

SUB-LEASE DEED

SUB-LEASE DEED (hereinafter referred to as the "**Deed**") is made and executed at **NOIDA**, Uttar Pradesh on this _____ day of _____, **202**.

PARTIES

BY AND BETWEEN

VERTEX CONSTRUCTION PARTNERSHIP, a Partnership firm duly registered under the Indian Partnership Act, 1932 with Registration Number GBN-0000856, having its registered office at BLOCK B1A, SHOP NO. 36, IIND FLOOR, SECTOR-51, NOIDA, GAUTAM BUDDHA NAGAR-201301, through its authorized partner/representative [NAME] (Aadhaar No. [Redacted]) duly authorized vide Partnership Resolution dated _____, hereinafter referred to as the "**FIRST PARTY / SUB-LESSOR**" (which expression shall unless contrary to the context thereof include its successors-in-interest, legal representatives, and permitted assigns);

AND

[FOR INDIVIDUALS/JOINT OWNERS]

1. [NAME] (Father's Name: [•]), PAN: [•], Aadhaar No. [•]), resident of [Address],
and
2. [NAME] (if applicable) (Father's Name: [•]), PAN: [•], Aadhaar No. [•]), resident of [Address],

(hereinafter jointly and severally referred to as the "**SUB-LESSEE / SECOND PARTY**", which expression shall unless repugnant to the context include their respective heirs, legal representatives, executors, administrators, successors-in-interest and permitted assigns)

OR

[FOR COMPANY/ENTITY]

[COMPANY NAME], a Company incorporated under the Companies Act, 2013, having CIN No. [•], with registered office at [Address], through its [Authorized Officer Title] [NAME] (Aadhaar No. [Redacted]), duly authorized vide Board Resolution dated _____, hereinafter referred to as the **"SUB-LESSEE / SECOND PARTY"** (which expression shall unless repugnant to the context include its successors-in-interest, legal representatives, and permitted assigns).

The FIRST PARTY and SECOND PARTY shall hereinafter be collectively referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:

- A.** The FIRST PARTY is a Partnership Firm engaged in the business of real estate development and is the promoter of a commercial real estate project;
- B.** The FIRST PARTY has obtained valid leasehold/sub-leasehold development rights and is the lawful allottee/possessor of land known as Plot No – Comm-03, Sector-50, Noida, District Gautam Buddha Nagar, Uttar Pradesh (hereinafter referred to as the "Said Land"), measuring approximately 812.73 square meters, by virtue of a Main Lease Deed dated 30.05.2025 executed by the New Okhla Industrial Development Authority (Noida Authority) in favour of the FIRST PARTY, registered as Document No. 7694 in Book No. 1, Volume No. 13958, pages 21 to 44 at the office of the Sub-Registrar, Noida-1;
- C.** The FIRST PARTY has developed a commercial real estate project on the Said Land under the name and style of "SQUARE 50" comprising of shops, stores, offices, and other commercial units along with common areas, facilities, parking spaces, and other amenities (hereinafter referred to as the "Project");

- D.** The Project has been approved by the New Okhla Industrial Development Authority vide Sanction Letter No. 2026/01/07/13448 dated 2026-01-07, with original permit valid up to 07.01.2031;
- E.** The Project has been duly registered with the Uttar Pradesh Real Estate Regulatory Authority (UP RERA) vide Registration Certificate Number [•] dated [•] under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act");
- F.** The Competent Authority has granted Completion Certificate / Occupation Certificate vide letter number [•] dated [•] in respect of the Project / Unit;
- G.** The SECOND PARTY has applied to the FIRST PARTY for the sub-lease of a commercial unit bearing number [UNIT NO.] on the [FLOOR] Floor (hereinafter referred to as the "Said Unit") with carpet area measuring [•] square meters (or [•] square feet) as per RERA definition, and super built-up area measuring [•] square meters (or [•] square feet), along with [NUMBER] car parking space(s) and undivided proportionate leasehold share in the common areas and facilities of the Project (hereinafter collectively referred to as the "Said Property");
- H.** The SECOND PARTY has paid to the FIRST PARTY the total sub-lease consideration of Rs. _____/- (Rupees _____ only), as more particularly described in the Payment Schedule annexed hereto as Schedule-A;
- I.** The FIRST PARTY and SECOND PARTY have entered into an Agreement to Sub-Lease / Allotment Letter dated [•] (hereinafter referred to as the "Agreement") for the allotment and sub-lease of the Said Property, and the SECOND PARTY has complied with all the terms and conditions specified in the Agreement;

