

## TRIPARTITE SUB-LEASE DEED

Sale Consideration : Rs. ....../-  
Market Value : Rs. ....../-  
Stamp Duty @ \_\_% : Rs. ....../-

Shop No. : .....  
Floor : .....  
Block/Tower No. : .....  
Carpet Area : ..... Sq. Feet (i.e ..... Sq. Meter)  
Exclusive Area (if any) : ..... Sq. Feet (i.e ..... Sq. Meter)

Circle Rate @ Rs. \_\_\_\_\_/- Per Sq. Meter of [Carpet]

This **TRIPARTITE SUB-LEASE DEED** ("Sub-Lease Deed") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at Greater Noida, Distt. Gautam Budh Nagar,

### **BY AND BETWEEN**

Greater Noida Industrial Development Authority, an Authority constituted under Section 3 of the U.P. Industrial Area Development Act, 1976, having its main administrative office at Plot No 01, Sector Knowledge Park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh - 201 310, (herein after referred to as the "**LESSOR**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the FIRST PART through \_\_\_\_\_;

AND

M/s AR Landcraft LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at UM House, 3<sup>rd</sup> Floor, Unit No. 35, Sector - 44, Gurgaon, Haryana 122002, acting through its authorized signatory

\_\_\_\_\_ duly authorized resolution dated \_\_\_\_\_ (hereinafter referred to as the “**LESSEE**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns ) of the SECOND PART.

AND

Mr. \_\_\_\_\_ S/o \_\_\_\_\_

R/o \_\_\_\_\_

(PAN: \_\_\_\_\_) (Aadhar no. \_\_\_\_\_)

OR

[If the Sub-Lessee(s) is a company]

\_\_\_\_\_, (CIN No.\_\_\_\_\_) (PAN \_\_\_\_\_) a company subsisting under the provisions of the Companies Act, 2013, having its registered office at \_\_\_\_\_, represented by its authorized signatory, \_\_\_\_\_ (Aadhar No.\_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_

[**OR**]

[If the Sub-Lessee(s) is a Partnership]

\_\_\_\_\_(PAN\_\_\_\_\_), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at\_\_\_\_\_, represented by its authorized partner, \_\_\_\_\_ (Aadhar No.\_\_\_\_\_) duly authorized *vide*\_\_\_\_\_,

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

WHEREAS The LESSOR, Greater Noida Industrial Development Authority, invited bids under its Scheme Code no. REP-01/ 2014-2015 for allotment of \_\_\_\_\_ with permitted FAR of 0.4 and ground coverage of 20%.

AND WHEREAS a Consortium comprising of RBA Buildtech Pvt. Ltd, being the Lead Member and M/S RBA Homes Pvt. Ltd., RBA Realcon Pvt. Ltd. and ATS Infrastructure Ltd. being the Relevant Members submitted their bid for Plot No. **REP-1**, measuring **4,03,575** square meter situated at Sector 27, Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh ("**Land**"), and the Lessor issued Reservation letter No. PROP/ REP-01/2014-2015 dated July 09, 2014 and additional allotment letter no. PROP/ Commercial/2014/2911 dated July 17, 2014 for the development and marketing of recreational entertainment park.

AND WHEREAS the LESSOR executed lease deed dated November 12, 2014, which was duly registered with the Sub-Registrar, Sadar, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, registered in Book No 1, Volume No. 17146 from Pages 165 to 214 having Document No.34217, registered on November 12, 2014, as supplemented by the supplementary lease deed dated May 27, 2015 which also duly registered with the Sub-Registrar, Sadar, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, registered in Book No. 1 Volume 18167 on pages 43 to 58 as document no. 11418, registered on May 27, 2015, including any amendments and supplemental deeds executed from time to time (hereinafter collectively referred to as the "**Lease Deed**") for a term of 90 (ninety) years commencing from November 12, 2014, to demise the said Land/Plot No. **REP-1, situated at Sector 27**, Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh admeasuring **4,03,575 (four lakhs three thousand five hundred five) sq mt** in favour of **AR Landcraft LLP**.

