get disconnected even if the credit level becomes zero. This facility is extended only during night times or on national holidays when the Agency's office is closed.
7. That it is agreed between parties that builder has installed the FTTH System in said complex. The facility of internet, intercom, TV etc will be utilized on paid basis. The Fixed maintenance cost of FTTH will be Rs. 70/-per month per unit and it will be charged to the flat owner by Vendor and other Cost will be mutually agreed between the Vendor and the Flat owner.
8. That it is agreed between the parties that all the payments, either of maintenance or of the electricity charges or the power backup charges, shall be made by the User to the Agency, only by way of crossed cheque/demand draft drawn in favour of "Anandi Consultants Private Limited." payable at Delhi; and payment shall not be deemed to have been made until the realization of the proceeds of such cheque/demand draft.
9. That notwithstanding anything to the contrary mentioned herein, the Parties have agreed to the system of advance collection of all the Charges like AMC, Electricity Charges, Power Backup Charges and Water Charges as and when applicable, through the prepaid metering system, for better management of the services; and all the clauses mentioned in this Agreement shall be read accordingly.
10. That the duration of this Agreement shall be for a period of 12 (Twelve months) then thereafter renewed period, if any with effect from (hereinafter referred to as "Commencement Date", as the Company had commenced delivering possession in the Said Tower(s)/Building(s) prior to



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the Commencement Date and consequently the Agency has been providing common maintenance services in the Said Tower(s)/Building(s) prior to the Commencement Date. The User understands and agrees to pay the maintenance charges and other charges mentioned in this Agreement with effect from the Commencement Date and the advance maintenance charges paid/payable by the User shall be deducted with effect from the Commencement Date. Therefore the period of 12 months for the purpose of duration of this Agreement shall be reckoned from and this Agreement shall expire accordingly on . **This Agreement shall remain valid and binding upon the User for the above said duration and the User shall not have any right to terminate this Agreement.** During this period, the Users / Flat Owners of the Said Complex will form the Residents Welfare Association (herein "RWA") and get the RWA registered in the lawful manner. It is understood, acknowledged and agreed that the Company has handed over the common areas and facilities of the Said Building/ Said Complex to the maintenance agency Anandi Consultants Private Limited for and on behalf of the Users / Flat Owners of the Said Complex/ Said Tower and the Users / Flat Owners are voluntarily executing maintenance agreements with Agency on the mutually agreed terms and conditions for common maintenance of the Said Complex/ Said Tower and therefore for all intents and purposes it shall be deemed and considered that the Company has handed over the common areas and facilities to the Users / Flat Owners of the Said Complex/ Said Tower. It is further understood and agreed that on the expiry of this Maintenance Agreement or its earlier termination by Agency at its discretion), the Agency shall hand over the common areas and facilities of the Said Complex/ Said Tower to the legally formed RWA and the RWA shall take over the same without any objection or dispute of any kind and shall maintain the same prudently.

11. That the scope of maintenance of **Common Areas and Facilities, to be provided** by the Agency, has been specifically elaborated in the **Schedule 'A'** attached to this Agreement, which shall be treated as part and parcel of this Maintenance Agreement.
12. That the scope of maintenance, as provided in **Schedule A** shall be deemed to be limited and the thing which not are provided shall be deemed to be excluded.
13. In the event the Said Flat is sold or transferred by the User to a Purchaser (hereinafter referred to as the "Purchaser"), such Purchaser shall be bound by all the terms and conditions of this Agreement. The Purchaser shall, jointly and severally, be liable to pay the maintenance charges and other charges and be bound by the terms and conditions hereof. Further,



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any transfer/sale/lease of the Said Flat shall be valid only if a No Objection Certificate (NOC) for maintenance charges and other charges and any dues has been taken from Maintenance Agency. It is incumbent upon the User to take NOC from the Maintenance Agency as regards to clearance of all miscellaneous charges, before transferring the Said Flat to the Purchaser.

14. That it is understood and agreed by the User that the Usage Charges for use of Swimming Pool, Club and Club Facilities are not included or covered under the scope of Maintenance Charges as paid/payable under this Agreement for the maintenance of Common Areas and Facilities in the Said Complex. The User agrees and undertakes that the User shall pay the Usage Charges of Rs. 10,000/- (Rupees Ten Thousand only) per annum plus applicable taxes to MAINTENACE AGENCY for meeting the recurring costs and expenses for operation and maintenance of the Swimming Pool and Gym. / on monthly basis, which shall be decided and fixed, from time to time by the Agency subject to the rules and regulations for usage of the same.

The User also agrees and undertakes to abide by the rules and regulations formulated by the Agency for proper management and maintenance of the Swimming Pool and Club Facilities. The User agrees that the Agency shall have the right to enhance the Usage Charges for use of Swimming Pool & Club Facilities at its sole discretion from time to time. Any User intending to use the Swimming Pool & Gym shall be permitted to use the same only on the payment of Usage Charges, subject to the rules and regulations for usage of the same. It is also made clear and agreed by the User that the Charges for all other Club Facilities like Sauna, Spa, Jacuzzi, Cafe and Community Centre / Banquet etc. facilities shall be payable extra by the User to Agency as may be decided by MAINTENACE AGENCY from time to time. The Community Centre / Banquet etc. facilities shall only be used or permitted to be used by the User and his Parents and Wards and shall not be permitted to be used by any outsider.

15. That the Parties hereby agree and confirm that the Maintenance Services shall be offered as bouquet services, on a limited basis and the User shall have no option to choose any one or several of the Services provided by the MAINTENACE AGENCY under this Agreement. It is further understood and agreed by the User that the User shall not engage any outsider for any of the services provided by the MAINTENACE AGENCY.

16. That it is understood and agreed by the User that the duly authorized representative of MAINTENACE AGENCY shall be entitled to enter the



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Said Flat of the User at all reasonable times for the purpose of inspection of User's installation and inspecting and testing any apparatus belonging to MAINTENACE AGENCY lying on/in the Said Flat and for doing all necessary or incidental work for giving or maintaining supply to the User and for maintenance, repairs or replacement of any of the Common Areas or Facilities therein, or accessible therefrom, or for making emergency repairs therein necessary to prevent the damage to the Common Areas and Facilities or to any other flat or flats in the Said Complex.

17. **REPLACEMENT OF EQUIPMENT:-** That the User shall also be liable to pay the cost in addition to Maintenance Charges/utilities, as and when any plant & machinery within the Said Complex/Said Building as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, Fire Fighting System/equipment, Prepaid electric meters, water tank, peripheral roads, pavements, front Iron Gate(s), any other plant/equipment of capital nature etc. require replacement, upgradation, additions etc., the actual cost thereof on pro-rata basis. The User acknowledges that the MAINTENACE AGENCY shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof. The User agrees to contribute on pro-rata basis the actual cost, to meet the above said maintenance, replacement and repair expenditures.
18. That the MAINTENACE AGENCY makes it clear to the User that the provision of common maintenance services shall be done by MAINTENACE AGENCY or its nominees and assigns through various outside agencies under separate agreement(s) to be entered into with them. The responsibility of MAINTENACE AGENCY will be limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the agreement executed by them and to change an agency if its performance is not up to the desired standards. The MAINTENACE AGENCY accepts no legal liability of any nature whatsoever arising from acts of omission, commission, negligence, defaults of the aforesaid agencies in providing the maintenance services and the User understands and agrees for it. The Company has introduced **Anandi Consultants Private Limited** as Maintenance Agency, and the MAINTENACE AGENCY and the User are voluntarily entering into the present Maintenance Agreement with their own mutual consent to provide common maintenance services to the Said Complex / Said Building and it is understood and agreed by the User that the Company shall have no legal liability of any nature whatsoever arising from acts of omission, commission, negligence, defaults of the MAINTENACE AGENCY and/or the aforesaid agencies in providing the maintenance services and the User understands and agrees for it.



