

**SUB-LEASE DEED**

**The Circle Rates for the Group Housing at Sector-22D, YEIDA is Rs. \_\_\_\_\_/- (according Govt. Circle Rate List) floor rebate as per rate list and One Car Parking facility is available.**

Govt. Valuation : Rs. \_\_\_\_\_/-  
Sale Consideration : Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)  
7% Stamp Duty : /-  
Super Area : \_\_\_\_\_ sq.mtr. ( \_\_\_\_\_ sq.ft.)  
Carpet Area : \_\_\_\_\_ sq.mtr. ( \_\_\_\_\_ sq.ft.)  
Flat/Dwelling Unit No. : -----

THIS SUB-LEASE DEED is made at Greater Noida on this ..... day of..... 2025

**BY AND BETWEEN**

**M/s VVIP InfrahomePvt. Ltd.**, a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at S-550/51, School Block, Shakarpur, Delhi-110092, and Corporate office at 2<sup>nd</sup> Floor, Chamber No.3, VVIP Style Mall, Raj Nagar Extension, Ghaziabad U.P. 201017 through its Authorized Signatory **Mr.** \_\_\_\_\_ duly authorized by the Board of Directors vide Resolution dated \_\_\_\_\_ (hereinafter referred to as the **“SUB-LESSOR/DEVELOPER”**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **FIRST PART (PAN No.AACCL3458J )** and said Mr. Vibhor Tyagi executed an Authentic Power of Attorney duly registered vide Bahi No. 1, Zild No. 47471, Page No. 301 to 360, Sr No. 24239 Dated 21-07-2025 with the Sub-registrar Sadar at GautamBudh Nagar in favour of \_\_\_\_\_- for the presentation of the duly executed document for registration in the Sub-Registrar office.

**AND**

**Mr.** \_\_\_\_\_ **r/O** \_\_\_\_\_-(individually hereinafter referred to as the **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 **SECOND PART; (PAN \_\_\_\_\_,**

**Whereas**

- A.** That by an agreement dated 07-02-2003 termed as "Concession Agreement" between Taj Expressway Industrial Development Authority (Now Yamuna Expressway Industrial Development Authority "YEIDA" through notification No. 1165/77-4-08-65N/08 Lucknow dated 11.07.2008 of U.P. Govt.) hereinafter referred as "**YEIDA**" a statutory body constituted under U.P. Industrial Development Act, 1976 and having its principal office at J-3, Sector-41, Noida, Distt. Gautam
- B.** That YEIDA granted unfettered rights through various lease deeds (details enclosed) for the period of 90 years in favour of builder to sub-lease the whole or any part of the subject land whether developed or undeveloped and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the subject land or part thereof to any person in any manner whatsoever without requiring any consent or approval of YEIDA or of any other relevant Authority.
- C.** That all the terms and conditions of the Lease Deed(s) and Concession Agreement executed by YEIDA in favour of builder. and the sub-lease deeds in favour of the **Sub-Lessor/Developer** shall also be applicable and binding over the Sub-Lessee(s).
- D.** That the Sub-Lessee named above, applied to the Sub-Lessor/Developer for allotment of a Flat/ Dwelling Unit and the Sub-Lessor/Developer allotted a Flat/ Dwelling Unit bearing No. \_\_\_\_\_ - **/VVIP YAMUNA** on Floor \_\_, Tower No. "  " admeasuring approximately \_\_\_\_\_ Sq Mtr. (\_\_\_\_\_.00 sq.ft.) super area and that carpet area \_\_\_\_\_ sq.mtr. (\_\_\_\_\_. sq.ft.) in the said **VVIP YAMUNA**, situated in the Plot No. GH-01B/2, , Sector-22D, YEIDA, Greater Noida, District – Gautambudh Nagar, (U.P.) (hereinafter referred to as "**Said Flat / Dwelling Unit**") alongwith undivided and impartible lease-hold rights in the portion of the Land underneath the building **VVIP YAMUNA**, consisting of several Blocks comprising the Building, in proportion of the ratio of the super area of the said Apartment to the total super area in the **VVIP YAMUNA**, more fully described in the Schedule of the said Apartment given hereunder, together with proportionate rights to use the common area, including all easement rights attached thereto, hereinafter referred to as the "**Said Unit**" on the terms and conditions as contained in the terms and conditions of Allotment/Agreement for Sale dated \_\_\_\_\_ (hereinafter referred to as Allotment Letter) executed between the Sub-Lessor/Developer and the Allottee/s/Sub-Lessee.

