

## Conveyance Deed (Specimen)

Subject to approval from the Regulator/ YEIDA

### Sub lease deed

The Circle Rates for the Group Housing at Sector \_\_\_\_\_ is Rs. \_\_\_\_\_ / per sq meter and only \_\_\_\_\_ common facilities are available therefore total \_\_\_\_\_ % has been increased ( according to page no. \_\_\_\_\_ Sr. No. \_\_\_\_\_ of government Circle rate list). Floor rebate as per rate list and stamp duty has been paid for:

1. \_\_\_\_\_ (number) car parking
2. Power backup \_\_\_\_\_
3. Community Centre \_\_\_\_\_
4. swimming pool \_\_\_\_\_
5. lift \_\_\_\_\_

Government Valuation : Rs. \_\_\_\_\_/-

Sale Consideration : Rs. \_\_\_\_\_/ -

Stamp duty : Rs. \_\_\_\_\_/ -

Super area : \_\_\_\_\_ Sq meter (\_\_\_\_\_ Sft)

Flat/Dwelling unit No. : \_\_\_\_\_ / \_\_\_\_\_ (Project), Floor \_\_\_\_\_, Block/ Tower \_\_\_\_\_

**THIS SUB LEASE DEED is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2018**

### BY AND BETWEEN

M/s \_\_\_\_\_, a company duly incorporated under the Indian Companies Act 1956 and having its registered office at \_\_\_\_\_, through its authorised signatory Mr. \_\_\_\_\_ s/d/w/o Shri \_\_\_\_\_, duly authorised by the board of directors vide resolution dated \_\_\_\_\_ (hereinafter referred to as "Developer"/ "Sub-lessee" / Lessee), 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. \_\_\_\_\_) and said Mr. \_\_\_\_\_ executed and authentic power of attorney duly registered vide document No. \_\_\_\_\_ dated \_\_\_\_\_ which the sub registrar Sadar at Gautam Budh Nagar in favour of Mr. \_\_\_\_\_ for the presentation of the duly executed document for registration in the sub registrar office.

AND

\_\_\_\_\_ ( Name of Allottee/ Buyer) s/o, w/o, d/o \_\_\_\_\_, r/o \_\_\_\_\_ ( Individually/ jointly 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 No. \_\_\_\_\_)

Expression in singular shall include plural wherever so desired and any reference to masculine shall also include reference to feminine wherever so desired.

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- A. The Sub Lessor had obtained approval of layout for development of Group Housing Project namely “ \_\_\_\_\_ ” and carried out internal development work comprising of site clearance, levelling, construction of roads, drains, Street lighting, electrification, lighting. water supply, sewerage, roadside plantation, horticulture, development of parks, parking spaces as per norms fixed by the Sub lessor/ Developer, and obtained sanctions of the building plans for development and construction on the said land as applicable to Group Housing Projects. The Developer has constructed multi storied complex consisting of several flats/dwelling units, swimming pool, Community Centre, service buildings etc. the said building together with the land shall hereafter be referred to and named as Project “Presithum-Presidency Infraheights” situated at Plot No. \_\_\_\_\_ , \_\_\_\_\_ .
- B. The Sub-lessee named above, applied for Allotment of a flat/ dwelling unit and the lessee allotted a flat/ dwelling unit bearing No. \_\_\_\_\_ - on floor No. \_\_\_\_\_ in Tower No. \_\_\_\_\_ of Project \_\_\_\_\_ (hereinafter referred to as “Said Flat”/ Apartment/ Dwelling Unit) along with undivided and impartible leasehold rights in the portion of the land underneath the building of Project \_\_\_\_\_, containing of several blocks/ Towers comprising the Complex, in proportion of the ratio of the super area of the said apartment / flat to the total super area in the complex, more fully described in the Schedule given hereunder, together with proportionate rights to use the common covered 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 dated \_\_\_\_\_ (hereinafter referred to as Allotment Letter) executed between the Developer and the Allottee(s).
- C. The second party/ Sub-lessee has carried out the inspection of the Lease Deed executed in favour of the First party by the Lessee, the building plans of the said project/ dwelling unit and has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common amenities and passages appurtenant in 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 [Project name].

