

This Proforma of Tripartite Sub Lease Deed is prepared on the basis of current draft of the Authority and subject to the changes/modifications may be made by the Authority.

TRIPARTITE SUB- LEASE DEED

This Sub-Lease Deed (“Deed”) is made at _ on this ____ day of _____ 20__;

BY & BETWEEN

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY (NOIDA), District Gautam Buddha Nagar, Uttar Pradesh, a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976, (U.P. Act No 6 of 1976) (hereinafter referred to as the “**LESSOR**” / “**FIRST PARTY**” which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the **FIRST PART**;

AND

MAX ESTATES NOIDA PRIVATE LIMITED (CIN: U68200DL2023PTC416407), a company incorporated under the Companies Act, 2013, having its registered office at 1 Dr. Jha Marg, Max House, Okhla Phase-3, Opp. Okhla Railway Station, Okhla Industrial Estate, South Delhi, New Delhi, PIN-110020, through its authorized signatory Mr. (Aadhaar No.) authorised vide board resolution dated, (hereinafter referred to as the “**LESSEE**” which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the **SECOND PART**;

AND

Mr.,
S/o Sh.,
R/o,
PAN / UID No. / Contact No.

(hereinafter referred to as the “**SUB-LESSEE**” which expression shall unless contrary or repugnant to the context or meaning thereof shall include his / her heirs, executors, administrators, legal representatives, permitted assigns) of the **THIRD PART**;

WHEREAS:

- A.** The Lessee was a successful bidder in auction conducted by the Lessor for a commercial plot under Scheme Code 2024-25 (Builder Plot-I) (Area greater than 20000 sqm.) and was allotted all that piece of land admeasuring 41,835.46 Square Meters, situated at Plot No. C-02, Sector-105, Noida, Gautam Buddha Nagar, Uttar Pradesh. (“Total Land”).
- B.** The Lessor has executed a Lease Deed dated 22.05.2025 which is duly registered with the Office of Sub-registrar Noida-II, Gautam Buddha Nagar as Document No. 4967, in Book No. 1, Vol. No. 14681 at Pages 171 to 198 on 22.05.2025 (“Lease Deed”), whereby the leasehold rights of the Total Land have been granted to the Lessee for a term of 90 years commencing from 22.05.2025.
- C.** The Total Land has been demised for the purposes of constructing and developing a commercial/mix-use project by the Lessee in compliance with applicable laws.
- D.** The Lessee developed a project under the name and style of “**Estate 105**” (hereinafter called “**Project**”) on land area admeasuring 22,718.15 sq. mtrs, forming part of the Total Land. The Building Plan / Site Plan of the Project has been approved by the NOIDA vide Memo No. **2025/12/09/13329** dated 05.01.2026.
- E.** The Lessee has registered the Project with Uttar Pradesh Real Estate Regulatory Authority, Lucknow (UPRERA) as a real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“RERA Act”) read with the allied rules, and the authority has granted registration vide Registration No.
- F.** The Project comprises of 2 (two) residential towers having 3 (three) Basements + Ground Floor + 37 Floors and 2 (two) commercial buildings/units besides other allied amenities as sanctioned by NOIDA.
- G.** That club and sports block as developed on the Commercial FAR by the Lessee is not included in the definition of “Common Areas” of the Project, and the ownership, control, rights, title, and interest therein shall at all times remain with the Lessee, who shall have the exclusive right to manage, operate or deal with the same in any manner as it may deem fit.
- H.** The club shall be accessible to the residents of the Project as well as to other persons and the usage thereof shall be on payment basis.
- I.** The Lessee has right to allot to its applicants / allottees, unit(s) in the said Project, including undivided proportionate share underneath the building / tower where the Unit (*defined below*) is located, common areas and facilities, appurtenant to the unit(s) within the building / tower where the Unit is located.
- J.** The Sub-lessee had applied for allotment of a unit; and relying on representations and assurances made by the Sub-lessee in the application, the Lessee allotted Unit bearing no. having carpet area of Sq. Ft. (..... Sq. Mtrs.) on floor in Building No. of the said Project along with a right to exclusively use (.....) car park within the

Project (“Unit” specifically identified under Schedule I under this Deed).

