

**ADDITIONAL COVENANTS TO SUB-LEASEE BETWEEN
LESSEE AND SUB-LESSEE**

THIS ADDITIONAL COVENANT AGREEMENT for the Shop/Gala No. [REDACTED] in the scheme Namely "Samyak Estate" is made and executed on [REDACTED] day of [REDACTED], 2021 at Aurangabad by and between

M/s Samyak Realtors,

A Registered Partnership firm

having his office at

Row House No.14, Behind Chanakyapuri,

Chandragupt Nagari, Shahnoorwadi, Garkheda Aurangabad,

PAN No: ADNFS8070Q

Through its authorized partners

1. Manoj Kanyalal Runwal;

Age: 51 years; Occ: Business;

Plot No.44, Dashmesh Nagar, Aurangabad

THROUGH GPA HOLDER

Sandeepkumar Jayantilal Jain

Age: 36 yrs, Occ. Business

R/o: Row House No. G-16, Sunder Residency,

Behind Dmart, Shahnoormiya Dargah

Aurangabad

2. Nitesh Prakash Runwal ,

Age: 31 yrs, Occ. Business

R/o: B-3, Nirman Society, Sahakar Nagar

Aurangabad

THROUGH GPA HOLDER

Sandeepkumar Jayantilal Jain

Age: 36 yrs, Occ. Business

R/o: Row House No. G-16, Sunder Residency,

Behind Dmart, Shahnoormiya Dargah

Aurangabad

(for sake of brevity hereinafter referred to as the Lessee),

(which expression shall, unless the context does not so admit, include his heirs, executors, administrators and permitted Sub-Lessees) of the First Part;

AND [REDACTED], Indian In habitant/s, aged major years, trading as **Proprietor / Partners** in the firm name and style of **M/s.** [REDACTED] for sake of brevity hereinafter called and referred to as the **Sub-Lessee/** Sub-Lessee/s (PAN No: [REDACTED])

(which expression shall, unless the context does not so admit, include his/her heirs, executors, administrators and permitted Sub-Lessee/s) of the Other Part;

WHEREAS:

a) The Maharashtra Industrial Development Corporation (hereinafter referred as “MIDC”) has granted its consent to Sublease vide letter no. [REDACTED] (A copy of the said consent letter is annexed herewith) the lessee’s interest in the showroom/ Gala No. [REDACTED] on [REDACTED] Floor in the building constructed on Plot No. P-13 in the Shendra Five Star Industrial Area within the village limits of Shendra and Taluka & Registration Sub-District Aurangabad, containing carpet area admeasurements thereabouts more particularly described in Schedule-II of the Sub Lease Deed (hereinafter referred to as the “Demised Premises”)

b) The demised premises shall mean the portion within the four Boundaries as defined more particularly in Schedule-II, the right of Ingress/ Egress to/ from the area within the Boundaries, the right to use the passages, common area and the right to use the common amenities provided in the Commercial Building.

c) The Sub Lessee acknowledges that the sub leased demised premises is one of the part of the entire commercial complex and agrees to be abide by the additional covenants as an integral conditions of grant of Sub lease, as is required for maintaining affairs & use of complex, common area & facilities/amenities attached to it.

d) Sub lessee further agrees & acknowledges to be bound by the below mentioned covenants of this supplementary Agreement as if these are part of the aforesaid sub lease.

As such the Sub Lessee, in addition to terms & conditions mentioned in Sub lease Deed further acknowledges and agrees that the following additional covenants of use shall be deemed to be additional obligations & covenants of the Sub Lessee to Lessee beside covenants earlier mentioned:-

1. That the name of the Building constructed with vide approval letter issued by MIDC bearing No.1) DB/SPA/A-88240/ of 2018 dated 31.05.2018 and 2) DB/SPA/D-63004 of 2019 dated 07.11.2019 on the Land more particularly described in Schedule-I to the Sub Lease Deed (hereinafter or before referred as Commercial Building) shall be **SAMYAK ESTATE** and shall always remain as stated unless changed by the lessee.

