

For & on behalf of GNIDA For .....

(Authorised Signatory)	(Authorised Signatory)	
Lessor/First Party	Sub-Lessee/Second Party	Sub-Sub-Lessee(s)/Third Party

**TRIPARTITE SUB-LEASE DEED**

**Sale Consideration** : **Rs. 00,00,000/-**  
**Govt. Value** : **Rs. 00,00,000/-**  
**Stamp Duty @ 5%** : **Rs. 0,00,000/- ( Rebate of Rs. 10,000/- for women)**  
**Car Parking** : **One Covered Car Parking**  
**Unit Bearing No.** : **..... (Type-F) Block-....,**  
**Floor** : **....., Tower-....**  
**Super Area** : **..... Sq. Ft. ( ..... Sq. Mtr.)**

**The Circle rates for the Group Housing at Sector-16C, Greater Noida is Rs.30,000/- Per Sq. Mtr.(according to Govt. Circle Rate list) floor rebate as per rate list and One Car Parking facility is available.**

**(According to Govt. Circle Rate List (01.08.2019) mentioned at Page No.107, Sr. No.81, Software V-Code is 0064, Floor rebate is as per Rate List)**

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Lessor/First Party Sub-Lessee/Second Party Sub-Sub-Lessee(s)/Third Party

**THIS TRIPARTITE SUB-LEASE DEED** is made and executed at Greater Noida, District-GautamBudh Nagar, U.P., on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....,

**BY AND BETWEEN**

**Greater Noida Industrial Development Authority**, a body corporate constituted under Section-3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) through its Manager / Authorized Signatory (hereinafter referred to as the "**LESSOR**"), which expression shall unless the context does not so admit include its successor and assigns, of the **FIRST PART**.

**AND**

**M/S. ....**), a Company incorporated under the Companies Act 1956 and having its registered office at ..... through its authroised signatory **Mr. .... S/o ..... R/o ..... duly authorized by the Board of Directors, vide board resolution dated -----** (hereinafter referred to as the "**SUB-LESSEE**"), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the **SECOND PART**

**AND**

**MRS. .... (PAN: ....) W/o SHRI .... & MR. .... ( PAN: .... ) S/o SHRI .... R/o ..... (hereinafter referred to as the "**FINAL PURCHASER**" OR "**SUB-SUB-LESSEE**"), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns of the **THIRD PART**;**

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**WHEREAS:**

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Lessor/First Party Sub-Lessee/Second Party Sub-Sub-Lessee(s)/Third Party

- A. **Greater Noida Industrial Development Authority**, (hereinafter referred to as the “**AUTHORITY/GNIDA/LESSOR**”) invited bids under its Scheme Code BRS-03/2010 for Allotment of Various Plots, including the Plot No. GH-03, Sector-16C, Greater Noida District, ..... sq. mtrs. and M/s ..... was the successful bidder of said plot.
- B. And thereafter Lessor, executed a Lease Deed dated ..... in favour of M/s ..... (hereinafter referred to as the “**LESSEE**”) to demise the above said plot for a Period of Ninety (90) years reckoned from the date of execution of Lease Deed dated .....
- C. **And thereafter Lessor and Lessee**, as per the norms of aforesaid Lease Deed, executed a Sub-Lease Deed dated ..... in favour of .....(hereinafter referred to as the “**SUB-LESSEE**”) and transferred the sub-leased Plot No. ...., Greater Noida, U.P. admeasuring ..... Sq. Mtr in the project namely .....(hereinafter as the “**Said Sub-Leased Land/Plot**”) for the purpose of development, construction and marketing of the Apartments/Dwelling Units/Convenient Shops, which is duly registered with the office of Sub-Registrar-Sadar, Greater Noida, GautamBudh Nagar, U.P., .....
- D. The Sub-Lessee had obtained approval of layout for development of Group Housing Project on the above said land and carried out internal development work comprising of construction of internal roads, drains, street lighting, electrification, water supply, sewerage and road side plantation, culverts, transmission lines, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and obtained sanction of the building plans for development and construction of the Group Housing Building on the Said Land and as such, have constructed multi-storied complex and each consisting of several Apartments/Dwelling Units, Convenient Shops, Club, Gymnasium, Commercial Spaces, Swimming Pool, etc.
- E. After obtaining the above said approval of layout plan and other applicable sanctions, the Sub-Lessee has developed a Residential Project known as “.....”, built at ..... (hereinafter called as the “**Said Complex**”).