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19. That the First Party shall have the right to engage such number of contractors or Sub-Contractors as deemed necessary to facilitate the execution/carrying out the maintenance work either on AMC (Annual Maintenance Charges) basis or Job basis. The Second Party shall have no objection or reservation against such arrangements.
20. That the MAINTENACE AGENCY shall not be liable for loss and/or damage, if any, suffered by the User, on account of delay, failure or interruption in providing the maintenance services, due to any act of commission or omission beyond the control of the MAINTENACE AGENCY. The MAINTENACE AGENCY shall not be liable for any harm, loss, damage or physical injury which may be caused on account of breakdown of power/power backup, failure of any equipment or device, any other defect / breakdown or due to the fault of the employees of MAINTENACE AGENCY or any human error or theft or on account of acts of "God", riots or civil commotion, demonstrations etc.
21. That it is hereby agreed between the Parties that the Maintenance Charges shall be paid by the User to the MAINTENACE AGENCY and the Maintenance Charges, as fixed or revised from time to time at the sole discretion of the MAINTENACE AGENCY, shall be binding on the User. The User shall be individually responsible for payment of water & electricity consumption charges and all other maintenance and repairs of his own flat except the common maintenance services, specifically undertaken by the MAINTENACE AGENCY, which has been specifically provided in this Agreement. The MAINTENACE AGENCY shall have the right to increase charges of any service or services to ensure quality maintenance, at any time in its best judgment, and as and when the same are considered necessary by it.
22. That it is agreed by the User that his right to use/enjoy the common facilities/services including Power Backup arrangements shall be subject to the timely payment of the maintenance and other charges to the MAINTENACE AGENCY. The User agrees and undertakes to pay the advance maintenance charges and other charges well in time without fail or neglect after taking possession/deemed possession of the Said Flat, irrespective of the fact whether the User is using the Said Flat or not. The User agrees and undertakes to pay the bills of every kind of charges within Seven days from the date of the bills. That it is agreed by the User, that if, the User fails or neglects to pay the bills, of the Maintenance Charges or any other charges/dues, within the above said period of seven days, the User shall be liable to pay interest on the arrears of charges/dues @ 18% per month and all the dues/charges along with interest shall be paid by the User to the MAINTENACE AGENCY



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positively within a maximum period of 30 days from the date of the bills and in case of any default in making payment of the maintenance or other charges' or their bills by the User, the common facilities including Power Backup arrangements enjoyed by the User and also the electrical energy through grid supply shall get disconnected automatically and the User shall have no right to make any objection in this regard.

23. That it is agreed by the User that in the event of default in payment of Maintenance Charges and any other charges/dues, the services discontinued/withheld shall be revived only after such Maintenance Charges and any other charges/dues are fully paid along with above said interest by the User to the MAINTENACE AGENCY.
24. That after the expiration of this Agreement, the MAINTENACE AGENCY may continue to maintain the common maintenance of the Said Complex with mutual consent of the Parties and subject to payment of enhanced Maintenance Charges by the Users to the MAINTENACE AGENCY as may be decided by MAINTENACE AGENCY and also subject to the compliance of the terms and conditions by the Users as mentioned herein or as modified by the Parties with mutual consent.
25. That the User shall carry out all internal repairs of his Said Flat and maintain it in good condition, state, order and shall observe all the rules and bye-laws of the **Greater Noida Authority** and applicable Governmental rules, regulations and bye laws and shall not do or cause to be done anything in or upon the Said Flat or the Said Complex/ Said Building, which may be against the rules and bye-laws of the **Greater Noida Authority**, Noida or any other local authorities; and against any other applicable law for the time being in force, for anything done in connection with the Said Flat and/or the Said Complex/ Said Building, the User shall be liable for the consequences thereof. The internal outlay of the Said Flat should not be changed/alterd thereby endangering, defacing, and adversely affecting the structure and appearance of the adjoining flats as well as the flats above and below the Said Flat. The User shall keep the MAINTENACE AGENCY and owner of other flats in the Said Complex/ Said Building indemnified against any claim, or loss or damage of any nature whatsoever, which the MAINTENACE AGENCY and/or the Company and/or the owners of other flats, may sustain or suffer; and any losses, damages, costs, charges, or the proceedings of any nature whatsoever arising out of any act of omission or commission, deed of promise or violation, by the User, of any of the rules and regulations of Greater Noida Authority or any other statutory/governmental authority(ies), which may arise at any time in future.



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26. The User shall be responsible for insuring the Said Flat and the contents within the Said Flat at the User's own cost, risk and responsibility. Further, the User shall not do or permit to be done any act or thing which may render void or voidable insurance of any building or any part of the Said Building/Said Complex or cause increased premium to be payable in respect thereof. Such increase in the premium due to the above default shall be borne and paid by the User only.
27. That it is hereby understood and agreed by the User that under no circumstances, the User shall be given the liberty to draw electricity or water from the connections meant for common services/ facilities.
28. That the MAINTENACE AGENCY shall have the right to provide **Power Backup for Commercial Units from the Diesel Generator set(s) used for residential area at an additional rate of Rs. 3/-per square feet, of super area, over and above the prevailing rate of power backup for residential Unit(s) at that time.**
29. That the User shall not cause any interference, hindrance or obstruction in the common areas/ path by placing any articles or items thereon, including use of the said place for their pet animals like cats, dogs etc.
30. That the User shall not cause any damage or loss to the common areas/ path in any manner whatsoever. Similarly the User shall not temper with or in any manner cause interference to the electrical appliances, generator, installation and fitting, meant for providing the common facilities/ provisions. In case of loss or damages caused either by the User or their representatives, family members, visitors, etc., the User shall be personally liable for the same and shall compensate the MAINTENACE AGENCY and/or other users/flat owners for such loss or damage occurred. The User shall not keep any hazardous, explosive, inflammable material in the Said Building or Said Complex or any part thereof. The User shall always keep the MAINTENACE AGENCY and/or Residents Welfare Association (RWA) harmless and indemnified for any loss and/or damages in respect thereof. The User agrees not to raise claim/damages against any third party liability.
31. The User agrees and undertakes not to raise any claim/compensation etc. or initiate any action / proceeding against the MAINTENACE AGENCY on account of any harm, damage or loss caused due to theft / fire / accident etc. in the Said Flat, or his vehicle parked in the Said Complex.
32. That the User shall not allow or permit any of his visitors to bring in or park the car inside the Said Complex and all visitors' cars can only be parked



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outside the Said Complex, so as to ensure that the parking discipline within the Said Complex amongst the occupants/users is not disturbed.

33. That the User shall observe the due dignity and decency to live in unity with the other occupants/users of the Said Building/Said Complex so as to ensure oneness in maintaining congenial and ideal atmosphere for the best existence and living in the Said Complex, so that maintenance facilities could be served properly.
34. That the User shall verify the credentials of their tenants in a lawful manner before letting out the Said Flat on rent. The User shall submit the relevant details of their tenants with legal verification to the MAINTENANCE AGENCY as and when required. The tenants are required to follow all the rules and regulations of the Said Complex in the same manner as these meant to be followed by other owners of the flats, in the Said Complex.
35. That in case the tenants create any sort of nuisance, the MAINTENANCE AGENCY shall have the right to ask the User for vacation of the Said Flat by their tenants so as to ensure the quiet and peaceful life/living of the occupants/owner of the flats of the Said Complex and the User shall act promptly to do so.
36. That it is hereby understood and agreed by the User that the right to claim or avail the common facilities/ provisions/ services are confined only to the User and this right cannot be asserted or enforced by any of his relatives, visitors or unauthorized occupants of the Said Flat.
37. That to ensure safety, durability and long life of the Said Flat and of the Said Complex, the User shall observe the following precautions:
 1. RCC column and beams should not be hammered or punctured for any purpose.
 2. All the plumbing work should be carried out, preferably by an expert only.
 3. All the electric work should be carried out, preferably by a licensed electrician only.
 4. All the external disposal services are to be maintained by periodical cleaning.
 5. To avoid the damage to the UPVC pipes installed in the Said Building / Said Complex for drainage, the acids as well as iron rod inside the pipes for cleaning the toilet should not be used.
 6. alteration in elevation, even of temporary nature shall not be carried out.

