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SOMESH CHHOKAR
ADVOCATE
GREATER NOIDA

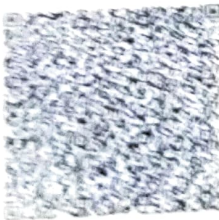


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

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Certificate No. : IN-UP91177390790004T
Certificate Issued Date : 23-Jun-2021 02:04 PM
Account Reference : SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPSHCIL0168465044242366T
Purchased by : MANISHA AND OTHER
Description of Document : Article 35 Lease
Property Description : SHOP NO.GF-125, GAUR CITY CENTER, PLOT NO.C-1A/GH-01,
SECTOR-4, GREATER NOIDA
Consideration Price (Rs.) :
First Party : GNIDA AND GAURSONS HI TECH INFRASTRUCTURE PVT.LTD
Second Party : MANISHA AND OTHER
Stamp Duty Paid By : MANISHA AND OTHER
Stamp Duty Amount(Rs.) : 2,11,300
(Two Lakh Eleven Thousand Three Hundred only)



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LOCKED

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For GAURSONS HI-TECH INFRASTRUCTURE PVT. LTD.

Authorized Signatory

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TRIPARTITE SUB-LEASE DEED

Govt. Valuation : Rs. 1294000/-
Sale Consideration : Rs. 4225000/- (Rupees Forty Two Lakh Twenty Five thousand Only)
Stamp Duty : Rs. 211300/-
Super Area : 15.578 sq.mtr. (168.00 sq.ft.)
Carpet Area : 8.625 sq.mtr. (93.00 sq.ft.)
Shop/Unit No. : GF-125/GAUR CITY CENTER, Floor Ground, situated at Plot No. C-01A/GH-01, Sector-04, Greater Noida

This Project Situated in Out of Group Housing so Govt. Valuation Calculated on Circle Rate of Rs.1,30,000/- per sq. mtr. (according to Govt. Circle Rate List) with 25% (loading) less of Super Area according the Govt. Circle Rate and floor rebate is as per Rate List.

THIS SUB-LEASE DEED is made at Greater Noida on this 20th day of March 2021.

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 Gaursons Hi-tech Infrastructure Pvt. Ltd., a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at 101, 1st Floor, Ashish Comm. Complex, Plot No. 2/3, LSC New Rajdhani Enclave, Delhi-92 And Corporate Office at Gaur Biz Park, Plot No. -1, Abhay Khand-II, Indirapuram, Ghaziabad(U.P) through its Authorized Signatory **Ms. Suman Sharma D/o Sh. Om Prakash Gaur** duly authorized by the Board of Directors vide Resolution dated **14-01-2021** (hereinafter referred to as the "**LESSEE**"), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **SECOND PART (PAN No. AACCG8097J)** and said **Ms. Suman Sharma** executed an Authentic Power of Attorney duly registered vide Document No. 3 Dated 23.03.2021 with the Sub-registrar Dadari at Gautam Budh Nagar in favour of Mr. Dinesh Kumar S/o Sh. Sanahi Lal for the presentation of the duly executed document for registration in the Sub-Registrar office.

For: GAURSONS HI-TECH INFRASTRUCTURE PVT. LTD.

Lessor

Lessee Authorized Signatory

Sub Lessee

AND

Mrs. Manisha W/o Mr. Narendra Pal Rana AND Mr. Narendra Pal Rana S/o Mr. M.S Rana, R/o- Village & P.O. Bhadal, Distt. Baghpat, U.P., INDIA 204001, individually jointly 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; (PAN- AJXPM0778M, Ph. No.- 9412117919)**