- K.** The Lessee has the absolute right, title and full power to allot, sub-lease the Unit unto the Sub-lessee by way of this Deed. The Lessee has sole and absolute leasehold rights over the said Project; and the said Unit is free from all encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims, etc.
- L.** The Lessee has furnished to the Sub-lessee all information, clarifications, legal positions etc., with respect to the Project and the Lessee declares that the same are true and correct to the best of their knowledge and belief. There is no other oral or written representation or statement, made either by the Lessee or any person claiming under them, which may be considered to be part of this Deed.
- M.** The Sub-lessee has executed this Deed after having carried out the detailed due diligence to its satisfaction including but not limited to the layout plans, location plans, zoning plans, ownership record with respect to the Project Land, relevant approvals in favour of the Lessors and all other documents relating to competency of Lessor to convey the said Unit. The Sub-lessee further acknowledges that the Sub-lessee has done the site inspection and satisfied himself / herself / itself with physical and other condition with regard to the said Unit. The Sub-lessee has relied solely on his / her / its own judgment and investigation on the basis of information provided by the Lessee while deciding to execute this Deed.
- N.** The Sub-lessee undertakes that it shall be bound by all the conditions and the stipulations imposed by the Lessor and other competent authority (ies) in respect of the said Project and / or the said Unit.
- O.** The Sub-lessee has confirmed to the Lessee that it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc. and limitations and conditions applicable to the said Project and the Unit.
- P.** The Sub-lessee on the basis of information received from the Lessee and after being satisfied as to the title and rights of the Lessee in the said Unit, had agreed to take the said Unit on sub-lease basis, and the Lessee are sub-leasing the said Unit unto the Sub-lessee on the terms and conditions stated herein below:

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1.** In consideration of the amount of Rs. (Rupees only) (“Total Consideration”) paid by the Sub-lessee to the Lessee, receipt whereof the Lessee hereby acknowledges and the Sub-lessee agreeing to observe and perform the terms and conditions herein mentioned, the Lessee hereby sub-leases to the Sub-lessee the Unit along with car parking space and pro-rata share in the common areas and facilities within the building / tower/ project where the said Unit is situated or as provided in deed of declaration filed before competent authorities under applicable law.
- 2.** The Lessee hereby also sub-leases unto the said Sub-lessee a proportionate share in the leasehold right of the land underneath the building / tower where the Unit is situated, for the unexpired

period of the lease deed granted to the Lessee.

3. The vacant and peaceful possession of the Unit has been handed over to the Sub-lessee and the Sub-lessee acknowledges to have taken the possession of the same after a detailed inspection of the Unit, on all material aspects including but not limited to carpet area of the Unit, quality of construction, workmanship, materials used in construction, finishing / fittings, fixtures, specifications, etc. and the Sub-lessee does not have any objection and is fully satisfied, with the workmanship and quality of the Unit. That all amenities which were promised to the Sub-lessee, have been provided to the Sub-lessee to his complete satisfaction by the Lessee. The Sub-lessee further confirms that he / she /they/it have/has checked and verified the title of Lessee in the said Plot and is completely satisfied with respect to the same. Since the Sub-lessee has completed due diligence to his / her / its complete satisfaction, the Sub-lessee undertakes not to raise a dispute on any of the abovementioned aspects either in present or in future.
4. The Lessor has received one time Lease Rent from the Lessee, and the Sub Lessee is not required to pay any lease rent to the Lessor during the Lease Period. In case of any Government demand in that regard, the same shall be dealt with and paid by Lessee Only.
5. The Sub-lessee without any rebate or deduction whatsoever, shall pay to the Authority / Lessee any and all taxes, charges, levies and impositions (including any additional demand on account of lease premium) payable and demanded from time to time by the Lessor/Lessee in relation to the Unit.
6. The Sub-lessee shall pay annual rents, prevailing taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said Unit as and when the same becomes due and payable. In addition thereof, the Sub-lessee shall pay all other liabilities charges for repairs, maintenance and replacement etc. as per a separate maintenance agreement executed between the Sub-lessee and Lessee (or the nominee of the Sub-lessee, as the case may be).
7. All the works relating to the maintenance may be assigned to any company / agency by the Lessee.
8. That the Sub-lessee agrees that car parking, if any assigned to the Sub-lessee, shall always be treated as integral part of the above said Unit and the same shall not have any independent legal entity/property detached from the said allotted Unit. The Sub-lessee has been explained that the said dependent car parking shall be used by the Sub-lessee as per terms and conditions of the Maintenance Agreement executed between the parties separately.
9. 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 Deed executed between the Lessor and the Lessee and observe the same as applicable and relating to the Total Land and the Unit being leased under this present Deed.
10. That the upkeep and maintenance of common / open areas and facilities in the Project shall be discharged by the Lessee through a maintenance agency to be appointed by the Lessee ("Maintenance Agency"). The Sub-lessee agrees, to execute a separate Maintenance Agreement