**E.** The Sub-Lessee has carried out the inspection of the above 5 lease deeds executed in favour of Sub-Lessor/Developer by the builder, Building plans of the said Project /dwelling unit, and has satisfied himself/herself/themselves 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 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 **VVIP YAMUNA.**

Accordingly, the Parties are now desirous of entering into this Sub-Lease Deed, which shall more particularly set forth their respective rights and obligations with clear agreement that the present Sub-Lease Deed will supersede the previous discussions, negotiations and BBA/Allotment Letter and now onward the terms and conditions of this Sub-Lease Deed shall prevail between the parties, and the Parties have agreed to enter into this Sub-Lease Deed, subject to the terms and conditions as recorded herein.

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

1. That in consideration of the amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** paid by the Allottee/s/Sub-Lessee to the Sub-Lessor/Developer, the receipt whereof the Sub-Lessor/Developer hereby admits and acknowledges, and the Allottee/s/Sub Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment letter, the Sub-Lease Deed(s) executed between the Sub-Lessor/Developer and the terms and conditions of Allotment Letter executed between the Allottee/s/Sub Lessee and the Sub-Lessor/Developer, the Sub-Lessor/Developer both hereby agrees to demise and the Allottee(s) agrees to take on Sub-Lease the Said Flat/Dwelling Unit with all its sanitary, electrical, sewerage and other fittings, together with all rights and easements whatsoever necessary for the enjoyment of the Said Flat / 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 Sub-Lessor/Developer hereby grant Sub-Lease of the said Flat/Dwelling Unit unto the said Sub-Lessee, for remaining unexpired period of Lease of said land in favour of the Sub-Lessor/Developer.
3. That the vacant and peaceful possession of the Said Flat/Dwelling Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself/herself/themselves as to the area of the Said Flat/Dwelling Unit, quality and extent of construction 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 Sub-Lessee(s) shall not have any right, title or interest outside **VVIP YAMUNA**, amenities, facilities, sports/club facilities etc. The **Sub-Lessor/Developer** reserved its rights to dispose off those facilities or can charges membership fee/usage charges in accordance with rules and regulations framed under its sole discretion. The township has a master plan wherein areas/land has been duly enmarked for particular usage. It is not an obligation towards **Sub-Lessor/Developer** to construct the building over the enmarked land plot in accordance with approved layout plans by YEIDA and the land use, the **Sub-Lessor/Developer** may offer/transfer these areas for development and construction to another developers in accordance with usage defined in approved master layout plan and development of these areas will depends upon the market viability.
5. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land of the Project **VVIP YAMUNA**, as aforesaid, and the same shall always remain undivided and impartibly and unidentified. This is further clarified that the interest of the Sub-Lessee shall be confined in the land of the project **VVIP YAMUNA** only, sub-lessee shall not be concerned with the remaining land of the Township Project.
6. That the projects **VVIP YAMUNA** in the Yamuna City have a separate identity for any changes in the layout of the Township Yamuna City the consent of the Sub-Lessee shall not be require, the Sub-Lessor/Developer under its own discretion can make any change therein.

7. That the said project **VVIP YAMUNA** is situated in the Plot No. GH-01B/2, Sector-22D and “Township” maintenance charges along with the maintenance charges of the project are applicable and payable by the sub-lessee. The one time interest free maintenance security (IFMS) also has been deposited by the sub-lessee, 25% of the IFMS deposit and 15% from the monthly maintenance charges of the flat/dwelling unit shall be transferred in the head of Township Maintenance. The Sub-Lessor/Developer shall have the right to apply all best possible methods available to him for collecting the “Township” maintenance charges. The sub-lessee has executed separate agreements namely Township Maintenance Agreement, Maintenance Agreement of the Project **VVIP YAMUNA** and Electricity supply agreement, the sub-lessee shall be bound by all the covenants and conditions mentioned therein.
8. That the up-keeping and maintenance of the project **VVIP YAMUNA** shall be carried out by the Sub-Lessor/Developer/Nominated Maintenance Agency or by A.A.O (Association of Apartment Owners) as mentioned in UP Apartment Act-2010. The “Township” maintenance of the Township Gaur Yamuna City will be carried out by the Sub-Lessor/Developer or its nominee(s). Common area electricity charges will be paid on monthly basis. The Maintenance charges in advance for the one year being paid by Sub-Lessee to Sub-Lessor/Developer/Nominated Maintenance Agency. The Sub-Lessor/Developer/Nominated Maintenance Agency will demand the further one year maintenance charges before expiry of the one year, in advance maintenance charges. In case of nonpayment of maintenance charges and common area electricity charges than Sub-Lessor/Developer/Nominated Maintenance Agency can withdraw their services.
9. That the electricity supply to the apartments of the project **VVIP YAMUNA** will be provided by NPCL/concerned statutory power corporation, End user(s)/Allottee(s)/Sub-Lessee are free to avail individual connection with own cost. sub-lessee/s will directly apply to NPCL/Concerned statutory power corporation for their electric connection and Power Backup (if availed) will be provided by Inverter.