WHEREAS

- A. The Lessor invited bids under their Scheme No. RTS-01-2010(I) for allotment of various plots for development of Township in Greater Noida City, District Gautam Budh Nagar, Uttar Pradesh
- B. The Lessee herein, was the successful bidder for Plot No. GH-01, Sector 4, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 503216 Sq. Mtrs. approximately (hereinafter referred to as the "**SAID LAND**").
- C. The Said Land was allotted to the Lessee vide letter Prop/Township/2010/1419, dated 19.03.2010 on the terms and conditions contained in the said letter of allotment for the purposes of constructing Township Project thereon and to allot developed Plots and Flats/ Dwelling Units/Shops/Commercial Spaces/Facilities plot etc. so constructed to the individuals as its Allottees.
- D. The Allotment letter provides that the Lessee 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.
- E. The Authority as a Lessor vide Lease Deed dated 05.05.2010, duly registered with the Sub-Registrar, Greater Noida City, Distt. Gautam Budh Nagar, Uttar Pradesh, registered in Book No. 1 Volume No 6110 Pages 371 to 400 document No. 8016(hereinafter referred to as the 'Lease Deed') demised the Said Land in favour of the Lessee as the Lessee on certain terms & conditions, inter-alia, to construct and thereafter transfer the developed Plots and Flats/ Dwelling Units Shops/Commercial Spaces/Facilities Plot etc in favour of its Allottees for the un-expired period of Lease Deed executed in favour of the Lessee by executing the tripartite sub lease deed

FOR SAUNDERS METEOROLOGICAL INSTRUMENTS PVT. LTD.

Authorised Signatory

✓
Lessor

Lessee

Sub Lessee

- F. The Lessee had obtained approval of layout for development of Township namely "Gaur City" having division of said land into various part for development of Group Housing, Commercial and Facilities projects etc. and carried out internal development work comprising of site clearance, leveling, construction of roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and obtained separate sanctions of the building plans for development and construction on the divided plots of Said Land. Over a separate plot of the said land the Lessee has constructed multi-storied commercial complex/project consisting of several commercial units, commercial spaces, office spaces, kiosks, anchors spaces, food court etc. The said Building/complex/project together with the Land shall hereafter be referred named as the "**GAUR CITY CENTER**" in Township Gaur City situated at Plot No. C-01A/G.H.-01, Sector-04, Greater Noida, District Gautam Budh Nagar, U.P.
- G. The Sub Lessee named above, applied to the Lessee for allotment of a Shop/Unit and the Lessee allotted a Shop/Unit bearing No. **GF-125/GAUR CITY CENTER** on Floor **Ground** admeasuring approximately **15.578 sq.mtr. (168.00 sq.ft.)** super built-up area in the said **GAUR CITY CENTER**, situated in the Township Project "Gaur City" at Plot No. Pocket C-01A/G.H.-01, Sector 04, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh alongwith undivided and impartible leasehold rights in the portion of the Land underneath the building **GAUR CITY CENTER**, 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 "**Shop/Unit**" on the terms and conditions as contained in the terms and conditions of Allotment/Agreement for sale dated **09.09.2018** (hereinafter referred to as Allotment Letter) executed between the Lessee and the Allottee/s/Sub Lessee.
- H. The Third Party/Sub-Lessee has carried out the inspection of the lease deed executed in favour of Second Party by the First Party, Building plans of the said Project / unit, and has satisfied himself/herself/themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex **GAUR CITY CENTER**.

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

1. That in consideration of the amount of **Rs. 4225000/- (Rupees Forty Two Lakh Twenty Five thousand Only)**

For GAURSONS HI TECH INFRASTRUCTURE PVT LTD

Authorized Signatory

Sub Lessee

Lessor

Lessee

बही सं०: 1

रजिस्ट्रेशन सं०: 37310

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्ता

पदटा दाता: 1

श्री ग्रे०नो०ओ०वि०प्रा० द्वारा अराधना के द्वारा जीत गिरी, पुत्र श्री कमल गिरी

निवासी: ग्रे०नो०ओ०वि०प्रा०

व्यवसाय: नौकरी

पदटा दाता: 2

श्री मैसर्स गौडसन्स हाईटेक इन्फ्रास्ट्रक्चर प्रा० लि० द्वारा सुमन शर्मा के द्वारा दिनेश कुमार, पुत्र श्री सेही लाल