with said Maintenance Agency and strictly adhere to same and to promptly pay all demands, charges, bills etc. raised by the said Maintenance Agency. The Sub-lessee undertakes to abide by all the rules / byelaws framed by the Maintenance Agency for the Project. The Sub-lessee understands and acknowledges that the relationship between the Lessee and the Maintenance Agency is on principal-to-principal basis, and the Sub-lessee hereby agrees and confirms that Sub-lessee shall not hold the Lessee responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortious, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Sub-lessee. The Sub-lessee hereby expressly discharges the Lessee from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.

11. That the Lessee or Maintenance Agency or associate or any other company of the Lessee, after getting the permission to receive the bulk electric supply, shall supply the electricity to the Sub-lessee and Sub-lessee agrees to take the supply from the Lessee. The Sub-lessee herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Lessee / Maintenance Agency, proportionate share as may be determined by the Lessee of all deposits and charges paid or payable by the Lessee to whom permission to receive bulk supply and distribute the same is granted. The Sub-lessee agrees to enter into and execute the power supply agreement and / or all or any other documents, as may be required for this purpose.
12. That any transfer, sale, assignment or otherwise parting with the said Unit by the Sub-lessee will attract payment of prevailing transfer charges and No-objection Certificate (NOC) from the Lessee / Maintenance Agency appointed by the Lessee in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor / Lessee in respect of transfer charges and permission for transfer will be final and binding upon the Sub-lessee. In case there remains any arrears due and payable to the Maintenance Agency and / or the Lessee, the Sub-lessee undertakes to clear such amounts prior to creating any third party rights, title or interests in the Unit.
13. The Sub-lessee shall not mortgage the said dwelling Unit for securing any loan at any stage except with prior permission of the Lessee in writing, which shall be obtained, or given by the Lessee as per terms of the Lease. The Sub-lessee shall also obtain appropriate 'NOC' from the lessee in that regard.
14. In case, the Sub-lessee has obtained loan from any Bank / Financial Institution on the above said Unit, the Sub-lessee hereby undertakes to pay the dues of such bank / financial institution in exclusion to the Lessee herein.
15. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this Deed in respect of the Unit / building / Project, shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and / or subsequent Sub-lessees / assignees / transferees of the Unit, as the said obligations go along with the Unit for all intents and purposes.
16. 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. The stake holders / successors / legal heirs of the Sub-lessee shall be liable to execute necessary documents for transfer of the Unit on payment of fees in the records of Lessor and Lessee.

