5.1 Upon payment of the consideration and other amounts hereby made payable by Sub Lessee and on observing and performing the covenants, terms and conditions herein contained, The Sub Lessee shall be allowed to enjoy and hold peaceably and quietly the said Unit without any interruption from the Developer or any person claiming through / under trust of the Developer

5.2 Except the said Unit transferred herein and all common easmentary rights attached therewith , common areas including the unalloted terrace/roof, unreserved open and covered parking space, club and facilities therein, storage areas etc., the entire unallotted area shall remain the property of the Developer and the same shall always deemed to be in possession of the Developer

5.3 The Developer shall observe and perform all other covenants under the Lease Deed and shall not do any act or things whereby the Lease Deed may in any manner be endangered or cancelled or terminated before expiry of the term

6 Provided always and it is hereby expressly agreed and declared by and between the Parties hereto as follows

6.1 Parties understand and confirm that time is the essence of this Sub Lease Deed and agree to fulfill/ discharge their respective obligations under the agreed time schedule

6.2 That the Developer reserves the right to give on lease or hire any part of the top roof/terraces above the top floor (except terraces forming a part of penthouse(s) of the said Complex) for installation and operation of communication/telecommunication devices or to use/hire lease the same for advertisement purposes or for any other purpose and can also raise further construction as per approved plans on the terrace and The Sub Lessee agrees that he/she shall not object to the same and make any claims on this account or create any hindrance

6.3 The Sub Lessee irrevocably agrees to become a member of the Association when formed and undertakes to observe and comply with all rules, regulations, and bye laws of such Association

6.4 Upon expiry of the Lease Deed, the Developer shall not be obliged to apply for or obtain renewal of the Lease Deed and The Sub Lessee, along with The Sub lessees of the other units and /or the Association without any reference to the Developer, shall be entitled to approach and negotiate with the Authority for renewal of the Lease Deed on such terms and conditions as may be agreed upon by and between the State of Rajasthan and The Sub Lessee along with The Sub lessee of other units or the Associations as the case may be. In case any lease rental is required to be paid for renewal then the same shall be paid by the Sub-lessee on prorate basis

7 **Maintenance Services**

7.1 Parties acknowledge and mandates that the Developer shall undertake the responsibility of providing necessary maintenance services directly or through its nominated agency (hereinafter referred to as "Maintenance Agency")

7.2 The Sub Lessee hereby irrevocably agrees to execute 'Maintenance Agreement' with the Developer or Maintenance Agency at the time of taking over the possession of the said Unit.

7.3 The Sub Lessee acknowledges and agrees to abide by and comply with any rules and notifications issued from time to time by the Developer or the Maintenance Agency in the interest of the upkeep, cleanliness, security and maintenance of the Complex, in order to ensure that all other sub lessee are able to utilize and enjoy the use and occupation of their respective unit(s). Any non-compliance with any such rules and notifications would amount to an event of default by the Sub lessee. The Sub Lessee further undertakes to abide by all the terms and conditions of the Maintenance Agreement. The Developer or the Maintenance Agency reserves the right to change, modify, amend or impose, from time to time, additional conditions in the Maintenance Agreement at its discretion.

7.4 The Developer or Maintenance Agency shall carry out the maintenance of common services and facilities pertaining to the said Complex and The Sub-Lessee expressly

For Innovative Colonisers Pvt. Ltd.

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agree to pay all charges and dues as may be demanded from time to time by the Developer or Maintenance Agency for maintenance of common services and facilities as mentioned in the Third Schedule. Failure to do so shall entitle the Developer or the Maintenance Agency to take appropriate steps as stated under the Maintenance Agreement including stopping the services like water supply and power backup etc.

7.5 The Developer or Maintenance Agency shall determine the rate of maintenance charges from time to time and demand the same on pro-rata basis from the Sub lessee and The Sub lessee undertakes to pay the maintenance charges from the date of notice of possession.

8 **Events of Default and Consequences**

8.1 It is agreed that any default, breach of covenants or non-compliance of any of the terms and conditions of this Sub Lease Deed shall be deemed to be an event of default and shall attract consequences stipulated herein. Some of the indicative events of default, inter-alia, are as follows:

8.1.1 Use of Unit for any purposes other than the purposes permitted hereunder by The Sub Lessee.

8.1.2 Failure to make payments of any increased charges to government authorities within 15 days of due date. Failure to pay registration fee, any incidental charges, any increases in security or any other charges, taxes, etc as may be notified and demanded by the Developer from time to time.

