

Annexure-8



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

Vinod Pathi

Advocate

Plot No. Gamma II

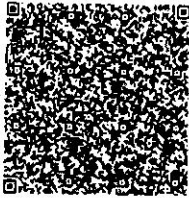
Greater Noida, U.P.

Phone: 811586342

e-Stamp



Certificate No. : IN-UP17242822706473S
Certificate Issued Date : 18-Dec-2020 02:17 PM
Account Reference : NEWIMPACC (SV)/ up14002404/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400240426988028169641S
Purchased by : SHIVANI DHAKA
Description of Document : Article 35 Lease
Property Description : FLAT NO.J-303,NRI RESIDENCY,PLOT NO.GH-01,SECTOR-OMEGA-II,GREATER NOIDA
Consideration Price (Rs.) :
First Party : GNIDA AND SDS INFRATECH PRIVATE LIMITED
Second Party : SHIVANI DHAKA
Stamp Duty Paid By : SHIVANI DHAKA
Stamp Duty Amount(Rs.) : 3,71,200
(Three Lakh Seventy One Thousand Two Hundred only)



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21/12/2020

Handwritten signature



Handwritten signature
Shivani Dhaka

0003065899

Caution Alert

This e-Stamp Certificate should be verified at www.uptstamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India and is available on the Website/Mobile App. Invalid if not verified.



SUB-LEASE DEED

SALE CONSIDERATION	: RS. 54,14,562/-
CIRCLE RATE VALUE	: RS. 76,23,000/-
STAMP DUTY PAID	: RS. 3,71,200/- (For Lady)
REBATE FOR WOMEN	: RS. YES
CAR PARKING	: 1(ONE) BASEMENT CAR PARKING
SUPER AREA	: 226.67 SQ. MTR. (2438.983 SQ. FT)
FLOOR	: 03 RD (THIRD FLOOR)
CIRCLE RATE	: RS. 35500/- PER SQ. METER

Circle rate reference : Page No. 134, Serial No. 13, Software V-Code 0027 of the current Government Circle Rate List as applicable in District- Gautambudh Nagar (U.P.). Floor wise Rebate mentioned on page No. 141 of the current Government Circle Rate List

THIS SUB-LEASE DEED is made at **Greater Noida**, District Gautam Budh Nagar, U.P. on this 30th day of June 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 "**AUTHORITY**"), which expression shall unless the context does not so admit include its successor and assigns, of the **FIRST PART**.

AND

M/s. SDS INFRATECH PRIVATE LIMITED (PAN NO. AALCS9533N), a Company registered under the Indian Companies Act, 1956 and having its Regd. Office at S-561, School Block, Shakarpur, New Delhi 110092 through its **Manager (Legal)/ Authorized Signatory Mr. Puneet Gupta** son of **Shri Praveen Kumar Gupta** resident of **21, Naya Ganj, Ghaziabad, Uttar Pradesh** vide Board resolution dated **13.02.2017**, hereinafter called the **LESSEE**, (hereinafter referred to as the "**DEVELOPER / LESSEE**"), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assignees of the **SECOND PART**.

For & on behalf of GNIDA

For & on behalf of

M/s. SDS Infratech Private Limited

Sub-Lessee(s)

Lessor/First Party

Lessee/~~Second~~ Party

Third Party

AND

MRS. SHIVANI DHAKA (PAN NO. AFRPD4520L), (AADHAAR NO.-8072 5518 4704) W/O MR. NARENDRA KUMAR R/O HOUSE NO.- 33, FIRST FLOOR, THE LILAC, A-2, SECTOR-49, SOHNA ROAD, GURUGRAM, HARYANA, PIN NO.- 122018. (hereinafter referred to as the 'SUB-LESSEE'), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns, of the **THIRD PART**.

