

DEED OF SUB-LEASE / CONVEYANCE DEED

(Executed pursuant to Agreement for Sale)

This Deed of Sub-Lease / Conveyance Deed ("Deed") is made and executed on this ___ day of _____, 20___

BY AND BETWEEN

M/s Star Landcraft Pvt. Ltd., CIN No. U70102UP2012PTC053874, a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at 7th Floor, Plot No. 01B, Sector-126, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201303, PAN: AATCS5903J, represented by its authorized signatory _____, Aadhaar No. _____, authorized vide Board Resolution dated _____, hereinafter referred to as the "Promoter" / "Sub-Lessor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) OF THE FIRST PART

AND

Mr./Ms. _____, Aadhaar No. _____, son/daughter of _____, aged about _____ years, residing at _____, PAN: _____, hereinafter called the "Allottee" / "Sub-Lessee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) OF THE SECOND PART

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Sub-Lease Deed, unless the context otherwise requires:

(a) Act means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).

(b) Agreement for Sale means the Agreement for Sale dated _____ executed between the Promoter and the Allottee in respect of the Unit, pursuant to which this Deed is executed.

(c) Allottee / Sub-Lessee means the person or entity in whose favour the Unit has been allotted and to whom the sub-lease is granted by this Deed, and shall, unless repugnant to the context, include his/her legal heirs, successors, executors, administrators and permitted assigns.

(d) Authority means Uttar Pradesh Real Estate Regulatory Authority.

(e) Common Areas means the common areas as defined under Rule 21(d) of the U.P. Real Estate (Regulation and Development) Rules, 2016 and the deed of declaration submitted before the concerned authority.

(f) Completion Certificate means the completion certificate/occupancy certificate issued by the competent authority (GNIDA) for the Project or relevant phase/building.

(g) GNIDA means Greater Noida Industrial Development Authority.

(h) Lease Deed means the Lease Deed dated 08 April 2025 executed between Greater Noida Industrial Development Authority (GNIDA) as Lessor and Star Landcraft Pvt. Ltd. as Lessee, registered in the office of the Sub-Registrar, Sadar, District Gautam Buddha Nagar in Book No. 1, Registration No. 12255, Year 2025.

(i) Project means the IT/ITES commercial project known as **ACE TECH** being developed on Plot No. 5A, Sector Techzone, Greater Noida Industrial Development Area, Tehsil and District Gautam Buddha Nagar, Uttar Pradesh.

(j) Said Land means the leasehold land admeasuring 48,567.00 square metres situated at Plot No. 5A, Sector Techzone, Greater Noida Industrial Development Area.

(k) Unit means the specific IT/ITES commercial unit/office suite as sanctioned in the building plans, allotted to the Allottee, together with its appurtenant proportionate undivided share in the Common Areas, more particularly described in Schedule A.

WHEREAS:

A. The Promoter is the lawful lessee of the Said Land held under the Lease Deed dated 08 April 2025 for a term exceeding thirty years, and has absolute right, title and interest to grant sub-leases in respect of individual units in the Project.

B. The Said Land is earmarked for development of an IT/ITES commercial project, and the Project has been developed in accordance with applicable building plans and GNIDA's IT/ITES scheme.

C. The Greater Noida Industrial Development Authority (GNIDA) has sanctioned the layout plan and building plan and granted permission to develop the Project vide approval dated _____ bearing approval/sanction No. _____.

D. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority on _____ under registration No. UPRERAPRJ _____.

E. The Promoter has obtained the Completion Certificate / Occupancy Certificate for the Project (or the relevant Phase/Building) dated _____ bearing No. _____ issued by GNIDA, evidencing completion of construction in accordance with the sanctioned plans.

F. The Promoter and the Allottee executed an Agreement for Sale dated _____ in respect of the Unit, whereby the Promoter agreed to sell and the Allottee agreed to purchase the Unit on the terms and conditions set out therein.