10. That for computation purpose, the super area means and includes the covered area, areas of the balconies, cupboards, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/ overhead water tanks, mummies, entrance lobbies, electric sub station, pump house, shafts, guard rooms and other common facilities of the Said Flat/Dwelling Unit. The Sub-Lessee shall get exclusive possession of the built-up area, i.e., covered area, areas of balconies and area of cub-boards, if any, of the Said Flat/Dwelling Unit. The title of the Said Flat/ Dwelling Unit is being transferred to the Sub-Lessee through this Sub Lease Deed.
11. That Sub-Lessee undertakes to put to use the said Flat/Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the said Flat/ Dwelling Unit other than residential will render Sub-Lease liable for cancellation and the allottee/Sub-Lessee will not be entitled to any compensation whatsoever.
12. That the entire common areas and facilities provided in the complex and its adjoining areas including the unreserved open and covered parking spaces and facilities therein, storage areas etc., and the unallotted areas and flats/ dwelling units, shopping areas, parkings, if any, shall remain the property of the Sub-Lessor/Developer and shall be deemed to be in possession of the Sub-Lessor/Developer, who have the right to disposed of these properties, after handing over the project to AAO any kind of NOC shall not be required to obtain from AAO for disposal of these properties.
13. That the said Flat/ Dwelling Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself/ herself/ themselves to facilitate his/ her /their loan/ financial assistance for purchase of the said Flat/ Dwelling Unit.

14. That the lease rent till date has been paid by the **Sub-Lessor/Developer**, the Sub-Lessee shall pay any increase in the lease rent beyond the lease rent presently applicable on prorata basis as and when so applicable and demanded by Sub-Lessor/Developer/YEIDA.
15. That the Sub-Lessee(s) shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, charges, levies and impositions/Transfer charges on this document levied by the YEIDA and/or any other local or statutory authority from time to time in proportion to the area of the said Flat/ Dwelling Unit from the date of possession of the said Flat/Dwelling Unit by the Sub-Lessor/Developer.
16. That the Sub-Lessee(s) has reviewed the Township Sanctioned Plans and has been made aware of and accepts that the Township Sanctioned Plans may not be final in all aspects and that there may be variations, deletions, revisions (if any), additions, alterations made either by the Sub-Lessor/Developer at its sole discretion, or pursuant to requirements of any Government/Statutory Authority/ guidelines and directions of YEIDA.
17. That the Sub-Lessee(s) before selling, transfer or otherwise dispose of the Flat/Dwelling Unit at any time in future will take a prior permission from the YEIDA and Sub-Lessor/Developer. Any transfer charges payable to YEIDA/Sub-Lessor/Developer and any administrative or other charges, duty, taxes, levies payable to any concerned authority/body/agency/Sub-Lessor/Developer, as the case may be, shall also be borne and paid by the Sub-Lessee(s) only.
18. That Save and except the Standard Terms and Conditions as contained in the Application Form and the Allotment Letter/Agreement for Sale, this Sub-Lease Deed supersedes and overrides all understanding and agreements, whether oral or written, between the Parties. Provided that in the event of inconsistency between the Standard Terms and Conditions and this Sub-Lease Deed, the provisions of this Sub-Lease Deed shall prevail