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Lessor/First Party Sub-Lessee/Second Party Sub-Sub-Lessee(s)/Third Party

F. The Sub-Sub-Lessee named above, applied to the Sub-Lessee for allotment of a Residential Apartment/Dwelling Unit and the Sub-Lessee allotted a Residential Apartment/Dwelling **Unit bearing No....., Type-.....on ..... FLOOR**, Total **Super Area approximate .....** Sq. Ft. (..... Sq. Mtr.), in **Tower-...., Block-.....** in the said “.....”, built on ..... together with proportionate rights to use the common covered area, including all easement rights attached thereto (hereinafter referred to as **Said Apartment/Dwelling Unit**) alongwith undivided and imparible lease hold rights in the portion of the said Land underneath the building, consisting of several Blocks/Towers comprising the Complex, in proportion of the ratio of the super area of the said Apartment/Dwelling Unit to the total super area in the Complex, more fully described in the Schedule given hereunder, on the terms and conditions as contained in Allotment Letter dated ..... executed between the Sub-Lessee and the Allottee/Sub-Sub Lessee.

G. The Sub-Sub-Lessee has carried out the inspection of Lease Deed, executed between Lessor and ..... and Sub-Lease Deed executed between Lessor, ..... and Sub-Lessee alongwith building plans of said Project/Complex/Dwelling Unit and has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said Apartment/Dwelling Unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.

H. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.

I. Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted

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

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Lessor/First Party Sub-Lessee/Second Party Sub-Sub-Lessee(s)/Third Party

1. That in consideration of the amount of **Rs.....- (Rupees .....** **Only**) paid by the Allottee/Sub-Sub-Lessee to the Sub-Lessee, the receipt whereof the Sub-Lessee hereby admits and acknowledges, and the Allottee/Sub-Sub-Lessee agreeing to observe and perform all the terms and conditions herein contained and as contained in the Lease Deed executed between Lessor and M/s ..... and Sub-Lease Deed executed between Lessor, ..... and Sub-Lessee and the terms and conditions of Allotment Letter, executed between the Allottee/Sub-Sub-Lessee and the Sub-Lessee, thus the Sub-Lessee doth hereby agrees to demise and the Allottee/Sub-Sub-Lessee agrees to take on Sub-Lease the Said Apartment/Dwelling Unit with all rights and easements whatsoever necessary for the enjoyment of the Said Apartment/Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Lessor and Sub-Lessee doth hereby grant Sub-Lease of the said Apartment/Dwelling Unit unto the said Sub-Sub-Lessee, for remaining unexpired period of Lease of said land in favour of the Lessee.
3. That the vacant and peaceful possession of the Said Apartment/Dwelling Unit has been delivered to the Sub-Sub-Lessee/s simultaneously with the signing and execution of this Tripartite Sub-Lease Deed, and the Sub-Sub-Lessee/s has satisfied himself as to the area of the Said Apartment/Dwelling Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Sub-Lessee/s has agreed not to raise any dispute at any time in future on this account.
4. The maintenance charges of the project ..... are applicable and payable by the Sub-Sub-Lessee. The one time interest free maintenance security ( IFMS ) also has been deposited by the Sub-sub- lessee/s, The Sub- Lessee shall not be liable to pay any interest on IFMS amount, at the time of handover/s shall be bound by all the covenants and conditions mentioned in the Maintenance Agreement of the Project “.....”
5. That the up-keeping and maintenance of the project “.....” shall be carried out by the Sub-Lessee/Maintenance Agency till it will be handed over to the A.A.O. (Association of Apartment Owners) as mentioned in U.P. Apartment Act-2010.

