



सत्यमेव जयते

INDIA NON JUDICIAL

AVINASH CHOUDHARY
ADVOCATE
SUB REGISTERAR OFFICE
NOIDA/GREATER NOIDA/GHAZIABAD
Reg. No. 9320/11 U.P.

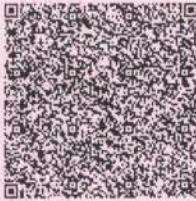
Government of Uttar Pradesh

e-Stamp

SIGNATURE

ACC NAME-UDIT BAISOYA ACC CODE-UPECOLUP 14012704
ACC ADDRESS-SEC-33, NOIDA MOBILE NO. 9971420682
LICENCE NO. 17412020-21 TEHSIL & DISTRICT G.B. NAGAR

Certificate No. : IN-UP41632320996600U
Certificate Issued Date : 12-Mar-2022 09:52 PM
Account Reference : NEWIMPACC (SV)/ up14012704/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1401270433119855989843U
Purchased by : MR PRABHAT KUMAR BARANWAL
Description of Document : Article 35 Lease
Property Description : FLAT NO-1104 11TH FLOOR TOWER 4 SUNWORLD ARISTA
PLOT NO GH-1C SECTOR 168 NOIDA G B NAGAR
Consideration Price (Rs.) :
First Party : NOIDA AND SUNWORLD RESIDENCY PVT LTD
Second Party : MR PRABHAT KUMAR BARANWAL
Stamp Duty Paid By : MR PRABHAT KUMAR BARANWAL
Stamp Duty Amount(Rs.) : 4,02,000
(Four Lakh Two Thousand only)



Please write or type below this line

For SUNWORLD RESIDENCY PVT. LTD.

AUTHORISED SIGNATORY



PU 0000465430

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shoikstamp.com' or using e-Stamp Mobile App of Stock Holding.
- Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

AVINASH CHODHARY
ADVOCATE
SUB REGISTRAR OFFICE
MUNDAWATER KIDWAGHATIA
Reg No 893041 U.P.

Government of Uttar Pradesh

NOTARIAL
AND NAME NOT. IN THE OFFICE OF THE
SUB REGISTRAR OFFICE, KIDWAGHATIA
MUNDAWATER, DISTRICT C.A. PUNJAB



For SUNWORLD RESIDENCY PVT. LTD.
AUTHORISED SIGNATORY

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सत्यमेव जयते

AVINASH CHOUDHARY
ADVOCATE
SUB REGISTRAR OFFICE
NOIDA/GREATER NOIDA/GHAZIABAD
Reg. No. 9320/11 U.P.

Government of Uttar Pradesh

e-Stamp

SIGNATURE

ACC NAME-UDIT BAISOYA ACC CODE-UPECOLUP 14012704
ACC ADDRESS-SEC-33, NOIDA MOBILE NO. 9371420683
LICENCE NO. 17412020-21 TEHSIL & DISTRICT G.B. NAGAR

Certificate No.	: IN-UP41776722674899U
Certificate Issued Date	: 14-Mar-2022 10:52 AM
Account Reference	: NEWIMPACC (SV)/ up14012704/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1401270474458053848748U
Purchased by	: MR PRABHAT KUMAR BARANWAL
Description of Document	: Article 35 Lease
Property Description	: FLAT NO-1104 11TH FLOOR TOWER-4 SUNWORLD ARISTA PLOT NO GH-1C SECTOR 168 NOIDA G B NAGAR
Consideration Price (Rs.)	:
First Party	: NOIDA AND SUNWORLD RESIDENCY PVT LTD
Second Party	: MR PRABHAT KUMAR BARANWAL
Stamp Duty Paid By	: MR PRABHAT KUMAR BARANWAL
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



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HARY
ADVOCATE
SUB REGISTRAR OFFICE
NOIDA/GREATER NOIDA/GHAZIABAD
Reg. No. 9320/11 U.P.



AVINASH CHANDRY
ADVOCATE
SUB REGISTRAR OFFICE
NOIDA/GREATER NOIDA/GHAZIABAD
Reg. No. 9320/11 U.P.

AGREEMENT TO SUB LEASE DEED
(With Possession)

Consideration price	: Rs. 80,42,483/-
Advance paid	: Rs. 80,42,483/-
Value as Per Circle Rate	: Rs. 64,03,000/-
Stamp Duty@5%	: Rs. 4,02,200/-
Description Property	: Unit No. 1104 Floor 11 th Tower/Block-“ T4” SUNWORLD ARISTA, Plot No. GH-01C Sector-168, NOIDA.
Flat Situated at	: 11 th [Floor Rebate – 16%]
Car Parking	: One (Covered)
Super Area	: 1955 Sq.ft.i.e 181.62 Sq.Mtrs.
Built Up Area	: 1564 Sq.ft.i.e 145.29 Sq. Mtrs
Circle Rate	: Rs. 40,000/- Per Sq.mtrs.

