

This **Sub-Lease Deed (“Deed”)** is made and executed at Noida on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**BY AND BETWEEN**

**M/s Three C Homes Private Limited**, a Company duly incorporated under the Companies Act, 1956 and having its Registered Office at C- 23, Greater Kailash Enclave Part-I, New Delhi 110048, through its Authorized Signatory Mr. \_\_\_\_\_ duly authorized by the Board of Directors vide Resolution dated \_\_\_\_\_ (hereinafter referred to as the ‘**Sub-Lessor**’ or ‘**Developer** or ‘**Promoter**’), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its/his/her/their/legal heirs, executors, administrators, legal representatives and assigns, of the **FIRST PART**;

**AND**

*[If the Sub-Lessee is a Company]*

Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ (CIN no. \_\_\_\_\_ and PAN \_\_\_\_\_) represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the “**Sub-Lessee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**;

**[OR]**

*[If the Sub-Lessee is a Partnership Firm]*

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) 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 the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and its assigns) of the **SECOND PART**;

**[OR]**

***[If the Sub-Lessee is an Individual]***

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “**Sub-Lessee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, heirs, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

**[OR]**

***[If the Sub-Lessee is a HUF]***

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Sub-Lessee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF and their respective executors, administrators and permitted assigns) of the **SECOND PART**;

*The Sub-Lessor and the Sub-Lessee are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.*

**WHEREAS:**

- A. The Sub-Lessor is the absolute and lawful lease right holder of Plot No. TS – 01, Sector 22A, Scheme Code LESSOR-RT-02 situated in Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, admeasuring 400000 Sq. Mtrs (as per lease plan 392474 Sq. Mtrs), 4,04,860.60 sq.mts. (as per Sanction Plan (“**Project Land**”) vide Lease Deed dated dated 10.06.2011 registered in the Office of Sub-Registrar Gautam Buddh Nagar as Document No. 10287.
- B. The Project Land is earmarked for the purpose of construction/development of residential, commercial, institutional plots/community centres and facilities of various size and dimensions.
- C. Pursuant to the above, the Sub-Lessor is developing a Project over the Project Land by the name of “\_\_\_\_\_” (hereinafter referred to as the “**Project**”).

D. The Sub-Lessee, after seeing and examining the Master Plan (i.e. the plans obtained by the Sub-Lessor for the Project as a whole) and other necessary documents and deeds, has fully acquainted and satisfied himself/itself with the title of the Sub-Lessor over the Project Land, and as to the Sub-Lessor's lawful right to develop the said Project thereon, and further to sell the Plot/Unit in the said Project, and having fully understood all limitations and obligations of the Sub-Lessor, has applied to the Sub-Lessor to purchase a Unit/Plot in the Project, and the Sub-Lessor has agreed to sell/sub-lease the same to the Sub-Lessee on the terms mutually agreed and as recorded hereinafter.

E. The Sub-Lessee has made the decision to enter into this transaction/ sub-lease deed pertaining to the Plot/Unit in the abovementioned Project with full knowledge and after doing its own due diligence about the Project, and the Sub-Lessor has agreed to allot/sell/sub-lease to the Sub-Lessee, Plot/ Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. / \_\_\_\_\_ Sq. Mtrs. situated in the Project, more particularly described in Schedule \_\_\_\_\_ attached hereto (hereinafter referred to as the '**Plot/Unit**'), on the terms mutually agreed and as recorded hereinafter.

F. The Sub-Lessor has agreed to sub-lease, transfer, convey and assign to the Sub-Lessee and the Sub-Lessee has agreed to purchase the said Plot/ Unit with all appurtenant and easementary rights therein/ thereto for a total sale consideration of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only), exclusive of applicable taxes and other charges ("**Total Sale Price**" or "**Total Consideration**" or "**Total Cost**").

G. No one besides the Sub-Lessor has any interest, right or claim of any kind in the said Project Land, and the Sub-Lessor has full and unrestricted right and power to sub-lease the same.

H. The Sub-Lessee agrees and acknowledges that the Total Sale Price/Total Consideration/Total Cost of the Plot/ Unit is fair and acceptable to the Sub-Lessee. The Sub-Lessee further agrees and acknowledges that a similar Plot/ Unit may be/have been sold/allotted/conveyed by the Sub-Lessor at a different price/consideration, the Sub-Lessee shall not raise any objection or claim in this regard.