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6. That the electricity supply to the project “.....” is to be taken from NPCL/ any other statutory power distribution Company. It is permissible for each apartment owner to obtain individual electricity connection for his/ her apartment together with a separate electricity meter for which the necessary charges for obtained connection, security and user charges shall be payable directly by the apartment owner to the said NPCL/ statutory power distribution company. The Sub- Lessee has provided 1 KVA inverter to the Sub-Sub-Lessee/s for the power Backup. The Maintenance of Inverter/ Battery will be done by the Sub-Sub- Lessee/s from his/her/ their own cost/ expenses.
7. That In accordance to the provisions of Uttar Pradesh Electricity Supply Code (13<sup>th</sup> Amendment) 2018, the meter installed by the NPCL at the incoming supply point of the project “.....” will act as “Reference Meter”. The NPCL will compare the total electricity/energy consumption recorded by “Reference Meter” and total electricity/energy consumption of all the individual meters installed in the project, for each billing cycle. The difference of electricity/energy consumption beyond the prescribed limit of “Reference Meter” and total electricity consumption of all the individual meters installed in project shall be added in the consumption of common area by the NPCL. The sub-lessee shall pay proportionate share of such extra added units without demur to the lessee/ nominated maintenance agency/AAO as the case may be, along with the maintenance charges
8. That for computation purpose, the super area shall be as per the Declaration Form(A) which is communicated to the Sub-Sub-Lessee through the Allotment Letter. The Sub-Sub-Lessee shall get exclusive possession of the built-up area, i.e. covered area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said Apartment/Dwelling Unit. The title of the said Apartment/Dwelling Unit is being transferred to the Sub-Sub-Lessee through this Tripartite Sub-Lease Deed. The Sub-Sub-Lessee shall have no right, interest or title in the remaining part of the Complex, which is not included in the super area, except the right of ingress and outgress in common areas, which shall remain the property of the Sub-Lessee. The right of usage of the common facilities is subject to the covenants herein contained and up-to-date payment of all dues.
9. That the Sub-Sub-Lessee/s shall not be entitled to claim partition of his/her undivided share/right in the land of the project “**VVIP Homes**” and same shall always remain impartially, undivided and unidentified. It is further clarified that the interest of the Sub-Sub-Lessee shall be confined in the said unit only.

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10. The Sub-Sub-Lessee/s undertakes to put to use the said Apartment/Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the said Apartment/Dwelling Unit other than for residential purposes will render Sub-Lease liable for cancellation and the Sub-Sub-Lessee/s will not be entitled to any compensation whatsoever.
11. That except for the transfer of said Apartment/Unit, all common easementary rights attached therewith, the entire common areas and facilities as provided in the said complex/project and its adjoining areas including the unclothed terrace/roof, unreserved open and covered parking spaces, club and facilities therein, storage areas etc., and the un-allotted areas and Apartments/Dwelling Units, shopping areas, if any, shall remain the property of the Sub-Lessee and shall deemed to be in possession of the Sub-Lessee, who has all the right to dispose of these properties in any manner.
12. That the said Apartment/Dwelling Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Sub-Lessee himself to facilitate his loan/ financial assistance for purchase of the said Apartment/Dwelling Unit.
13. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on, provided always that the Lessor shall pay reasonable compensation to Sub-Sub-Lessee and Sub-Lessee/s for all damages directly occasioned by the exercise of such rights. The decision of the Lessor on the amount of reasonable compensation will be final and binding on the Sub-Sub-Lessee.
14. That the Lessor has received one time lease rent in respect of the said land from the Sub-Lessee and hereby confirms that no lease rent is payable in future by the Sub-Sub-Lessee/s in respect of the said Unit during the period of Sub-Lease.
15. That the Sub-Sub-Lessee/s shall be liable to pay on demand Municipal tax, Property tax, Water tax, Sewerage tax, other annual rent, taxes, compensation to the Farmers, Metro cess, any other cess, Charges, GST, Swachh Bharat Cess and KrishiKalyanCess etc., levies and impositions, levied by the Lessor and/or any other local or statutory authority from time

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to time in proportion to the area of the said Apartment/Dwelling Unit from the date of allotment of the said Apartment/Dwelling Unit.

16. That the Sub-Sub-Lessee/s shall, at all times duly perform and observe all the covenants and conditions which are contained in the Lease Deed, Sub-Lease Deed and the terms & conditions of Allotment Letter and strictly observe the same in respect of the said Apartment/Dwelling Unit purchased by him. The Lease Deed and Sub-Lease Deed shall be deemed to be a part of this Tripartite Sub-Lease Deed, the Sub-Sub-Lessee/s confirms that he has received the copies of said Deeds.
17. That the Sub-Sub-Lessee/s shall not sell, transfer or assign, mortgage the whole or any part of the said Apartment/Dwelling Unit to anyone except with the previous consent in writing of the Lessor and on such terms and conditions including the transfer charges/fees as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties.
18. That it will be obligatory to obtain a No Dues Certificate/NOC from the Sub-Lessee in case of subsequent sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Sub-Lessee, and the said NOC will be issued by the Sub-Lessee upon payment of administrative charges Rs.10,000/- plus applicable GST..
19. That whenever the title of the Sub-Sub-Lessee/s in the said Apartment/Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Deed, Lease Deed, Sub-Lease Deed and the terms and conditions of Allotment Letter and the Maintenance Agreement referred to elsewhere in this Tripartite Sub-Lease Deed and he will be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said Apartment/Dwelling Unit.
20. a) That whenever, the Sub-Sub-Lessee/s or the title holder of any Apartment/Dwelling Unit intends to transfer the title deed, the Sub-Sub-Lessee/s has to submit the No Dues Certificate from the Sub-Lessee/Maintenance Agency/A.A.O., as the case may be along with the Transfer Memorandum Application. It is the responsibility of the Sub-Sub-Lessee to clear all dues towards maintenance charges payable to Sub-Lessee/Maintenance Agency/A.A.O. In case the NOC is not submitted then the Lessor shall give a reasonable time to the Sub-Sub-Lessee to submit it and if it is found that NOC is withheld by Sub-Lessee/Maintenance Agency/A.A.O., without assigning any reason for more than a reasonable period to do so, then the Lessor shall be free to