CONSIDERATION

2. The lessee has agreed to sub-lease the said demised premises more particularly defined in Schedule-II to the sub Lease along with all the interest/ rights/benefits attached thereto to the sub-lessee and sub-lessee has agreed to take on lease the said demised premises for the consideration of Rs. [REDACTED] /- ([REDACTED]). The consideration shall be a composite consideration which includes the premium towards the proportionate leasehold rights of Land, the consideration of Super Structure of the demised premises and the consideration towards the right to use the common areas, passages and the right to use the common amenities in the Commercial Building. Consideration Excludes MIDC Transfer Charges, GST & other expenses) Out of Total Consideration Sub-Lessee had paid Rs. [REDACTED] / (Rupees [REDACTED] Lakh Only) to the Lessee, as per details in Table I Below,

TABLE I

Bank	Branch	Cheque No/UTR No	Date	Amount in Rs.
			Total	

Sub-Lessee has agreed to pay balance consideration amount of Rs. **XXXX** / Rupees **XX** Only as per Table II below

TABLE II

Bank	Branch	Cheque No	Date	Amount in Rs.
			Total	

3. The consideration stated herein shall be exclusive of all taxes, levies, duties, cess etc. any of the taxes including Goods and Service Tax (GST), levies, duties, Cess, stamp duty, registration charges, Individual & common electricity connection charges, common water connection charges together with common area maintenance charges(whether applicable/payable now or become applicable/payable in future) and subject to compliance of the agreed terms of this Agreement by the Sub Lessee, the Lessee agree to transfer/assign the leasehold and other permitted rights, as per the tri-party sub lease deed and this deed.
4. The Sub lessee agrees to pay the balance amount and applicable taxes, levies, charges, etc. over and above the consideration as the case may be within fifteen working days from the date of execution & registration of sub lease deed, breach of this clause shall result in cancellation of Sub-Lease Deed and this agreement.
5. In case the Sub-Lessee, fails to make the payment of remaining balance amount & taxes within stipulated period as mentioned above then sub-lease deed shall automatically become voidable at the sole option of the lessee, without any separate notice to Sub-Lessee. In the case of loan if any applied and not disbursed by the bank/financial institution within time, then this sub-lease deed may

cancel the sub-lease Agreement to which Sub-Lessee shall be liable in all respect.

6. In case of such cancellation of sub lease and termination of this sub lease deed, the Sub-Lessee shall not have any claim/charge of whatsoever nature on the said demised premises and the lessee can grant the said demised premises to any third party, without consent of Sub-Lessee.

7. Further in such case the Sub-Lessee agrees that for such breach of non-payment, the lessee shall be entitled to forfeit 15% amount of amount paid by the Sub-Lessee plus expenses incurred for maintenance, towards liquidated damages and if any amount is due then lessee shall deduct forfeited amount and taxes, and pay the remainder only after grant of said unit to prospective new sub lessee. The Sub-Lessee agrees and acknowledge that he will not be entitled for any other claim of whatsoever nature nor shall claim interest on paid amount.

8. The Sub-Lessee voluntary agree, assure and promises that notwithstanding anything mentioned in any agreement, the aforesaid covenants including but not limited to the terms of use and other clauses mentioned in this supplementary Agreement shall be binding on the Sub Lessee and/or any person claiming through it and same shall be treated as condition precedents of the Sub Lease for occupying, using the sub leased premise. It is agreed that the compliance of above terms of essence of Sub-Lease and any breach and non-cure of the same within 30 day notice period shall entitle the Lessee to terminate Sub Lease deed.

RERA REGISTRATION

9. The Lessee has registered the said project with MahaRERA under Real Restate (Regulation and Development) Act, 2016 and MahaRera has issued registration No P51500022385 to the said project, thus the Shops/Galas of the said project are now marketable & saleable as per the rules and regulation and contract between concern parties.

INSPECTION OF DOCUMENTS

10. The Lessee have given inspection to Sub-Lessee of all the documents relating to the Title of said Plot, Designs, Drawings & Construction Plans, Approved and Proposed Next Phase floor Plans,

Specifications, as are specified under the Real Estate (Regulation and Development) Act, 2016.

ASSURANCE IN RELATION TO ENCUMBRANCES AND PROJECT LOAN

11. The Lessee has assured and represented that the said Plot and Shop/Gala is free from encumbrances, charges and no other person has any right & interest or claim over the said Plot except the Lessee.

12. The Lessee has not availed project loan as on date, however if Lessee intends to avail the project loan, for that purpose the Sub-Lessee has no objection subject to condition that Lessee shall get the No Objection Certificate from the Lender Bank prior to execution of Deed of Sub Lease for the shop/Gala of the Sub-Lessee.

ASSIGNMENTS OF RIGHT UNDER THIS AGREEMENT

13. The sub lessee had already been awarded the possession of demised premises effective from , 2021 and sub lessee expressly acknowledge for the same.