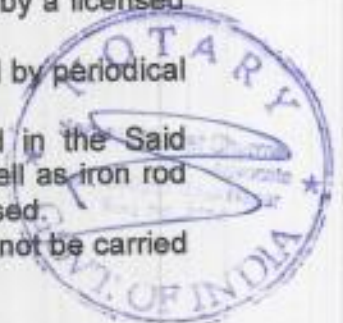


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38. That on the expiry of this Agreement, provisions of The UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 shall become applicable and the actual flat owners in the Said Complex will form their own association and get that registered in the lawful manner. Such association/ RWA may retain the services of the MAINTENACE AGENCY after obtaining its free consent, as per the decision of the minimum majority (minimum 75% or 3/4th) of the users/occupants on the fresh terms and conditions as may be mutually agreed between the Parties.
39. That the originals of this Agreement shall be retained in the office of the MAINTENACE AGENCY and the User shall be provided with the duplicate copy thereof.
40. That the terms of Allotment and Sale/Conveyance/Sub-Lease Deed shall be mutatis mutandis applicable upon the User. Further the User shall pay to the MAINTENACE AGENCY on demand such amount, which may be levied, charged or imposed in future or retrospectively on account of tax, duty, cess, charges, fees etc. of any nature whatsoever, by any local administration, State/Central Governmental Authority on providing Maintenance services/facilities by the MAINTENACE AGENCY.
41. That it is clearly understood and agreed that MAINTENACE AGENCY shall be undertaking the Maintenance activity on a "for profit basis" factor. Under no circumstance shall it be liable to show its books of Accounts under the Maintenance head to the User(s) /RWA.
42. That the address given in this Agreement by the User shall be taken as final unless, any subsequent change is intimated under Regd. A.D. letter by the User to the MAINTENACE AGENCY. All demand, notices, letters posted at the given address shall be deemed to be received by the User.
43. That the MAINTENACE AGENCY is entitled to assign this Agreement to any association, corporation or person(s), and in such an event, the User agrees to attorney to such assignee or nominee on the same terms and conditions as are contained herein.
44. That the failure of the MAINTENACE AGENCY to enforce at any time or for period of time any provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce any or each and every provision of this Agreement.
45. That if any provision of this Agreement is determined to be void or unenforceable under any law, such provision shall be deemed amended



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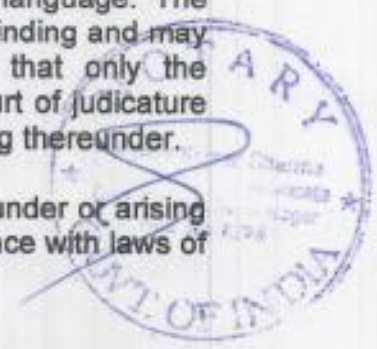
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to the extent necessary to conform to applicable laws and the remaining provisions of this Agreement shall remain valid and enforceable.

- 46. That it is clearly understood and agreed between the Parties that all the provisions contained herein and the obligations arising there under shall equally be applicable to and enforceable against any and all occupiers, tenants/employees of the User and/or subsequent purchasers of the Said Flat, as the said obligations go along with the Said Flat for all intents and purposes.
- 47. That all costs, charges, stamp charges, registration charges and expenses etc. payable in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement shall be borne and paid by the User only.
- 48. That in case any dispute or difference arises between the parties with regard to the terms and conditions of this Agreement or relating to the interpretation thereof, the same shall be resolved by mutual discussion failing which the same shall be referred to the sole arbitrator appointed by the Company; and the MAINTENACE AGENCY and the User shall have no objection to such appointment of the sole arbitrator by the Company. The arbitration shall be in accordance with the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held in Delhi and the proceedings shall be conducted in the English language. The Parties agree that the arbitration award shall be final and binding and may be enforced as a decree. The Parties further agree that only the competent courts of jurisdiction at Delhi and the High Court of Judicature at Delhi shall have exclusive jurisdiction in all matters arising thereunder.

That this agreement and the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with laws of India.



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USER/ALLOTTEE



For & on behalf of
M/s Samridhi Realty Homes Pvt. Ltd.

IN WITNESS WHEREOF the parties have set their hands to this Agreement at a place on the day, month and year first above written in the presence of:

WITNESSES:

1.

For and on behalf of
M/s SAMRIDHI REALTY HOMES PVT LTD



(AUTHORISED SIGNATORY)

2.

For and on behalf of
MIS. _____
(AUTHORISED SIGNATORY)



ALLOTTEE/USER



ATTESTED

Sanjeev Kumar Sharma
Notary Public
Reg. No. 6238
Distt. Gautam Budh Nagar

28/12/19



For & on Behalf of
ANANDI CONSULTANTS PVT. LTD.

USER/ALLOTTEE



For & on behalf of
M/s Samridhi Realty Homes Pvt. Ltd.

SCHEDULE 'A'**Scope of maintenance of Common Areas and Facilities:**

1. The Maintenance Charges for Maintenance of Common Areas and Facilities in the Said Complex shall include the following services:
 - i. Housekeeping of Common Areas.
 - ii. Watch and Ward Security of the Said Complex.
 - iii. Operation and Maintenance of Common Facilities and equipment.
 - iv. Horticulture: maintenance and upkeep of gardens, plantations, greenery etc. in the common areas within the Said Complex.
 - v. Administrative Expenses including salaries of Maintenance and other Staff.
 - vi. Sweeping of Common Areas falling outside the individual buildings within the Said Complex.
 -) Collection of domestic garbage from the collection point as fixed by the MAINTENANCE AGENCY.
 - vii. Cleaning of drains inside the Said Complex.
 - viii. AMC of Lifts and DG Sets.
2. The following costs and expenses are not included in the Maintenance Charges and shall be borne and paid by the User along with other users/occupants/flat owners of the Said Complex on pro-rata basis to the MAINTENANCE AGENCY:
 - i. Repairs, Replacement or servicing of transformers/ electric panels/ feeder pillars/ electric cables/ generators and power back-up system/ firefighting equipment/ security systems/ refilling fire extinguishers/ prepaid electricity billing system/ sewage treatment plant, all type of pumps, pipes gas supply installation, air-conditioners.
 - ii. Purchase of any additional equipment/assets for the Said Complex.
 - iii. Fire insurance for Said Building/ Said Complex and electro mechanical installations.
 - iv. Replacement of Sewage, drainage, water supply and other pipes & fittings due to breakage/damages/choking etc.
 - v. Painting/ White Washing of the exterior of the buildings, Common Areas within buildings and Common Areas within the Said Complex.
 - vi. Carpeting and/or laying of roads in the Said Complex.
 - vii. Replacement of Lighting/ Electrical fixture- Fused Bulbs, Tube Lights, Chowkes, Starters, MCB's, ELCB's Switches, Cables & Wire etc.
 - viii. Replacement of taps, pipes, fittings, valves etc.



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- ix. Cost of Horticulture consumables like Khaad/fertilizers/plants/good earth etc. and consumables for operation of STP and WTP.
 - x. Cost of repairs of Common Areas, boundary walls, drains, parking areas, Club/Community Areas, Swimming Pool, and Roads etc.
 - xi. Electric Sub-station and Generators running cost.
 - xii. Installation/subscription of cable TV.
 - xiii. Other unforeseen heads of expenditure.
3. It is further agreed and confirmed by the Parties that the services mentioned below are not included in the Scope of common Maintenance Services of the Said Complex:
- i. Seepage defects inside the Said Flat or any other flat/unit either due to faults in the effected Flat/Unit or in the other Flats/Units;
 - ii. Painting of the insides of Flats;
 - iii. Insurance of the contents within the Flat;
 - iv. Run Errand for payment of utility bills (telephone, electricity, gas etc.) of User;
 - v. Painting/Polishing of main entrance door of the Said Flat;
 - vi. Replacement of broken windowpanes;
 - vii. Cleaning of chocked drains inside the Said Flat;
 - viii. Electricity, Plumbing or other mechanical faults inside the Said Flat;
 - ix. Repair/ installation of User-owned electrical and plumbing equipment/devices.
4. The charges payable to local bodies/ Governmental Authorities towards sewage, drainage and water connections etc. are not included in the Maintenance Charges and shall be borne and paid by the User separately along with other users/ occupants/ Flat owners on pro-rata basis with effect from the date of possession or deemed possession of the flat/unit as the case may be.



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USER/ALLOTTEE



For & on behalf of
M/s Samridhi Realty Homes Pvt. Ltd.



उत्तर प्रदेश UTTAR PRADESH

FF 164160

CAR PARKING ALLOTMENT AGREEMENT

THIS DEED is made on the 28 day of dec, 2019 at Greater Noida.