WHEREAS:

- A. Greater Noida Industrial Development Authority ("**Authority**") invited bids under their scheme No. **BRS-01/08-09** for allotment of various Plots for development of Group Housing, situated in different sectors of Greater Noida City, District Gautam Budh Nagar, Uttar Pradesh.
- B. The Developer herein, submitted its bid for Allotment of plot of land being Builders Residential Plot Nos. **GH-01A**, & **GH-01B** both situated in sector Omega- II, Greater Noida, District Gautam Budh Nagar (U.P.).
- C. The Developer herein, was the successful bidder for Plot Nos. **GH-01A**, & **GH-01B**, both situated in Sector-**Omega-II**, Greater Noida, District Gautam Budh Nagar (U.P.), both plots totally ad-measuring **44456.00** Sq. Meter.
- D. And whereas, the Authority merged both the aforesaid plots in one plot numbered as builders Residential Plot No. **GH- 01**, ad-measuring **44456.00** Sq. Meter Sector-**Omega-II**, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, (hereinafter referred to as the "**Said Land**").
- E. Greater Noida Industrial Development Authority, allotted a Plot No.**GH-01** total area measuring **44456.00** Sq. Meter, Sector-**Omega-II**, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh under the Scheme **BRS-01/08-09**, vide its Allotment Letters bearing No. **Prop/BRS01/08-09/2009/11307** dated **29.07.2009** & **Prop/BRS01/08-09/2009/11308** dated **29.07.2009**, on the terms and conditions contained in the said letter of allotment for the purpose of constructing Group Housing Complex thereon and to allot developed Flats/Dwelling Units so constructed to the individuals as its Allottees.
- F. The Allotment letter provides that the Developer 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.

For & on behalf of GNIDA

Lessor/First Party

For & on behalf of

M/s. SDS Infratech Private Limited

Lessee/Second Party

Sub-Lessee(s)

Third Party

- G. The Authority has executed a Lease Deed dated 27.08.2009, which was duly registered with the Sub-Registrar, Greater Noida City, District Gautam Budh Nagar, Uttar Pradesh, registered in **Book No 1 Volume No. 4983, Pages 271 to 302, Document No.10512, registered on 27.08.2009**, demised the said Land/Plot No. GH-01, area measuring **44456.00 Sq Meter, Sector-Omega II, Greater Noida, District- Gautam Budh Nagar, Uttar Pradesh** in favour of the Developer (hereinafter referred to as the "**Lease Deed**") as the Lessee on certain terms and conditions, inter-alia; to construct and thereafter transfer the developed Flats/Dwelling Units in favour of its Allottees for the unexpired period of Lease Deed executed in favour of the Developer.
- H. The Authority issued a Possession Certificate dated **27.08.2009** in respect of said plot in favour of Lessee.
- I. The Developers/Lessee had carried out internal development work comprising of site clearance, leveling, construction of roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Authority 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 House, Gymnasium, Swimming Pool, Service Building, etc. The said Buildings together with the Said Land shall hereafter be referred to and named as the "**NRI Residency**".
- J. The Sub Lessee named above, applied to the Developer/Lessee for allotment of a Flat/ Dwelling Unit and the Developers/Lessee allotted a Flat/ Dwelling Unit bearing No. **J-303**, on **03RD Floor**, in Tower No. **J** total Super area approximate **226.67 Sq. Mtrs. (2438.983 Sq. Ft.)** built on Plot No. **GH-01**, situated at **Sector-Omega-II, Greater Noida, District Gautam Budh Nagar, U.P.** (hereinafter referred to as "**Said Flat. / Dwelling Unit**") along with undivided and importable lease-hold 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 Apartment to the total super area in the Complex, more fully described in the Schedule given hereunder, together with proportionate rights to use the common covered area, including all easement rights attached thereto, hereinafter referred to as the "**Said Unit**" on the terms and conditions as contained in the terms and conditions of **Deed of Allotment** executed between the Developers / Lessee and the Allottee/s/Sub Lessee.