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exercise its right to decide on Transfer Memorandum Application as it deems fit and reasonable. In such case, it would be the responsibility of the transferee to pay and/or clear and/or settle the dues to the Sub-Lessee/Maintenance Agency/A.A.O. The Lessor shall have an unequivocal right to decide the reasonable time for submission of NOC.

- b) In the event of death of the Sub-Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within Three (3) months of devolution give notice of such devolution to the Lessor and the Sub-Lessee/Maintenance Agency/Association of Apartment/Dwelling Unit Owners (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency/A.A.O., Lessor or any other Government Agency.
- c) The transferee or the person on whom the title devolves as the case may be, shall furnish the certified copies of documents evidencing the transfer or devolution to the Lessor/Sub-Lessee and to the nominated Maintenance Agency/A.A.O.

21. That notwithstanding the reservations and limitations, the Sub-Sub-Lessee/s shall be entitled to sublet the said Apartment/Dwelling Unit for purposes of private dwelling only in accordance with law and also according to the conventions and conditions which are contained in the Lease Deed, Sub-Lease Deed and Tripartite Sub-Lease Deed.

22. That the Sub-Sub-Lessee/s may mortgage the said Apartment/Dwelling Unit in favour of the State or Central or financial institutions /commercial banks, etc., for raising loan with the prior permission of the Lessor and Sub-Lessee in writing, provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said Apartment/Dwelling Unit, as the Lessor holds the first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court of law.

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23. That the Lessor and/or the Sub-Lessee and /or the Maintenance Agency/ A.A.O. and their employees shall have the right to enter into and upon the said Apartment/Dwelling Unit, lawn and terrace area in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice to the Sub-Sub-Lessee, except in case of emergency during the term of the Sub-Lease but in that case the Lessor/ Maintenance Agency/ A.A.O. will give notice of the provisions of the Clause.
24. That the Sub-Sub-Lessee/s shall from time to time and at all times pay directly to the local Government/ Central Govt./ Local Authority or Lessor existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the said Apartment/ Dwelling Unit hereby transferred.
25. That so long as each said Apartment/Dwelling Unit shall not be separately assessed for the taxes, duties etc., the Sub-Sub-Lessee/s shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Apartment/Dwelling Unit to the Maintenance Agency/ A.A.O. or to the Sub-Lessee, who on collection of the same from all the Sub-Sub-Lessee of the Project/Complex shall deposit the same with the concerned Authority/Lessor.
26. That the Sub-Sub-Lessee/s shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Apartment/Dwelling Unit.
27. (a) The Sub-Sub-Lessee/s will not carry on, or permit to be carried on, in the said Apartment/Dwelling Unit, any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Sub-Lessee may be a nuisance, annoyance or disturbance to the other/neighboring owners of the said housing complex and persons living in the neighborhood.  
(b) The Sub-Sub-Lessee/s will obey and submit to all directions, issues and regulations made by the Lessor now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the Housing Complex.
28. That the Sub-Sub-Lessee/s shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent areas and

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shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/permanent constructions carried out in the said Apartment/Dwelling Unit or on the open/covered Car Parking space by the Sub-Sub-Lessee shall be liable to be removed at his own cost by the Lessor or by the Sub-Lessee and /or by the Maintenance Agency/ A.A.O. The charges levied by the Lessor in this regard shall be finalized and binding on the Sub-Sub-Lessee.