निवासी: गौड बिज पार्क इन्दिरापुरम गाजियाबाद

व्यवसाय: नौकरी

पदटा गृहीता: 1

श्रीमती मनीषा, पत्नी श्री नरेन्द्र पाल राणा

निवासी: ग्राम व पोस्ट ऑफिस- भादल, जिला-बागपत, उत्तर-प्रदेश

व्यवसाय: गृहिणी

पदटा गृहीता: 2

श्री नरेन्द्र पाल राणा, पुत्र श्री एम. एस. राणा

निवासी: ग्राम व पोस्ट ऑफिस- भादल, जिला-बागपत, उत्तर-प्रदेश

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनके पहचान

पहचानकर्ता: 1

श्री अंकुर भाटी, पुत्र श्री मान सिंह भाटी

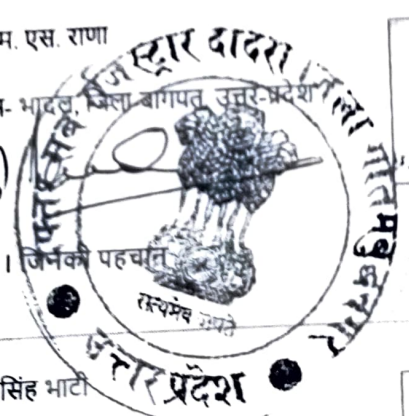
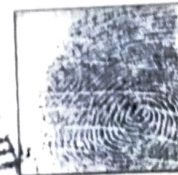
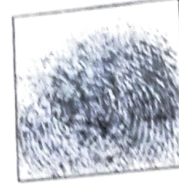
निवासी: फजायलपुर जीबी नगर

व्यवसाय: नौकरी

पहचानकर्ता: 2

श्री नीशू, पुत्र श्री अतीक खान

निवासी: सुलेमपुर गुजर जीबी नगर



- paid by the Allottee/s/Sub-Lessee to the Lessee, the receipt whereof the 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, the Lease Deed executed between the Lessor and the Lessee and the terms and conditions of Allotment Letter executed between the Allottee/s/Sub Lessee and the Lessee, the Lessee doth hereby agrees to demise and the Allottee(s) agrees to take on Sub-Lease the Said **Shop/Unit**, 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 **Shop/Unit** along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, Dx-Water cooled compressor system (if availed), installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Lessor and the Lessee doth hereby grant Sub-Lease of the said **Shop/Unit** unto the said Sub-Lessee, for remaining unexpired period of Lease of said land in favour of the Lessee.
 3. The vacant and peaceful possession of the Said **Shop/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 **Shop/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 the said project **GAUR CITY CENTER** is situated in Township "Gaur City" and township maintenance charges along with the maintenance charges of the project are applicable and payable by the sub-lessee. The one time interest free maintenance security (IFMS) also has been deposited by the sub-lessee, 25% of the IFMS deposit and 15% from the monthly maintenance charges of the Shop/Unit shall be transferred in the head of Township Maintenance. The Lessee shall have the right to apply all best possible methods available to him for collecting the township maintenance charges. The sub-lessee has executed separate agreements namely Township Maintenance Agreement, Maintenance Agreement of the Project **GAUR CITY CENTER** and Electricity supply agreement, the sub-lessee shall be bound by all the covenants and conditions mentioned therein.

5. That the electricity supply to the Shop/Unit of the project **GAUR CITY CENTER** has been provided from single point electricity connection through separate meters. The maintenance charges of the Project **GAUR CITY CENTER**, Township maintenance charges, electricity consumption charges and Power Back-up (if availed) will be charged through that electricity meter on prepaid basis, the electricity supply of the Shop/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.
6. That for computation purpose, the super area means and includes the covered area, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/overhead water tanks, mummies, entrance lobbies, electric sub station, pump house, shafts, guard rooms and other common facilities of the Said **Shop/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 **Shop/Unit**. The title of the Said **Shop/Unit** is being transferred to the Sub-Lessee through this Sub Lease Deed.
7. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land of the Project **GAUR CITY CENTER**, as aforesaid, and the same shall always remain undivided and impartibly and unidentified. This is further clarified that the interest of the Sub-Lessee shall be confined in the land of the project **GAUR CITY CENTER** only, sub-lessee shall not be concerned with the remaining land of the Township Gaur City "Said Land".
8. The Sub-Lessee undertakes to put to use the said **Shop/Unit** exclusively for the Commercial use only and for no other use/mixed use whatsoever. Use of the said **Shop/Unit** other than Commercial will render Sub-Lease liable for cancellation and the allottee/Sub-Lessee will not be entitled to any compensation whatsoever.
9. That except for the transfer of said **Shop/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, facilities therein, storage areas etc., and the unallotted areas and **Shop/Unit**, if any, shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who have the right to disposed of these properties.