For & on behalf of GNIDA

Author/First Party

For & on behalf of

M/s. SDS Infratech Private Limited

Lessee/Second Party

Sub-Lessee(s)/

Third Party

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

1. That in consideration of the amount of Rs. 54,14,562/- (Rupees Fifty Four Lakh Fourteen Thousand Five Hundred Sixty Two Only) paid by the Allottees to the Developers / Lessee, the receipt whereof the Developers / Lessee hereby admits and acknowledges, and the Allottee/s/Sub Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Letter, the Lease Deed executed between the Authority and the Developers/Lessee and the terms and conditions of Allotment executed between the Allottee/s/Sub Lessee and the Developers/Lessee, the Developers/Lessee doth hereby agrees to demise and the Allottee(s) agrees to take on Sub-Lease the Said Flat/Dwelling Unit with all its sanitary, electrical, sewerage and other fittings, more particularly described in the Schedule hereunder written and for clearness has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said Flat / Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Authority and the Developers/Lessee doth hereby grant Sub-Lease of the said Flat/ Dwelling Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from 27.08.2009.
3. The vacant and peaceful possession of the Said Flat/Dwelling Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself/herself/ themselves as to the area of the Said Flat/Dwelling Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
4. That for computation purpose, the super area means and includes the covered area, areas of the balconies, cupboards, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/ overhead water tanks, munties, entrance lobbies, electric sub-station, pump house, shafts, guard rooms and other common facilities of the Said Flat/Dwelling Unit. The Sub-Lessee shall get exclusive possession of the built-up area, i.e., covered area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said Flat/Dwelling Unit. The Sub-Lessee is being transferred the title of the Said Flat/ Dwelling Unit through this Sub Lease Deed. The Sub-Lessee 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 in common areas, which shall remain the property of the Developers/Lessee. The right of usage of the common facilities is subject to the covenants herein contained and up-to-date payment of all dues.

For & on behalf of GNIDA

Lessor/First Party

For & on behalf of

M/s. SDS Infratech Private Limited

Lessee/~~Second~~ Party

Sub-Lessee(s)/

Third Party

5. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land, as aforesaid, and the same shall always remain undivided and impartibly and unidentified
6. The Sub-Lessee undertakes to put to use the said Flat/Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the said Flat/ Dwelling Unit other than residential will render Sub-Lease liable for cancellation and the allottee/Sub-Lessee will not be entitled to any compensation whatsoever.
7. That except for the transfer of said flat/dwelling unit all common easementary rights attached therewith, the entire common areas and facilities provided in the complex and its adjoining areas including the unclothed terrace/roof, unreserved open and covered parking spaces, club and facilities therein, storage areas etc. and the unallotted areas and flats/ dwelling units, shopping areas, if any shall remain the property of the Developers/Lessee and shall be deemed to be in possession of the Developers/Lessee.
8. That the said Flat/ Dwelling Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself/ herself/ themselves to facilitate his/ her /their loan/ financial assistance for purchase of the said Flat/ Dwelling Unit.
9. That the Authority reserves the right and title to all mines and minerals, coals, washing gold's, earth, oils, quarries, in, over, or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on provided always that the Authority shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Authority on the amount of reasonable compensation will be final and binding on the Sub-Lessee.
10. That the Authority has received one time lease rent in respect of the said land from the Developers/Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lease in respect of the said Flat/ Dwelling Unit during the period of Sub-Lessee.
11. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, charges, levies and impositions, levied by the lessor and/or any other local or statutory authority from time to time in proportion to the area of the said Flat/ Dwelling Unit from the date of allotment of the said Flat/Dwelling Unit by the Developers.