29. That the Sub-Sub-Lessee/s shall on the determination of the Sub-Lease of his share in the land, peaceably yield up the proportionate interest in the Land of project “.....”, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.
30. That the Complex alongwith lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion by the Sub-Lessee or the Maintenance Agency/ A.A.O. at the cost and expenses of the Sub-Sub-Lessee/s and all the Sub-Sub-Lessee/s pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency/ A.A.O. for the purpose of insurance. The Sub-Sub-Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.
31. That the Sub-Sub-Lessee/s shall maintain the said Apartment/Dwelling Unit including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the Building/Complex. Further, he will allow the Complex maintenance teams access to and through the said Apartment/Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Sub-Lessee/s will neither himself permit anything to be done which damages any part of the adjacent Apartments/Dwelling Units etc. nor violates the rules or bye-laws of the Local Authorities or the Association of the Sub-Sub-Lessee/s.
32. That it shall be incumbent on each Sub-Sub-Lessee/s to form and join an Association comprising of the Sub-Sub-Lessee/s for the purpose of management and maintenance of the Complex as provided in the U.P. Apartment Act 2010 /2016. Only common services shall be transferred to the Association. Facilities like dormitories, stores, shops, parking, etc., shall not be handed over to the Association and will be owned by the Sub-Lessee and may be sold to any agency or individual as the case may be

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on any terms as the Sub-Lessee would deems fit. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc.

33. That the Sub-Sub-Lessee/s shall get insurance of the contents lying in the said Apartment/Dwelling Unit at his own cost and expense. The Sub-Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/Complex or any part thereof. The Sub-Sub-Lessee shall always keep the Lessor/Sub-Lessee or its Maintenance Agency or Apartment/ Dwelling Unit Owner Association, harmless and indemnified for any loss and/or damages in respect thereof.
34. That the Sub-Sub-Lessee/s shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Apartment/Dwelling Unit in any form. The Sub-Sub-Lessee/s shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Apartments/Dwelling Units and attached terraces on upper Apartments/Dwelling Units and in the open car parking spaces, which shall always remain open to sky.
35. That the Sub-Sub-Lessee/s shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the exterior façade of the building or anywhere on the exterior or on common areas or on roads of the Complex.
36. That Sub-Lessee/Sub-Sub-Lessee/s will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
37. That the Sub-Lessee/Sub-Sub-Lessee/s shall not exercise its option of determining the lease or hold the Lessor's responsibility to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
38. That the Sub-Lessee/Sub-Sub-Lessee/s ,Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Sub-Lessee/Sub-Sub-

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Lessee/tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be constructed over the demised wall of the building except.

39. That the Sub-Sub-Lessee/s shall not remove any walls of the said Apartment/ Dwelling Unit including load bearing walls and all the walls /structures of the same shall remain common between the Sub-Sub-Lessee and owners of the adjacent Apartments/Dwelling Units.
40. The Sub-Sub-Lessee/s will not undertake any alterations in his Apartment/ Dwelling Unit without prior written approval of the Sub-Lessee. The Sub-Sub-Lessee shall not be allowed to effect any of the following changes/alterations:
  - i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent Apartments/Dwelling Units. In case damage is caused to an adjacent Apartment/Dwelling Unit or common area, the Sub-Sub-Lessee will get the same repaired at his own cost.
  - ii) Changes that may affect the façade of the Apartment/Dwelling Unit (e.g. changes in windows, tampering with external fixtures, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
  - iii) Making encroachments on the common spaces in the complex
41. That the Sub-Sub-Lessee/s shall strictly observe the following points to ensure safety, durability and long term maintenance of the Building:
  - (i) No changes in the internal lay-out of a Apartment/Dwelling Unit should be made without consulting a qualified structural consultant and without the written permission from the Sub-Lessee or the Lessor, if required.
  - (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
  - (iii) All the plumbing problems should be attended only by qualified or experienced plumber in the building. The plumbing Network inside the Apartment/Dwelling Unit should not be tampered with or modified in any case.
  - (iv) Use of acids for cleaning the toilets should be avoided.

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- (v) All the external disposal services to be maintained by periodical cleaning.
- (vi) No alterations will be allowed in elevation, even of temporary nature.
- (vii) Any electrical wiring/cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.
- (viii) Sub-Sub-Lessee shall not cover the balcony/terrace of his Apartment/Dwelling Unit by any structure, whether permanent or temporary.
- (ix) The Sub-Sub-Lessee shall ensure that all water drains in the Apartment/Dwelling Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., it should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
- (x) Sub-Sub-Lessee should avoid random parking of his vehicle and use only his allotted parking bay.
- (xi) In case Sub-Sub-Lessee rents out the Apartment/Dwelling Unit, he is required to submit all details of the tenants to the Maintenance Agency/Association of Apartment/Dwelling Unit Owners. The Sub-Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile.
- (xii) Sub-Sub-Lessee is not allowed to put the grills in the Apartment/Dwelling Unit as per individual wish, only the designs approved by the Sub-Lessee will be permitted for installation.