8.1.3 Failure to enter into Maintenance Agreement and/or to pay maintenance charges, as may be demanded by the Developer or Maintenance Agency;

8.1.4 Dishonor / stoppage of payment of cheque(s) including post dated cheques given by The Sub Lessee for any reason whatsoever.

8.1.5 Any breach of the terms and conditions of this Sub-lease deed or the Lease Deed executed by the Developer with the Government.

8.2 Upon occurrence of any of the event(s) of default by arising or relating to the acts/omissions of the Sub Lessee, Developer shall, subject to the specific consequences and remedies provided for a particular default, decide the consequences of default(s). For events of default, the consequences of which are not specifically provided, the Developer may, at its sole discretion, prefer the followings:

8.2.1 Terminate/cancel the Sub Lease Deed by serving notice to The Sub Lessee of 30 days and specifying the grounds of termination/cancellation; or

8.2.2 If the Developer elects not to terminate/cancel this Sub Lease Deed, the Developer shall give thirty (30) days notice to The Sub Lessee to cure/rectify the default on such terms and conditions as may be specified in that notice of termination/cancellation. The Sub Lessee agrees that if the default is not cured/rectified within the stipulated, this Sub Lease Deed shall be automatically cancelled without any further notice period.

8.3 The Sub Lessee agrees that upon such cancellation/termination, the sub lessee shall immediately vacate the Unit and hand over vacant possession of the Unit in the same condition in which it was received (normal wear and tear subjected) to the Developer and/or the Co-owner. The developer shall upon receipt of the vacant possession conduct inspection of the Unit to determine the condition of the Unit. The Sub lessee shall pay all payments for the utilities, charges, expenses, etc payable under this Sub Lease Deed until the last day of occupation of the Unit. The Developer shall be entitled to make deductions from the security of any outstanding and due amounts payable by the Sub lessee under this Sub Lease Deed. The Developer shall refund the remaining portion of the security (after making the deductions if any) to the Sub lessee within and by 30 days from the date of handing over vacant possession by the Sub lessee. Upon termination/cancellation of the Sub Lease all the rights, title and interest of The Sub Lessee shall ceases to exist with respect to the Unit thereof.

8.4 The exercise of above remedies is without prejudice to the other rights of the Developer.

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9 Indemnity

9.1 The Sub Lessee shall fully indemnify, defend, save and hold harmless the Developer and the Co Owner and their officers, servants, agents against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, arising out of or relating to the acts or omissions of the Sub Lessee including any breach by this Sub Lease Deed or any of its obligations under this Sub Lease Deed or any related agreement. If any suit, action, claims or proceedings, a temporary restraint order or preliminary injunction is granted, The Sub Lessee shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

9.2 The Sub Lessee shall fully indemnify, hold harmless and defend the Developer and Co owner from and against any and all loss and/or damages arising out of or with respect to failure of the Sub lessee to comply with the applicable laws and applicable permits, payment of taxes, dues, charges, etc required to be made by the sub lessee in respect grant of sub lease of the Unit to the Sub Lessee.

10 Miscellaneous

This Sub Lease Deed is binding upon, and insures to the benefit of and is enforceable by the Parties and their respective legal representatives, assigns and successors in interest.

10.2 Any amendments, variation, modification or changes to this Sub Lease Deed will be in writing and will not be effective until executed & signed by the authorized representatives of all the Parties.

10.3 Each Party agrees not to publish or disclose the existence or term of this Sub Lease Deed to any third party without the prior written consent of the other except as required by law. In particular, no press release shall be made without the mutual written consent of each Party.

10.4 It is mutually agreed that in the performance of all duties by each Party under this Sub Lease Deed, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of any Party. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters, fire, riot, war or civil disturbance, and similar events shall excuse the affected Party from performance of services impeded by such event(s) save and except any liability to make payments under this Sub Lease Deed (for the periods prior to the occurrence force majeure event). Nevertheless, each Party has a duty to use reasonable efforts to prevent or mitigate such impediments. In case, the Party affected by a force majeure event is unable to perform its obligations, then the affected Party shall forthwith notify in writing to the other Party the same. On receipt of a written notice from the Party whose performance is affected by the event of Force Majeure to the other Party, the performance of obligations of the affected Party shall remain suspended till such time as event of force majeure is remedied. In the event that any such force majeure shall continue for more than 30 days, then the Parties may mutually decide the next course of action.