J. The FIRST PARTY has obtained all necessary approvals, sanctions, licenses, and clearances from the Competent Authorities and has discharged all outstanding dues, taxes, levies, and liabilities related to the Said Land and Project up to the date of execution of this Deed;

K. The SECOND PARTY has satisfied himself/herself/themselves regarding the title, leasehold ownership rights, and legal position of the Said Property through his/her/their own investigation and due diligence;

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. TRANSFER OF PROPERTY

1.1 In pursuance of the Agreement and in consideration of the total sub-lease consideration of Rs. _____/- (Rupees _____ only), the receipt of which the FIRST PARTY hereby acknowledges and admits, the FIRST PARTY doth hereby **SUB-LEASE, DEMISE, TRANSFER AND ASSIGN** unto the SECOND PARTY, all the leasehold rights, title, interest, claim, and demand whatsoever of the FIRST PARTY in and over the Said Property, as more particularly described in **Schedule-B** hereto, **TO HAVE AND TO HOLD** the same unto the SECOND PARTY for the unexpired/residual period of the Main Lease Deed granted by the New Okhla Industrial Development Authority (90 years from the date of execution of the Main Lease Deed), subject to the timely payment of proportionate lease rents and compliance with the terms and conditions of the Main Lease Deed, free from all encumbrances, liens, charges, and third-party claims created by the First Party.

1.2 The SECOND PARTY shall have the exclusive right to possession, enjoyment, occupation, and use of the Said Unit and the appurtenances thereto during the tenure of the sub-lease, including:

- (a) Exclusive built-up/carpet area of the Said Unit;

- (b) Undivided proportionate interest/share in the common areas and facilities of the Project, including passages, corridors, staircase, lifts, foyer, entrance/exit, parking areas, and other common spaces;
- (c) Exclusive right to use [NUMBER] car parking space(s) as allocated by the FIRST PARTY;
- (d) All easements, rights, utilities, and services attached to or appurtenant to the Said Property.

1.3 The SECOND PARTY shall have the rights to use the common areas and facilities in harmony with other sub-lessees/occupants of the Project without causing any hindrance or inconvenience.

2. PROPERTY DESCRIPTION AND IDENTIFICATION

- 2.1 The Said Property is more particularly described in Schedule-B annexed hereto, which contains the following details:
 - (a) Location and Address of the Project
 - (b) Unit Number and Floor Details
 - (c) Carpet Area (As per RERA definition)
 - (d) Super Built-up Area
 - (e) Car Parking Details
 - (f) Building Plan Reference and Sanction Letter Details
 - (g) Floor Plan and Site Plan References

2.2 The FIRST PARTY confirms that the Said Property has been constructed strictly in accordance with the approved plans, building bye-laws, and sanctioned drawings as

approved by the New Okhla Industrial Development Authority and RERA Registration details.

3. TITLE AND OWNERSHIP COVENANT

3.1 The FIRST PARTY hereby covenants and warrants that:

- a) The FIRST PARTY has clear, valid, and unencumbered development and sub-leasing rights over the Said Land and Said Property with full legal right, title, and authority to sub-lease, demise, and transfer the same under the terms of the Main Lease Deed;
- b) The FIRST PARTY has a clear title to the sub-leasehold rights of the Said Property;
- c) The FIRST PARTY has obtained all necessary approvals, sanctions, and clearances from the Competent Authorities for the development and sub-lease of the Said Property;
- d) The Said Property is free from all charges, mortgages, liens, encumbrances, and legal claims of whatsoever nature;
- e) The FIRST PARTY has paid all outstanding dues, ground rent, land premium instalments, and other levies payable to the Noida Authority up to the date of execution of this Deed;
- f) The FIRST PARTY shall defend, indemnify, and hold harmless the SECOND PARTY against any third-party claims relating to the title or transfer rights of the FIRST PARTY over the Said Property.

3.2 The SECOND PARTY shall be entitled to obtain mutation of name in all public records, including with the Noida Authority, Sub-registrar office Noida, and relevant local bodies, and obtain all necessary documents in the name of the SECOND PARTY at its own cost.

4. FINANCIAL ADJUSTMENT AND TAXES

4.1 The FIRST PARTY confirms that the total sub-lease consideration as specified in **Schedule-A** includes:

- (a) Base price of the Said Unit
- (b) Goods and Services Tax (GST) as applicable
- (c) Development charges, infrastructure charges, and other levies
- (d) Proportionate land premium and lease rent payable to the **Noida Authority** up to the date of handing over possession
- (e) All statutory charges and fees up to the date of handing over possession

4.2 The FIRST PARTY shall bear and pay all outstanding property taxes, municipal taxes, utility charges, and other dues related to the Said Land and Project up to the date of execution of this Deed.