For SUNWORLD RESIDENCY PVT. LTD.


AUTHORISED SIGNATORY





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This Agreement to Sub-Lease Deed is made on this day of **14th March 2022**

BETWEEN

M/S SUNWORLD RESIDENCY, PRIVATE LIMITED (PAN-AAECB1359G) through its Authorized Signatory **Mr. Suresh Rawat & (AADHAR NO. XXXX-XXXX-2315)** S/o Mr. Prem Singh R/o 42, Vill – Aleth, Bakroti, Nainidanda (b), Pauri Garhwal, Dhoomakot, Uttarakand - 246161, duly authorized vide Board Resolution dated **07.08.2021**, hereinafter referred to as “Lessee” which expression shall, unless the context does not admit include it successors, administrators, representatives, transferee and assign on FIRSTPART.

AND

MR. PRABHAT KUMAR BARANWAL (PAN-ABHPB4484B) & (AADHAR NO. XXXX-XXXX-1864) S/O MR. DINESH CHANDRA BARANWAL R/O AARUSH OVERSEAS, CHAURI ROAD, BHIKHARIPUR, BHADOHI, SANT RAVIDAS NAGAR, UTTAR PRADESH – 221401, hereinafter referred to as “Sub-Lessee”/Allottee which expression shall, unless the context does not admit include its successors, administrators, representatives, transferee and assign on SECOND PART.

The expression and words of the Lessee & Sub Lessee shall mean and include their legal heirs, nominees, executors, successors, assignees, administrators and legal representative respectively.

Whereas the New Okhla Industrial Development Authority, hereinafter referred either as NOIDA or the Authority is the sole owner and Lessor of the Land comprised in plot no. GH-1C, Sector-168, NOIDA admeasuring 40221sm; hereinafter referred to as “Demised Land” fully described together with all easements upon the said plot of land.

And Whereas New Okhla Industrial Development Authority (NOIDA) has allotted the demised land to the Lessee on 01.09.2010 for the development of a GROUP HOUSING COMPLEX as per the terms and conditions of sub-lease deed dated 01.09.2010 registered with Sub-registrar-3 Noida on 01.09.2010 vide Book no. 1 Vol. no.2873, from pages 241 to 282 bearing document no. 5947 hereinafter referred to as “Original Lease Deed” for a period of 90 years commencing with effect from 01.09.2010

And Whereas lessee has developed Group Housing Complex namely “Sunworld Arista” at plot no. GH-01C, SECTOR-168, NOIDA, DISTRICT GAUTAM BUDH NAGAR, U. Pas per terms and conditions of the above lease deed.

And Whereas under the terms of the Lease Deed dated 01.09.2010 the Lessee can allot to its applicants a dwelling unit in the housing complex “SUNWORLD ARISTA”, including undivided share in land, common areas and facilities appurtenant to the dwelling units on such terms as decided by the Lessee.

And Whereas the Sub-Lessee had applied for allotment of an apartment and on relying upon the statements and representations made by Sub-Lessee at various stages, the Lessee

For SUNWORLD RESIDENCY PVT. LTD.


AUTHORISED SIGNATORY




पट्टा अनुबंध विलेख

बही सं०: 1

रजिस्ट्रेशन सं०: 1659

वर्ष: 2022

प्रतिफल- 8042483 स्टाम्प शुल्क- 402200 बाजारी मूल्य - 0 पंजीकरण शुल्क - 80450 प्रतिलिपिकरण शुल्क - 100 योग : 80550

श्री प्रभात कुमार बरनवाल ,
पुत्र श्री दिनेश चंद्र बरनवाल
व्यवसाय : अन्य

निवासी: आरुश ओवरसीस चोरी मार्ग भीखरीपुर भदोही संत रविदास नगर उत्तर
प्रदेश



ने यह लेखपत्र इस कार्यालय में दिनांक 14/03/2022 एवं 01:16:38 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ओमकार वर्मा (प्रभारी)

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

14/03/2022

चिवेक शर्मा

निबंधक लिपिक

प्रिंट करें



has allotted and received consideration mentioned herein above and shall deliver possession of the dwelling unit bearing no **T4-1104** in the aforesaid housing complex to the Sub-Lessee. The Sub-Lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned Lease Deed executed between the Lessor and the Lessee and on the terms and conditions specified in the Allotment Letter/Agreement dated - **21.06.2012** executed between the Lessee and Sub-Lessee.