G. The Allottee has paid the entire Total Price of Rs. _____ (Rupees _____ only) as per the Payment Plan contained in the Agreement for Sale, and has complied with all terms and conditions thereof.

H. The Unit allotted to the Allottee is Unit No. _____, having carpet area of _____ square metres (_____ square feet), of type IT/ITES commercial office suite, situated on the _____ floor in Tower/Block/Building No. _____, together with _____ covered parking space(s) No. _____ and _____ open parking slot(s), with corresponding pro-rata undivided share in the Common Areas, more particularly described in Schedule A.

I. The Parties acknowledge that:

(i) the Said Land is leasehold land allotted by GNIDA for IT/ITES purposes;

(ii) the Project and Units shall be used only for IT Industries, IT Enabled Services and ancillary commercial/institutional uses as permissible under the Lease Deed and GNIDA policies;

(iii) this sub-lease shall remain subject to the terms of the Lease Deed and all Allottees shall be bound by GNIDA directions and applicable IT/ITES policy.

J. The Promoter has handed over or is ready to hand over possession of the Unit to the Allottee with all specifications, amenities and facilities as agreed.

K. The Parties are desirous of executing this Deed to effectuate the grant of sub-lease in accordance with the Agreement for Sale.

NOW THIS DEED WITNESSETH:

That in pursuance of the Agreement for Sale dated _____ and in consideration of the Total Price of Rs. _____ (Rupees _____ only), the receipt whereof the Promoter hereby acknowledges, and the Allottee having paid all amounts due under the said Agreement for Sale including stamp duty and registration charges,

THE PROMOTER HEREBY GRANTS, CONVEYS, TRANSFERS AND ASSIGNS BY WAY OF SUB-LEASE UNTO THE ALLOTTEE:

- (a) The Unit as more particularly described in Schedule A hereto;
- (b) Exclusive/earmarked covered parking space(s) and allocated open parking slot(s) as specified in Schedule A; and
- (c) A proportionate undivided share in the Common Areas of the Project,

TO HAVE AND TO HOLD

The said Unit, parking spaces and undivided share in the Common Areas unto and to the use of the Allottee from the date of registration of this Deed for the residuary term of the Promoter's leasehold interest under the Lease Deed dated 08 April 2025,

The term of this Sub-Lease shall be co-terminus with and limited to the unexpired period of the Lease Deed dated 08 April 2025 executed between GNIDA and the Promoter, unless earlier determined in accordance with the terms of the said Lease Deed.

SUBJECT TO:

- (i) The covenants, conditions, restrictions and stipulations contained in the Lease Deed dated 08 April 2025 executed with GNIDA;
- (ii) The terms, conditions and covenants contained in this Deed and the Agreement for Sale dated _____;
- (iii) All applicable laws, rules, regulations and orders of competent authorities;
- (iv) The permitted use of the Unit for IT/ITES and ancillary commercial purposes only as per GNIDA scheme.

THE PARTIES FURTHER COVENANT AS FOLLOWS:

1. CONFIRMATION OF PAYMENT AND CONSIDERATION

1.1 The Promoter hereby acknowledges and confirms that:

(a) The Allottee has paid the entire Total Price of Rs. _____ (Rupees _____ only) in accordance with the Payment Plan set out in the Agreement for Sale dated _____.

(b) No further amount is payable by the Allottee towards the sale consideration of the Unit, save and except:

1. Statutory charges, development fees or authority-mandated levies as disclosed;
2. Maintenance charges as per Clause 9;
3. User-based charges (electricity, water, etc.) from date of possession;
4. Interest Free Maintenance Security Deposit (if applicable).

(c) The Promoter has no claim, lien or encumbrance whatsoever over the Unit or the proportionate share in the Common Areas in respect of the Total Price.

2. DESCRIPTION AND RIGHTS IN THE UNIT

2.1 Exclusive Leasehold Rights in Unit

The Allottee shall have exclusive leasehold rights, possession and enjoyment of the Unit described in Schedule A for the unexpired term of the Promoter's leasehold interest under the Lease Deed dated 08 April 2025.