19. That it will be necessary to obtain a No Dues Certificate/NOC from the **Sub-Lessor/Developer** in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the **Sub-Lessor/Developer**, and the said NOC will be issued by the **Sub-Lessor/Developer** upon payment of administrative charges as applicable.
20. a) That whenever the title of the said Flat/ Dwelling Unit is transferred in any manner whatsoever. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges and obtain the No Dues of the Project **VVIP YAMUNA** from the Sub-Lessor/Developer or its nominee(s) or the A.A.O. as the case may be and No Dues for the "Township" Maintenance from the Sub-Lessor/Developer or its nominee(s) before effecting the transfer of the said Flat/ Dwelling Unit, failing which the transferee occupying the said Flat/ Dwelling Unit shall have to pay the outstanding dues.
- b) 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 3(Three) months of devolution give notice of such devolution to the **YEIDA** and the Sub-Lessor/Developer / Maintenance Agency/A.A.O (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, **YEIDA** or any other Government Agency.
21. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/ Central Govt./ Local Authority or YEIDA 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 Flat/Dwelling Unit hereby transferred.
22. That notwithstanding the reservations and limitations, as mentioned in above clause, the Sub-Lessee shall be entitled to sublet the said Flat/ Dwelling Unit for residential purposes only in accordance with law.
- (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Flat/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 YEIDA and/or Sub-Lessor/Developer may be a nuisance, annoyance or disturbance to the other owners of the said housing complex and persons living in the neighbourhood.

(b) The Sub-Lessee will obey and submit to all directions, issues regulations made by the YEIDA/Local Authority 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 Housing Complex.

23. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Flat/Dwelling Unit and shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent areas and 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 Flat/Dwelling Unit or on the open or covered Car Parking space by the Sub-Lessee shall be liable to be removed at his/her/their cost by the YEIDA/Local Authority or by the Sub-Lessor/Developer and /or by the Maintenance Agency with the prior approval of the **YEIDA**. The charges levied by the **YEIDA** in this regard shall be finalized and binding on the sub-lessee.

24. That the Residential Project VVIP YAMUNA along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the Sub-Lessor/Developer or the Maintenance Agency provided all the Sub-Lessee pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of 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 Building/ Complex or cause increased premium.

25. That the Sub-Lessee shall maintain the said Flat/ Dwelling Unit including walls and partitions, sewers, drains, pipes, allotted lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him/her/them and in particular so as to support, shelter and protect the other parts of the Building/ Complex. Further, he/she/they will allow the VVIP YAMUNA maintenance teams access to and through the said Flat/ Dwelling 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/ herself/ themselves permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the Local Authorities or the Association of the Sub-Lessees.

26. That it shall be incumbent on each Sub-Lessee to form and join an Association comprising of the Sub-Lessee(s) for the purpose of management and maintenance of the Complex (**VVIP YAMUNA**) as per provided in the U.P. Apartment Act 2010. Only common services shall be transferred to the Association. unsold flat/dwelling unit and independent areas of limited common use shall not be handed over to the Association and will be owned by the Sub-Lessor/Developer and may be sold to any agency or individual as the case may be on any terms as the Sub-Lessor/Developer would deem fit. After handing over the project to AAO any kind of NOC shall not be required to obtain from AAO for disposal of these properties. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc. It shall be conducted at designated places only for the said purposes.
27. That as Per Section 14 (2) of U.P. Apartment Act 2010, after the obtaining the completion/occupancy certificate of the Project, the formation AAO (Association of Apartment owner) It shall be the joint responsibility of the Sub-Lessor (promoter) and the Sub-Lessee(s) (apartment owners), The Sub-Lessor (promoter) shall get the Association registered when such number of apartments/flats/dwelling units have been handed over to the owners which is necessary to form an association or 60% of apartments, whichever is more by way of sale, transfer or possession. In the complaisance of the above If Residents/Sub-Lessees of 16<sup>TH</sup> PARK VIEW fail to form the AAO (Association of Apartment Owners) than Sub-Lessor/Developer/nominated maintenance agency will be absolve to take off maintenance services of the 16<sup>th</sup> Park View Project.
28. That the Sub-Lessee may get insurance of the contents lying in the said Flat/ Dwelling Unit at his/her/their own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/ Complex or any part thereof. The Sub-Lessee shall always keep the Sub-Lessor/Developer or its Maintenance Agency or Residents Association/ Society harmless and indemnified for any loss and/or damages in respect thereof.
29. 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 Flat/Dwelling 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 elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Flats /Dwelling Units and attached terraces on upper Flats/ Dwelling Units and in the open car parking spaces, which shall always remain open to sky.

30. 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 building or anywhere on the exterior or on common areas or on roads of the Complex.
31. That Sub Lessee 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 **YEIDA** in writing.
32. That the Sub-Lessor/Developer / Sub Lessee shall not exercise its option of determining the lease for held the YEIDA responsible 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.
33. That the Sub-Lessor/Developer /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 Sub-Lessor/Developer /Sub 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.
34. That the Sub-Lessee shall not remove any walls of the said Flat/ Dwelling Unit including load bearing walls and all the walls /structures of the same shall remain common between the sub-Lessee and owners of the adjacent Flats/ Dwelling Units.
35. The Sub-Lessee may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the Sub-Lessor/Developer. 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.