For & on behalf of GNIDA

Lessor/First Party

For & on behalf of

M/s. SDS Infratech Private Limited

Lessee/Second Party

Sub-Lessee(s)/

Third Party

12. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, the Lease Deed and the Allotment Letter and the terms & conditions of **Deed of Allotment** as referred hereinabove, and punctually observe the same in respect of the said Flat/Dwelling Unit purchased by him. The Lease deed shall be deemed to be a part of this sub lease deed. The sub lessee confirms that he/she has received a copy of the said lease deed.
13. That the Sub-Lessee shall not sell, transfer or assign the whole or any part of the said Flat/ Dwelling Unit to anyone except with the previous consent in writing of the Lessor / Authority and on such terms and conditions including the transfer charges/ fees as may be decided by the Authority from time to time and shall have to follow the rules and regulations prescribed by the Authority in respect of Lease-hold properties.
14. That whenever the title of the Sub-Lessee 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, Lease Deed and the terms and conditions of **Deed of Allotment** and the Maintenance Agreement referred to elsewhere in this Sub -Lease Deed and he/she/ they be answerable in all respects to the Lessor therefor in so far as the same may be applicable and relate to the said Flat/ Dwelling Unit.
- 15.a) That whenever the title of the said Flat/ Dwelling Unit is transferred in any manner whatsoever, the transferor and transferee shall within 3(Three) months of transfer give notice of such transfer in writing to the Authority and to the Developers /Lessee and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency 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 Maintenance Agency.
- 16.b) In the event of death of the Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within 3(Three) months of devolution give notice of such devolution to the Authority and the Developers/ Lessee and the Maintenance Agency. 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, Authority or any other Government Agency.
- c) The transferee or the person on whom the title devolves as the case may be shall furnish to the Authority, Developers/Lessee and to the nominated Maintenance Agency certified copies of documents evidencing the transfer or devolution.

For & on behalf of GNIDA

Lessor/First Party

For & on behalf of

M/s. SDS Infratech Private Limited

Lessee/Second Party

Sub-Lessee(s)/

Third Party

17. That notwithstanding the reservations and limitations as mentioned in Clause-14 above, the Sub-Lessee shall be entitled to sublet the said Flat/ Dwelling Unit for purposes of private dwelling only in accordance with law
18. That the Sub-Lessee 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 Developers/Lessee in writing till the execution of Sub-Lease Deed. Subsequent to the execution of this Sub-Lease Deed the Sub Lessee can mortgage the said Flat/ Dwelling Unit with the prior permission of the Authority in writing. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Authority shall be entitled to claim and recover such percentages as may be decided by the Authority 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 Authority in respect of the market value shall be final and binding on all the parties concerned. Provided further the authority shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Authority of the unearned increase as aforesaid. The Authority'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.
19. That the Authority and/or the Developers/ Lessee and /or the Maintenance Agency and their employees shall have the right to enter into and upon the said Flat/ Dwelling Unit, lawn and terrace area in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice except in case of emergency during the term of the Sub-Lease and the Authority/ Maintenance Agency will give notice of the provisions of this Clause to his/her/their tenants.
20. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/ Central Govt./ Local Authority or GNIDA 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.
21. So long as each said Flat/ Dwelling Unit shall not be separately assessed for the taxes, duties etc. the sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Flat/ Dwelling Unit to the Maintenance Agency or to the Developers/Lessee, who on collection of the same from all the Sub-Lessees of the Housing Complex shall deposit the same with the concerned Authority/GNIDA.
22. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Flat/Dwelling Unit.

For & on behalf of GNIDA

First Party

For & on behalf of

M/s. SDS Infratech Private Limited

Lessee/Second Party

Sub-Lessee(s)/

Third Party

22. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Flat/Dwelling unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Authority and/or Developers/Lessee may be a nuisance, annoyance or disturbance to the other owners of the said housing complex and persons living in the neighborhood.

(b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Authority 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.

23. That the Sub-Lessee 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 constructions carried out in the said Flat/Dwelling Unit or on the open or covered Car Parking space by the Sub-Lessee shall be liable to be removed at his/her/their cost by the Sub-Lessee Developers/Lessee and /or by the Maintenance Agency with the prior approval of the Authority. The charges levied by the Lessor in this regard shall be finalized and binding on the sub-lessee.

24. That the Sub-Lessee shall on the determination of the Sub-Lease of his/her/their share in the land, peaceably yield up the proportionate interest in the Said Land, as aforementioned, unto the Authority with/without removing the superstructure within the stipulated period from the land.