14. The Sub-Lessee is not entitled to transfer/Assign the rights created under present agreement to any third party.

NO CLAIM OVER COMMON AREA

15. The Sub-Lessee shall have no claim, save and except in respect of the said Shop/Gala hereby agreed to be Sub leased to him/her/it, to all the other structures on the said Plot, parking places, lobbies, lifts, Staircase etc. further the Lessee shall provide four lifts only for commuters and units owners and Lessee may install fifth lift, however the commuters & units owners of ground, first . second and Future Third and Fourth floor shall not have right to use the fifth lift and rights of use of fifth lift would be determined by the lessee.

16. That the general and/or restricted common areas and facilities shall remain undivided which and same will be Conveyed to the Proposed society/ Association of Allottees and no Sub-Lessee shall bring any action for partition or division thereof.

CONTRIBUTION TO COMMON EXPENSES

17. Notwithstanding anything herein contained, upon intimation from the Lessee, calling upon the Sub-Lessee to take possession of the said Shop/Gala, thereafter the Sub-Lessee shall liable to contribute monthly contribution on account of or against the outgoings in respect of the said Shop/Gala such as all charges, taxes, assessments, dues, duties and imposition of any kind or nature whatsoever in respect of the said Shop/Gala and / or Government and/ or the Corporation and/ or any other competent authority as well as wages of watchmen, Gardner and sweeper and other expenses of common benefit such as towards water supply charges, electricity charges, thereafter, the Sub-Lessee shall also continue to be liable to contribute to all such common expenses as aforementioned during all the time he would be entitled to the said Shop/Gala and his contributions shall be in proportion to the area of the Shop/Gala and other funds like corpus fund as the Association / Society decide from time to time.

18. The Sub-Lessee of the Shops/Galas which have attached washroom shall be required to pay additional amount of minimum Rs. 100 per month over and above their contribution towards expenses for water utilization in said washroom, irrespective of use or non use of washroom by respective lessee. The Society/Association shall have power to increase the additional amount as per the rules and regulations byelaws of society. The Shop/Gala owner will be responsible for the upkeep and maintenance of Wash room of the respective Gala.

19. If any, Gala/Shop, is used for Restaurant and/or Lodging purpose, in that case, the Sub-Lessee shall avail for separate water connection and drainage connection at his own cost and expenses, without disturbing the existing line. The Sub-Lessee or any of its representatives shall not use common water connection and drainage line; however this will not exempt the said Sub-Lessee from paying monthly common expenses charges under any head and such Sub-Lease shall contribute additional minimum Rs. 500/- per month over and above monthly common expenses or any amount above Rs. 500/- as decided by society/association from time to time.

20. Notwithstanding anything contained in this agreement, the Lessee shall not be liable to become member of the Association/society on account of unsold Galas/Shops, however upon formation of Association/Society, for upkeep of building the Lessee shall pay contribution of Rs. 100 per Unsold Unit & per month towards maintenance, common expenses & corpus fund. In the event the Lessee or any of its partner/s becomes promoter of Society/Association, it will not make them liable to contribute towards Corpus Fund on account of unsold (Not Sub-Leased) Shops/Galas held by Lessee.

FORMATION OF ASSOCIATION/SOCIETY

21. The Lessee will form Association/Society of the sub-lessee within 6-12 Months after executing Deed of Sub-lease for minimum 51% Sub-lessee and it is hereby expressly agreed and declared that the Sub-Lessees of all the Galas/Shops and the premises in the said Scheme including the present Sub-Lessee herein shall join the Association / Society as required by norms of MIDC, on the completion of the Gala/Shop and receipt by the Lessee of the full price of all the Galas under this and similar agreements in respect thereof and all the charges and deposits payable by each Sub-Lessee to the Lessee under this agreement and similar agreements with other Sub-Lessees.

LEGAL CHARGES, MAINTENANCE CHARGES, CORPUS FUND ETC

22. That, the Sub-Lessee shall be liable to pay Electrical Infra, legal, stamp duty & registration, water connection & other charges as applicable.

NOT TO MAKE STRUCTURAL CHANGES

23. That, the Sub-Lessee shall not cause any structural changes in the said Gala/Shop, however he/she/it/they will be at liberty to make internal changes for the interior decoration & furniture etc. as desired by them at their own costs but without damaging the main structure and walls.