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

1. That in Consideration of the amount Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) paid by the Allottee(s)/ Sub-lessee to the Developer, the receipt whereof the Developer hereby admits and acknowledges, and the Allottee(s) agreeing to observe and perform the terms and conditions herein contained and contained in the Allotment Letter the Developer / Lessee doth hereby agrees to demise and the Allottee agrees to take on Sublease the said flat with all its sanitary, electrical, sewerage and other fittings, more particularly described in the Schedule hereunder written and for clearness has been delineated on the plan attached hereto together with all rights and amenities whatsoever necessary for the enjoyment of the said flat along with the rights to use the common staircases, corridor, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations such as power system, lighting system, sewage system etc. to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

2. That the vacant and peaceful possession of the said flat has been delivered to the Sublessee simultaneously with the signing and execution of this Sub Lease Deed, and the Sub-lessee has satisfied himself as to the area of the said flat, quality and extent of construction and the specifications in relation thereto and the Sublessee has agreed not to raise any dispute at any time in future on this account.
3. That the Maintenance charges of the Project are applicable and payable by the Sublessee. 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 shall be transferred in the head of Project Maintenance. The lessee shall have the right to apply all best possible methods available to him for collecting the maintenance charges. The Sub-lessee has executed separate Maintenance Agreements, electricity supply agreement and the Sub-lessee shall be bound by all the components and conditions mentioned therein.
4. That the upkeeping and maintenance of the project shall be carried out by the Sublessee or its nominated agency till it be handed over to the Association of Apartment Owners (AAO) as mentioned in UP Apartment Act, 2010.
5. That the electricity supply department of the project has been provided from single Point electricity connection through separate metres. The Maintenance Charges of the project, electricity consumption charges and power backup (to the extent availed) will be charged through that electricity metre on prepaid basis, the electricity supply of the flat shall not be restored until the dues of any charges remains unpaid and interest @ 18% pa shall be charged for the period of delays.
6. 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, areas under lifts and lift rooms, staircases, underground/overhead water tanks, mummities, entrance lobbies, electric substation, Pump House, shafts, guard rooms and other common facilities of the said flat/ Project. The Sublessee shall get exclusive possession of the built up area i.e. covered area, areas of balconies, area of lofts and area of cup boards, if any, of the said flat. The title of the said flat is being transferred to the Sublessee through this Sub Lease Deed.
7. That the Sublessee 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.
8. That the Sublessee undertakes to put to use the said flat exclusively for the residential use only and for no other use whatsoever. Use of the said flat other than residential will render Sublessee liable for cancellation and the Sublessee will not be entitled to any compensation whatsoever.
9. That except for the transfer of said Flat all common easementary rights attached therewith, the entire common areas and facilities provided in the complex including the unclothed terrace/ roof, unreserved open and covered parking spaces and facilities therein, storage areas etc. and the unallotted areas and flats, shopping areas, if any, shall remain the property of the Lessee/ Developer and shall be deemed to be in possession of the Lessee/ Developer, who shall hold the right to dispose 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.
10. That the said flat is free from all types of encumbrances, liens and charges etc. except those created at the request of the Sublessee himself to facilitate his loan/financial assistance for purchase of the said Flat.

11. That the sub-Lessor/ Developer has recovered one time lease rent in respect of the land of Project \_\_\_\_\_ , from the Sublessee and hereby confirm that no lease rent is payable in future by the Sublessee in respect of the same flat during the period of sub lease.
12. That the Sublessee shall be liable to pay on demand Municipal tax, property tax, water tax, sewage tax, other annual rent,Taxes, charges, levies and impositions,levied by the Developer/ any/ or any other local or statutory authority from time to time in proportion to the area of the said flat from the date of possession of the said flat by the Sub-Lessee.
13. That the Sublessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub Lease Deed, the Lease Deed and the Allotment Letter and the terms and conditions of Allotment as referred hereinabove, and punctually observe the same in respect of the said flat purchased by him. The Lease Deed 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.
14. That the Sublessee shall not sell, transfer, mortgage or assign the whole or any part of the said flat to anyone except with the previous consent in writing of the Developer and on such terms and conditions including the transfer charges as may be decided by the Developer from time to time and shall have to follow the rules and regulations prescribed by the Developer in respect of Leasehold property.
15. That whenever the title of the Sub-Lessee in the said flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub Lease Deed, Lease Deed and the terms and conditions of Allotment and the agreements referred in this Sub Lease Deed and he be answerable in all respects to the Developer therefore insofar as the same may be applicable and relate to the said flat.
16. (a) That whenever the title of the said flat 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 from the Lessee/ Developer or it's nominees or the AAO, as the case may be, before affecting the transfer of the said flat, failing which the transferee occupying the said flat shall have to pay the outstanding dues.  
(b) That in the event of death of the Sublessee, the person on whom the rights of the deceased devolve by law of succession shall, within 3 months of devolution give notice of devolution to the Developer and the lessee/ maintenance agency/ AAO, 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, Developer or any other government agency.  
(c) That the transferee or the person on whom the title devolves as the case may be, shall furnish to the Developer and the Lessee certified copies of documents evidencing the transfer or devolution.
17. That notwithstanding the reservations and limitations as mentioned herein, theSublessee shall be entitled to sublet the said flat for purposes of private dwelling only in accordance with law.
18. That the SubLessee may mortgage the said flat in favour of the state or central or Financial Institutions / banks etc. for raising loans with the prior permission of the Lessee in writing till the execution of Sub Lease Deed. Subsequent to execution of this Sub Lease Deed, the sub Lessee can mortgage the said flat with the permission of the Developer in writing.
19. That the Developer and/ or the Sub Lessee and / or the Maintenance Agency their employees shall have the right to enter into and upon the said flat, lawn and terrace areas 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 except in case of emergency during the term of the sublease.