10.5 If at any time any provision of the Sub Lease Deed is or becomes illegal, invalid or unenforceable in any respect, which shall not affect or impair the legality, validity or enforceability of any other provision of this Sub Lease Deed and this Sub Lease Deed shall be given effect as if the invalid, illegal or unenforceable provision had been deleted. Any invalid or unenforceable provision of this Sub Lease Deed shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision. However, if the affected provision is so fundamental to this Sub Lease Deed that one or more of the essential elements of this Sub Lease Deed is removed, then in that case the Parties may mutual decide future course of action.

10.6 At all times after the date hereof the Parties shall execute all such documents and do such acts, deeds and things as may reasonably be required for the purpose of giving full effect to this Sub Lease Deed.

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10.7. Any of the provisions of this Sub Lease Deed that are expressed to take effect in whole or in part on or after termination or sooner determination, or are capable of having effect after termination or sooner determination, shall remain in full force and effect despite termination or sooner determination.

10.8. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Sub Lease Deed shall be in English Language. Any notices, payment, demand or communication required or permitted to be given by the provisions of this Sub Lease Deed shall be made in writing and will be effective on the date of receipt if sent and delivered to the address mentioned above for the respective Parties.

10.9. A notice or demand served by registered speed post acknowledgement due or courier shall be deemed duly served 48 (forty eight) hours after posting and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent properly by registered post, addressed and placed in the post and in case of courier that the letter was addressed and delivered to the courier company at the address referred to above duly supported by proof of delivery and in the case of an email or any other form of electronic correspondences, the same shall be considered valid and sufficient if the sender produces a copy of the mail with the remark sent. It is further agreed between the Parties that in case of any change in the address and/or email ids of a Party, as provided herein above, shall be duly intimated in writing by such Party to the other Party through a letter.

10.10. The failure of either Party to this Sub Lease Deed to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of this Sub Lease Deed or waiver by The Sub Lessee or Developer of any breach of any provision of this Sub Lease Deed shall not be deemed to be a waiver of such provision or of any subsequent breach of same or of any provision of this Sub Lease Deed nor will it affect or impair the right to enforce those rights at a later time or to pursue remedies for any breach of those terms or conditions, except where it is clearly made in writing and signed by the Parties.

10.11. All disputes, differences, controversies or claims ('Dispute') arising between the Parties out of or in relation to or in connection with this Sub Lease Deed, shall be settled amicably by their mutual negotiations and agreement. However, if, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be settled by way of arbitration only and accordingly, shall be referred to a Sole Arbitrator, to be appointed by the Managing Director of the Developer, for settlement in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time, or any subsequent enactment or amendment thereto. The Parties hereby expressly consent and agree that all arbitration proceedings shall be conducted at Delhi. Any decision or award resulting from arbitration shall be final and binding upon the Parties. The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the Arbitrator. The Arbitrator may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

10.12. This Sub Lease Deed shall be governed by and interpreted, construed and enforced pursuant to and in accordance with the laws of India and Parties hereby expressly consent and agree that the Courts at Delhi, shall alone have the jurisdiction in all matters arising out of or concerning this Sub Lease Deed regardless of the place of execution of this Sub Lease Deed.

10.13. This Sub Lease Deed may be executed in Two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

For Innovative Colonisers Pvt. Ltd.

Cosmos Infra Engineering (India) Ltd.

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IN WITNESS WHEREOF the parties hereto have put their respective hands and seals on the day and year hereinabove first mentioned

SIGNED, SEALED AND DELIVERED by the FIRST PART

(Developer)

Through its Authorised Signatory

Cosmos Infra Engineering (India) Ltd.

Authorised Signatory

(Co_ Owner)

Through its Authorised Signatory

For Innovative Colonisers Pvt. Ltd.