24. The Sub-Lessee shall not be allowed to change any external features of the structure by providing any grills / temporary / permanent structure without the permission of Lessee / Association / Society. For any temporary fabricated structure or grills the design will be provided by the Association / Society in consultation with the Lessee to keep the beauty of the Galas/Shops intact and the unit owners should get them executed in good workmanship manner.

ABIDE BY TERMS AND CONDCTIONS OF MIDC

25. The Sub-Lessee is aware of the terms and condition on which the Deed of Assignment is executed in favor of Lessee by M/s Shri Ambica Hotel and Lease Agreement executed in Favor of M/s Shri Ambica Hotel by MIDC, as same has be read over by Sub-Lessee, thus the Sub-Lessee shall abide by the terms and conditions of MIDC as stated in the Lease Agreement.

NOT TO OBSTRUCT

26. Sub-Lessee is not entitled to put any construction, either permanent or temporary in the restricted open space nor can obstruct to the underground water pipeline, drainage line and cable etc.

MEMBERSHIP OF SOCIETY/ASSOCIATION

27. The Sub-Lessee shall pay to the Lessee at the time of formation of Society by paying necessary charges towards Formation of society. Sub-Lessee shall become member of Proposed Association / Society and shall have to pay the onetime membership fees, registration charges, One time Maintenance Corpus fund and the said Association / Society shall look after and shall be responsible for overall management & maintenance, cleaning of common areas, internal roads, water lines, drainage lines, street lights, stair case & surrounding areas of each Gala, passages & entrance lobbies and shall bear electrical charges for pumping equipment& common area lighting. The Sub-Lessee shall separately contribute to monthly maintenance charges in addition to one time maintenance corpus fund for maintenance of building.

USE OF GALA

28. Sub Lessee agree not to store in the said demised premises any goods which are of hazardous, combustible or dangerous nature or

are so heavy as to damage the construction or structure of the building in which the said premise/ Unit is situated or storing of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the building in which the said premises are situated, including entrances of the building; and in case any damage is caused to the building or the said premises on account of negligence or default of the sub lessee in this behalf, the Sub lessee shall be liable for the consequences of the breach and shall rectify the same at the Sub lessee own cost or sublease shall be terminated.

29. The Sub lessee agrees to carry out at the sub lessee's own costs all internal repairs to the his/her Unit (without causing any structural changes) and maintain the said premises and Unit in the same condition, state and order in which it was delivered by the Lessee to the sub lessee and shall not do or suffer to be done anything in or to the building/s in which the said premise/unit is situated which constitute a breach or default under the rules, regulations and bye-laws of the concerned local authority or other public authority and in the event of the Sub Lessee committing any act in contravention of the aforesaid, the Sub lessee shall be responsible and liable for consequences thereof to the concerned local authority and/or other public authority including termination of Sub Lease Deed.

30. The sub lessee agree that, at any time not to demolish or cause to be demolished nor erect or caused to be erected nor remove or caused to be removed any works, amenities, fixtures or fittings make or cause to be made any additions or alterations of whatever nature in or to the said premises or any part thereof including the bathroom, terrace, balcony, car parking spaces etc. nor make any alteration in the elevation and outside color scheme of the building/s in which the said premises are situated by doing of any works such as enclosing, covering etc. of balcony, car parking space, open space, garden, terrace etc., affixing grills, windows, collapsible gates, nets etc. thereto and shall keep the party walls, sewers, drain pipes terraces/ compound walls and fences in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building/s in which the said premises are situated and shall not chisel or in any other manner remove or damage the columns, beams, walls, slabs flooring, tiling fittings or R.C.C. Pardis or other

structural members in the said premises without the prior written permission.

31. The sub lessee shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including any temporary or part shed or enclosure and shall not include the same in the said demised Premises and keep the same unenclosed at all times.

32. The Sub Lessee shall permit the Lessee/Managing committee and its surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof for the purpose of repairing any part of the building/s and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, and other conveniences belonging or serving or used for the building/s and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipe and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said premises or any other premises in the building/s in respect whereof the Purchaser or the occupier or the sub lessee of any other premises as the case may be shall have made default in paying his/her/its/their contribution of the water and property tax and other outgoings.

33. The Sub Lessee agree that it shall not to throw rags & garbage or permit the same to be thrown from the said premise in the compound or any portion of the said land and the commercial building in which the said demised premises are situated.

34. The Sub Lessee will not demand partition of the Sub Lessee interest in the said land and/or the building and it being hereby agreed and declared by the sub lessee that their interest in the land and building/s is impartible.