And whereas, the development work has been completed by the Lessee and the apartments are ready for occupancy and the Competent Authority i.e NOIDA has issued Occupancy Certificate vide its letter dated **15.07.2019** Since, the Lessee has applied for some financial adjustments which are required to be done before allowing the creation of third party rights over the built apartments and common areas and faculties and the said application is in active consideration of Noida but the Lessee is getting regular instruction from UPRERA; pressing for transfer of possession to the allottees with out any delay. The Lessee cannot handover physical possession of flat without executing transfer deed which is only happened after the due permission and participation of the Competent Authority. Further, the District Collector is also pressing for execution of Agreement to Sub-Lease with possession after payment of applicable stamp duty as per circle rate with object to facilitate the early possession and collection revenue for state exchequer.

And whereas Sub-Lease undertakes to execute tripartite Sub-lease deed as and when the Lessor i.e NOIDA grants its permission after doing all the financial adjustments as sought by the Lessee and/ or as applicable prior to the execution of Tripartite Sub-Lease Deed.

And Whereas the Sub-Lessee has carried out the inspection of the Building plans of the said dwelling unit, and has satisfied itself as to the soundness of construction thereof as well as conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said dwelling unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said housing complex.

NOW THIS INDENTURE WTNESSETH AS FOLLOWS:

- (A) That this agreement to sublease is subject to execution of Tripartite Sub Lease Deed as and when the Confirming Party New Okhla Industrial Development Authority (NOIDA) gives its consent for execution of Tripartite Sub Lease Deed and at the time of execution of Tripartite Sub Lease Deed, a stamp duty of Rs. 50/-will be charged as per the provisions of the Article-35(B) of Schedule1-B of India Stamp Act, 1899.
- (B) That in consideration of the amount of Rs **80,42,483/- (Rupees Eighty Lac Forty Two Thousand Four Hundred Eighty Three Only)** which includes the cost of Built Up Area **1564 Sq.ft 145.29 Sq. Mtrs.** and the undivided proportionate interest in the land, paid by the Sub-Lessee to the Lessee, the receipt of which the Lessee hereby acknowledges, the Lessee do hereby sell, transfer and convey to the Sub-Lessee the Carpet area of the dwelling unit bearing **1104** on **11th** floor having Built Up Area **1564 Sq.ft 145.29 Sq. Mtrs.** in Tower no. "**T4**" with sanitary, electrical and other fittings & fixtures, in the Group

For **SUNWORLD RESIDENCY PVT. LTD.**


AUTHORISED SIGNATORY



बही सं०: 1

रजिस्ट्रेशन सं०: 1659

वर्ष: 2022

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाता: 1

श्री में 0 सनवर्ल्ड रेसीडेंसी प्राइवेट लिमिटेड के द्वारा सुरेश रावत , पुत्र श्री प्रेम सिंह

निवासी: 42 आलेथ बकरोती नैनीडाण्डा पौरी गढ़वाल धुमकोट उत्तराखंड

व्यवसाय: नौकरी

पट्टा गृहीता: 1



श्री प्रभात कुमार बरनवाल, पुत्र श्री दिनेश चंद्र बरनवाल

निवासी: आरुश ओवरसीस चोरी मार्ग भीखरीपुर भदोही संत रविदास नगर उत्तर प्रदेश

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया । जिनकी पहचान पहचानकर्ता : 1

श्री संजय , पुत्र श्री दुलीचन्द

निवासी: ग्राम सददलापुर ग्रेटर नोएडा

व्यवसाय: नौकरी

पहचानकर्ता : 2



श्री धर्मेन्द्र धामा, पुत्र श्री लाखन सिंह

निवासी: महेन्द्रा एन्क्लेव शास्त्री नगर गाजियाबाद

व्यवसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं । टिप्पणी :

ओमकार वर्मा (प्रभारी)

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

विवेक शर्मा

निबंधक लिपिक

Housing Complex 'SUNWORLD ARISTA' developed by the Lessee on the said land i.e. Plot no GH-01C, Sector-168, Noida- UP and more particularly described in Schedule of Dwelling Unit and plan annexed hereto.