For GAURSONS INFRASTRUCTURE PVT. LTD.

Lessee Authorized Signatory

Sub Lessee

✓
Lessor

10. That the said **Shop/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 **Shop/Unit**.
11. That the Lessor 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 Lessor shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee.
12. That the Lessor has received one time lease rent in respect of the land of **GAUR CITY CENTER** , First Phase from the Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said **Shop/Unit** during the period of Sub-Lease:
13. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, charges, levies and impositions, levied by the lessor and/or any other local or statutory authority from time to time in proportion to the area of the said **Shop/Unit** from the date of possession of the said Shop/Unit by the Lessee.
14. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, the Lease Deed and the Allotment Letter and the terms & conditions of Allotment as referred hereinabove, and punctually observe the same in respect of the said Shop/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.

FO: GAUKSONS HI-TECH INFRASTRUCTURE PVT. LTD.

Lessee Authorized Signatory

Sub Lessee

Lessor

15. That the Sub-Lessee shall not sell, transfer or assign the whole or any part of the said **Shop/Unit** to anyone except with the previous consent in writing of the Lessor and on such terms and conditions including the transfer charges/ fees as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties .
16. That it will be necessary to obtain a No Dues Certificate/NOC from the Lessee in case of subsequent sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Lessee, and the said NOC will be issued by the Lessee upon payment of administrative charges as applicable.
17. That whenever the title of the Sub-Lessee in the said **Shop/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 Allotment and the Agreements referred in this Sub -Lease Deed and he/she/ they be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said **Shop/Unit**.
18. a) That whenever the title of the **Shop/Unit** is subsequently transferred in any manner whatsoever. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges and obtain the No Dues of the Project **GAUR CITY CENTER** from the Lessee or its nominee(s) as the case may be and No Dues for the Township Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Shop/ Unit, failing which the transferee occupying the said Shop/Unit shall have to pay the outstanding dues .
- 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 Lessor and the Lessee/ Maintenance Agency (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Lessor or any other Government Agency.

FOR GAURSONS TECH INFRASTRUCTURE PVT LTD

Authorized Signatory

Sub Lessee

✓
Lessor

Lessee

- The transferee or the person on whom the title devolves in the case may be shall furnish to the Lessor and Lessee certified copies of documents evidencing the transfer or devolution.
- 19 That notwithstanding the reservations and limitations as mentioned in Clause 15 above the Sub-Lessee shall be entitled to exhibit the said Shop/Unit for purposes of private Unit only in accordance with law.
- 20 That the Sub-Lessee may mortgage the said Shop/Unit in favour of the State or Central or financial institutions / commercial banks etc. for raising loan with the prior permission of the 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 Shop/Unit with the prior permission of the Lessor in writing. 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 of the unearned increase in the value of the said Shop/Unit as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court.
- 21 That the Lessor and/or the Lessee and /or the Maintenance Agency and their employees shall have the right to enter into and upon the said Shop/Unit 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 Lessor/ Maintenance Agency will give notice of the provisions of this Clause.
- 22 That the Sub-Lessee shall from time to time and at all times pay directly to the local Government / Central Govt / Local Authority or LESSOR existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this Deed be assessed, charged or imposed upon the said Shop/Unit hereby transferred.