25. That the Developers/ Lessee reserves the right to entrust the job of maintenance and upkeep of the open areas, common areas facilities of the Complex including services to any agency that the Developers/ Lessee may deem fit. The Sub-Lessee shall enter into a Maintenance Agreement with the Maintenance Agency and further undertake to pay Interest Free Maintenance Security Deposit and recurring Maintenance charges, watch and ward charges, power and water consumption charges and other charges including administrative charges, etc., as determined by the Maintenance Agency maintaining the Complex. Any recurring or lumpsum charge for provision of any common facilities are to be provided in future by the Developers/ Lessee or the Maintenance Agency so engaged shall be payable by the Sub-Lessee to the Developers/ Lessee or the Maintenance Agency in proportion to his/her/their share as determined by the Developers/ Lessee or the Maintenance Agency. Default in making payment of power back-up charges and/or maintenance charges shall entitle the Maintenance Agency to effect discontinuation of services and disallow the use of common services including lifts, water supply, sewerage connection, overhead tank facility for water storage, power supply, power back-up, etc., to the said Flat/ Dwelling Unit.

For & on behalf of GNIDA

Lessor/First Party

For & on behalf of
M/s. SDS Infratech Private Limited

Lessee/Second Party

Sub-Lessee(s)/

Third Party

26. That the power back-up charges and the maintenance charges shall be payable within 7(Seven) days of demand. In case of delay in payment of the same within this period, interest @ 18% p.a. shall be charged for the period of delay. Further, the Developers/ Lessee / Maintenance Agency shall also recover the defaulted amount from the Interest Free Maintenance Security of the Sub-Lessee. The Developers/ Lessee/ Maintenance Agency shall reserve the right to enhance the maintenance charges payable, by way of further one time annual or monthly charges, if those fall insufficient for the proper maintenance of the Complex. The Developers/ Lessee shall maintain the Complex, till the maintenance of the Complex is handed over to the Residents Welfare Association or for a period of 1(One) year from the date of completion of the Complex or unit, whichever is earlier. The Developers/ Lessee shall transfer the Interest Free Maintenance Security, after deduction of default amount of maintenance and electricity charges due from the Sub-Lessee, if any. The Developers/ Lessee may outsource any or all maintenance activities to outside agencies and authorize them to do all acts that are necessary in this regard.
27. That the Developers/ Lessee shall have to provide power back-up system to each Flat/ Dwelling Unit and the common services and facilities of the Complex. The Sub- Lessee shall be liable to pay regularly and timely the charges towards electricity consumed by the Sub-Lessee through the power supply and the proportionate running cost of power back up system over and above the general maintenance charges, electricity consumed through the power back up system, at such rates, taxes, levies, service charges, etc., as determined by the Developers/ Lessee and the Maintenance Agency, failing which supply of electricity can be discontinued by the Maintenance Agency.
28. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the Developers/ Lessee or the Maintenance Agency provided all the Sub-Lesseees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub- Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.
29. That the Sub-Lessee shall maintain the said Flat/ Dwelling Unit including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in good tenantable repairs, state, order and conditions in which it is delivered to him/her/them and in particular so as to support, shelter and protect the other parts of the Building/ Complex. Further, he/she/they will allow the Complex maintenance teams access to and through the said Flat/ Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Lessee will neither himself/ herself/ themselves permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the Local Authorities or the Association of the Sub-Lesseees.

For & on behalf of GNIDA

Lesser/First Party

For & on behalf of

M/s. SDS Infratech Private Limited

Lessee/Second Party

Sub-Lessee(s)/

Third Party

30. That it shall be incumbent on each Sub-Lessee to form and join an Association comprising of the Sub-Lesseees for the purpose of management and maintenance of the Complex. 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 Developers/ Lessee and may be sold to any agency or individual as the case may be on any terms as the Developers/Lessee would deem fit. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on such charges as prescribed by the Lessor.
31. That the Sub-Lessee may get insurance of the contents lying in the said Flat/ Dwelling Unit at his/her/their own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/ Complex or any part thereof. The Sub-Lessee shall always keep the Developers/ Lessee or its Maintenance Agency or Residents Association/ Society harmless and indemnified for any loss and/or damages in respect thereof.
32. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Flat/Dwelling Unit in any form. The 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 Units and attached terraces on upper Flats/ Dwelling Units and in the open car parking spaces, which shall always remain open to sky.
33. That the Sub-Lessee 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.
34. That Lessee/Sub Lessee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.
35. That the Lessee / 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.