17. That the Sub-lessee shall in terms of the Lease Deed, at all times, pay directly to the Lessor, all Government dues or any other dues of Authority, Local Bodies existing or to exist in future including but not limited to all rates, taxes charges and assessments leviable by whatever name, in respect of the Unit or undivided proportionate interest in the Project, which are now or may at any time hereafter or during the continuance of this Deed be assessed, charged or becomes due or imposed upon the Unit hereby transferred to the Sub-lessee or its tenant / occupant in respect thereof.
18. That the Sub-lessee shall in all respect comply with and remain bound by law, rules concerning building, drainage, and other by-laws of the Lessor or other competent authorities for the time being in force or whenever becomes applicable in future.
19. The Sub-lessee shall not without the sanction and permission in writing of the Lessee, erect any building or make any alteration or sub-divide or amalgamate the above said transferred / Sub-Leased Unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant, the Sub-lessee shall be solely responsible and liable for penal and other legal consequences.
20. That the Sub-lessee will use the Unit exclusively for the permitted purposes and for no other purposes. Under no circumstances, the sub-lessee shall contravene the safety provisions while using/ occupying the above said Unit. In violation, the sub-lessee shall be solely responsible and liable for the consequences as per law.
21. That the Sub-lessee shall not in any manner whatsoever encroach upon the common land / areas, and facilities and services not handed over to him / her under this Deed. All unauthorized constructions / encroachments made shall be removed at the cost of the Sub-Lessee and the Sub-lessee shall be liable for legal consequences.
22. The Sub-lessee shall not have a right to use or access the terrace of the building where the Unit is situated. The Lessee may make solar installations with steel structures for sustainable environment without any objection by the Sub-lessee, and the Lessee will have sole right to install solar panels on the roof top and utilize the energy as deems fit and Sub-lessee shall pay pro-rata cost of solar panel usage.
23. The Lessee / Sub-lessee shall on the expiry of the lease of the land, peacefully handover the said land unto the Lessor after removing the superstructure within the stipulated period. The share in undivided proportionate land hereby sub-leased, shall always remain un-divisible and unidentified. Similarly, the Sub-lessee shall have right of usage of common areas and will not have any independent right of possession of the same. The right of Sub-lessee of usage of common areas shall be subject to the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.

24. That the terms and conditions of the Lease deed, Agreement to Sub-lease, Maintenance Agreement, or any other relevant documents executed between Lessee and Sub-lessee shall be binding on the Parties after the execution of this Sub-Lease deed.
25. That the Sub-lessee has understood that the present Deed does not create any independent right, title or interest of the Sub-lessee in the common areas, limited usage areas and shall also have no rights to use the facilities and services not specifically permitted to use by the Lessee.
26. That under no circumstances the Sub-lessee shall harm or cause to be harm any damage to the peripheral walls, front, side and rear elevations of the said Unit in any manner. The Sub-lessee shall also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation / balcony designs etc. shall not erect any fencing / hedging / grills without prior permission of the Lessee or nominated Association / Company maintaining the said Unit / Project or any building which is part thereof.
27. That, the Sub-lessee shall not remove any wall of the said Unit including load bearing walls and all the walls / structures of the same remain common between the Sub-lessee and the owners of the adjacent units.
28. 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 Unit after determining the Sub-lease. On re-entry of the demised dwelling Unit, if it is occupied by any structure build in an unauthorized manner, by the Sub- lessee, the Lessor / Lessee will remove the same at expenses and cost of the Sub-lessee. At the time of re-entry of the demised dwelling Unit, the Lessor may re-allot it to any other person.
29. That if the Sub-lessee is found to have obtained the allotment, sub-lease of the Unit by misrepresentation / misstatement / fraud, this Deed may be cancelled, and the possession of the Unit may be taken over by the Lessor / Lessee; in such an event the Sub-lessee will not be entitled to claim any compensation / refund in respect thereof.
30. That all notices / letters, orders and other documents required under the terms of this Deed or under the RERA Act or the Uttar Pradesh Industrial Area Development Act, 1976 (U.P.) or Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 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).
31. The Sub-lessee undertakes and assures that he / she/ it has received proper possession of the allotted Unit to him / her and same has been constructed to his / her/ it full satisfaction. The Sub-lessee has checked and inspected each and every item of the Unit and acknowledges that construction of the Unit of this Sub-Lease deed has been carried out to the satisfaction of the Sub-lessee, as per the

provisions of the RERA Act and he / she has also gone through the relevant provisions of Act and allied rules and hereby records his / her/ it full satisfaction in that regard.