I. The Sub-Lessee after having satisfied itself with the facts aforesaid and having inspected the relevant record relating to title of the Plot/ Unit and various approvals, has agreed to purchase the Plot/Unit for the consideration and terms stipulated in this Sub-Lease Deed. The Sub-Lessee has also understood that the development, facilities and amenities and their earmarked uses, as may be, modified / amended by the Sub-Lessor in accordance with the approvals received / to be received from YEIDA and

other competent authorities, at any stage, as per the applicable laws, to which the Sub-Lessee shall have no objection (subject to applicable statutory provisions) and such changes / modifications shall be binding on both the parties

J. The Sub-Lessor and the Sub-Lessee pursuant to the aforesaid are desirous of executing this Deed of the Plot/Unit in favour of Sub-Lessee.

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

1. That the Sub-Lessee shall use the Plot/ Unit for [ ] purpose only and Sub-Lessee shall not be permitted to use the Plot/ Unit for any other purpose, which may or likely to cause nuisance to other occupants in the Project.
2. That Sub-Lessee shall not have any right, title or interest in other portion of the said Project Land, amenities, facilities, etc. The Sub-Lessor reserves its rights to dispose-off those parts/ portion/ facilities and has the right to charge membership fee/usage charges in accordance with rules and regulations framed under its sole discretion.
3. That the Project's lay out plans may be subject to changes, for which, the consent of the Sub-Lessee shall not be required, the Sub-Lessor under its own discretion can make any change therein.
4. That the Sub-Lessee has reviewed the development plans and has been made aware of and accepts that the development plans may not be final in all aspects and that there may be variations, deletions, additions, alterations made either by the Sub-Lessor at its sole discretion or pursuant to requirements of any Government/Statutory Authority/guidelines and directions of YEIDA.
5. That nothing herein shall be construed to provide the Sub-Lessee with the right to prevent Sub-Lessor from:
  - i. constructing or continuing with the construction of other structure(s), facilities, services etc. on the Project Land;
  - ii. putting up additional constructions of any kind in the Project Land;
  - iii. amending/ altering the development plan.
6. That the Sub-Lessee shall not be entitled for the bifurcation or amalgamation of the Plot/Unit with another plot/unit.
7. That the Sub-Lessee will obtain approval of the building plans of the Plot/Unit by himself/himself from YEIDA and all the charges relating to the sanction of building

plans will be borne by him/them, the construction could be started only after getting approval from YEIDA. During the construction, the construction material and other material, running through the heavy trucks, damages the roads, pathways etc. and the disposal of waste material is a major issue. Thus, in accordance with the pollution measures, for this purpose, the Sub-Lessee will obtain permission from the Sub-Lessor for commencement of construction and will deposit \_\_\_\_ % amount of the cost of Plot/Unit as Malba Charges. Further, during the construction, the Sub-Lessee will not damage the common area such as roads, parks, sewer, water lines etc. In case of any damage, the Sub-Lessee will bear the charges for the repair/reinstallation.

8. The Sub-Lessee undertakes to store the construction material within the Plot/Unit boundaries with proper barricading and to cover the under-construction building with green clothing so that debris can be contained and air pollution can be contained. The Sub-Lessee shall take all safety measures for the construction of the building over the Plot. The Sub-Lessee shall secure/obtain the temporary power connection for construction at his/her/their own resources and cost.
9. That the Sub-Lessee shall carry out the entire development on the Plot/Unit adhering to:
  - i. Standards and Specifications laid down in the building and other regulations of YEIDA/ relevant India Standards /National Code etc.
  - ii. Master Plans and Rules & Regulations of the YEIDA and other relevant Authorities.
  - iii. Government policies and relevant Codes of BIS/ as relating to disaster management in land use planning and construction work.
  - iv. That the Sub-Lessee shall be responsible for all deviations, violations or breach of any of the conditions, laws/bye-laws rules and regulations.
10. That the Sub-Lessee has to construct minimum one dwelling unit over the Plot/Unit within 2 years from the date of execution of this Sub-Lease Deed.
11. That the Sub-Lessee after the registration of the Sub-Lease Deed in its favor shall be considered as owner and after the registration of the Sub-Lease Deed in its favour has to obtain final completion certificate from the YEIDA regarding the Plot within 5 years from the date of Sub-Lease Deed, failing which \_\_\_\_% of the prevailing cost of the Plot/Unit can be imposed as penalty by the Sub-Lessor and same shall be payable by the Sub-Lessee to the Sub-Lessor.