35. The Sub Lessee agrees not to decorate, color the exterior of the said demised premises except in a manner as near as may be in which the same was previously decorated, colored, finished and without the previous consent in writing of the Lessee or the Managing committee as the case may be.

36. Not to assign, sub lease/let it's right, interest or benefit under this Agreement and/or let, sublet, sell, mortgage and/or otherwise transfer assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person/s into

or part with the said Premises and/or create any third party rights in respect of the said Premises unless (a) The Lessee has given its prior written consent for the same and permitted under law; (b) the prior written permissions of the MIDC and Managing Committee are obtained by the Sub Lessee and all charges payable for such transfer are paid to the MIDC/Developer/society by the Sub Lessee; (c) payment of all due amounts is made; and (d) such person in whose favor third party rights are intended to be created (if allowed by MIDC/Law) executes a Deed of Adherence in a form acceptable to Developer/ Managing Committee whereby such third party acquirer agrees to abide by all the terms, conditions and covenants herein contained and on the part of the Sub Lessee to be observed, performed and complied with.

37. The Sub-Lessee agrees not to disturb by erecting sign board, shed etc in the open parking space which is common for all Gala/shop, showroom and offices.

38. That the sub lessee should not install or keep their personal D G Set/ Generator / Air Conditioner Compressor, etc. in the common area of the Commercial Building constructed on the Land more particularly described in Schedule-I to the Sub Lease Deed without written prior permission of the lessee/Managing Committee/ Society. The lessee/Managing Committee/Society may or may not allow installing or keeping their personal D G Set / Generator to the sub lessee. The sub lessee has no right to take any objection against the approval / non approval of the same.

39. The use of the demised premises shall be as per the MIDC rules, regulations, and terms of lease deed. The sub lessee shall use the said premises for commercial purpose only and not for any other use. The Sub lessee is not allowed to have hospital having indoor patient facilities/beds/ICU. Sub lessee cannot use the said premises for running travel agency/goods transport agency involving running of passenger buses, booking of cargo with a view to avoid parking of buses, trucks, loaders, etc. anywhere in common areas of the Commercial Building constructed on the Land more particularly described in Schedule-I to the Sub Lease Deed for boarding / parking of buses, trucks, heavy vehicles and loading cargo onto them. Sub lessee will not be allowed to use the premises or any part thereof for any illegal activities, liquor/wine shop, meat shop, Dance bar, coaching classes, educational / training institutes and such other business prevented by managing committee/society from time to time. The sub lessee agrees to take prior written permission from the managing committee/society before any change of use of premises.

40. The Sub-Lessee agrees, that the electric meter position shall not be changed and sub-lessee is not permitted to colour the outer structure of the complex without the permission of managing committee/society.

GOODS AND SERVICE TAX

41. That any liability of whatsoever nature under GST etc., if any, arising out of present transaction of the said Shop/Gala, shall be borne and paid by the Sub-Lessee as and when the same become payable.

BUILDING PLAN, DESIGN& UTILISATION OF FSI AND TDR.

42. The Lessee shall be entitled and free to revise the building plan, structural plan, and Design of building subject to section 14 of the Real Estate (Regulation and Development), Act 2016.

43. Notwithstanding anything contained in this agreement, the Lessee shall have full right and power to utilise, the balance Floor Space Index or additional Premium paid Floor Space Index(FSI) available in future and/or to avail and utilise TDR by way of additional construction over the Plot and Present Standing structure as the case may be, as Real Estate (Regulation & Development) Act, 2016 in Phase Wise manner and Sub-Lessee hereby affirms and confirms that, he/she/it has no objection and gives consent to utilize the balance available FSI and any additional Premium paid FSI which to be made available by MIDC in future in Phase wise manner For construction of building over and above second floor .

44. There are total Five Lift shafts planned by Lessee out of which four lifts shall be installed and can be utilized by Sublessee of Ground /First and Second floor (Total 326 Units) and Future Sublessee from Phase-II of Third and Fourth Floor,Units to be constructed by Lessee while utilizing balance FSI and additional available Premium FSI. Lessee has reserved exclusive right to install and Utilize 5th Lift (Lift no.) as per their convenience.

CORPUS FUND

45. The Sub-Lessee shall pay **Rs. 400/- (Rupees Four Hundred only)** per Square Feet of RERA Carpet Area, as contribution to this special corpus fund on respective Carpet area of Gala held by such different Sub-Lessee. However, this contribution shall be by the members who initially purchase the independent Galas and the subsequent Sub-Lessee of unit will not be liable to pay additional contribution for corpus fund. The earlier contribution by the original Sub-Lessee shall be transferred & held against in the name of the new member.