32. That all powers exercisable by the Lessor under this lease 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. 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.
33. That all clauses of the Lease Deed executed by NOIDA, dated 22.05.2025 in favour of the Lessee shall be applicable to this Deed. In case of any repugnancy of any provision of the Lease Deed and this Deed, the former shall prevail.
34. 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. That the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) or the RERA Act as well as all rules and regulations made there under 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 decision of the Chief Executive Officer, Noida in this regard shall be final and binding upon the parties concerned.
35. That the Lessee reserves the sole right to develop the unused areas and / or common areas in Project in accordance with the necessary sanctions as and when obtained by the Lessee, and the Sub-lessee shall have no right of objection or reservation, whatsoever in this regard.
36. That the Sub-lessee shall not carry out fragmentation / sub-division of the said Unit in any manner whatsoever, under any circumstances and in case it is done, the Sub-lessee shall be solely and exclusively liable and responsible for all consequences / damages arising therefrom.
37. That the Lessee would have the right to put the hoardings etc. on the terrace on the elevation or on the boundary wall, or any other place of the Project and to sell / rent / permit for use by the intending users, for which the Sub-lessee would not be having any kind of objection of whatsoever nature.
38. 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 on the walls of allotted Unit doors thereof. The Lessee shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building, except otherwise specified for the purpose by the Lessee in writing. The Lessee shall be entitled to recover the charges for the uses of such publicity / display areas for the uses.

39. The Sub-lessee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases, lifts, terrace / roof. However, the Sub-lessee shall only have the right to enjoy the benefits of the open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases and lifts subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. Further, the Sub-lessee or any other person(s) claiming through the Sub lessee shall not be entitled to bring any action for partition or division of the common areas and facilities, or any part thereof. The Sub-lessee doth hereby agrees and confirms that Sub-lessee shall not create any blockages, obstructions, elevations or constructions in the common areas and spaces and shall indemnify the Lessee for any losses and damages to the Lessee for any of its acts of omissions or commissions in this regard.
40. The Sub-lessee undertakes to apply and obtain membership of the Resident Welfare Association formed under the supervision and patronage of the Lessee, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act. The Sub-lessee further undertakes that he / she will not accept or recognize nor form any other association as Resident Welfare and Association, and if he / she/it found contrary this would amount to breach of terms and conditions of this sub-lease.
41. That the Lessee has provided certain recreational and commercial facilities to facilitate the occupants of the Project. The Sub-lessee shall also be entitled to use the same in adherence to the rules / regulations framed by the Lessee for the use of such facilities on payment of charges etc. That the Lessee and Sub-lessee have agreed that other Terms & Conditions of the allotment letter, Agreement to Sub-Lease Deed, Lease deed and Government Laws, building bye-laws, as amended from time to time shall be binding and shall be applicable on the Lessee / Sub-lessee.
42. The Sub-lessee undertakes to not change the name of the Project unilaterally and / or jointly with the owners of the other units of the future expansion of the said Project.
43. The stamp duty, registration charges and other all incidental charges required for execution and registration of this Deed have been borne by the Sub-lessee. Further, the Sub-lessee has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government/ statutory or other local authority, the same, if applicable, shall also be payable by the Sub-lessee.
44. That this Deed shall be governed as per the laws of India. After this Deed is executed, any dispute, arising with regard to the terms and conditions of this Deed the same shall be subject to the jurisdiction of District Court, Gautam Budh Nagar, and the High Court of Judicature, Allahabad.

SCHEDULE – I

Description of the Unit

Unit bearing No. having carpet area of sq. ft. (.....sq. mtrs.) on floor in Building No. of the Project known as ‘**Estate 105**’ situated at Plot No. C-02, Sector-105, Noida, Gautam Buddha Nagar, Uttar Pradesh along with a right to exclusively use (.....) car park within the project.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS INDENTURE AT NOIDA, ON THE DAY, MONTH AND THE YEAR, FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

FOR THE LESSOR	FOR THE LESSEE	BY THE SUB- LESSEE
New Okhla Industrial Development Authority Authorised Signatory	Max Estates Noida Private Limited Authorised Signatory	Name:

Witness:

1)

2)