- ii) Changes that may affect the façade of the 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.)

36. Making encroachments on the common spaces in the complex.

That the Sub-Lessee 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 flat should be made without consulting a qualified structural consultant and without the written permission from the Sub-Lessor/Developer or the YEIDA, 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 by only qualified or experienced plumber in the building. The plumbing Network inside the Flat/ Dwelling 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/her/their Flat/Dwelling Unit by any structure, whether permanent or temporary.

- (ix) The Sub Lessee shall ensure that all water drains in the Flat/ Dwelling 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.
  - (x) Sub-Lessee shall not be allowed for random parking of his/her vehicle and use only his/her/ their allotted parking bay.
  - (xi) In case Sub- Lessee rents out the Unit, he/she/they is/are required to submit all details of the tenants to the Maintenance Agency Office/AAO Office. The Sub-Lessee will be responsible for all acts of omission and commission of his/her/ their tenant. The Complex management can object to renting out the premises to persons of objectionable profile.
  - (xii) Sub-Lessee is not allowed to put the grills in the Flat/ Dwelling Unit as per individual wish, only the designs approved by the Sub-Lessor/Developer will be permitted for installation.
37. 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 statutory laws, wherever applicable, will be observed and complied with by all the Parties.
38. That the deed of declaration (DOD) as provided in the section 12 of U.P. Apartment Act 2010 has been submitted by the Sub-Lessor/Developer in the office of the competent authority in respect of the building **VVIP YAMUNA**.
39. That the Sub-Lessee shall sign all such applications, papers and documents and do all such acts, deeds and things as the Sub-Lessor/Developer may reasonably require for safeguarding the interest of the Sub-Lessee and/ or the Sub-Lessor/Developer, as the case may be.
40. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Sub-Lessee.

41. That if there any Service Tax, Trade Tax, V.A.T, G.S.T., lease rent and additional levies, rates taxes, charges, enhanced compensation to the farmers, cess and fees etc. as assessed and the attributable to the **Sub-Lessor/Developer** as consequences of Court order /Government/ Development Authority /Statutory or other local authority (ies) order, the Sub-Lessee(s) shall be liable to pay his/her/their proportionate share for the same to the **Sub-Lessor/Developer** as and when demanded. if the appropriate authorities impose any tax on this transaction in future then the Sub-Lessee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the **Sub-Lessor/Developer** /nominated maintenance agency till the time each plot/residential dwelling unit is not separately assessed for such purpose.
42. **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-Lessor/Developer /Sub-Lessee.**
43. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of judicature at Allahabad.
44. 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).
45. That in the event there are joint Sub-Lessee(s), all communications and notices shall be sent by the Sub-Lessor/Developer to the First Sub-Lessee(s) at the address specified hereinabove or at the Flat/Dwelling Unit or at such address as may be notified by the Sub-Lessee to the Sub-Lessor/Developer and acknowledged by the Sub-Lessor/Developer, which shall for all purposes be considered as served on all the Sub-Lesseees and

no separate communication shall be necessary to the other named Sub-Lessee(s).

46. That all powers exercisable by the YEIDA may be exercised by the Chief Executive officer/Chairman of the YEIDA. The **Sub-Lessor/Developer** and/or YEIDA 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/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the **Sub-Lessor/Developer** and/or YEIDA with the functions similar to those of the Chief Executive Officer/Chairman.

**SCHEDULE OF FLAT/DWELLING UNIT**

Residential Flat/Dwelling Unit bearing No. \_\_\_\_\_ on the \_\_\_\_ **Floor** in Tower No. “\_” consisting of Two Bed Rooms, Drawing Room, Dining, Kitchen, Store, Toilets and Balconies, having a total super area measuring \_\_\_\_\_ in the “**VVIP YAMUNA**” situated at **Plot No. GH-01B/2, Sector-22D**, YEIDA, 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 building, consisting of several Blocks comprising the Complex, in proportion of the super area of the Said Flat/Dwelling Unit, as per the enclosed plan and bounded as follows:-

East:	}	As per the Floor Plan
West:		
South:		
North:		

Loan Detail :- \_\_\_\_\_

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

In presence of:

**Witnesses:**

1. **SUB-LESSOR/DEVELOPER**

2.

**SUB-LESSEE(S)**