2.2 Undivided Proportionate Share in Common Areas

The Allottee shall have an undivided proportionate share in the Common Areas. Since the share/interest in the Common Areas is undivided and cannot be separated, the Allottee shall use the Common Areas along with other occupants and maintenance staff without causing inconvenience or hindrance.

The Promoter shall hand over the Common Areas to the Association of Allottees after obtaining the Completion Certificate and shall relinquish all ownership rights in the Common Areas, save and except any specifically carved-out independent areas disclosed under applicable law.

2.3 Parking Rights

The Unit includes:

1. _____ covered parking space(s) bearing No. _____
2. _____ open parking slot(s) to be allocated as per Schedule A

The Unit along with parking spaces shall be treated as a single indivisible unit for all purposes.

3. SUBJECT TO GNIDA LEASE DEED

3.1 This Sub-Lease shall remain subject to the terms and conditions of the Lease Deed dated 08 April 2025 executed between GNIDA and the Promoter, and GNIDA shall remain the paramount lessor.

3.2 The Allottee shall comply with all terms, conditions, covenants and restrictions contained in the said Lease Deed, including:

1. Use of the Unit only for IT/ITES and ancillary commercial/institutional purposes as permitted under GNIDA's IT/ITES scheme;
2. Compliance with GNIDA directions, policies and regulations from time to time;

3. Payment of any lease rent, premium or charges payable to GNIDA (pro-rata basis if applicable);
4. No use of the Unit for any purpose prohibited under the Lease Deed or GNIDA policies.

3.3 A copy of the Lease Deed is annexed as Schedule G for reference.

3.4 The Allottee acknowledges GNIDA as the paramount lessor and shall not claim any ownership rights in the Said Land inconsistent with the Lease Deed.

4. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

4.1 The Promoter has absolute, clear and marketable leasehold title to the Said Land and the requisite rights to carry out development and grant sub-leases.

4.2 The Promoter has lawful rights and requisite approvals from competent authorities to develop the Project and execute this sub-lease.

4.3 The Unit hereby conveyed is free from all encumbrances, charges, liens, claims and demands whatsoever, save and except:

(a) The leasehold interest of GNIDA under the Lease Deed dated 08 April 2025;

(b) The covenants, conditions and restrictions contained in the said Lease Deed and applicable GNIDA policies;

(c) Any permitted statutory charges or authority-mandated levies disclosed to the Allottee.

4.4 There are no litigations pending before any court or authority with respect to the Said Land, Project or the Unit that would affect the Allottee's rights.

4.5 All approvals, licenses and permits issued by competent authorities with respect to the Project, Said Land and Unit are valid and subsisting and have been obtained by following due process of law.

4.6 The Promoter has the right to execute this Deed and has not committed or omitted any act whereby the right, title and interest of the Allottee may be prejudicially affected.

4.7 The Promoter has not entered into any agreement or arrangement with any person which shall affect the rights of the Allottee under this Deed.

4.8 The Promoter confirms that lawful, vacant and peaceful physical possession of the Unit has been handed over / is being handed over simultaneously with execution of this Deed.

4.9 The Unit is not the subject matter of any HUF and no minor has any right, title or claim over the Unit.

4.10 The Promoter has duly paid and shall continue to pay all governmental dues, rates, charges, taxes and outgoings payable with respect to the Project up to the date of handing over possession and issuance of Completion Certificate.

4.11 No notice from Government or any authority regarding acquisition, requisition or any adverse action has been received in respect of the Said Land or Project.

4.12 The sanctioned plans, layout and specifications have been complied with in construction of the Project and the Unit.

4.13 Covenant for Clear Title: The Promoter confirms that it has good and marketable leasehold title to the Said Land and the Project, and the Unit hereby conveyed is free from all encumbrances as stated above.

4.14 Covenant for Quiet Enjoyment: The Promoter covenants with the Allottee that the Allottee, on paying maintenance charges and observing the covenants herein, shall peaceably hold and enjoy the Unit together with proportionate undivided share in the Common Areas without any interruption or disturbance from the Promoter or any person claiming through the Promoter, save as expressly provided in this Deed and the Lease Deed.