AND WHEREAS the Lessee obtained approval of layout for development of project on the above said Land, project known as "**Godrej Golf Links**" ("**Township**") having division of Said Land into various part for development of recreational entertainment park, residential units/villas, commercial and facilities project etc. and carried out internal development work comprising of site clearance, leveling, construction of roads, drains, street lighting

electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and inter alia constructed villas/dwelling units, club, commercial spaces, gymnasium, swimming pool, service building, golf course, multipurpose play field, tennis centre, swimming centre, shops, internal roads & park, utility areas, recreational club, sports complex, villas, units and other developments along with other amenities etc. as per approved building plans. The said building / developments together with the Said Land are hereafter be referred to and named as the “**Godrej Golf Links**”, i.e., the Township. The Lessee has developed a retail complex comprising of total \_\_\_\_ units and other facilities, services etc. (“**Project**”) as per the layout plan and the building plan approved by GNIDA in this regard. The Developer has developed the Project over a portion of the said Land admeasuring \_\_\_\_\_ square meters (“**Project Land**”), as shown / shaded in the plan in Schedule III to this Agreement.

AND WHEREAS the Lessor as per its letter no. 617/Ch.N./Planning/Z-247/2023-24 dated January 20, 2024 (“**GNIDA Directive**”) has directed the Lessee to allow the general public (i.e. whether an occupant within the Township or not) access the recreational green / facilities within the Township including community center/ club (“**Master Club**”), golf course (“**Golf Course**”), park, shopping mall etc. In pursuance to the said GNIDA Directive, the Lessee has allowed general public (i.e. whether an occupant within the Township or not) access to the Township, subject to usage charges and usage policies as may be intimated by the Lessee, from time to time. The Master Club and Golf Course shall be the exclusive property of the Lessee.

AND WHEREAS the Lessee agrees that, notwithstanding anything contained herein, the Common Areas and Facilities, community center/ club, Master Club, golf course, park, shopping mall etc. of the Project/ Township shall be open to general public subject to usage charges, if any, as may be intimated by the Lessee, in accordance with the law.

AND WHEREAS the Sub-Lessee named above, applied to the Lessee for allotment of a unit and the Lessee allotted a unit bearing No. .... having Carpet Area of ..... **Sq. mtrs.** and Exclusive Area appurtenant to the Unit of ..... **Sq. mtrs.** (if any) and the proportionate rights

to use the common area attached thereto (hereinafter referred to as “**Said Unit**”)-subject to terms contained herein, more fully described in the Schedule to this Sub-Lease Deed and on the terms and conditions as contained in the terms and conditions of allotment dated ..... executed between the Lessee and the Sub Lessee.

AND WHEREAS the LESSEE has shown and provided to the Sub-Lessee a copy of the Lease Deed executed by the LESSOR in favour of Lessee and the shown the building plans of said Project including proposed revisions in the master layout plan and the Sub Lessee 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 Unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Project/Township

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

1. That in consideration of the amount of **Rs. ..../- (Rupees ..... Only)** paid by the Sub-Lessee to the Lessee, the receipt whereof the Lessee hereby admits and acknowledges, and the Sub Lessee agreeing to observe and perform the terms and conditions contained in the allotment letter of the said Land &, the Lease Deed executed by the LESSOR in favour of the Lessee and herein contained and the terms and conditions of allotment letter issued to the Sub-Lessee and this Sub-Lease Deed, the Lessee doth hereby agrees to demise and the Sub-Lessee agrees to take on sub-lease the Said Unit with all rights and easements whatsoever necessary for the enjoyment of the Said 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 Lessee both hereby grant Sub-Lease of the Said Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from November 12, 2014.