- (C) That the Lessee simultaneously do hereby also sub-leases unto the Sub-Lessee for the un-expired period of 90 years lease granted by Lessor, which commenced on 01.08.2010, the undivided, unidentified title to the Land proportionate to the area allotted to the Sub-Lessee in relation to the total area of the land on the following terms and conditions mentioned in BBA:
1. That the vacant and peaceful possession of the super structure of the dwelling unit has been given by the Lessee to the Sub-Lessee with the execution of this Agreement to Sub-lease. The Sub-Lessee after inspecting the dwelling unit has satisfied itself about the specifications, quality of workmanship and material used, and undertakes not to raise any dispute or claim against the Lessee in respect thereof.
 2. That the Lessor has received one time Lease Rent of the Plot from the Lessee; and the Sub-Lessee is not liable to pay any Lease Rent to the Lessor during the un-expired portion of the said Lease of 90 years which commences on 01.09.2010
 3. That the Sub-Lessee with out any rebate or deduction what so ever shall pay to the Authority any and all other taxes, charges, levies and impositions, pay able for the time being by the Lessee in relation to the proportionate share of the Sub-Lessee in the Land in terms of the Lease Deed or other wise.
 4. That the Sub-Lessee shall pay taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said dwelling unit as and when the same becomes due and payable and shall in addition thereto also pay all other liabilities charges for repairs, maintenance and replacement etc. as per Maintenance Agreement executed between the Sub-Lessee and nominee of the Lessee.
 5. That for computation purpose, the super area means and includes the Carpet Area plus proportionate areas under the corridors, passages, staircase, underground/overhead water tanks, munties, entrance lobbies, electric sub- station, pump house, shafts, guard rooms, and other common facilities, architectural features, lift wells, lift rooms, circulation area etc. The Sub-Lessee shall get exclusive possession of the carpet area of the flat and is being transferred the title of the same along with undivided, importable, unidentified title to the share of the Land in the Housing Complex in proportion to the super area of the said dwelling unit to the total super area constructed in the Housing Complex through this Agreement to Sub Lease Deed. The Sub-Lessee shall have no right, interest or title in the remaining part of the complex such as club facilities, parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, munties, pump house, shafts, architectural features, lift wells, lift rooms, circulation area, guard rooms etc., except the right of ingress and egress in common areas, which shall remain the property of the Lessee. The right of usage of the common facilities

For SUNWORLD RESIDENCY PVT. LTD.

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FOR SUNWORLD RESORTS
AUTHORISED SIGNATURE

is subject to the covenants herein and up to date payments of all dues.

6. That the Lessee and the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease executed between the Lessor and the Lessee and observe the same as applicable and relating to the land and the unit given to it.
7. That any transfer, sale, assignment or otherwise parting with the said dwelling unit by the Sub-Lessee shall be only permitted after execution of tripartite lease deed, will attract payment of the prevailing transfer charges, and no objection certificate from the Lessee, in addition to whatsoever other amount as payable to the Lessor. The decision of the Lessor/Lessee in respect of the transfer charges and permission for transfer will be final and binding upon the Sub-Lessee.
8. That the sub-Lessee shall not mortgage the said dwelling unit for securing any loan at any stage except with the prior permission of the Lessor in writing, which shall be obtained, or given by the Lessor as per terms of the Lease.

Provided that in the event of the sale or forfeiture of the mortgaged or charged property the Lessor shall be entitled to claim and recover the amount payable to the Lessor on account of the unearned increase in the value of the proportionate land as aforesaid. The amount of Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the land and the amount payable by the Sub-Lessee to the Lessor shall be final and binding upon all concerned parties.

9. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Lessee shall be entitled to create tenancy of the whole of the dwelling unit for the purposes of the private dwelling only.
10. That wherever the title of the Lessee/Sub-Lessee in the said dwelling unit is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions contained herein or contained in the Lease Deed between the Lessor and the Lessee and will be answerable in all respects thereof in so far as the same may be applicable and relate to the said land or the dwelling unit.
11. That in the event of death of the Sub-Lessee, the person on whom the title of the deceased devolves shall within three months of the devolution, give notice of such devolution to the Lessor and the Lessee.
12. That the Sub-Lessee shall in terms of the lease at all times pay directly to the Lessor, the Government or any other Authority, Local Bodies existing or to exist in future all rates, taxes charges and assessments leviable by whatever name, in respect of the Land or the dwelling unit which are now or may at any time hereafter during the continuance of this Deed be assessed, charged or imposed upon the dwelling unit hereby transferred to the Sub-Lessee or its tenant/occupant in respect thereof.

For SUNWORLD RESIDENCY PVT. LTD.


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13. That the Lessee/Sub-Lessee shall in all respect comply with and be bound by the building, drainage, and other by-laws of the Noida Authority or other Authority for the time being in force or to exist in future.
14. That the Lessee/Sub-Lessee shall not without the sanction and permission in writing of the Lessor, erect any building, or make any alteration or subdivide or amalgamate such transferred/ Sub-Leased dwelling unit.
15. That the Sub-Lessee will use the dwelling unit for residential purpose and for no other purposes.
16. That the Sub-Lessee shall not in any manner whatsoever encroach upon the common land areas and facilities and services not handed over to it. All unauthorized encroachments made shall be removed at the cost of the Sub- Lessee. All independent areas which are not included as /in common areas for joint use of apartment, shall remain the property of the area independent area of promoter/lessee & may be sold by the promoter/lessee without the interference of the apartment owners.
17. That the Sub-Lessee of Ground Floor dwelling unit in the Housing Complex will be entitled to the use of the sit out area earmarked for such flats, for the limited purpose of keeping the same as green. No construction, temporary or permanent is permitted on such sit out areas. The right of Sub-Lessee shall however be subject to:

Provisions of U.P. Ownership of Flats Act, 1975, Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 & Real Estate (Regulation and Development Act-2016 along with rules and regulation made there under or any amendment thereafter.