46. In addition to the initial contribution for corpus fund by Sub-Lessee, the Sub-Lessee shall be liable to pay contribution as decided by management of Proposed Association / Society and Interest earned on corpus fund can be used for the maintenance of the Proposed Association / Society.

47. Notwithstanding anything contained herein, the special corpus fund shall be invested in fixed deposits with such scheduled banks as the management of Proposed Association / Society may decide and the interest which accrues from the said fixed deposits can be used for maintenance of the scheme or reinvested in the fixed deposits, till the requirement of capital expenditure arises.

48. The utilization of the principal amount of the special corpus fund or any amendment to the purposes for which the special corpus fund shall be utilized, shall require the approval of the General Body of Proposed Association / Society.

COMPLIANCE WITH BYE LAWS OF SOCIETY / ASSOCIATION

49. That the Sub-Lessee shall comply with the provisions of this Agreement, Bye-laws, decisions and resolutions of the Association / Society of Gala and failure to comply with any such provisions, decision or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

50. All sums assessed by the Association / Society but unpaid for the share of the common expenses chargeable to said Gala/Shop shall constitute a charge on such Gala/Shop prior to all other charges except : (a) charge, if any, on the shop/Gala for payment of Government or municipal taxes or both, and (b) all sums unpaid on a first mortgage of the Gala/Shop.

51. That all present or future Sub-Lessees, Members of Association / Society, tenants, future tenants or any other person that might use the facilities of the Shop/Gala in any manner, are subject to the provisions of this Agreement and that the mere acquisition or rental of any of the Gala/shop of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this agreement are accepted and ratified by such acceptance.

MORTGAGE/CHARGE

52. Where a lease right of Shop/Gala is transferred by a mortgagee in exercise of his powers of transfer under simple mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the Sub-Lessees of such Shop/Gala, then the Sub-Lessee who derives right & interest to the Shop/Gala, or his successors or assigns shall be liable, for assessments by the Association / Society which became due prior to the acquisition of right & interest by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association / Society from claiming charge for such assessments and enforcing same as provided by bylaws, and that such charge shall be subordinate to such mortgage.

53. That in a case of voluntary conveyance of Shop/Gala, the new Sub-Lessee shall be jointly and severally liable with the Gala Holder for all unpaid assessments towards the Association / Society against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the new Sub-Lessee's right to recover from the Grantor. However, any such Sub-Lessee shall be entitled to get statement from the manager of Board of Managers of the Association / Society, as the case may be, setting forth the amount of the unpaid assessments against the Sub-Lessee due to the Association / Society.

INSURANCE

54. That, insurance premium for any blanket insurances coverage of common property shall be a common expense to be paid by monthly assessment levied by the Association / Society of Gala; and that such payment shall be held in a separate account of the

Association / Society and used solely for the payment of the blanket property insurance premiums.

GENREAL TERMS

55. It is agreed that in the event, MIDC renews the original Lease Term granted to lessee then the benefit of such renewal shall automatically and ipso facto accrue to the benefit of the Sub Lessee in relation to the said Premises as contemplated under this Agreement, subject to the Sub Lessee making payment of proportionate costs and expenses (including additional premium) incurred or paid or payable for obtaining renewal from MIDC as well as increase in the Lease Rent payable to MIDC and Sub Lessee for the Renewal Term. However, in case due to breach of any terms of use, MIDC rules by the Sub Lessee then the Sub leased primes shall come back to Lessee alone and if required by rules then it shall be obligatory upon sub-lessee to execute necessary documentation in favor of Lessee or his assignee for the same and keep the Lessee completely indemnified in this respect.

56. The Sub Lessee hereby agrees to indemnify and keep indemnified, saved, defended against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by Lessee from or due to any breach by Sub Lessee.

57. So long as each office / gala's/shop/showroom in the commercial building are not being separately assessed for Local taxes, and water charges, the sub lessee shall pay to the lessee / managing committee/society proportionate share of the Local tax and water charges assessed by the concerned authorities on the commercial building, the common areas and the said demised premises. Such proportion to be determined by lessee/managing committee/society on the basis of the area of the said demised premises.