Authorized Signatory

SIGNED AND DELIVERED by the SECOND PART

(Sub Lessees)

Witness-1

Signature Swarup Sarkar

Name SWARUP SARKAR

Address 26/11, Subhas Nagar, Gurgaon

Witness-2

Signature Jaivir

Name Jaivir Yadav

Address V.P.O-Chandawas Rewari

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SCHEDULE OF LAND

(Description of the Whole Land)

All that the plot of Land admeasuring 54814 Sq. mtrs. Situated in Village Saidpur, Tehsil, Tizara, Distt. Alwar, Rajasthan. Being the Group housing land in Khasra Nos.522, 527, 534, 535, 543, 544, 546, 547, 548, 549 at Village Saidpur, Tehsil Tijara, Distt. Alwar (Raj.), and bounded as follows:

North	Khasra No. 236, 237 Village Saidpur
East	RHB. land
South	Khasra No. 521, 550, 551 Village Saidpur owned by Developer & Co-owner
West	MVL Land & Khasra No. 532, 533 Village Saidpur

THE SCHEDULE I HEREINABOVE REFERRED TO

(Description of the Unit / Flat)

The Unit bearing No. **906** on **Ninth Floor in Palm Apartments** in "Cosmos Greens" having super built up area of **1235 Sq. Ft.** have been provided **02 KVA Power backup** along with undivided share or interest in the portion of the land which shall comprise of the following:

THE SCHEDULE II HEREINABOVE REFERRED TO

(Common expenses)

a) The expenses of maintain, repairing, decorating the main structure and in particular the road gutters, drains, water-pipes, electric wire in under or upon the building and/or the complex and enjoyed or used by the sub-lessee in common with sub-lessees of other units and the main entrance, passages, landing and staircases of the building and the boundary walls of the complex etc.

b) The costs of cleaning and lighting the streets, passages landings, staircases and other parts of the building and the complex as to be enjoyed or used by the sub-lessee in common as aforesaid.

c) The cost of the salaries of care-taker, clerk, bill collectors, chowkidars, sweepers, gardeners, plumbers, electricians and other services providers etc. on proportionate basis.

d) The cost of the working and maintenance of water pumps and other light and service charges.

e) Municipal and other taxes.

f) Cost of water meter or electric meters and/or any deposit for water or, electricity used for common services.

g) The cost of the working and maintenance of sewerage treatment plant, parks, gardens, greenery etc.

h) Such other expenses as are necessary or incidental for the maintenance of the complex including office expenses and community gathering expenses etc.

i) All other deposits, expenses payable under any of the clause of the Sub-Lease Agreement.

For Innovative Colonisers Pvt. Ltd.

Cosmos Infra Engineering (India) Ltd.

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THE SCHEDULE III HEREINABOVE REFERRED TO

(Receipt)

Received from the within named Sub-Lessee and aggregate sum of Rs. **19,63,000/-** (Rupees **Ninteen lacs sixty three thousand** only) towards cost of the unit .

IN WITNESS WHTEREOF The parties hereto have set and subscribed their respective hands and seals hereto on the day month and year first above written

Signed and delivered by the within named

INNOVATIVE COLONISERS PVT. LTD.

For Innovative Colonisers Pvt. Ltd.

Authorized Signatory

Authorized Signatory

COSMOS INFRA ENGINEERING (INDIA) LTD.

Cosmos Infra Engineering (India) Ltd.

Authorized Signatory

Authorised Signatory

Signed and delivered by the within named SUB-LESSEE

Signatures:

Name: Sunil M. Langewar

Witnesses:-

Signature: Swarup Sarkar

Name: SWARUP SARKAR

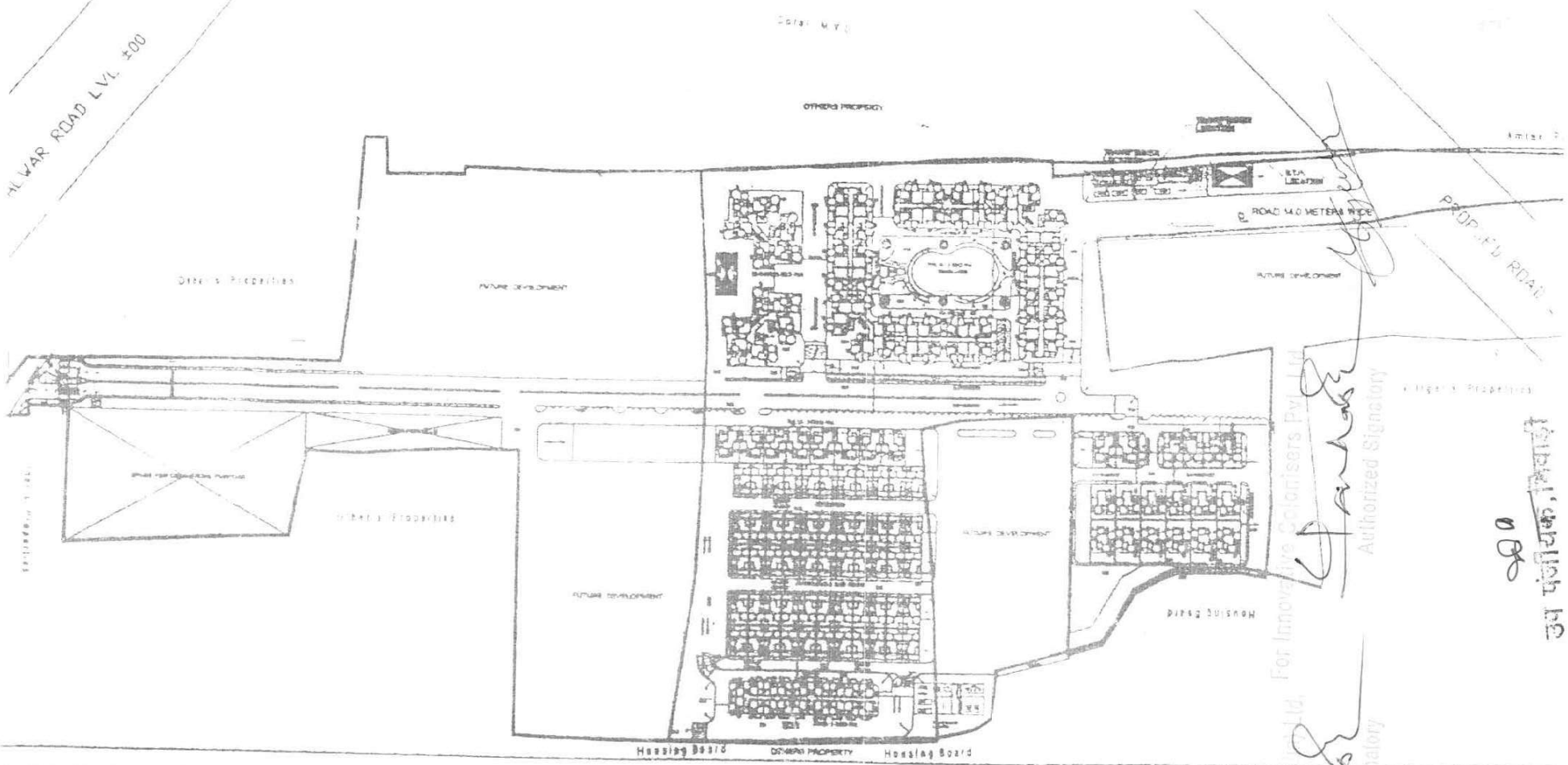
Address: 26/11, Subhay Nagar Gurgaon

Signature: Jaivir