Lessor

Lessee

Signature

Sub Lessee

23. So long as each said Shop/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 Shop/Unit to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessees of the Complex shall deposit the same with the concerned local Authority or GNIDA.
24. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Shop/Unit.
25. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Shop/Unit any trade or business whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other owners of the said complex and persons living in the neighborhood.
- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor now existing or herein after to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the Complex.
26. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/ permanent constructions carried out in the said Shop/Unit by the Sub-Lessee shall be liable to be removed at his/her/their cost by the Lessor or by the Lessee and /or by the Maintenance Agency with the prior approval of the Lessor or Lessee. The charges levied by the Lessor or Lessee in this regard shall be finalized and binding on the sub-lessee.
27. That the Sub-Lessee shall on the determination of the Sub-Lease of his/her/their share in the land, peaceably yield up the proportionate interest in the Land of the project **GAUR CITY CENTER** , as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.

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 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 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.
30. That the Sub-Lessee may get insurance of the contents lying in the said Shop/Unit at his/her/their own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/ Complex or any part thereof. The Sub-Lessee shall always keep the Lessee/ Lessee or its Maintenance Agency or Residents Association/ Society harmless and indemnified for any loss and/or damages in respect thereof.
31. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Shop/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 shutters etc. and shall not carry out any change in the exterior elevation and design.
32. 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.
33. 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 GANESHWARI TECH INFRASTRUCTURE PVT. LTD.

Lessee

Sub Lessee

Lessor

34 That the Lessee/Sub Lessee/Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee /Sub Lessee / tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except at a place specified for the purpose by the Lessee.

35 That the Sub-Lessee shall not remove any walls of the said Shop/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 Units.

36 The Sub-Lessee may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the Lessee. The Sub- Lessee shall not be allowed to effect any of the following changes/alterations:

- i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent 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.

37 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 Unit should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose
- (iii) Use of acids for cleaning the toilets should be avoided.
- (iv) All the external disposal services to be maintained by periodical cleaning.
- (v) No alterations will be allowed in elevation, even of temporary nature

Lessor

Lessor

Sub Lessee

37. All 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.
38. In case Sub-Lessee wants not the List for the share it are required to submit all details of the tenants to the Management Agency Office. The Sub-Lessee will be responsible for all acts of omission and commission of his/her share tenant. The complete management fee share is covering all the provisions in respect of objectionable profile.
39. That the Sub-Lessee and all other persons claiming under him/her shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises.
40. 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/s, any deficiency in stamp duty shall be the sole liability of sub-lessee.
41. That the lessee 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.
42. The provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Lessee / Sub-Lessee.
43. That all powers exercised by the lessor under the lease may be exercised by the CEO of the lessor. The lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this lease. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the Chief Executive Officer.
44. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gwalior District Judge or the High Court of Judicature at Allahabad.
45. The Chief Executive Officer of the lessor reserves the rights to make such addition, alteration or modification in terms and conditions from time to time as he may consider just and reasonable.

 Lessee

 Lessee

 Sub-Lessee

45. That in case of any breach of the terms and conditions of this deed by the Sub-Lessee, and/or breach of terms and conditions of the Lease Deed executed between the Lessor and the Lessee and terms and conditions of Allotment for said Unit between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Shop/Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Shop/Unit, if it is occupied by any structure built un-authorisedly by the Sub-Lessee, the Lessor and/or the Lessee will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.
46. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development ACT, 1976 (U.P. ACT NO. 6 OF 1976) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974)
47. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer/Chairman of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer/Chairman.

Lessor

Lessee

Sub Lessee

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

In presence of:

Witnesses:

[Handwritten Signature]
20/10/21

Signed for & on behalf of the
Lessor/GNIDA

(1) Name: GAURSONS HI-TECH INFRASTRUCTURE PVT LTD

Address:

For: GAURSONS HI-TECH INFRASTRUCTURE PVT LTD

[Handwritten Signature]
Authorized Signatory

(2) Name:

Address:

Vishu Park, Kuchan
Salomiyah, Banjar
Gn. Negeri

Signed for & on behalf of the
LESSEE

SUB-LESSEE/S

For: GAURSONS HI-TECH INFRASTRUCTURE PVT. LTD.

[Handwritten Signature]
Authorized Signatory

Lessor

[Handwritten Signature]

[Handwritten Signature]
Sub Lessee

Lessor