20. That the Sublessee shall from time to time and at all times pay directly to the local government/central government/local authority or the Developer existing or to exist in future all rates, taxes, charges and assessment of every description which are now or may at any time here after during the validity of this Deed be assessed, charged or imposed upon the said flat that hereby transferred.
21. That so long as each said flat 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 flat to the Maintenance Agency or to the Developer/ Lessee, who on collection of the same from all the sub lessees of the Complex shall deposit the same with the concerned local authority or with YEIDA.
22. That the sub lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or subdivide or amalgamate the said flat.
23. (a) That the sub-lessee will not carry on, or permit to be carried on, in the said flat 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 prefer to be done there in any act or thing whatsoever which in opinion of the Developer and / or lessee may be a nuisance, annoyance or disturbance to the other owners of the said Complex and persons living in the neighbourhood.  
(b) That the Sub Lessee will obey and submit to all directions, issues and regulations made by the Developer now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the Complex.
24. That the Sublessee 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 unauthorised encroachments or temporary/ permanent constructions carried out in the said flat or on the open or covered car parking space by the Sub Lessee shall be liable to be removed at his cost by the Developer or by the lessee and/ or by the maintenance agency with the prior approval of the Developer. The charges levied by the Developer in this regard shall be final and binding on the Sub Lessee.
25. That the Complex along with lifts, pump houses, generators etc. maybe got insured against fire, earthquake and civil commotion at the expense of the Sublessee by the lessor/ Developer of the maintenance agency provided all the Sub Lessees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sublessee 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.
26. That the Sublessee shall maintain the same flat including walls and partitions, sewers, drains, pipes, allotted lawns and terrace areas (if any) thereto in good tenantable state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the building/ complex. Further, he will allow the complex maintenance team access to and through the said flat for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest etc. Further, the Sublessee will neither himself permit anything to be done which damages any part of the adjacent unit etc. nor violate the rules or bye laws of the local authorities or the association of the Sublessee.

27. That it shall be incumbent on each Sub Lessee to form and join an association comprising of the Sub Lessees for the purpose of Management and maintenance of the Complex as provided in the UP Apartment Act, 2010. Only common services shall be transferred to the Association. Unsold flats and independent areas of Limited common area shall not be handed over to the Association and will be owned by the Lessee / Developer and may be sold to any agency or individual as the case may be on any terms as the Developer/ lessee would deem fit. after handing over the project to AAO any Land NOC shall not be required to be obtained 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.
28. That the Sublessee may get insurance of the contents lying in the said Flat at his own cost and expense. the Sublessee shall not keep any hazardous, explosive, inflammable material in the building/ complex or any part thereof. The Sublessee shall always keep the lessee or its maintenance agency or residents Association/ Society harmless and indemnified for any loss/ damage in respect thereof.
29. That the Sublessee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevation of the said Flat in any form. The Sublessee shall also not change the colour scheme of outer walls or painting of exterior side of the door 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 and attached the terraces on upper flats and in the open car parking spaces, which shall always remain open to sky.
30. That the Sub Lessee shall not put any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc. at the exterior facade of the building or anywhere on the exterior or on common areas or on roads of the complex.
31. That Developer will not affect or permit to be erected on any part of the demised premises any stables, sheds or other structure of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and insofar as may be allowed by the Developer in writing.
32. That the Developer shall not exercise its option of determining the lease or hold the Developer 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 is destroyed are is rendered substantially or permanently unfit for building purposes.
33. That the Sublessee/Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. Sub lessee/Tenant will also not display or exhibit any advertisement or play card in any part of the exterior wall of the building.
34. That the Sub Lesseeshall not remove any walls of the said flat including load bearing walls and all the walls/ structures of the same shall remain common between the Sublessee and owners of the adjacent flat(s).
35. That the Sub Lessee may undertake minor internal operations in his unit only with the prior in writing approval of the lessee/ Developer. The Sublessee shall not be allowed to affect any of the following changes/ alterations.
  - (a) changes, which may cause damage to the structures/ columns, beams, slabs etc. and any part of adjacent flats. In case damage is caused to any adjacent flat or to common area, Sublessee will get the same repaired at its own cost.