5. INDEMNITY BY PROMOTER

5.1 The Promoter agrees and undertakes to indemnify and keep indemnified the Allottee from and against all claims, demands, actions, suits, proceedings, losses, damages, costs and expenses arising out of or in connection with:

(a) Any defect in title of the Said Land or the Unit;

(b) Any breach of the representations and warranties given by the Promoter herein;

(c) Any undisclosed encumbrance or claim affecting the Unit or Common Areas;

(d) Any failure of the Promoter to comply with applicable laws and approvals in relation to the Project;

(e) Any claim by GNIDA or third party affecting the Allottee's peaceful possession due to acts/omissions of the Promoter.

6. USAGE AND RESTRICTIONS

6.1 Permitted Use

The Unit shall be used only for IT/ITES industries, IT Enabled Services and such ancillary commercial and institutional uses as are permissible under the Lease Deed, GNIDA policies and applicable law. No other use shall be made of the Unit.

6.2 Compliance with Laws and Association Rules

The Allottee shall comply with:

1. All applicable laws, rules, regulations and bye-laws;
2. Rules, regulations and bye-laws of the Association of Allottees/maintenance agency;
3. GNIDA directions and IT/ITES policy guidelines;
4. Building bye-laws, fire safety norms and environmental regulations.

6.3 Restrictions on Alterations

After taking possession, the Allottee shall:

1. Not make any structural changes to the Unit or remove load-bearing walls;
2. Not change the external elevation, façade, colour scheme or exterior design;
3. Not store hazardous or combustible materials in the Unit;
4. Not place heavy materials in common passages or staircases;

5. Not install signboards, nameboards or advertisements on the exterior without Association approval.

6.4 Electrical and Services Compliance

The Allottee shall plan and distribute electrical load in conformity with the electrical systems installed. The Allottee shall be responsible for any loss or damage arising from breach of this condition.

7. LEASING / LICENSING OF THE UNIT

7.1 Subject to applicable laws, sanctioned use and the terms of this Deed, the Allottee shall have the right, after taking possession, to lease, sub-lease or grant leave and license in respect of the Unit to third parties, without affecting the title and rights of the Promoter and subject to payment of all dues.

7.2 The Allottee shall ensure that any such lease/license adheres to:

- (i) The sanctioned usage of the Unit and Project (IT/ITES purposes);
- (ii) Rules and regulations of the Association of Allottees/maintenance agency;
- (iii) All applicable laws including registration, stamp laws and tax laws.

7.3 The Promoter and/or Association of Allottees may prescribe reasonable, non-discriminatory and uniformly applicable eligibility norms and operating guidelines for tenants/licensees to maintain commercial viability and brand mix of the Project.

7.4 All obligations, compliances, costs, taxes and liabilities arising from any lease/license arrangement shall be borne solely by the Allottee.

8. COMMON AREAS - HANDOVER AND MAINTENANCE

8.1 The Promoter confirms that the Common Areas have been completed in accordance with the sanctioned plans and specifications.

8.2 The Promoter shall hand over the Common Areas to the Association of Allottees in accordance with Section 17 of the Real Estate (Regulation and Development) Act, 2016.

8.3 Upon such handover, the Promoter shall relinquish all ownership rights in the Common Areas, save and except any specifically carved-out independent areas disclosed under applicable law and accepted by the Allottees.

8.4 The Association of Allottees/maintenance agency shall have rights of unrestricted access to all Common Areas for providing necessary maintenance services.

9. MAINTENANCE

9.1 Maintenance Charges

The Allottee shall pay maintenance charges as determined by the Association of Allottees or the maintenance agency appointed by the Promoter/Association.

9.2 Maintenance Responsibility

Until formation of the Association of Allottees, the Promoter or its appointed maintenance agency shall provide and maintain essential services in the Project. The cost of maintenance for one (1) year from the date of Completion Certificate has been included in the Total Price.