BETWEEN

M/s. **SAMRIDHI REALTY HOMES PVT LTD** a company incorporated under the Companies Act, 1956, having its Corporate Office at 438, Jagriti Enclave, Delhi-110092. (hereinafter referred to as the "FIRST PARTY" or "Developer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns etc.), through its Authorized Signatory **Mr. Anurag Agarwal**, of the **FIRST PART**

AND

MR. YASHPAL SINGH LODHI (PAN AFAPL2895K) (Aadhaar Card No.2192 0574 5439) S/o Shri Ram Charan Singh R/o Mophammdabad Urf Meria, Haridwar, Bulandshahr, Surajpur Makhena, Uttar Pradesh-202390, (Mob.7906824245) & **NIL**, who is/are the allottee(s)/purchaser(s) of Flat/Dwelling Unit bearing No. **301**, Tower-K, on 3rd Floor, Total Super area approximate **1080 Sq. Ft. i.e. 100.37 Sq. Mtrs.**, built on PLOT NO.- DV GH-09D, TECH ZONE -IV, GREATER NOIDA WEST, hereinafter referred to as "**SECOND PARTY**". (which expression shall, unless repugnant to its context or meaning thereto, be deemed to mean and Include his/her



For & on behalf of
M/s SAMRIDHI REALTY HOMES PVT. LTD.


SECOND PARTY /USER

legal heirs, assigns, legal representatives, executors and administrator) of the OTHER PART.

WHEREAS the FIRST PARTY has constructed the Group Housing Residential Complex known "**SAMRIDHI GRAND AVENUE**" at PLOT NO. – DV GH-09D ,TECH ZONE -IV, GREATER NOIDA WEST, [hereinafter referred to as "**the Housing Complex**"]. The Housing Complex comprises of various towers of residential units, basement, gardens, club, swimming pool and other common area/facilities etc.

AND WHEREAS the SECOND PARTY had booked a residential Flat/Dwelling Unit bearing No. 301, on 3rd Floor, at Tower- K, Total Super area approximate 1080 Sq. Ft. i.e. 100.37 Sq. Mtrs., built on Plot No-DV-GH 09D, Sector-Techzone-IV, Greater Noida (West),UP along with usage rights for reserved parking lot(s), as detailed herein below, in the Housing Complex. The flat booked by the SECOND PARTY has been conveyed to him/her/them on _____ vide Sub Lease Deed dt. _____

And whereas the FIRST PARTY hereby agrees to allot the car parking lot (hereinafter referred to as Parking lot) detailed herein below, in the Housing Complex to the SECOND PARTY on the terms and conditions mentioned hereinafter.

Parking Lot No.K-301

Terms and Conditions

1. That the SECOND PARTY shall use the Parking Lot for the purpose of parking his/her/their own car only which bears a valid car parking sticker as per builder.
2. That the car with reserved car parking spaces only shall be allowed entry into the premises. Being a security hazard, it is mandatory that the authorized parking stickers issued is pasted and prominently displayed on the front windscreen of the cars of the residents to whom car parking space has been allotted. No other vehicle shall be allowed to enter in the premises under any circumstances and such violation shall be treated as a cognizable offence, with accompanying consequences, and shall be suitably dealt with.
3. That the SECOND PARTY shall not do any construction, temporary or permanent, in the Parking Lot. The SECOND PARTY shall also not install/erect barriers, chains, grills etc. around the Parking Lot.
4. That the SECOND PARTY shall not use the Parking Lot for the purpose of storage of any item whatsoever.
5. That the Parking Lot is a facility provided to the SECOND PARTY which is attached/appurtenance to the "Flat" owned by him/her the Housing Complex. The SECOND PARTY, therefore, shall have no right to sell, rent out and/or sublet it to anyone else.

For & on behalf of
M/s SAMRIDHI REALTY HOMES PVT. LTD.



SECOND PARTY /USER

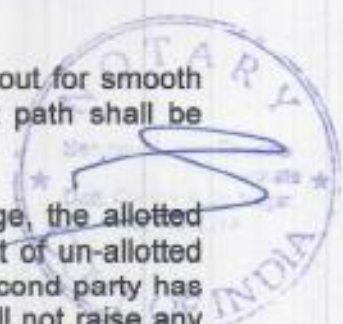


6. That the aforesaid Car Parking Space Charges are only for the car parking as allotted. No additional cars shall be parked in the said space even if there is space available for parking. Additional Cars shall be parked only with prior consent of the First Party/builder/developer and same shall be charged at the rates decided by the First Party/Developer.
7. That in case the SECOND PARTY sells/transfers his/her flat then the present allotment shall stand transferred in the name of new buyer and an additional allotment deed shall be executed with the new buyer as per the terms and conditions prevailing at the time of such sale/transfer. In the event of such transfer, the old parking stickers stands cancelled and shall be removed from the car of the seller of the flat and only the fresh parking stickers shall be valid.
8. The SECOND PARTY's right to use the Parking Lot is restricted only to the lot allotted to him/her, even though the vacant parking lot(s) may be available to park more than one car. However, the FIRST PARTY is under no obligation to make available any additional car parking lot to the SECOND PARTY in future, but in case, the SECOND PARTY wishes to have additional lot, the same may be allotted, subject to availability of any such parking lot. In the event of allotment of additional parking space the Second Party shall be required to pay additional cost/charges for the same to the First Party, which shall be decided by the first party/developer that the parking lot allotted hereby is a facility to the second Party and as such the Second Party shall have no ownership rights over it. The first part can take back the facility from the second party uses the same otherwise and/or causing nuisance to the other flat owners of the Housing Complex or to the first party.
9. That the Second party shall always make available the parking Lot to the maintenance staff for maintenance of the water tanks, water pipes, manhole, fire-fighting pipes, electric cables, Etc. as and when required by them.
10. That the SECOND PARTY shall always use the Parking Lot allotted for parking his/her car and shall never park his/her car in the drive way or at any place other than the designated place of parking allotted to the SECOND PARTY.
11. That The Second Party shall follow the 'Route Plan' chalked out for smooth and accident free movement of vehicles. The entry and exit path shall be strictly followed.
12. That if due to change in plan or structure or any other change, the allotted parking space is not available then another parking space out of un-allotted parking spaces will be allotted to the second party and the second party has to accept that replacement/re-allotment. The second party shall not raise any claim for the above mentioned change/ replacement/ re-allotment.



For & on behalf of
M/s SAMRIDHI REALTY HOMES PVT. LTD.

SECOND PARTY /USER



13. That the second party shall be held liable in monetary terms for any damage due to any wilful act or negligence caused to the structures/ walls/ floor or any other items in any manner. The second party also agree to fully indemnify the First Party and to be liable and/ or responsible for any harm, loss, damages or physical injury of any nature suffered by the first party or its representatives, visitors, agents or any other person.
14. That if the SECOND PARTY breaches any of the conditions contained herein, in that event the FIRST PARTY shall have the right to cancel the present allotment.
15. In future, if any government or any other competent authority/ department impose stamp duty, registration charges, ground rent, tax, cess etc. due to this allotment or in the sale deed of the aforesaid apartment etc. then the same shall be borne by the second party/allottee. The second party/allottee has agreed to pay and bear all expenses of stamp duty and registration charges, ground rent, any tax, cess etc. on this allotment and the first party shall not be liable to pay any part thereof.
16. That in future, if the SECOND PARTY is using Electric Car and he is charging car battery through electric point made by FIRST PARTY in basement then he will pay additional cost/charge of the electricity consumed @ prevailing at that time or as decided by Maintenance agency.
17. The-Allottee(s) agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Allottee(s) and the Company, shall be resolved through arbitration which shall be the mode of resolution of disputes, as aforesaid under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. A sole Arbitrator appointed by the company shall conduct the arbitration proceedings. The Allottee(s) further acknowledges, accepts and agrees that he/she shall not have any objection to the appointment of the sole arbitrator made by the company. The arbitration proceedings shall be held at Noida only. The decision of the arbitrator so appointed shall be final and binding upon both the parties. The High Court of Allahabad and courts subordinate to it at Gautam Budh Nagar shall have the jurisdiction in all matters arising out of touching and/or concerning this document.
18. That this allotment shall be continuing and binding on the second party and/or his/ her/ their representative, successors, assignee etc. The Second Party have inspected the aforesaid parking space am/are fully satisfied with the said location and space of the said parking. Second Party has not any complaint/ objection regarding the aforesaid parking space.