12. That the Sub-Lessee shall follow all laws and bye-laws, rules, building regulations, guidelines and directions of YEIDA and the local municipal or statutory authority, now existing or hereinafter to exist so far as the same relate to the immovable property & convenience of buildings and so far as they affect health, safety and convenience of other inhabitants of the Plot.
13. That the Sub-Lessee shall not have any right for construction of any type/nature, gardening, parking etc. in the open spaces in front of his/her/their Plot. The vehicles will be parked inside the Plot/Unit only. The Plot/Unit shall be used for the [\_\_\_\_\_] purposes only, no other activity shall be allowed.
14. That the amenities like roads, electricity, sewers & water supply, shall be provided by the concerned regulatory authority up to the boundary of the Project. The Sub-Lessor will carry out all the above-mentioned amenities within the boundary of the Project i.e. internal development of the Project. Any delay in providing the above said facilities on the part of the regulatory authority shall not be considered as delay on the part of the Sub-Lessor.
15. That the Sub-Lessee has inspected the site, the development plans, ownership records, the Lease Deed and other documents relating to the title and all other details of the Plot, which the Sub-Lessee considers relevant and has satisfied himself/herself about the right, title and capacity of the Sub-Lessor to deal with the Plot/Unit and has understood all the limitations and obligations thereof.
16. That the Sub-Lessee acknowledges that it has verified the physical measurement of the Plot/Unit and that this Sub-Lease Deed truly depicts the area of the Plot/Unit and that it shall have no claim of any nature whatsoever against the Sub-Lessor in this regard.
17. The undivided interest in the common areas and facilities of the Sub-Lessee shall be confined up to the particular Project wherein the Plot/Unit is situated. The upkeep and maintenance of the Project will be carried out by the Sub-Lessor or its nominee, the Sub-Lessee shall be liable to pay maintenance charges of the Project to the Sub-Lessor or the Maintenance Agency, as the case maybe.
18. The maintenance charges shall commence from the date of possession of the Plot/Unit with the execution and registration of the Sub-Lease Deed in favor of the Sub-Lessee. The offer for possession will have a cutoff date and after the expiry of the cut-off date, the maintenance charges shall be applicable and payable by the Sub-Lessee even if he/she/they do not take the possession.

19. That the lease rent for the said Plot/Unit till date has been paid by the Sub-Lessor. The Sub-Lessee shall pay any increase in the lease rent beyond the lease rent presently applicable on pro-rata basis as and when so applicable and demanded by Sub-Lessor/ YEIDA/ nominated designated maintenance agency. It is also made clear to the Sub-Lessee that all such levies/ increases may be levied by the government authority with prospective or retrospective effective from the date of licence(s) of the Project. The Sub-Lessor makes it clear that if it is required to pay such levies, interest and other charge etc., in such prospective /retrospective manner from the date of licence(s), then the Sub-Lessor shall demand, and the Sub-Lessee undertakes to pay the same proportionately in the manner in which the area of the Plot/Unit bears to the total area of the Project as calculated by the Sub-Lessor. This undertaking by the Sub-Lessee shall always survive the conveyance of the Plot/Unit in favour of the Sub-Lessee. The Sub-Lessee specifically recognize(s) that such demand when made will constitute unpaid sale price and agree(s) that even if such levies are demanded by the Sub-Lessor after the sale deed is executed in favour of the Sub-Lessee, the Sub-Lessor shall have lien on the Plot/Unit to the extent of such unpaid sale price and the Sub-Lessee hereby confirm(s) that the Sub-Lessee would not object and agree(s) to cooperate if the Sub-Lessor resumes the possession and ownership of the Plot/Unit and / or take all legal measures to recover such unpaid sale price upon the Sub-Lessee defaulting on such payment.
20. That in the event of any further increase in Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges and fees etc. as assessed and attributable to the Sub-Lessor as a consequence of Court order/Government/ Development Authority /Statutory or other local authority(ies) order, the Sub-Lessee shall be liable to pay his/her/their proportionate share for the same to the Sub-Lessor as and when demanded. If the appropriate authorities impose any tax on this transaction in future, then the Sub-Lessee hereby agrees for payment of the same and at all times indemnify and keep harmless the Sub-Lessor/nominated maintenance agency till the time, each Plot/ Unit is not separately assessed for such purpose.
21. The Sub-Lessee undertakes to use the said Plot/Unit for specific purposes only which is permissible under the law. The Sub-Lessee shall, therefore, not use the said Plot/Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the Sub-Lessor and other owners/occupants of the plots/units in the Project. The Sub-Lessee undertakes to put to use the said Plot exclusively for use only which are permissible under the law and he shall not use the said Plot for any other purpose which may create nuisance and shall not stock goods outside the said Plot/Unit or carry out any activity which is injurious or which is prohibited by the State or Central Government.