9.3 Interest Free Maintenance Security Deposit (IFMSD)

The Allottee shall pay an Interest Free Maintenance Security Deposit as specified in Schedule C (if applicable), which shall be refundable and shall be transferred to the maintenance agency/Association at the time of handing over maintenance.

9.4 User Charges

From the date of offer of possession, all user-based charges including electricity, water, sewerage, municipal taxes shall be payable by the Allottee based on actual consumption/applicable rates.

10. DEFECT LIABILITY

10.1 In case any structural defect or defect in workmanship, quality or provision of services is brought to the notice of the Promoter within five (5) years from the date of handing over possession of the Unit, the Promoter shall rectify such defects without further charge within thirty (30) days.

10.2 In the event of failure to rectify within such time, the Allottee shall be entitled to appropriate compensation as provided under the Act.

10.3 This defect liability shall not include:

1. Damages caused due to Force Majeure events, misuse, negligence or unauthorized alterations;
2. Normal wear and tear;
3. Minor hairline cracks, warpage of doors/windows and cosmetic issues from regular usage;
4. Defects in ready-made equipment/appliances supplied by third-party manufacturers (covered under their respective warranties).

11. TRANSFER, ASSIGNMENT AND SUCCESSION

11.1 Transfer by Allottee

The Allottee shall be entitled to transfer, assign, mortgage, lease or otherwise deal with the Unit after execution and registration of this Sub-Lease Deed, subject to:

- (a) the terms of the Lease Deed dated 08 April 2025;
- (b) GNIDA policies and applicable laws; and
- (c) payment of applicable transfer charges payable to GNIDA or the Association of Allottees, if any.

The Allottee shall intimate the Association of Allottees / maintenance agency of such transfer.

11.2 Succession

All rights and obligations under this Deed shall be binding upon the legal heirs, successors and permitted assigns of the Parties.

12. OUTGOINGS AND STATUTORY PAYMENTS

12.1 The Promoter confirms that it has paid all outgoings, municipal taxes, ground rent, development charges and statutory dues relating to the Project up to the date of issuance of Completion Certificate and handing over possession.

12.2 From the date of offer of possession, all taxes, charges and outgoings attributable to the Unit shall be borne and paid by the Allottee.

12.3 Any statutory charges, development fees or authority-mandated levies (including lease rent, additional premium, authority-mandated compensation, extension charges or similar GNIDA levies) lawfully recoverable from the Allottee on pro-rata basis shall be payable upon production of the relevant demand/notification by the competent authority.

13. COMPLIANCE WITH UP APARTMENT ACT

13.1 The Promoter assures that the Project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

14. REGISTRATION

14.1 This Deed shall be registered at the office of the Sub-Registrar, _____, District Gautam Buddha Nagar, Uttar Pradesh, in accordance with the Registration Act, 1908 and the Indian Stamp Act, 1899.

14.2 The stamp duty and registration charges shall be borne by the Allottee.

14.3 The Promoter shall execute all necessary documents and provide assistance for registration within the timelines prescribed under the Act.

15. NOTICES

15.1 All notices under this Deed shall be deemed duly served if sent by Registered Post to:

Promoter:

M/s Star Landcraft Pvt. Ltd.

7th Floor, Plot No. 01B, Sector-126, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201303

Allottee:

Name: _____

Address: _____

15.2 It shall be the duty of the Parties to inform each other of any change in address by Registered Post.

16. DISPUTE RESOLUTION AND JURISDICTION

16.1 All disputes arising out of or in connection with this Deed shall, in the first instance, be endeavoured to be resolved amicably between the Parties within thirty (30) days from the date of written notice.

16.2 Matters which the Real Estate Regulatory Authority, Adjudicating Officer or Real Estate Appellate Tribunal are empowered to determine under the Act shall be instituted only before such authorities, in view of the bar on civil court jurisdiction under Section 79 of the Act.