- (b) changes that may affect the facade of the unit/ flat (eg. changes in windows, tampering with external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of sign boards etc.)
  - (c) Making encroachments on the common areas of the Complex.
36. The Sublessee shall strictly observe the following points to ensure safety, durability and long-term maintenance of the building.
- (a) No changes in the internal layout of a flat should be made without hurting you qualified structural consultant and without the written permission from the Developer if required.
  - (b) No RCC structural member like Kollam end beam should be hammered or punctured for any purpose.
  - (c) All the plumbing problem should be attended by only qualified or experience plumber in the building. The plumbing network inside the flat unit is not tampered with or modified in any case.
  - (d) use of acid for cleaning the toilet should be avoided.
  - (e) all the external disposal services to be maintained by periodical cleaning.
  - (f) no alterations will be allowed in elevation, even of temporary nature.
  - (g) any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licenced electrician.
  - (h) Sublessee shall not cover the balcony/ terrace of his flat by any structure, better permanent or temporary.
  - (i) Sublessee shall ensure that all water drains in the flat ( weather in terraces, balconies, toilets or kitchen) periodically cleaned i.e. we should not be checked or blocked. Stagnant water is the biggest reason for dampness on levels below.
  - (j) Sublessee shall not be allowed for random parking of his vehicle and shall use only he is allotted parking bay.
  - (k) in case Sublessee rents out the unit/ flat, he is required to submit all details of the tenants to the maintenance agency office/ AAO office. the Sublessee will be responsible for all act of omission and commission of his tenant. The complex management can object to renting out the premises to persons of objectionable profile.
  - (l) Sublessee is not allowed to put grills in the flat as per individual wish. Only the designs approved by the lessee/ Developer shall be permitted for installation.
37. That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011 and all other rules regulations and statutory laws wherever applicable, will be observed and complied with by all the parties.
38. That the Sublessee and all other persons under him shall ensure that the premises are kept in good shape and repair and that no substantial material damage is caused to the premises or the sanitary/ water/ electricity works therein.
39. That the stamp duty, registration fee and all other incidental charges required for execution and registration of lease deed have been born by the Sublessee.
40. That the sublessor/ Developer shall be entitled to recover all duty is payable to it under the deed by the lessee as areas of land revenue without prejudice to its other rights under any other law for the time being in force.
41. That the provisions of UP Industrial Area Development Act, 1976 and any rules/ regulations framed under the Act on any directions issued shall be binding on the sub lessee.

42. That all powers exercised by the Developer under the sub Lease/ Lease Deed may be exercised by the CEO or any other competent authorized official of the Developer.
43. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the Civil courts at Gautam Budh Nagar and the High Court of Judicature at Allahabad.
44. That the Chief Executive Officer of the Developer reserves the right 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 Sublessee.
45. That in case of any breach of the terms and conditions of the Deed by the Sublessee and / or breach of terms and conditions of the lease deed executed between Developer and the Lessee and terms and conditions of allotment for said flat between the sub lessee and the Developer/ lessee, the Developer and the Lessee will have the right to re-enter the said flat after determining the leasehold rights in respect thereof. On re-entry of the demised said flat, If it is occupied by any structure built unauthorizedly by the Sublessee, the Developer/Lessee will remove the same at the expense and the cost of the Sublessee. Before exercising the right of re-entry, due notice to the publisher Shelby given by the Developer/ Lessee to rectify the breaches within the period stipulated by the Developer/ Lessee.
46. That all notices, audits and other documents required under the terms of the sub lease or under the UP Industrial Development Act, 1976 or any rule and regulation made or directions issued there under shall be Deemed to be duly served as provided under section 43 of the UP Urban Planning and development act, 1973, as amended from time to time.
47. That the declaration as provided in section 12 in UP Apartment Act, 2010 has been submitted by the Lessee in the office of the Competent Authority in respect of the building Project \_\_\_\_\_.