For & on behalf of
M/s SAMRIDHI REALTY HOMES PVT. LTD.


SECOND PARTY /USER

Confirmation

- a. That Second Party have read and fully understood the contents produced above in Para 1 to 18 of this Allotment Deed.
- b. That Second Party have personally seen parking space allotted to me/us by parking my/our vehicle and there and confirm that I/we are fully satisfied with the location and space of parking.
- c. That Second Party shall not be entitled to claim any change in Parking space on ground of dissatisfaction of any kind/sort.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET OUT THEIR HANDS TO THIS AGREEMENT AT NOIDA ON THE _____ DAY, OF _____, 2019 FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING:

WITNESSES:

1.

FIRST PARTY



2.

SECOND PARTY



ATTESTED

Sanjeev Kumar Sharma
Notary
Reg. No. 2228
Distt. Gurgaon Budh Nagar

28/12/19



For & on behalf of
M/s SAMRIDHI REALTY HOMES PVT. LTD.

SECOND PARTY /USER

1/4

T-1228/2020

D.K.S

D.K. SHARMA
(Advocate)
G.B. Nagar (U.P.)



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

CERTIFICATE LOCKED



Certificate No.	: IN-UP07123055852100S
Certificate Issued Date	: 09-Jan-2020 11:44 AM
Account Reference	: SHCIL (FI) upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0108469693789276S
Purchased by	: YASHPAL SINGH LODHI
Description of Document	: Article 35 Lease
Property Description	: FLAT NO.301,3RD FLOOR,TOWER-K,SAMRIDHI GRAND AVENUE,PLOT NO.DV GH-09D,TECHZONE-IV,GR NOIDA WEST
Consideration Price (Fs.)	:
First Party	: GNIDA AND SAMRIDHI REALTY HOMES PVT LTD
Second Party	: YASHPAL SINGH LODHI
Stamp Duty Paid By	: YASHPAL SINGH LODHI
Stamp Duty Amount(Fs.)	: 2,00,400 (Two Lakh Four Hundred only)



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Y.P. Singh



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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.e-stamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



[Signature]
D.R. SHARMA
(Advocate)
G.B. Noida (U.P.)

TRIPARTITE SUB-LEASE DEED

Dwelling Unit No.301, Tower -K, on 3rd Floor, in the Complex known as "SAMRIDHI GRAND AVENUE" Built on Group Housing Plot No. DV GH-09D, Techzone-IV, Greater Noida West, Gautam Budh Nagar, Uttar Pradesh.

Sale Consideration	:	Rs.40,06,800/-
Market Value	:	Rs.32,23,000/-
Stamp Duty @ 5%	:	Rs.2,00,400/-
Car Parking	:	One Covered Parking
Floor	:	3 rd Floor
Super Area	:	1080 Sq. Ft. i.e. 100.37 Sq. Mtrs.
Power Backup	:	Yes
Swimming Pool	:	Yes
Club/Community Centre	:	Yes
Gym	:	Yes
Lift	:	Yes
Circle Rate	:	Rs.32000/- Per Sq. Mtrs.

Circle rate @Rs.32,000/- Per Sq. Mtrs.

(According to Govt. Circle Rate List Mentioned on page No.117, Sr. No.29 software V-Code is 0079, floor rebate is as per rate list.)

For & on behalf of GNIDA

Lessee



For & On behalf of
"M/s SAMRIDHI REALTY HOMES PVT. LTD."
Sub-Lessee

[Signature]
Sub-Sub-Lessee/s



THIS **TRIPARTITE SUB-LEASE DEED** is made and executed at Greater Noida, Distt. Gautam Budh Nagar, on this 10 day of Jan, 2020

BY AND BETWEEN

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

AND

M/s SAMRIDHI REALTY HOMES PVT. LTD. (PAN NO. AASCS7348Q), a Company registered under the Companies Act, 1956 having its corporate office at 438, Jagriti Enclave, New Delhi-110092, through its authorized signatory **MR. ANURAG AGRAWAL** (Aadhaar Card No.562842046351) S/o Shri Pramod Kumar Agarwal R/o L-513, Gali No.7, Shani Bazar Road, Sangam Vihar, Delhi-110062 presently residing at Samridhi Grand Avenue at Plot No. DV GH-09D, Techzone-IV, Greater Noida West, U.P., duly authorised by its Board of Directors vide Resolution dated **25/03/2018** (hereinafter referred to as the "**SUB-LESSEE**" FIRST/COMPANY, which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns) of the SECOND PART;

The said **MR. ANURAG AGRAWAL** Authorised Signatory of Lessee Company **M/s SAMRIDHI REALTY HOMES PVT. LTD.** has authorized and appointed to **MR. OMDUTT** (Advocate) (Aadhaar Card No.216485029107) S/o Late Hukam Singh C/o **M/s SAMRIDHI REALTY HOMES PVT. LTD.** at Plot No.DV GH-09D, Techzone-IV, Greater Noida West Gautam Budh Nagar, U.P., as his Authentic Attorney vide Authentic Power of attorney dated **04.05.2018** to present the Sub-Lease Deed(s) for registration before the Concerned Sub-Registrar Sadar Gautam Budh Nagar, U.P. in respect of the dwelling units/Flats/Apartments/commercial units and other units constructed in the Group Housing Complex "**SAMRIDHI GRAND AVENUE**" at Plot No. DV GH-09D, Techzone-IV, Greater Noida West, Gautam Budh Nagar, U.P., the said Authentic Power of Attorney has been registered in the office of Sub-Registrar Sadar Gautam Budh Nagar U.P., on dated 04.05.2018 as Document No.38 in Bahi No.5 Jild No. 8 on Pages 277 to 292.



For & on behalf of GNIDA

Lessor

For & On behalf of
"M/s SAMRIDHI REALTY HOMES PVT. LTD."
Sub-Lessee

Sub-Sub-Lessee/s

AND

MR. YASHPAL SINGH LODHI (PAN AFAPL2895K) (Aadhaar Card No.2192 0574 5439) S/o Shri Ram Charan Singh R/o Mophammadabad Urf Meria, Haridwar, Bulandshahr, Surajpur Makhena, Uttar Pradesh-202390, (Mob.7906824245) (hereinafter referred to as the **FINAL PURCHASER "SUB-SUB-LESSEE"/ALLOTTEE(S)**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

WHEREAS:

- A. **Greater Noida Industrial Development Authority ("GNIDA")** as Lessor invited bids under its reservation/acceptance letter no PROP/BRS-03/2010/1670 dated 23.07.2010 and allotment No. PROP/BRS-03/2010/13, dated 30.08.2010, for allotment of various plots, including the Plot No. GH-09D, Techzone-IV, Greater Noida West Distt. Gautam Budh Nagar U.P., for development of Residential Township with the permissible usage for development of Group Housing, Commercial, Institutional and Parks, open spaces, Play Ground, Roads and public parking.
- B. GNIDA allotted a plot bearing No. GH-09D, area measuring 354298 Sq. Mtrs. Techzone-IV, Greater Noida West Distt. Gautam Budh Nagar U.P., to M/S AMRAPALI DREAM VALLEY PVT. LTD.(hereinafter referred to as the Lessee) by virtue of Lease Deed dated 25.02.2011, which is duly registered with the office of Sub-Registrar, sadar, Greater Noida Gautam Budh Nagar, U.P. as Document No. 3267, Book No 1, Zild No. 8049 from Pages 1 to 30 on dated 25.02.2011, for the period of Ninety(90) years reckoned from execution of Lease Deed.
- C. And after that GNIDA and Lessee as per Lease Deed Dated 25/02/2011, transferred Plot No. DV GH-09D, Techzone-IV, Greater Noida West Distt. Gautam Budh Nagar U.P., area measuring **27989** Sq. Mtrs. to **M/s SAMRIDHI REALTY HOMES PVT. LTD. Having its registered office at 438, Jagriti Enclave, New Delhi-110092 (hereinafter referred to as "Company")** by virtue of Sub-Lease Deed dated **17.06.2013**, which is duly registered with the office of Sub-Registrar Sadar, Greater Noida, U.P. on Book No.1, Volume No.13499, on pages 243 TO 272 document No.14744,

For & on behalf of GNIDA

Lessor



For & On behalf of

"M/s SAMRIDHI REALTY HOMES PVT. LTD."