58. It is expressly agreed that, the Lessee shall have an irrevocable and perpetual right and be entitled to put up hoardings/boards for advertising or otherwise on the said Property or any part of the said Commercial Building including on the terrace and/or on the parapet wall and/or on the said Property and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Lessee is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the said Commercial Building or on the said property as the case may be and further the Lessee shall be

entitled to use and allow third parties to use any part of the said Commercial Building for installation of cable, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipment's etc. The Sub Lessee agrees not to object or dispute the same. It is further expressly agreed that, the Lessee shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rent, profits and other compensation including any increase thereof and the sub-lessee shall either individually and/or collectively not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Lessee.

59. The Sub Lessee agrees not to affix any sign/ name plates/ display boards/signage or hoardings or lights in or about of the said demised premises and/or in any portions of the Commercial building save and except the place or spot .

60. The Sub-Lessee agrees, if any connection likes Internet, telephone etc is to be taken by him, the wires of the such connections shall be passed from wire cable tray available in the complex. The sub-Lessee, shall not be permitted to fit the A.C Compressor in such a position, direction, angle which will result in fall of water in common area of the complex and in event of breach of this term the managing committee/society may take legal action.

61. All the agreements, understanding, deeds, documents etc. entered or executed by the Lessee with any person/s with respect to any premises of Commercial Building Samyak Estate shall be binding on the Sub Lessee and such managing committee/ultimate body/ society.

62. The Lessee shall have right to raise new structures which may be constructed on the land described in Schedule-I, on the Commercial Building Samyak Estate, the sub lessee or anybody claiming through it shall not be having any objection for the same

63. The powers and authorities of the sub lessee and the allottee of the other premises in the said building/s shall be subject to the overall control of the Lessee in respect of any of the matters

concerning the said commercial building Samyak Estate and the said premises.

64. The Lessee shall have absolute authority and control as regards the disposal of the unassigned premises. No transfer or other charges shall be payable by the Lessee, so long as units/shops/office are not assigned / sub leased, there shall not be any Corpus Fund/One time maintenance charges to be paid on Gala/shops/offices not Sub-Leased by Lessee.

65. Notwithstanding anything to the contrary or otherwise contained herein or in law, pursuant to the right of exploitation (now or in the future) of the said Land described in Schedule-I, reserved unto the Lessee, the Lessee shall, at all times hereafter including before or after transfer of the said property in favor of the Ultimate/Apex Body/Society, have the unfettered and unrestricted right to avail of the T.D.R , increased FSI, and balance FSI as may be permissible and in particular on the Terrace of Commercial Building Samyak Estate.

66. The Lessee exclusively on their own or through joint venture entitled to use overhead terrace for further construction on Commercial Building Samyak Estate and all rights shall remain with the Lessee and may be retained and/or conveyed or sub leased or assigned to any person/s. Sub Lessee acknowledge that it has not paid any charges for terrace and shall not have any right of whatsoever on the same.

67. That the sub lessee shall have no right to ingress and/or egress above 2nd Floor. The entire terrace at 3rd Floor & above 2nd Floor shall belong to the lessee. The sub lessee shall have no right to go above the 2nd Floor. The lessee have intention to carry out construction on Third and Fourth Floor as per Drawings for Phase-II of the project and The Same had been shared with Sublessee and Sublessee had consent for the same as per RERA act 2016. The lessee shall be entitled to construct additional floor or construction if permitted by using balance & additional FSI and / or TDR permitted by the Local Authority and / or Maharashtra Industrial Development Corporation on any ground what so ever, which will have no right / interest of the sub lessee & sub lessee have no right to take any objection / or construct, make any grievance to interfere in future construction or construction work to be carried out the lessee by their selves or by their agencies.

68. That the general and/ or restricted common areas & facilities shall remain undivided & sub lessee shall not bring any action for partition or division thereof (Terrace is and shall not be included in common area as it belongs to Lessee). No right of closing of any passage / lobby shall be allowed notwithstanding it may or may not be convenient to other sub lessee as the same is related to air & light ventilation.

69. That the operation of the common lift / elevators will be during the time 08.00 AM to 08.00 PM on all days. Further, Lift shall not be used for carrying luggage, material, and goods.

70. The Sub Lessee shall be liable to pay all taxes, charges, rent from the date of execution hereof the said demised premises, irrespective whether the Sub Lessee has taken possession of the said premises or not for any reason whatsoever, proportionate share as determined by the Lessee /Managing Committee/society of the outgoings in respect of the said premises to the extent of ground rents, taxes, water charges, common lights, sweepers, sanitations, insurance, elevators, electricity, and salaries of person/s engaged etc.