3. The Sub Lessee agrees and confirms that vacant and peaceful possession of the Said Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Deed, and the Sub-Lessee has satisfied himself as to the area of the Said Unit, quality and extent of construction (subject to the Lessee's obligations related to the defect liability period under the applicable law) and the specifications in relation thereto (and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
4. That the said Project and the maintenance charges of the project as applicable would be payable by the Sub-Lessee. The Sub-Lessee agrees to execute separate agreements, namely, Maintenance Agreement and Electricity Supply Agreement of the said Project, and the Sub-Lessee shall be bound by all the covenants and conditions therein.
5. That the up-keeping and maintenance of the Project shall be carried out by the Maintenance Agency till it be handed over to the Association of Shop Owners ("**ASO**") in accordance with the provisions of the UP Apartment Act-2010, including its statutory modification(s).
6. The name of the Project, in accordance with applicable laws, may be changed at the option and discretion of the Lessee and neither the Sub-Lessee(s) nor the Lessor shall be entitled to raise any objection/hindrance-with respect to the same.  
It is further agreed that the association of "Godrej" brand name with the Project shall not, under any circumstances, be construed as a license or any other interest granted to any person in the said brand name and all intellectual property rights in and arising out of or connected with the said brand name and ownership of the brand name shall at all times vest in and be held exclusively by Godrej Properties Limited.
7. That for computation purpose, the carpet area means the net usable floor area of the Said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Unit for exclusive use of the Sub-Lessee or verandah area and exclusive

open terrace area appurtenant to the Said Unit for exclusive use of the Sub-Lessee, but includes the area covered by the internal partition walls of the Said Unit.

8. That the Sub-Lessee shall not be entitled to claim partition of his undivided share in the land of the Project as aforesaid, and the same shall always remain undivided and impartible and unidentified. It is further clarified that the interest of the Sub-Lessee shall be confined in the Said Land only.
9. That the Sub-Lessee undertakes to put to use the Said Shop/Unit exclusively for Commercial use, which is permissible under the Law and he shall not use the said Shop/Unit for storage of hazardous material prone to fire/leakage, trading building materials or for noxious purpose, which may create nuisance in the Project and shall not stock goods outside the said Shop/Unit etc., any activity which is injurious or which is prohibited by the State or Central Government. It is hereby agreed and acknowledged that the Sub-Lessee shall seek the Lessee's written consent with respect to the nature of business for which the Sub-Lessee intends to use the Unit. It is further agreed that any lease executed between the Sub-Lessee and any prospective tenant/lessee, without the prior written approval of the Lessee shall be null and void, and the Sub-Lessee shall be liable to pay damages to the Lessee, as may be determined by the Lessee at its sole discretion.
10. Use of the Said Shop/Unit other than commercial purpose will render this Tripartite Sub-Lease Deed liable for cancellation and the Allottee/Sub-Sub-Lessee will not be entitled to any compensation whatsoever. The allotment/ lease may be restored by the LESSOR subject to its policy on the conditions laid therein AND further subject to payment of charges to the LESSOR.
11. That except for the transfer of Said Shop/Unit, all common easementary rights attached therewith, the entire common areas and facilities provided in the Project and its adjoining areas including the unclothed terrace/roof, open and covered parking spaces, club and facilities therein, storage areas etc., and the un-allotted areas and Said Shop/Unit, shopping areas, if any, shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who has all the right to dispose of these properties. The Common Areas and Facilities would later on be transferred, in accordance with law, to the ASA.

12. That the Said Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself to facilitate his loan/financial assistance for purchase of the said 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 make reasonable compensation to Sub-Lessee 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-Lessee.
14. That the Lessor has received one time lease rent in respect of the Said Land from the Lessee and hereby confirms that no lease rent is payable in future by the Sub Lessee in respect of the Said Unit during the period of Sub-Lease.
15. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, enhanced compensation to the farmers under orders of any Court, metro cess, cess, charges, levies and impositions, levied by the Lessor and/or any other local or statutory authority from time to time in proportion to the area of the Said Unit from the date of allotment of the Said Unit by the Lessee.
16. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, the Lease Deed, approvals/ directions issued by Lessor and the allotment letter of the Said Land and the terms & conditions of allotment letter issued to the Sub-Lessee and punctually observe the same in respect of the Said Unit purchased by him.