For & on behalf of GNIDA

Lessor/First Party

For & on behalf of

M/s. SDS Infratech Private Limited

Lessee/Second Party

Sub-Lessee

Third Party

36. That the transfer of the individual area allotted for Directors / Executives / Workers within the allotted plot may be allowed as per prevailing terms and conditions of the Lessor.
37. That the Lessee/Sub Lessee/Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee /Sub Lessee / tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be constructed over the demised wall of the building except which shall be constructed over a demised-premises at a place specified for the purpose by the lessor in the architectural controls.
38. That the Sub-Lessee shall not remove any walls of the said Flat/ Dwelling Unit including load bearing walls and all the walls /structures of the same shall remain common between the sub-Lessee and owners of the adjacent Flats/ Dwelling Units.
39. The Sub-Lessee may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the Developers/ Lessee. The Sub- Lessee shall not be allowed to effect any of the following changes/alterations:
- i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Sub-Lessee 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.
40. That the Sub-Lessee shall strictly observe the following points to ensure safety, durability and long term maintenance of the Building –
- (i) No changes in the internal lay-out of a flat should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Authority, if required.
 - (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
 - (iii) All the plumbing problems should be attended by only qualified or experienced plumber in the building. The plumbing Network inside the Flat/ Dwelling Unit is not tampered with or modified in any case.
 - (iv) Use of acids for cleaning the toilets should be avoided.
 - (v) All the external disposal services to be maintained by periodical cleaning.
 - (vi) No alterations will be allowed in elevation, even of temporary nature.
 - (vii) Any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.

For & on behalf of GNIDA

Lessor/First Party

For & on behalf of

M/s. SDS Infratech Private Limited

Lessee/Second Party

Sub-Lessee(s)/

Third Party

- (viii) Sub-Lessee shall not cover the balcony/terrace of his/her/their Flat/Dwelling Unit by any structure, whether permanent or temporary.
- (ix) The Sub Lessee shall ensure that all water drains in the Flat/ Dwelling Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
- (x) Sub-Lessee should avoid random parking of his/her vehicle and use only his/her/ their allotted parking bay.
- (xi) In case Sub- Lessee rents out the Unit, he/she/they is/are required to submit all details of the tenants to the Estate Office. The Sub-Lessee will be responsible for all acts of omission and commission of his/her/ their tenant. The Complex management can object to renting out the premises to persons of objectionable profile.
- (xii) Sub-Lessee is not allowed to put the grills in the Flat/ Dwelling Unit as per individual wish, only the designs approved by the Developers/ Lessee will be permitted for installation.

41. That the provisions of U.P. Industrial Development Act, 1976 and Directions / Rules / Regulations issued thereunder the Uttar Pradesh Apartments Act, 2003/ Uttar Pradesh Flat Owner's Act, as amended, from time to time and the Uttar Pradesh Ownership of Flats Rules, 1984, and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by the Sub-Lessee.
41. That the Sub-Lessee and all other persons claiming under him/her/them shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises or the sanitary/water/electricity works therein.
42. The Sub-Lessee shall have no right to object to the Developers/Lessee constructing and/or continuing to construct other buildings/flats /dwelling units adjoining the said Flat/Dwelling Unit. If at any stage further construction in the complex becomes permissible, the Developers/Lessee shall have the sole right to undertake and dispose of such construction without any claim or objection from the Sub-Lessee.
43. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Sub-Lessee.
44. That the lessor shall be entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
45. The provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Lessee.
46. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of judicature at Allahabad.

For & on behalf of GNIDA

For & on behalf of
M/s. SDS Infratech Private Limited
[Signature]
Lessee/Second Party

Sub-Lessee(s)/
[Signature]
Third Party