42. That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010/ Uttar Pradesh Apartment ( Promotion of Construction, Ownership & Maintenance ) Amended Act, 2016 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011 and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by all the Parties.

43. That the Sub-Sub-Lessee/s and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no damage is caused to the premises or the sanitary/water/ electricity works therein.

For & on behalf of GNIDA      For .....

(Authorised Signatory)      (Authorised Signatory)

Lessor/First Party      Sub-Lessee/Second Party      Sub-Sub-Lessee(s)/Third Party

44. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne and paid by the Sub-Sub-Lessee/s.
45. That the Sub-Sub-Lessee/s will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and if any stamp duty and deficiency of stamp, imposed by the Govt./Competent Authority on the allotment letter, agreements for maintenance, electricity and power backup, vehicle parking agreement etc. the same shall be paid and borne by the Sub-Sub-Lessee.
46. That the Lessor shall be entitled to recover all dues payable to it under the deed by the Sub-Sub-Lessee/s as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
47. The provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Sub-Lessee/Sub-Sub-Lessee.
48. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer.
49. The Chief Executive Officer of the Lessor reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable and shall be binding and acting upon the Sub-Lessee/Sub-Sub-Lessee.
50. That in case of any breach of the terms and conditions of this Deed by the Sub-Sub-Lessee, and/or breach of terms and conditions of the Lease Deed executed between the Lessor and M/s ..... and Sub-Lease Deed executed between the Lessor, M/s ..... and Sub-Lessee, the Lessor and the Sub-Lessee will have the right to re-enter the said Apartment/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry in the said Apartment/Dwelling Unit, if it is occupied by any structure built un-authorisedly by the Sub-Sub-Lessee, the Lessor and/or the Sub-Lessee will remove the same at the cost and expenses of the Sub-Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Sub-Lessee shall be given by the Lessor and/or the Sub-Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Sub-Lessee.

For & on behalf of GNIDA For .....

(Authorised Signatory) (Authorised Signatory)

Lessor/First Party Sub-Lessee/Second Party Sub-Sub-Lessee(s)/Third Party

51. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development Act, 1976(U.P. Act No. 6 of 1976) or any rule or regulation made or directions issued 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 modifications) 1974 (U.P. Act No. 30 of 1974).
52. That the declaration as required to be provided in the section 12 of U.P. Apartment Act, 2010 has been submitted by the Sub-Lessee in the office of competent Authority in respect of the Project “.....”.

For & on behalf of GNIDA      For .....

(Authorised Signatory)      (Authorised Signatory)

Lessor/First Party      Sub-Lessee/Second Party      Sub-Sub-Lessee(s)/Third Party

### **SCHEDULE OF APARTMENT/DWELLING UNIT**

**Residential Apartment/Dwelling Unit bearing No....., Type-..., on .....Floor, in Tower-..., Block ...., consisting of Two Bed Rooms, One Living Cum Dining Room, One Kitchen, Two Toilets/Bathrooms, & Balcony(s), having a total super area approximate ..... Sq. Ft. (..... Sq. Mtr.) and Built-up area ..... Sq. Ft. (..... Sq. Mtr.), alongwith right to use ..... Car Parking Space No. ...., in the project "VVIP Homes", built on Plot No. ..... alongwith undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the super area of the said Apartment/Dwelling Unit, as per the enclosed plan and bounded as follows:-**

East:  
West:  
South:  
North:

As per the Floor Plan

Financed by:

For & on behalf of GNIDA      For .....

(Authorised Signatory)      (Authorised Signatory)

Lessor/First Party      Sub-Lessee/Second Party      Sub-Sub-Lessee(s)/Third Party

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

In presence of:

**Witnesses:**

Signed for & on behalf of the

**LESSOR**

(1)

(2)

Signed for & on behalf of the

**SUB-LESSEE**

**SUB-SUB-LESSEE**

For & on behalf of GNIDA      For .....

(Authorised Signatory)      (Authorised Signatory)

Lessor/First Party      Sub-Lessee/Second Party      Sub-Sub-Lessee(s)/Third Party