22. That subject to the restrictions and limitations in the Lease Deed which is executed by the YEIDA in favor of the Sub-Lessor, the Sub-Lessee may at its option raise the finances or a loan for purchase of the Plot/Unit. However, responsibility of getting the loan sanctioned and disbursed as per Sub-Lessor's payment schedule will rest exclusively on the Sub-Lessee. In case the Sub-Lessor's loan is not being disbursed, sanctioned or delayed, the payment to the Sub-Lessor as per schedule shall not be delayed by the Sub-Lessee and in the event of default in payment as per the Payment Plan, the Sub-Lessee shall be liable for consequences including cancellation of the allotment of the Plot/Unit.
23. That the Sub-Lessee before selling, transfer or otherwise dispose of the Plot/Unit at any time in future, will take a prior consent from the YEIDA. Any transfer charges payable to YEIDA/and any administrative or other charges, duty, taxes, levies payable to any concerned authority/body/agency/Sub-Lessor, as the case may be, shall also be borne and paid by the Sub-Lessee alone.
24. That the Sub-Lessee agrees that the development of the Project is subject to Force Majeure conditions.
25. That all taxes such as House Tax, Water Tax, Sewerage Tax or any other taxes or charges shall be payable by the Sub-Lessee of Plot/Unit from the date of handover of possession. The maintenance charges of the Plot/Unit are separate from the tax/levy duty or charges payable to Government or Local Authority.
26. That the stamp duty, registration fee and all other incidental charges required for execution and registration of this Sub-Lease Deed have been borne by the Sub-Lessee. That the Sub-Lessee shall, at his/her own cost keep the building constructed on the Plot/Unit in good and habitable state and maintain the same in a fit and proper condition.
27. That in case the Sub-Lessee allows the use and/or occupation of the Plot, the Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon him/her under this Sub-Lease Deed, shall be complied with by the new occupier as part and parcel of the terms and conditions of the agreement of the Sub-Lessee with the said new occupier.
28. That the Sub-Lessee shall sign all such applications, papers and documents and do all such acts, deeds and things as the Sub-Lessor may reasonably require for safeguarding the interest of the Sub-Lessee and/or the Sub-Lessor, as the case may be.