Name: Jaivir Yadav

Address: V.P.O. Chandawas Rewari

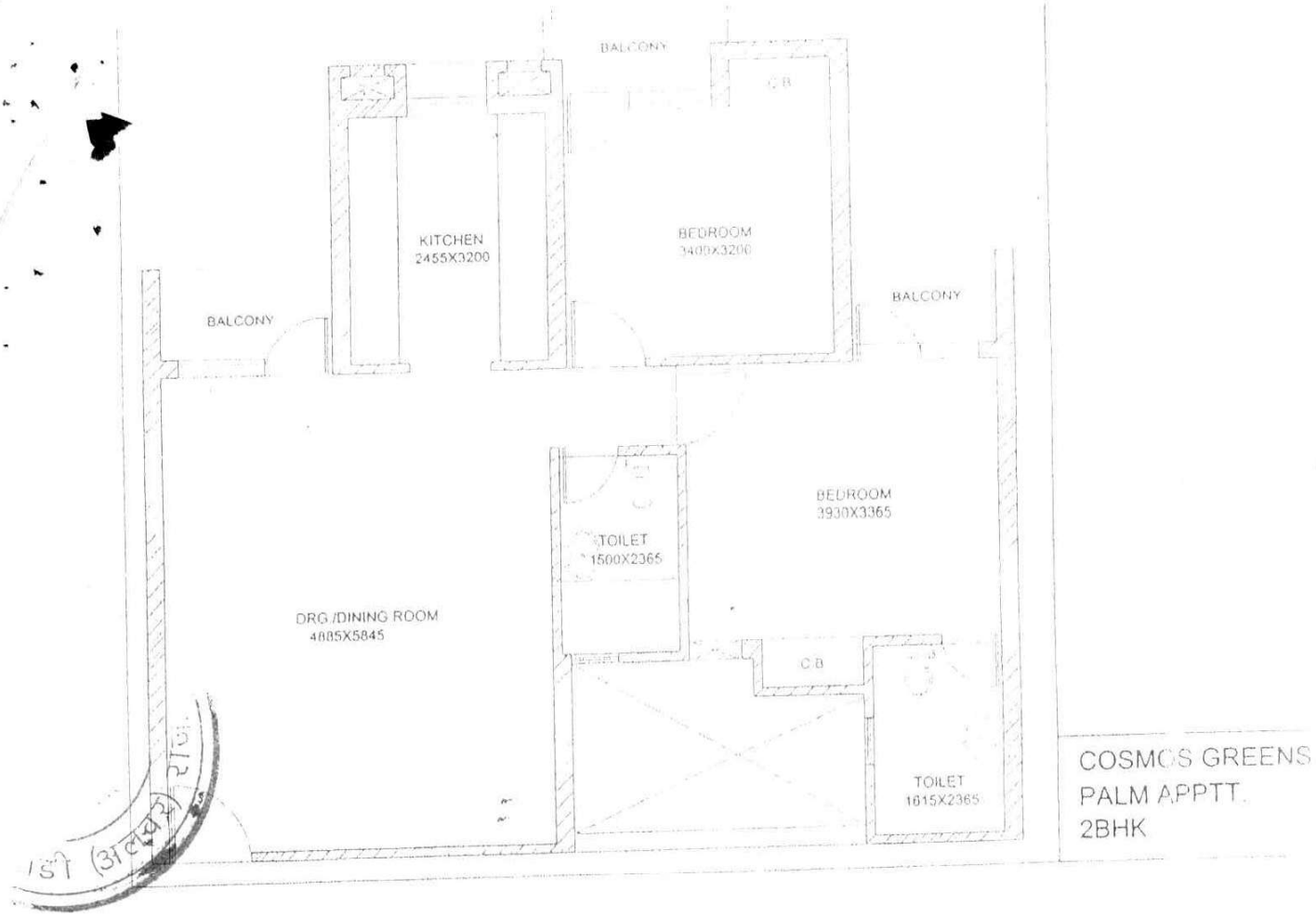
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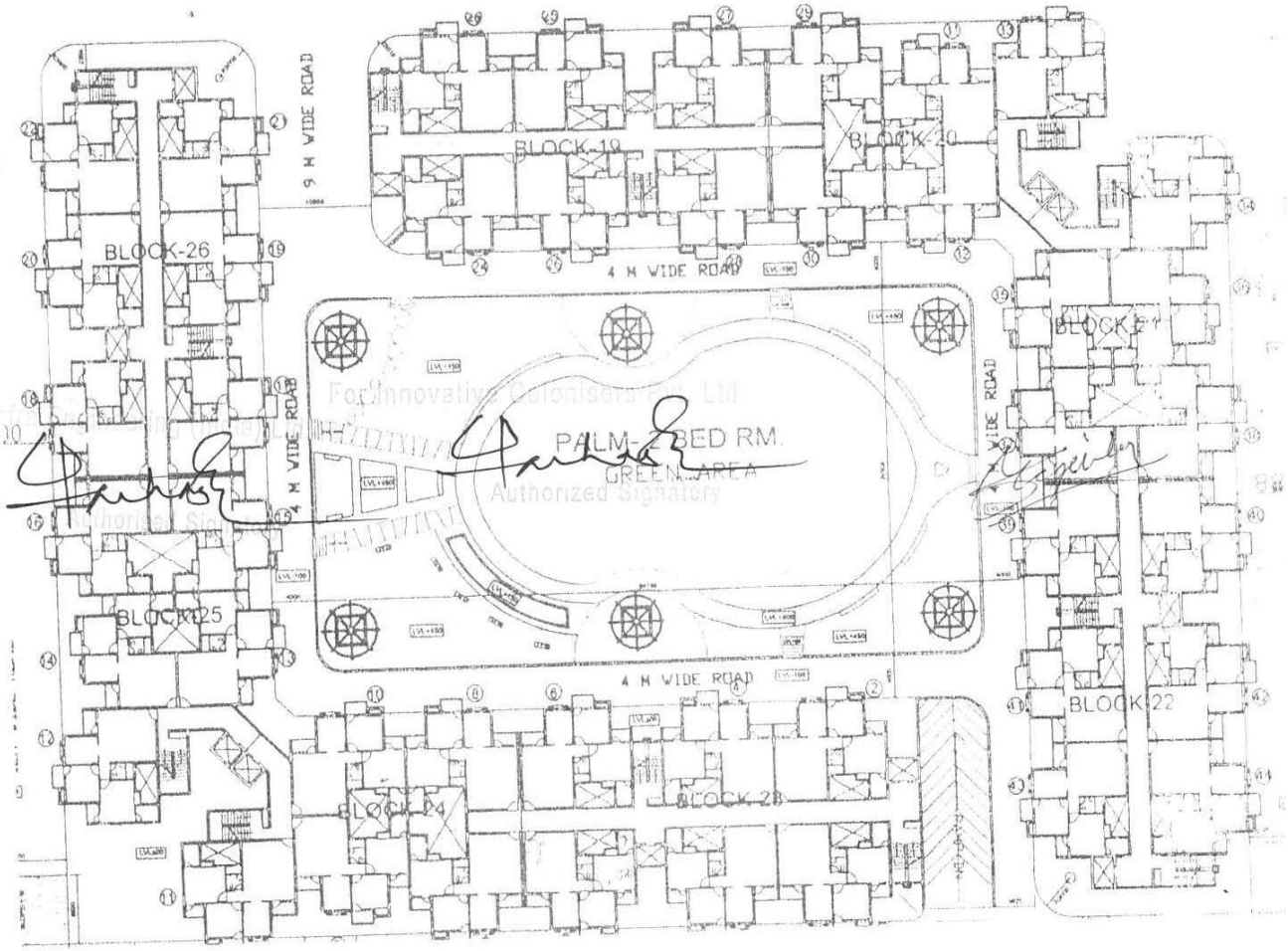