18. The Sub-Lessee shall not at any time demolish/damage the schedule property or any part of the building including the common areas such as staircase, lift, parking area, drainage pipes, cables, water courses, gutters, wires and other conveniences necessary for proper utility of the building. The Sub-Lessee shall not make any additions or alterations or any new constructions of any nature whatsoever contrary to the NOIDA plan/already approved structure/design for his/her Flat or to any part of the building. The Sub-Lessee shall not undertake any work that affects the external façade of the building from any angle by covering the balconies using aluminum/iron/steel structures or change of color & shall not distort the original structure/design of the flat & building & its external elevation by any means.
19. For this purpose the apartment owners means all persons having rights, title or interest in any part of the building. The design of the grills provided to the balconies as well as to the windows of apartments shall not be replaced with any other design so as to maintain uniformity in the appearance of the building. The sub-Lessee shall utilize the schedule

For SUNWORLD RESIDENCY PVT. LTD.


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THE HONORABLE RESIDENCY PVT. LTD.
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property for residential /approved purposes only in compliance with the model bye law 38 under 'The U.P. (Promotion of Construction, Ownership and Maintenance) Rules,2011.'

20. That the Sub-Lessee of Top Floor dwelling unit shall have no exclusive rights of use of the terrace above the dwelling unit unless specifically given by the lessee. However, all the Sub-Lessee of the complex shall have limited right of user of the terrace at reasonable time for maintenance/upkeep of water tanks etc. or any other purpose requiring use of the terrace as permissible by the Lessee. The Terrace shall also be available to the occupants of the building/tower in times of emergencies like fire etc. The right of Sub-Lessee to use the terrace shall however be subject to provisions of The U.P. Owner ship of Flats Act, 1975 and The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any rules thereunder and amendments thereafter.
21. That the Lessee/Sub-Lessee shall on the expiry of the lease period of the land, peacefully hand over the said land unto the Lessor after removing the superstructure within the stipulated period. The land hereby sub leased shall always remain un-divisible and unidentified. Similarly the Sub-Lessee shall have only the right of usage of common areas and shall not have any right of possession of the same.
22. The Lessee/Sub-Lessee shall insure the premises comprehensively either singly or collectively with other Allottees and keep the insurance current at all times.
23. That the Lessee/Sub-Lessee and all other persons claiming under it shall ensure that the premises are kept in good shape and repairs and that no substantial material damages are caused to the premises or to the sanitary works therein.
24. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Agreement to Sublease Deed & Tripartite Sub-lease deed shall be borne by the Sub-Lessee.
25. That after execution of this Agreement to sub-lease, no disputes or differences relating to the registration, booking and allotment in all such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Lessee/Sub-Lessee, would be entertained. That all disputes, including arbitration, if any, still arising with regard to the terms and conditions of this deed and interpretation thereof the same shall be subject to the jurisdiction of District Court, Gautam Budh Nagar and the High Court of Judicature, at Allahabad.
26. That in case of any breach of the terms and conditions of this Deed by the Lessee/Sub-Lessee, the Lessor will have the right to re-enter the demised dwelling unit after determining the Sub lease. On re-entry to the demised dwelling unit, if it is occupied by any structure build in an un-authorized manner, by the Lessee/Sub-Lessee, the Lessor will remove the same at the expenses and cost of the Lessee/Sub-Lessee. At the time of re-entry of the demised dwelling unit the Lessor may re-allot the same to any other person.

For SUNWORLD RESIDENCY PVT. LTD.