29. That it will be necessary for the Sub-Lessee to obtain a No Dues Certificate/NOC from the Sub-Lessor in case of subsequent sale/sub-lease along with due incorporation of the particulars of the subsequent transferee(s) with the Sub-Lessor and the said NOC will be issued by the Sub-Lessor upon payment of administrative charges @ Rs. \_\_\_\_\_ per Sq. Mtr. of the above said Plot/Unit area along with service tax/taxes.
30. That Courts at Noida shall have the jurisdiction in all matters arising out of and/or concerning this Sub-Lease Deed or the Sub-Lessee without any prejudice may file a complaint as per provisions of the RERA Act, 2016.
31. That all disputes, differences or disagreement arising out of, in connection with or in relation to the Plot/Unit and/or this Sub-Lease Deed, which cannot be amicably settled, shall be decided by a Sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. That the Venue of the Arbitration shall be Noida and the award of the Arbitrator(s) shall be rendered in English.
32. The Sub-Lessee acknowledges and confirms that the Plot/Unit is being purchased for his/her/their sole and exclusive benefit and no other person/entity has any hidden future benefit, direct or indirect, with regards to the applied Plot/Unit, under any circumstances. The Sub-Lessee represents that the present transaction is and shall remain in compliance with the provisions of the Benami Transactions (Prohibition) Act, 1988 as amended from time to time, and the Sub-Lessee agrees to hold the Sub-Lessor fully indemnified in this regard.
33. That in case, the Sub-Lessee makes any payment to any person/entity, except to M/s Three C Homes Private Limited, against the said Plot/Unit, then the Sub-Lessee will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the payment of the said Plot. The mode of payment to be made to Sub-Lessor shall be NET BANKING / RTGS/ NEFT / ACCOUNT PAYEE CHEQUE / ACCOUNT PAYEE DRAFT drawn in favor of M/s Three C Homes Private Limited, Account No. \_\_\_\_\_, Bank Name \_\_\_\_\_, IFSC Code \_\_\_\_\_, payable at \_\_\_\_\_.
34. That in case of an NRI Sub-Lessee, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other prevailing law shall be the responsibility of the Sub-Lessee.
35. That the Sub-Lessee shall indemnify and keep the Sub-Lessor, its employees, directors, agents, representatives, advisors indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage

or liability that may arise due to non-payment, non-observance or non-performance of the covenants and conditions by the Sub-Lessee as mentioned in this Sub-Lease Deed.

36. That the Sub-Lessee shall observe, perform and abide by all the rules, guidelines, by whatsoever name called, as may be specified by the Sub-Lessor or designated maintenance agency from time to time for maintaining the standard of living, façade of buildings, security, ambience, outlook, safety etc. in relation to the Project in general. The Sub-Lessee shall also ensure that his/her co-inhabitant(s) and/or any of his/her guest(s)/visitors or any tenant/occupier of the Plot/Unit shall also abide by the said rules, guidelines etc.
37. That in case the said Plot/Unit is occupied by any structure built unauthorisedly by the Sub-Lessee, the Sub-Lessor and/or the YEIDA will remove the same at the expense and the cost of the Sub-Lessee, due notice to the Sub-Lessee shall be given by the YEIDA and/or the Sub-Lessor to rectify the breaches within the period stipulated by the YEIDA and/or the Sub-Lessor.
38. That all notices, orders and other documents required under the terms of the Sub-Lease Deed 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).
39. That save and except, the Standard Terms and Conditions as contained in the Application Form dated \_\_\_\_\_ and the Allotment Letter dated \_\_\_\_\_, this Sub-Lease Deed supersedes and overrides all understanding and agreements, whether oral or written, between the Parties. Provided that in the event of any inconsistency between the Standard Terms and Conditions of the Application Form and Allotment Letter and this Sub-Lease Deed, the provisions of this Sub-Lease Deed shall prevail.
40. That in the event there are joint Sub-Lessees, all communications and notices shall be sent by the Sub-Lessor to the First Sub-Lessee at the address specified hereinabove or at the Plot/Unit or at such address as may be notified by the Sub-Lessee to the Sub-Lessor and acknowledged by the Sub-Lessor, which shall for all purposes be considered as served on all the Sub-Lessees and no separate communication shall be necessary to the other named Sub-Lessees.
41. That all powers exercisable by the YEIDA may be exercised by the Chief Executive officer/Chairman of the YEIDA. The Sub-Lessor and/or YEIDA 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/Chairman' shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the Sub-Lessor and/or YEIDA with the functions similar to those of the Chief Executive Officer/Chairman.

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42.

**SCHEDULE-I**  
**DESCRIPTION OF THE PLOT**

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**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED  
AT THE PLACE AND ON THE DATE, MONTH AND YEAR MENTIONED  
HEREINABOVE.**

By the within named “Sub-Lessor”  
Through its authorised signatory

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Name: \_\_\_\_\_

By the within named “Sub-Lessee”  
Through its authorised signatory

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Name: \_\_\_\_\_

Witness:

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness:

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

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