Sub-Lessee

Sub-Sub-Lessee/s

dated 17.06.2013, and the sub-Lease Deed is executed by and between GNIDA, Lessee and **M/s SAMRIDHI REALTY HOMES PVT. LTD.,**

- D. The Sub-Lessee/Company had obtained approval of layout for development of Group Housing project on the part of the above said land, project known as **"SAMRIDHI GRAND AVENUE"**, for development of Group Housing, Commercial and Facilities project etc. and carried out internal development work comprising of site clearance, leveling, construction of internal roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and obtained sanction of the building plans for development and construction of the Group Housing Building on the Said Land and as such, have constructed multi-storied complex and each consisting of several Flats/Dwelling Units, Club, Commercial Spaces, Gymnasium, Swimming Pool, Service Building etc. The said Building together with the Said Land shall hereafter be referred to and named as the **"SAMRIDHI GRAND AVENUE"**.
- E. **M/s SAMRIDHI REALTY HOMES PVT. LTD.** has developed a group housing complex named **"SAMRIDHI GRAND AVENUE"** (hereinafter called the said Complex") build on plot bearing No. DV GH-09D, Techzone-IV, Greater Noida West Distt. Gautam Budh Nagar U.P., area measuring 27989 Sq. Mtrs. being part of a Group Housing Lease Hold Plot No. GH-09D, Techzone-IV, Greater Noida West Distt. Gautam Budh Nagar U.P.,
- F. The said Sub-Sub-Lessee/allottee named above, applied to the Sub-Lessee/Company for allotment of a Flat/Dwelling Unit and the Sub-Lessee/Company allotted a Flat/Dwelling Unit bearing No.301, on 3rd Floor, Tower-K, Total Super area 1080 Sq. Ft. i.e. 100.37 Sq. Mtrs., project known as **"SAMRIDHI GRAND AVENUE"** built on Plot No. DV GH-09D, situated at Techzone-IV, Greater Noida West, District Gautam Budh Nagar, U.P. together with proportionate rights to use the common covered area, including all easement rights attached thereto, (hereinafter referred to as Said "Flat/Dwelling Unit") alongwith undivided and impartible leasehold rights in the portion of the Said Land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the ratio of the super area of the said Flat/Unit in the all phases of the Complex already build and to be build, more fully described in the Schedule given hereunder, on the terms and conditions as contained in the

For & on behalf of GNIDA
Lessor



For & On behalf of
"M/s SAMRIDHI REALTY HOMES PVT. LTD."
Sub-Lessee

Sub-Sub-Lessee/s

terms and conditions of **Allotment dated 12.02.2015** executed between the Sub-Lessee/Company and the Sub-Sub-Lessee/Allottee(s).

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

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

1. That in consideration of the amount of **Rs.40,06,800/-** (Rupees **Forty Lakh Six thousand Eight hundred Only**) paid by the Sub-Sub-Lessee/Allottee(s) to the Sub-Lessee/Company, the receipt whereof the Sub-Lessee/Company hereby admits and acknowledges, and the Sub-Sub-Lessee/Allottee(s) agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Letter, the Lease Deed executed between the Lessor and Lessee aforesaid and the Sub-Lease Deed executed between the Lessor, Lessee aforesaid and Sub-Lessee/Company, and the terms and conditions of Allotment Letter, executed between the Sub-Sub-Lessee/Allottee(s) and the Sub-Lessee/Company, the Sub-Lessee/Company doth hereby agrees to demise and the Sub-Sub-Lessee/Allottee(s) agrees to take on Sub-Lease the Said Flat/Dwelling Unit with all its sanitary, electrical, sewerage and other fittings 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 Flat/Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and

✓ For & on behalf of GNIDA

Lessor



For & On behalf of

"M/s SAMRIDHI REALTY HOMES PVT. LTD."

Sub-Lessee

[Signature]
Sub-Sub-Lessee/s

exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

2. That the Lessor and Sub-Lessee/Company both hereby grant Sub-Lease of the said Flat/Dwelling Unit unto the said Sub-Sub-Lessee/allottee, for unexpired period of 90 years, reckoned from **25.02.2011**.
3. The vacant and peaceful possession of the Said Flat/Dwelling Unit has been delivered to the Sub-Sub-Lessee/allottee(s) simultaneously with the signing and execution of this Sub-Lease Deed final, and the Sub-Sub-Lessee/allottee(s) has satisfied himself as to cost and the area of the Said Flat/Dwelling Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Sub-Lessee/allottee(s) has agreed not to raise any dispute at any time in future on this account.
4. That the said project is situated at Plot No. DV GH-09D, Techzone-IV, Greater Noida West, Gautam budh Nagar, Uttar Pradesh and the maintenance charges of the project are applicable and payable by the Sub-Sub-Lessee/allottee(s). The Sub-Sub-Lessee/allottee(s) has executed separate agreements namely Maintenance Agreement and Power Supply & Backup Agreement of the said Project, thus the Sub-Sub-Lessee/allottee(s) shall be bound by all the covenants and conditions therein.
5. That the up-keeping and maintenance of the project "**SAMRIDHI GRAND AVENUE**" shall be carried out by the Maintenance Agency till it be handed over to the A.A.O. (Association of Apartment Owners) as mentioned in UP Apartment Act-2010.
6. That the electricity supply to the Flat/Dwelling Unit of the Project "**SAMRIDHI GRAND AVENUE**" has been provided from single point electricity connection through separate meters. The maintenance charges of the Project "**SAMRIDHI GRAND AVENUE**", the Electricity consumption charges and Power Back-up charges (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.

For & on behalf of GNIDA

Lessor



For & On behalf of

"M/s SAMRIDHI REALTY HOMES PVT. LTD."

Sub-Lessee

Sub-Sub-Lessee/s

7. 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, munties, entrance lobbies, electric sub station, pump house, shafts, guard rooms and other common facilities of the Said Flat/Dwelling Unit. The Sub-Sub-Lessee/allottee(s) shall get exclusive possession of the built-up area, i.e., covered area, areas of balconies, area of lofts and area of cupboards, if any, of the Said Flat/Dwelling Unit. The title of the said Flat/Dwelling Unit is being transferred to the Sub-Sub-Lessee/allottee(s) through this Sub-Lease Deed Final. The Sub-Sub-Lessee/allottee(s) shall have no right, interest or title in the remaining part of the Complex, such as, club, open parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, munties, pump house, shafts, guard rooms etc., except the right of ingress and outgress in common areas, which shall remain the property of the Sub-Lessee/company. The right of usage of the common facilities is subject to the covenants herein contained and up-to-date payment of all dues.
8. That the Sub-Sub-Lessee/allottee(s) shall not be entitled to claim partition of his undivided share in the land of the project "**SAMRIDHI GRAND AVENUE**", as aforesaid, and the same shall always remain undivided and impartibly and unidentified. It is further clarified that the interest of the Sub-Sub-Lessee/allottee(s) shall be confined in the Said Land only. The Sub-Sub-Lessee/allottee(s) 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-Lease final deed liable for cancellation and the Sub-Sub-Lessee/allottee(s) will not be entitled to any compensation whatsoever.
9. 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, club and facilities therein, storage areas etc., and the un-allotted areas and Flats/Dwelling Units, shopping areas, if any, shall remain the property of

For & on behalf of GNIDA

Lessor



For & On behalf of

"M/s SAMRIDHI REALTY HOMES PVT. LTD."
Sub-Lessee


[Handwritten Signature]
Sub-Sub-Lessee/s

the Sub-Lessee/company and shall be deemed to be in possession of the Sub-Lessee/company, who has all the right to dispose of these properties.