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THE SWITZERLAND RESPONSIBILITY ACT

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27. That if the Sub-Lessee is found to have obtained the allotment, sub lease of the demised premises by any mis-representation/mis-statement or fraud, this deed may be cancelled and the possession of the demised premises may be taken over by the Lessor and the Lessee/Sub-Lessee in such an event will not be entitled to claim any compensation in respect thereof.
28. That all notices, orders and other documents required under the terms of the sublease or under the Uttar Pradesh Industrial Area 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 modification) Act 1974 (U.P. Act No. 30 of 1974). The Rule/Regulation of U.P. Flat Ownership Act, 1975 and The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) & Real Estate (Regulation and Development Act-2016 along with rules and regulation made there under or any amendment thereafter shall be applicable on Lessee/Sub- Lessee.
29. That all powers exercisable by the Lessor under the deed may be exercised by the Chairman/Chief Executive Officer of the Lessor. The Lessor may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Deed.
30. Provided that the expression Chairman/Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chairman/Chief Executive Officer.
31. That all clauses of the Lease Deed executed by Lessor in favour of Lessee i.e **SUNWORLD RESIDENCY PRIVATE LIMITED**, dated 01.09.2010 shall be applicable to this Deed also. In case of any repugnancies of any provision of the Lease Deed and this agreement to Sub-lease, the provisions under former shall prevail.
32. That the Lessor shall have the right to recover the dues, if any, from the Lessee/Sub Lessee or their Successors as per rules, at the rate of interest as per the terms and conditions laid in the Lease-Deed/Sub-Lease Deed.
33. That the Lessee/Sub-Lessee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer or any officer authorized by the Chief Executive Officer, will have the power to get the maintenance done through the authority and recover the amount so spent from the Lessee/Sub-Lessee. The Lessee/Sub-Lessee will be individually and severally liable for payment of the maintenance amount.
34. The rules/regulations of U.P. Ownership of Flats Act, 1975 and The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be applicable on the Lessee/Sub- Lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and

For **SUNWORLD RESIDENCY PVT. LTD.**


AUTHORISED SIGNATORY







UNIVERSITY MICROFILMS

decision of the Chief Executive Officer, Noida in this regard shall be final and binding upon the parties concern.

35. That the Sub-Lessee 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-Lessee shall also not display or exhibit any advertisement or placard in any of the exterior wall of the building, balconies or in terrace of the building except at a place specified for the purpose by the Lessee.
36. That the Lessee has provided certain recreational facilities for the common use of the occupants of the complex. The Sub-Lessee shall be entitled to use the same and shall at all times abide by the rules/regulations framed by the Lessee for the use of such facilities and pay maintenance charges regularly as demanded by the concern Lessor.
37. That other Terms & Conditions of the brochure of scheme, allotment, lease deed & building bye-laws as amended from time to time shall be binding and shall be applicable on the Lessee/Sub Lessee.

DECLARATION:

I/we do hereby declare that I/we have carefully understood the terms and condition mentioned herein in this agreement, which shall be binding on us.

SCHEDULE OF DWELLING UNIT

Apartment no **1104** on **11th** floor in TOWER no. "**T4**", in the Complex known as "Sunworld Arista" constructed at Plot no. GH-01C, Sector-168, Noida-UP having Built Up Area of **1564 Sq.ft 145.29 Sq. Mtrs.) TYPE- 3BHK + 3TOILET + 1 LIVING + 1 DINING ROOM + 1 SERVENT ROOM + 1 DRESS ROOM + 1 KITCHEN + 4 BALCONIES + 1 UTILITY DECK** together with proportionate undivided importable interest in land on sub-lease basis, as per enclosed plan, and bounded as follows:

East:

West: As Per Lease-Plan Attached.

South:

North:

For SUNWORLD RESIDENCY PVT. LTD.