16.3 In respect of disputes not falling within the jurisdiction of RERA authorities, the Parties may refer such disputes to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

16.4 Subject to the foregoing, the courts at Gautam Buddha Nagar, Uttar Pradesh shall have exclusive jurisdiction.

17. GOVERNING LAW

17.1 The rights and obligations of the Parties under this Deed shall be construed and enforced in accordance with the Act, the Rules and Regulations made thereunder, and other applicable laws of India.

18. ENTIRE DEED

18.1 This Deed along with its Schedules constitutes the entire understanding between the Parties in respect of the sub-lease of the Unit, and supersedes all prior oral or written agreements, arrangements or understandings between the Parties regarding the same.

18.2 This Deed shall be read in conjunction with the Agreement for Sale dated _____.

19. AMENDMENT

19.1 This Deed may only be amended through written consent of the Parties, duly executed and registered.

20. SEVERABILITY

20.1 If any provision of this Deed is determined to be void or unenforceable under the Act or applicable laws, such provision shall be deemed amended or deleted to the extent necessary to conform to law, and the remaining provisions shall remain valid and enforceable.

21. BINDING EFFECT

21.1 This Deed shall be binding upon and inure to the benefit of the Parties and their respective legal heirs, successors, executors, administrators and permitted assigns.

22. FURTHER ASSURANCES

22.1 Both Parties agree to execute, acknowledge and deliver such further instruments and take such other actions as may be reasonably required to effectuate the provisions of this Deed and perfect the rights created hereunder.

23. PLACE OF EXECUTION

23.1 The execution of this Deed shall be deemed complete upon its execution by both Parties and registration at the office of the Sub-Registrar, _____, District Gautam Buddha Nagar, Uttar Pradesh.

IN WITNESS WHEREOF

The Parties hereto have set their respective hands and executed this Deed of Sub-Lease on the day, month and year first above written.

SIGNED AND DELIVERED BY THE ALLOTTEE:

Signature: _____

Name: _____

Aadhaar

No.: _____

PAN: _____

SIGNED AND DELIVERED BY THE PROMOTER:

For M/s Star Landcraft Pvt. Ltd.

Signature: _____

Name: _____

Designation: _____

Aadhaar No.: _____

IN THE PRESENCE OF WITNESSES:

Witness 1:

Signature: _____

Name: _____

Address: _____

Witness 2:

Signature: _____

Name: _____

Address: _____

SCHEDULES

SCHEDULE A: DESCRIPTION OF THE UNIT

Particulars	Description
Unit No.	
Tower/Block/Building	
Floor	

Particulars	Description
Carpet Area	_____ sq. metres (_____ sq. feet)
Type	IT/ITES Commercial Office Suite
Covered Parking Space(s)	No. _____
Open Parking Slot(s)	Slot No. _____
Pro-rata Undivided Share in Common Areas	_____ %

Boundaries of the Unit:

- North: _____
- South: _____
- East: _____
- West: _____

SCHEDULE B: FLOOR PLAN OF THE UNIT

[Attach approved floor plan drawing]

SCHEDULE C: PAYMENT DETAILS AND CONSIDERATION

Total Price Paid: Rs. _____ (Rupees _____ only)

Payment as per Agreement for Sale dated _____: Fully Paid

Interest Free Maintenance Security Deposit (if applicable): Rs. _____

SCHEDULE D: SPECIFICATIONS OF THE UNIT

[As per approved specifications and amenities]

SCHEDULE E: SPECIFICATIONS AND AMENITIES OF THE PROJECT
[As per approved project specifications]

SCHEDULE F: COMPLETION CERTIFICATE / OCCUPANCY CERTIFICATE
[Attach copy of Completion Certificate/Occupancy Certificate dated _____, No. _____ issued by GNIDA]

SCHEDULE G: LEASE DEED WITH GNIDA
[Attach copy/excerpts of Lease Deed dated 08 April 2025 executed between GNIDA and Star Landcraft Pvt. Ltd., Registration No. 12255, Year 2025]

END OF SUB-LEASE DEED