10. 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-Sub-Lessee/allottee(s) himself to facilitate his loan/ financial assistance for purchase of the said Flat/ Dwelling Unit.
11. That the Lessor/GNIDA reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing thereon provided always that the Lessor/GNIDA shall make reasonable compensation to Sub-Sub-Lessee/Allottee(s) 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-Sub-Lessee/Allottee(s).
12. That the Lessor has received one time lease rent in respect of the said land from the Sub-Lessee/Company and hereby confirms that no lease rent is payable in future by the Sub-Sub-Lessee/allottee(s) in respect of the said Flat/Dwelling Unit during the period of Sub-Lease deed final.
13. That the Sub-Sub-Lessee/allottee(s) 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, other cess(s), charges, levies and impositions, levied by the Lessor/GNIDA 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 allotment of the said Flat/Dwelling Unit by the Sub-Lessee/Company.
14. That the Sub-Sub-Lessee/Allottee(s) shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed final, the Lease Deed, Sub-Lease Deed and the Allotment Letter and the terms & conditions of Allotment Letter and punctually observe the same in respect of the said Flat/Dwelling Unit purchased by him. The Lease deed and Sub-Lease Deed shall be deemed to be a part of this Sub-

For & on behalf of GNIDA
Lessor

For & On behalf of
"M/s SAMRIDHI REALTY HOMES PVT. LTD."
Sub-Lessee


Sub-Sub-Lessee/s

Lease deed final. The Sub-Sub- lessee/allottee(s) confirms that he has received a copy of the said Lease Deed and Sub-Lease Deed.

15. That the Sub-Sub-Lessee/allottee(s) shall not sell, transfer or assign, mortgage or sublet the whole or any part of the said Flat/Dwelling Unit to anyone except with the previous consent in writing of the Lessor/GNIDA and on such terms and conditions including the transfer charges/ fees as may be decided by the Lessor/GNIDA from time to time and shall have to follow the rules and regulations prescribed by the Lessor/GNIDA in respect of Lease-hold properties. However it will be obligatory to obtain a No Dues Certificate/NOC from the Sub-Lessee/Company in case of subsequent sub lease alongwith due incorporation of the particulars of the subsequent transferee(s) with the Sub-Lessee/Company, and the said NOC will be issued by the Sub-Lessee/Company upon payment of administrative charges/fees as may be decided by the Sub-Lessee/Company.

16. That whenever the title of the Sub-Sub-Lessee/Company in the said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed final, Lease Deed, Sub-Lease Deed and the terms and conditions of Allotment and the Maintenance Agreement referred to elsewhere in this Sub-Lease Deed final and he will be answerable in all respects to the Lessor/GNIDA therefore in so far as the same may be applicable and relate to the said Flat/Dwelling Unit.

a) That whenever the title of the said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferor and transferee shall within Three (3) months of transfer give notice of such transfer in writing to the Lessor/GNIDA and to the Sub-Lessee/Company and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance dues and other charges payable to the Sub-lessee/Maintenance Agency and obtain the No Dues of certificate from the Sub-Lessee/company or its nominee or the Association of Apartment Owners, as the case may be and No Dues for the Society Maintenance from the Sub-Lessee/company 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 to the Sub-Lessee/ Maintenance Agency.

b) In the event of death of the Sub-Sub-Lessee/allottee(s), the person on whom the rights of the deceased devolve by law of succession shall, within

For & on behalf of GNIDA
Lessor



For & On behalf of
"M/a SAMRIDHI REALTY HOMES PVT. LTD."
Sub-Lessee

[Handwritten Signature]
Sub-Sub-Lessee/s

Three (3) months of devolution give notice of such devolution to the Lessor/GNIDA and the Sub-Lessee/Maintenance Agency/ Association of Apartment, Owners (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/GNIDA or any other Government Agency.


c) The transferee or the person on whom the title devolves as the case may be, shall furnish the certified copies of documents, evidencing the transfer or devolution to the Lessor/Sub-Lessee and to the nominated Maintenance Agency that notwithstanding the reservations and limitations, the Sub-Sub-Lessee/allottee(s) shall be entitled to sublet the said flat/dwelling unit for purpose of private dwelling only in accordance with law.

17. That the Sub-Sub-Lessee/allottee(s) may mortgage the said Flat/Dwelling Unit in favour of the State or Central or financial institutions /commercial banks, etc., for raising loan with the prior permission of the Lessor and Sub-Lessee/company in writing before execution of Sub-Lease Deed final. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor/GNIDA of the unearned increase in the value of the said Flat/Dwelling Unit as first charge, having priority over the said mortgage charge. The decision of the Lessor/GNIDA in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor/GNIDA shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor/GNIDA 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.

18. That the Lessor/GNIDA and/or the Sub-Lessee/company 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 to the Sub-Sub-

For & on behalf of GNIDA
Lessor


For & On behalf of
"M/s SAMRIDHI REALTY HOMES PVT. LTD."
Sub-Lessee


Sub-Sub-Lessee/s

Lessee/allottee(s), except in case of emergency during the term of the Sub-Lease.

19. That the Sub-Sub-Lessee/allottee(s) shall from time to time and at all times pay directly to the local Government/ Central Govt./ Local Authority or Lessor existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the said Flat/Dwelling Unit hereby transferred.
20. That So long as each said Flat/Dwelling Unit shall not be separately assessed for the taxes, duties etc., the Sub-Sub-Lessee/allottee(s) 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 Sub-Lessee/company, who on collection of the same from all the Sub-Sub-Lessee(s)/allottee(s) of the Housing Complex shall deposit the same with the concerned Authority/Lessor. That the Sub-Sub-Lessee/allottee(s) shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Flat/Dwelling Unit.
21. (a) The Sub-Sub- Lessee/allottee(s) 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 purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Sub-Lessee may be a nuisance, annoyance or disturbance to the other/ neighboring owners of the said housing complex and persons living in the neighborhood.
- (b) The Sub-Sub-Lessee/allottee(s) will obey and submit to all directions, issues and regulations made by the Lessor/GNIDA 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.
22. That the Sub-Sub-Lessee/Allottee(s) shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/ permanent

For & on behalf of GNIDA

Lessor



For & On behalf of

"M/s SAMRIDHI REALTY HOMES PVT. LTD."

Sub-Lessee

Sub-Sub-Lessee/s

constructions carried out in the said Flat/Dwelling Unit or on the open or covered Car Parking space by the Sub-Sub-Lessee/allottee(s) shall be liable to be removed at his own cost by the Lessor or by the Sub-Lessee/company and /or by the Maintenance Agency with the prior approval of the Lessor/GNIDA. The charges levied by the Lessor/lessee in this regard shall be finalized and binding on the Sub-Sub-Lessee/Allottee(s).

23. That the Sub-Sub-Lessee/Allottee(s) shall, on the determination of the Sub-Lease of his share in the land, peaceably yield up the proportionate interest in the Land of project "**SAMRIDHI GRAND AVENUE**", as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.
24. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expenses of the Sub-Sub-Lessee/allottee(s) by the Sub-Lessee/company or the Maintenance Agency and all the Sub-Sub-Lessee(s) pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub-Sub-Lessee/allottee(s) 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.
25. That the Sub-Sub-Lessee/allottee(s) shall maintain the said Flat/Dwelling Unit including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the Building/ Complex. Further, he 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-Sub-Lessee/allottee(s) will neither himself 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-Sub-Lessee(s)/allottee(s). That the developer/Sub-Sub-Lessee introduced Anandi Consultants Pvt. Ltd. as maintenance agency and the maintenance agency and user are voluntarily entering into the present maintenance agreement with their own mutual consent to provide common maintenance service to the said complex/building and it is understood and agreed by the user that the company shall have no legal liability of any

For & on behalf of GNIDA

Lessor



For & On behalf of

"M/s SAMRIDHI REALTY HOMES PVT. LTD."

Sub-Lessee

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nature whatsoever arising from act of omission, commission, negligence, defaults of maintenance agency and/or the aforesaid agencies in providing the services and user fully understands and agrees for the same. That it is fully understood and agreed by the User, and user also agreed that the usage charges for use of swimming pool, club and club facilities are not included or covered under the scope of maintenance charges. That the user shall also be liable to pay the cost of addition which shall be demanding by the maintenance agency from time to time as per their rules and regulation. That the user is fully binding for follow all rules and regulation of maintenance agency as per their instructions.