AUTHORISED SIGNATORY

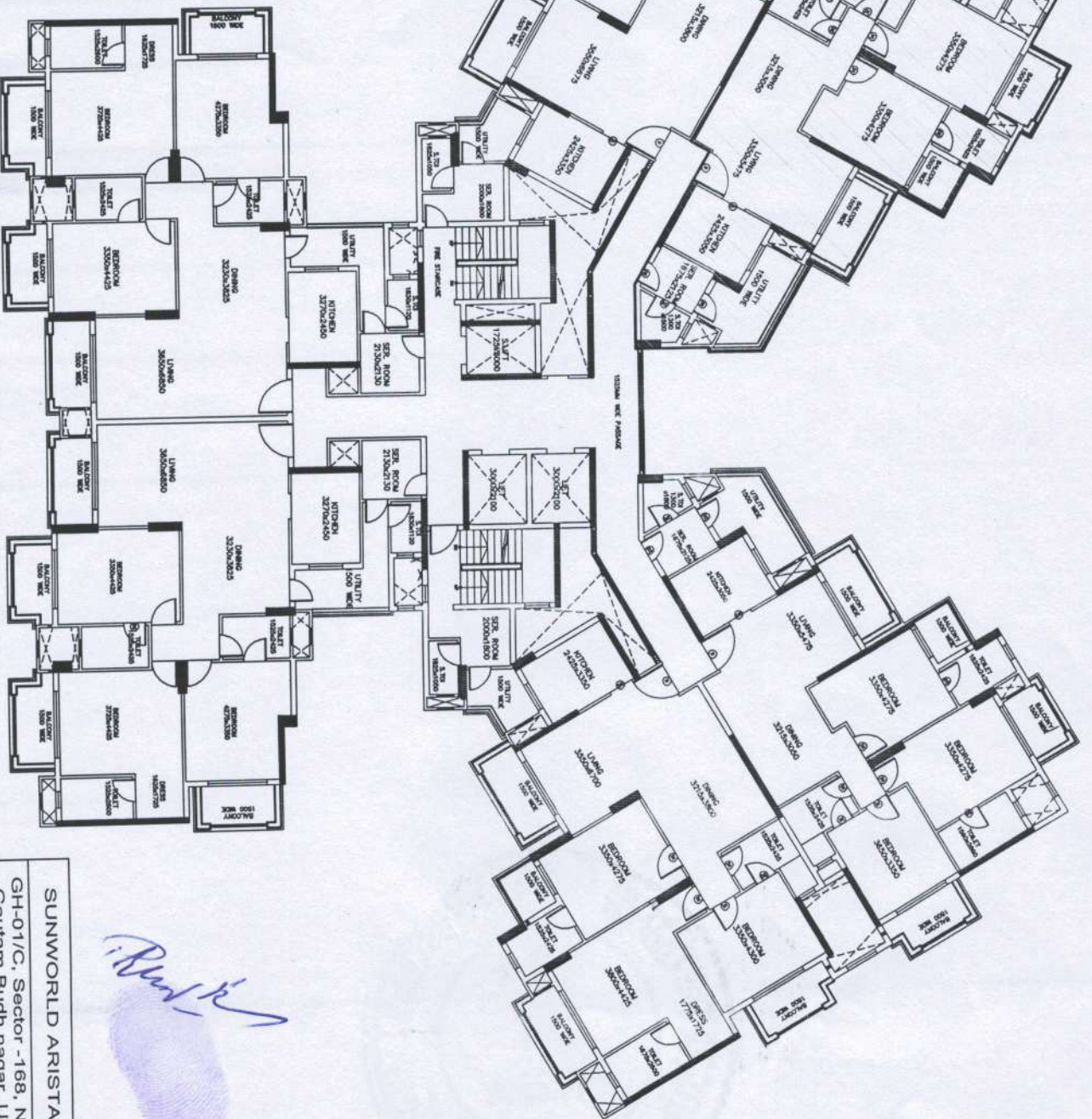





For SUNWORLD RESIDENCY PVT. LTD.

AUTHORISED SIGNATORY

[Signature]