17. The Lease Deed executed by the LESSOR in favour of the Lessee shall be deemed to be a part of this Sub Lease Deed. The Sub Lessee confirms that he has received a copy of the said Lease Deed. All the Parties hereto agree and clarify that in the event of any inconsistency or repugnancy between the provisions of this Sub-Lease Deed and the Lease Deed executed by the Lessor in favour of the Lessee, the latter shall prevail over the former.
18. That the Sub-Lessee shall not sell, transfer or assign, mortgage or sublet the whole or any part of the Said Unit to anyone except with the previous consent in writing of the Lessor and Lessee and on such terms and conditions, including the transfer charges/ fees as may be decided by the Lessor and Lessee from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of lease-hold properties. The aforesaid shall equally apply in case of any involuntary sale, including that under order of attachment or sale by a Court of law / Tribunal.
19. That whenever the title of the Sub-Lessee in the Said Unit is transferred in any manner whatsoever, the approved transferee shall be bound by all covenants and conditions contained in the Lease Deed executed by the Lessor in favour of the Lessee, this Sub-Lease Deed and all other approvals / directions issued by Lessor from time to time, the allotment letter of the Said Land and the terms and conditions of allotment letter issued to the Sub-Lessee, the Maintenance Agreement referred to elsewhere in this Sub-Lease Deed. The transferee shall be answerable in all respects to the Lessor in regard to the Said Unit.
20. That whenever the title of the Said Unit is transferred in any manner whatsoever, the transferor and transferee shall within Two (2) months of transfer give notice of such transfer in writing to the Maintenance Agency and ASO. It shall be the responsibility of the transferor to pay the outstanding maintenance dues and other charges payable to the Maintenance Agency and obtain the no dues of certificate from the Lessee or its nominee or the Association of Apartment Owners, as the case may be and no dues for the Society Maintenance from the Lessee or its nominee(s) before effecting the transfer of the Said Unit, failing which the transferee occupying the Said Unit shall have to pay the outstanding dues to the Maintenance Agency.

21. In the event of death of the 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 Lessee/ Maintenance Agency/ Association of Apartment 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 / other amounts due, to the Maintenance Agency and ASO, Lessor or any other government agency as the case may be.
22. The transferee or the person on whom the title devolves as the case may be, shall furnish to the Lessor/Lessee and to the nominated Maintenance Agency certified copies of documents evidencing the transfer or devolution, as the case may be.
23. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the Said Unit for purposes only in accordance with law.
24. That the Sub-Lessee may mortgage the Said 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 Lessee in writing before execution of Sub-Lease Deed. 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 Unit as 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 preemptive 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.
25. That the Lessor and/or the Lessee and /or the Maintenance Agency and their employees shall have the right to enter into and upon the Said Unit 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-Lessee, except in case of emergency during the term of the Sub-Lease.

26. That the Sub-Lessee 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 Sub-Lease Deed be assessed, charged or imposed upon the Said Unit hereby transferred.
27. So long as each Said Unit shall not be separately assessed for the taxes, duties etc., the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the Said Unit to the Maintenance Agency/ ASO or to the Lessee, who on collection of the same from all the Sub-Lessee(s) of the Project/Township shall deposit the same with the concerned authority/Lessor.
28. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide the Said Unit.
29. (a). The Sub-Lessee will not carry on, or permit to be carried on, in the Said Unit any unlawful trade or business whatsoever or use the same or permit the same to be used for any purpose other than commercial or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other/neighboring owners of the said Project/Township.
- (b). The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor, Lessee, Maintenance Agency /ASO now existing or herein after 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 Project/Township.
30. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas and facilities, passages, corridors or interfere / obstruct any other allottee / sub-lessee in his with the amenities and services available for common use in the Project /Township, nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner

whatsoever. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Unit or Common Areas and Facilities, by the Sub-Lessee shall be liable to be removed at his own cost by the Lessor or by the Lessee and/or by the Maintenance Agency with the prior approval of the Lessor. The charges levied by the Lessor, the Lessee and/or by the Maintenance Agency in this regard shall be finalized and binding on the Sub-Lessee.