26. That it shall be incumbent on each Sub-Sub-Lessee/allottee(s) to form and join an Association comprising of the Sub-Sub-Lessee(s)/Allottee(s) 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 Association. Facilities like dormitories, stores, shops, parking, etc., shall not be handed over to the Association and will be owned by the Sub-Lessee/company and may be sold to any agency or individual as the case may be on any terms as the Sub-Lessee/company would deems fit. 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-Sub-Lessee/allottee(s) may get insurance of the contents lying in the said Flat/Dwelling Unit at his own cost and expense. The Sub-Sub-Lessee/allottee(s) shall not keep any hazardous, explosive, inflammable material in the Building/Complex or any part thereof. The Sub-Sub-Lessee/allottee(s) shall always keep the Lessee or its Maintenance Agency or Association of Apartment Owners, harmless and indemnified for any loss and/or damages in respect thereof.
28. That the Sub-Sub-Lessee/allottee(s) 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-Sub-Lessee 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 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

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Lessor

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Sub-Lessee


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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-Sub-Lessee/allottee(s) shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, 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-Lessee/Sub-Sub-Lessee will not erect or permit to be erected on 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.
31. That the Sub-Lessee/Sub-Sub-Lessee shall not exercise its option of determining the lease for hold the Lessor 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 Sub-Sub- Lessee/allottee(s) and 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 Sub-Sub- Lessee/allottee(s) and 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-Sub-Lessee/allottee(s) 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-Sub-Lessee/allottee(s) and owners of the adjacent Flats/ Dwelling Units.
34. The Sub-Sub-Lessee/allottee(s) may undertake minor internal alterations in his Flat/Dwelling Unit only with the prior written approval of the Sub-Lessee/Company. The Sub-Sub-Lessee/allottee 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 units. In case damage is

For & on behalf of GNIDA
Lessor


 For & On behalf of
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 Sub-Lessee


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caused to an adjacent unit or common area, the Sub-Sub-Lessee/allottee(s) will get the same repaired.

- ii) Changes that may affect the façade of the unit (e.g. changes in windows, tampering with external, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
- iii) Making encroachments on the common spaces in the complex

35. That the Sub-Sub-Lessee/allottee(s) 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 Sub-Lessee/company or the Lessor/GNIDA, if required.
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) All the plumbing problems should be attended only by qualified or experienced plumber in the building. The plumbing Network inside the Flat/Dwelling Unit shall not be tampered with or modified in any case.
- (iv) Use of acids for cleaning the toilets should be avoided.
- (v) All the external disposal services to be maintained by periodical cleaning.
- (vi) No alterations will be allowed in elevation, even of temporary nature.
- (vii) Any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.
- (viii) Sub-Sub-Lessee/allottee(s) shall not cover the balcony/terrace of his Flat/Dwelling Unit by any structure, whether permanent or temporary.
- (ix) The Sub-Sub-Lessee/allottee(s) shall ensure that all water drains in the Flat/Dwelling Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., he should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.

For & on behalf of GNIDA
Lessor


 For & On behalf of
 "M/s SAMRIDHI REALTY HOMES PVT. LTD."
 Sub-Lessee


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- (x) Sub-Sub-Lessee/Allottee(s) should avoid random parking of his vehicle and use only his allotted parking bay.
- (xi) In case Sub-Sub-Lessee/allottee(s) rents out the Unit, then he is required to submit all details of the tenants to the Maintenance Agency/Association of Apartment Owners. The Sub-Sub-Lessee/allottee(s) 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.
- (xii) Sub-Sub-Lessee/allottee(s) is not allowed to put the grills in the Flat/Dwelling Unit as per individual wish, only the designs approved by the Sub-Lessee/company will be permitted for installation.

36. That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011 and Uttar Pradesh Apartments (Promotion of Construction, Ownership & Maintenance) (Amendment) act 2016, and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by all the Parties.
37. That the Sub-Sub-Lessee/allottee(s) and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises or the sanitary/water/electricity works therein.
38. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed shall be borne by the Sub-Sub-Lessee/allottee(s).
39. That the Lessor/GNIDA shall be entitled to recover all dues payable to it under the deed by the Sub-Lessee/Company as arrears of land revenue without prejudice to its other rights under any other law for the time being in force. That the Sub-Sub-Lessee/allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the stamp act and if any stamp duty and deficiency of stamp, imposed by the Govt./Competent Authority on the allotment letter, agreements for maintenance, electricity and power backup etc. shall be paid and borne by the Sub-Sub-Lessee/Allottee(s).
40. The provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Sub-Lessee/Sub-Sub-Lessee.

For & on behalf of GNIDA

Lessor



For & On behalf of

"M/s SAMRIDHI REALTY HOMES PVT. LTD."

Sub-Lessee

Sub-Sub-Lessee/s

41. That all powers exercisable by the Lessor/GNIDA under the Deed may be exercised by the Chief Executive officer of the Lessor/GNIDA. The Lessor/GNIDA may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor/GNIDA with the functions similar to those of the Chief Executive Officer.
42. The Chief Executive Officer of the Lessor/GNIDA 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 the same shall be binding and acting upon the Sub-Lessee/Sub-Sub-Lessee.
43. That in case of any breach of the terms and conditions of this deed by the Sub-Sub-Lessee/Allottee(s), and/or breach of terms and conditions of the Lease Deed executed between the Lessor and Lessee aforesaid and Sub-Lease Deed executed between the Lessor, Lessee aforesaid and Sub-Lessee/company and terms and conditions of Allotment for said Flat/Dwelling Unit between the Sub-Sub-Lessee and the Sub-Lessee/company, the Lessor and the Sub-Lessee/company will have the right to re-enter the said Flat/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Flat/Dwelling Unit, if it is occupied by any structure built un-authorisedly by the Sub-Sub-Lessee/Allottee(s), the Lessor/GNIDA and/or the Sub-Lessee/Company will remove the same at the expense and the cost of the Sub-Sub-Lessee/allottee(s). Before exercising the right of re-entry, due notice to the Sub-Sub-Lessee/Allottee(s) shall be given by the Lessor/GNIDA and/or the Sub-Lessee/Company to rectify the breaches within the period stipulated by the Lessor and/or the Sub-Lessee/Company.
44. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development ACT, 1976 (U.P. ACT NO. 6 OF 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act(re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).
45. That the declaration as provided in the Section 12 of U.P. Apartment Act, 2010 has been submitted by the Sub-Lessee/company in the office of competent Authority in respect of the project/building "**SAMRIDHI GRAND AVENUE**".

For & on behalf of GNIDA

Lessor



For & On behalf of

"M/s SAMRIDHI REALTY HOMES PVT. LTD."

Sub-Lessee

Sub-Sub-Lessee/s

SCHEDULE OF FLAT/DWELLING UNIT

Residential Flat/Dwelling Unit bearing No.301, on 3rd Floor in Tower-K, consisting of **2BHK+ONE KITCHEN+2TOILETS+ STUDY** and Balcony(s); having a Total Super area approximate **1080 Sq. Ft. i.e. 100.37 Sq. Mtrs.** along with right to use **One Covered** Car Parking Space in the "**SAMRIDHI GRAND AVENUE**", built on Plot No. DV GH-09D situated at **Techzone-IV**, Greater Noida West, Gautam Budh Nagar, U.P. along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the super area of the Said Flat/Dwelling Unit, as per the enclosed plan and bounded as follows:-

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

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

In presence of:
 Witnesses:

For & on behalf of *[Signature]* 18/11/2020.
G.N.I.D.A.
LESSOR


(1) _____ *[Signature]*
 Dilli Ram bhushal
 (DL NO. UP1620140024946
 s/O Shri Tarke Prasad Bhusal
 R/o Village-Chhalera Sector-44 Noida.

(2) _____ *[Signature]*
 Name: HARI KISHAN
 Voter ID No. NDT4407342
 S/o Late Surendra Kumar
 R/o House No. 87, Bhud Kaloni
 Surajpur Greater Noida


FOR & ON BEHALF OF
"M/s SAMRIDHI REALTY HOMES PVT. LTD."

SUB-LESSEE
[Signature]
SUB-SUB-LESSEE/S

For & on behalf of GNIDA
[Signature]
Lessor


For & On behalf of
"M/s SAMRIDHI REALTY HOMES PVT. LTD."
Sub-Lessee

[Signature]
Sub-Sub-Lessee/s