ISED LAYOUT OF RESIDENTIAL SCHEME "COSMOS GREENS" FOR INNOVATIVE COLONISERS PVT. LTD. AT BHIWADI (RAJASTHAN)

ARCHITECT:SA
LINEAR CONCE

For Innovative Colonisers Pvt. Ltd.
Authorized Signatory


BALCONY
C.B
KITCHEN
2455X3200
BEDROOM
3400X3200
BALCONY
BALCONY
BEDROOM
3930X3365
TOILET
1500X2365
DRG./DINING ROOM
4885X5845
C.B
TOILET
1615X2365
COSMOS GREENS
PALM APPTT.
2BHK


9 M WIDE ROAD
BLOCK-19
BLOCK-20
4 M WIDE ROAD
BLOCK-26
BLOCK-21
4 M WIDE ROAD
PALM-2 BED RM.
GREEN AREA
4 M WIDE ROAD
BLOCK-25
BLOCK-22
BLOCK-24
BLOCK-23

उप पंजीयक, हिसार

आज दिनांक 24/12/2012 को
पुस्तक संख्या 1 जिल्द संख्या 395
में पृष्ठ संख्या 89 क्रम संख्या 2012005889 पर
पंजिबद्व किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 1326
के पृष्ठ संख्या 415 से 428 पर
चस्पा किया गया।

(2012008993) उप पंजीयक, BHIWADI
(Sale Deed (Conveyance deed))