TOWER - 4
11th FLOOR PLAN

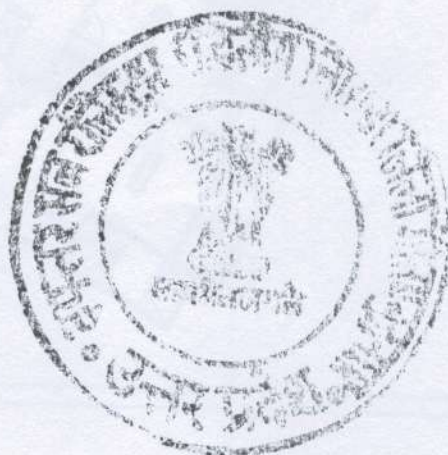
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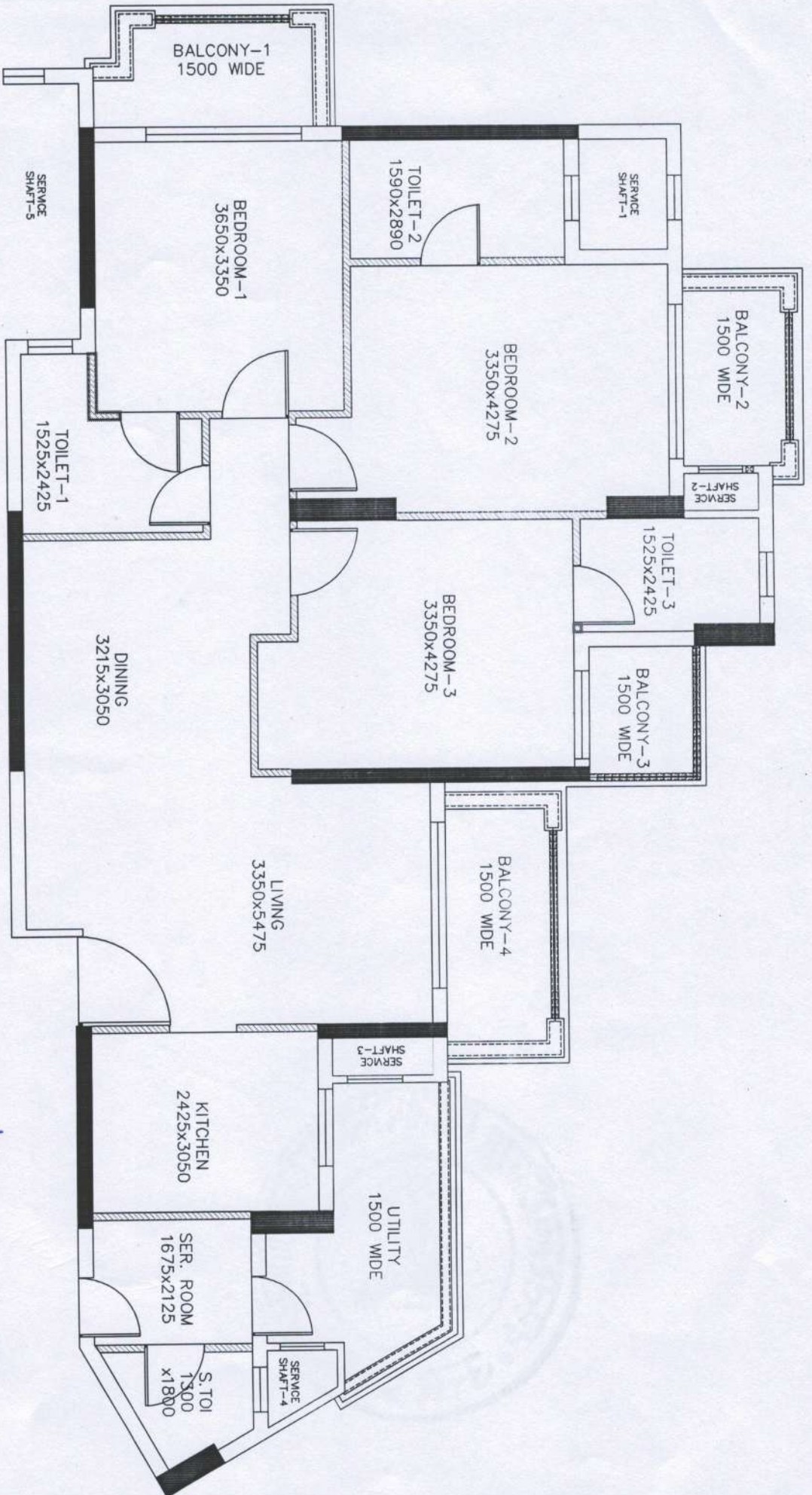
SUNWORLD ARISTA	
GH-01/C, Sector - 168, Noida	
Gautam Budh nagar, U.P.	
TOWER LAYOUT PLAN	TOWER T-4
FLAT NO :-	

FOR SIGNATURE AND RECORD ONLY

APPROVED SIGNATURE

[Signature]





FLAT - 1104

For SUNWORLD RESIDENCY PVT. LTD.

AUTHORISED SIGNATORY

SUNWORLD ARISTA	
GH-01/C, Sector -168, Noida Gautam Budh nagar, U.P.	
UNIT NO.	TOWER
04	T-4
FLAT NO :- 1104	

FOR DEMONSTRATION PURPOSES ONLY

UNAPPROVED SIGNATURE

[Signature]

Floor - 1104



IN WITNESS WHEREOF, the parties have signed and executed this Agreement to Sub-lease on this day, month and year first written above in the presence of:

WITNESSES:

SIGNED AND DELIVERED BY

1-


MR. SANJAY NAGAR
S/O LATE SH. DULICHAND
R/O SADALAPUR G.B.NAGAR DADRI

(LESSEE)
For SUNWORLD RESIDENCY PVT. LTD.


AUTHORISED SIGNATORY

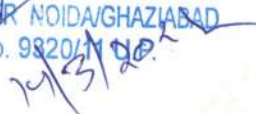
(Sunworld Residency Private Limited)

2-


MR. DHARMENDRA DHAMA
S/O LATE SH. LAKHAN SINGH
R/O MAHENDRA ENCLAVE SHASTRI NAGAR G.Z.B


[SUB-LESSEE(S)]



AVINASH CHOUDHARY
ADVOCATE
SUB REGISTERAR OFFICE
NOIDA/GREATER NOIDA/GHAZIABAD
Reg. No. 9320/11/90


आवेदन सं०: 202200743015432

बही संख्या 1 जिल्द संख्या 12612 के पृष्ठ 377 से 408 तक
क्रमांक 1659 पर दिनांक 14/03/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


ओमकार वर्मा (प्रभारी)

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

14/03/2022