31. That the Sub-Lessee shall not interfere in the right of the Lessee over the usage of fire-fighting system including the water reservoir and the STP units which is to be used as common between the residential and the commercial complex, or any other structure with the premises of the Project/Township. All unauthorized encroachments or temporary/permanent construction carried out in the Said Unit by the Sub-Lessee shall be liable to be removed at his own cost by the Lessor or by the Lessee and/or by the Maintenance Agency, with the prior approval of the Lessor. The charges levied by the Lessor, the Lessee and/or by the Maintenance Agency in this regard shall be finalized and binding on the Sub-Lessee.
32. That the Sub-Lessee 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.
33. That the Project along with pump houses, generators, etc., may be insured against fire, earthquake, riot, natural calamity and civil commotion at the expenses of the Sub Lessee by the Lessee, the Maintenance Agency and all the Sub-Lessee pay and continue to pay the proportionate charges to be incurred by the Lessee / Maintenance Agency for the purpose of said insurance. The 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 Project or cause increased premium.
34. That the Sub-Lessee shall maintain the Said Unit including walls and partitions, sewers, drains, pipes, 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 Said Project. Further, he will allow the Maintenance Agency the access to and through the Said Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of

common interest, etc. Further, the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the Lessor or any other Local Authorities or the Association of the Sub-Lessees.

35. That in accordance with the provisions of the U.P. Apartments Act, 2010 it shall be incumbent on the Sub-Lessee to join the Association comprising of the sub-lessees for the purpose of management and maintenance of the Project/Township. Only Common Areas and Facilities shall be transferred to the Association. Facilities like Master Club, Golf Course, (recreational areas, dormitories, stores, shops, parking, etc., shall not be handed over to the Association and will be owned by the Lessee.
36. That the Sub-Lessee may get insurance of the contents lying in the Said Unit at his own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Said Unit / Project or any part thereof. The Sub-Lessee shall always keep the Lessee or its Maintenance Agency, harmless and indemnified for any loss and/or damages in respect thereof.
37. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Unit in any form. The Sub-Lessee 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 attached terraces on units and in the open spaces, which shall always remain open to sky.
38. That the Sub-Lessee 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 Said Unit or anywhere on the exterior or in the Common Areas and Facilities or on the external façade of the Project.

39. That Lessee/Sub Lessee will not erect or permit to be erected on any part of the Unit 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.
40. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease or hold the Lessor responsible to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the said Unit wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
41. That the Lessee/Sub Lessee/ 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 Lessee/Sub Lessee/tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the Unit except which shall be constructed over the demised wall of the Unit.
42. That the Sub-Lessee shall not remove any walls or increase the area of the of the Said Unit whether temporary or permanent in nature including load bearing walls and all the walls /structures of the same shall remain common between the Sub-Lessee and owners of the adjacent units.
43. The Sub-Lessee may undertake minor internal alterations in his Unit only with the prior written approval of the Lessee/ASO. The 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 units. In case damage is caused to an adjacent unit or common area, the Sub-Lessee will get the same repaired at its own cost.
  - (ii). Changes that may affect the façade of the Said Unit (e.g. changes in windows, tampering with external, 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 Project/Township.

44. That the Sub-Lessee shall strictly observe the following points to ensure safety, durability and long term maintenance of the Said Unit:

(i). No changes in the internal lay-out of a Said Unit should be made without consulting a qualified structural consultant and without the written permission from the 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 Unit. The plumbing network inside the Unit is not tampered with or modified in any case.

(iv). Use of acids for cleaning the toilets should be avoided.

(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-Lessee shall not cover the balcony/terrace of his Unit by any structure, whether permanent or temporary.

(ix). The Sub-Lessee shall ensure that all water drains in the Said Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.