71. The Sub-Lessee shall do all acts, and things and sign and execute all other documents and papers as shall be incidental to the due carrying out the performance of the terms of this agreement and for safeguarding the interests of the Lessee and other Sub-Lesseees in the said building, as the Lessee may require him to do and execute from time to time.

72. The Sub-Lessee shall duly observe and perform all the rules and regulations which the Association / Society may adopt at its inception and from time to time and at all times for fully and effectively vesting the management of the building and otherwise observed all stipulations and conditions laid in respect of the use and occupation of particular Shop/Gala by particular members and to ensure regular and punctual payment of contributions and charges. The Sub-Lessee shall observe all the rules and regulations which the Lessee may frame and bring into force for the like purpose as aforesaid including rule and regulations regarding parking of cars storing of materials and goods outside the Shops/Galas, playing games likely to cause damage, injury

nuisance and other similar matters over the interim period until all the Shops/Galas are sold, the building is completed and Association / Society is formed.

73. All letters, receipts and or notices will be issued by the Lessee and dispatched under certificates of posting to the aforesaid address of the Sub-Lessee and if so dispatched it will be sufficient proof of receipt of the same by the Sub-Lessee and shall effectually discharged the Lessee.

NOT TO CAUSE NUISANCE OR ANNOYANCE

74. The Sub-Lessee shall not use or permit to be used the Shop/Gala for any purpose other than Commercial Purpose (or as the case may be) and the Sub-Lessee shall not cause or permit to be caused any nuisance or annoyance to the occupiers of other Galas. The Sub-Lessee is entitled to use common parking.

75. The transfer of lease right and interest in said Gala shall be subject to the byelaws of the society and the rules made there under and the Sub-Lessee shall be bound by the same.

76. The Lessee may apply for part/ full completion as per his discretion and will furnish the copy of same to the Sub-Lessee as and when the completion certificate either part or full is issued by the competent authority.

CHANGE OF NAME OF BUILDING

77. Association / Society of Gala Sub-Lessee of the “**Samyak Estate**” shall not have right to change the name and title of the building i.e. “**Samyak Estate**”.

78. The parties to present agreement have read and confirmed to adhere by the terms and conditions of present agreement.

79. The Sub Lessee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out of pocket costs, charges and expenses on all documents pertaining to the sub-lease and/or transfer of the said Premises including on this Agreement and the Deed of Sub Lease to be executed in pursuance hereof. Any consequence of failure to register this Agreement within the time required shall be on Sub Lessee.

80. The Promoter has executed Deed of Declaration under section 2 (a) of Maharashtra Apartment Ownership Act, 1970 on [REDACTED] which is registered in the office of Sub-registrar, Aurangabad at day book Sr. No. [REDACTED] on [REDACTED] whereby the scheme is submitted to Maharashtra Apartment Ownership Act, 1970, however as per norms of MIDC it may be required to form Society, in that case the Promoter reserves right to form society and upon formation of society , Association u/s. 2 (a) of Maharashtra Apartment Ownership Act, 1970 will come to an end, and the all unit purchasers / holders shall become member of the society and will be bound by the bye-laws of the society.

SCHEDULE-I

All the piece and parcel Commercial Plot No- P-13 Situated in Village Shednra Jahangir, Shendra Five Star Industrial Area, MIDC, admeasuring **6380** square meter. or thereabouts approximately, and the land is bounded as under:

- Towards North: 20.0 Meters Wide Road (MIDC Road)
- Towards South: Plot No.P-3
- Towards East: 30.0 Meters Wide Road (MIDC Road)
- Towards West: Plot No.P-12.

SCHEDULE-II

(Description of Shop/Gala Agreed to be Sub-Leased)

Shop No	Floor	Carper are as per MIDC approval	Carpet are as per RERA act 2016	Builtup area

- Towards North:
- Towards South:
- Towards East:
- Towards West:

IN WITNESS HEREOF the parties hereto have set and subscribed their respective hands to these presents on _____ Day of _____, 2021.

Lessee M/s Samyak Realtors through its Authorized Partner Manoj Kanyalal Runwal Through its GPA Sandeepkumar Jayantilal Jain	
Lessee M/s Samyak Realtors through its Authorized Partner Nitesh Prakash Runwal Through its GPA Sandeepkumar Jayantilal Jain	
Sub Lessee	
Witness:	
Witness:	