(xi). In case Sub-Lessee rents out the Said Unit, he is required to submit all details of the tenants to the LESSOR, Maintenance Agency. The Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The LESSOR, the Maintenance Agency can object to renting out the Unit to persons of objectionable profile.

(xii). Sub-Lessee is not allowed to put the grills in the Unit as per individual wish, only the designs approved by the Lessee will be permitted for installation.

45. That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011 and all other rules, regulations and statutory laws, wherever applicable, shall be observed and complied by the Lessee/Sub Lessee / ASO.
46. That the Sub-Lessee and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises or the sanitary/water/electricity works therein.
47. That the stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed shall be borne by the Sub-Lessee.
48. That the Lessor shall be entitled to recover from the Sub-Lessee all dues payable to it under this Deed as arrears of land revenue without prejudice to its other rights under any other law for the time being in force. Such dues shall constitute a charge over the Said Unit within the meaning of the provisions of the Transfer of Property Act.
49. The provisions of U.P. Industrial Area Development Act, 1976 and all rules/ regulations / bye laws framed under the Act or any direction issued by the Lessor shall be binding on the Lessee/Sub-Lessee.
50. 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 Sub-Lease 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.

51. 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 the same shall be binding and acting upon the Lessee/Sub-Lessee.
52. Subject to the rights available under the provisions of the U.P. Apartments Act, 2010 or any other applicable statute, the Sub-Lessee shall have no right to object to the Lessee constructing and / or continuing to construct other buildings/ flats/dwelling units adjoining the Said Unit. If at any stage further construction in the complex, becomes permissible, the Lessee shall have the sole right to undertake and dispose of such-construction without any claim or objection from the Sub-Lessee.
53. That in case of any breach of the terms and conditions of the Lease Deed executed between the Lessor and the Lessee, the approvals/ directions (including GNIDA Directive) issued by Lessor, this Sub-Lease Deed, and terms and conditions of allotment for Said Unit between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the Said Unit after determining the lease hold rights in respect thereof. On re-entry of the demised Said Unit, if it is occupied by any structure built un-authorized by the Sub Lessee, the Lessor and/or the Lessee and/or ASO will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee and/or ASO to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.
54. 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 there under 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).

55. That the declaration as provided in the section 12 of U.P. Apartment Act, 2010 has been submitted by the Lessee in the office of Competent Authority in respect of the building “.....”.
56. The Sub-Lessee(s) agrees and undertakes that on receipt of possession, the Sub-Lessee(s) shall carry out any Fit-Out/interior work strictly, in accordance, with the rules and regulations framed by the Lessee/ Maintenance Agency ('Fit-Out Manual") and without causing any disturbance, to the other purchasers of flat(s)/premises in the Project / Said Land. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. The Sub-Lessee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Lessee (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Lessee or which the Lessee may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit and (ii) for all costs and expenses incurred by the Lessee for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Said Unit.

## **SCHEDULE OF FLAT/DWELLING UNIT**

*Unit bearing No. ...., or as per attached map (Schedule IV) having a Carpet area \_\_\_\_\_Sq. Meters and Exclusive Area appurtenant to the Unit of ..... Sq. Meters (if any), built on Plot No. ...., situated at Sector-....., Greater Noida, District Gautam Budh Nagar, U.P. along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the Said Unit and right to use the Common Area and Facilities, as per the enclosed plan and bounded as follows:*

East:

West:

North:

South:

}  
As per the floor Plan  
}

SCHEDULE II  
DEFINITIONS.

SCHEDULE III

PLAN DEMARCAING THE PROJECT LAND

SCHEDULE IV

LAYOUT PLAN OF THE SAID UNIT

As per approved OC drawing

SCHEDULE V  
SPECIFICATIONS OF THE SAID UNIT

As per BBA

SCHEDULE VI  
COMMON AREAS AND FACILITIES

**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

Signed for & on behalf of the

LESSEE

SUB-LESSEE/S