4.3 The SECOND PARTY shall be liable for all property taxes, municipal taxes, proportionate ground rent/lease rent, user fees, and other statutory charges applicable to the Said Property from the date of execution/registration of this Deed onwards.

4.4 All stamp duty, registration fees, and other miscellaneous charges incurred in the registration of this Deed shall be borne exclusively by the SECOND PARTY.

5. OUTSTANDING LIABILITIES

5.1 The FIRST PARTY hereby covenants that it has discharged or shall discharge all outstanding liabilities, construction debts, mortgages, and financial charges created against the Said Land and Project before executing this Deed.

5.2 In the event that any hidden liability, charge, or encumbrance is discovered after the execution of this Deed, the FIRST PARTY shall be solely responsible for its settlement

and shall indemnify the SECOND PARTY against any losses or claims arising out of it.

6. POSSESSION AND HANDING OVER

6.1 The FIRST PARTY shall hand over physical and legal possession of the Said Property to the SECOND PARTY on [DATE] (or within _____ days of registration of this Deed) in a completed and ready-to-occupy condition, with all fixtures, fittings, and installations intact.

6.2 The SECOND PARTY shall take possession of the Said Property after visually inspecting and verifying compliance with the approved specifications, acknowledging its current "as-is" structural standing.

6.3 Upon handing over possession, all risks, damages, losses, and statutory operational liabilities related to the Said Property shall vest with the SECOND PARTY.

7. MAINTENANCE AND COMMON AREAS

7.1 The SECOND PARTY agrees to pay regular maintenance charges and common area maintenance (CAM) fees as determined by the Association of Allottees or the Maintenance Agency designated by the FIRST PARTY for the upkeep, security, and maintenance of common areas and facilities.

7.2 The SECOND PARTY shall comply with all rules, regulations, bye-laws, and restrictions stipulated by the FIRST PARTY, Association of Allottees, or Maintenance Agency regarding the operational use and maintenance of the Said Property.

8. BUILDING COVENANT AND RESTRICTIONS

8.1 The SECOND PARTY shall not make any structural alterations, additions, or modifications to the internal layout or structural framework of the Said Unit without

obtaining prior written consent from the FIRST PARTY, the Noida Authority, and other Competent Authorities as per RERA regulations.

8.2 The SECOND PARTY shall not engage in any unlawful, hazardous, offensive, or anti-social activities within the Said Property or the Project.

8.3 The SECOND PARTY shall use the Said Property exclusively for commercial purposes as originally sanctioned and approved by the Noida Authority.

8.4 The SECOND PARTY shall have the right to sub-let, lease, assign, or transfer its sub-leasehold rights in the Said Property, subject to prior written notice to the Association of Allottees/First Party and strictly complying with the rules, regulations, guidelines, processing fees, and transfer charge frameworks stipulated by the **Noida Authority** and applicable laws.

9. COMPLIANCE WITH APPLICABLE LAWS

9.1 Both parties agree to comply with all applicable laws, rules, regulations, bye-laws, and orders of the Competent Authority, including but not limited to:

- (a) Real Estate (Regulation and Development) Act, 2016 (RERA)
- (b) Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010
- (c) Building Bye-laws of the New Okhla Industrial Development Authority (Noida Authority)
- (d) Municipal Corporation/Local Authority Rules and Regulations
- (e) Income Tax Act, 1961
- (f) Central and State Goods and Services Tax (GST) Acts and Rules
- (g) The Uttar Pradesh Industrial Area Development Act, 1976

10. ENVIRONMENTAL AND POLLUTION COMPLIANCE

10.1 The FIRST PARTY confirms that the Project complies with all environmental regulations and has obtained necessary clearances from the Competent Environmental Authorities.

10.2 The Said Property is constructed with adherence to green building norms and energy conservation standards as applicable at the time of plan sanction.

11. INSURANCE AND STRUCTURAL SAFETY

11.1 The SECOND PARTY agrees to obtain comprehensive insurance coverage for the interior contents, stocks, fixtures, and third-party liabilities within the Said Property at its own cost from the date of possession.

11.2 The FIRST PARTY confirms that the Project has been constructed with full structural safety compliance against earthquake and fire hazards, and all necessary safety certifications have been obtained from the Competent Authorities.

12. REPRESENTATIONS AND ACKNOWLEDGMENTS

12.1 The SECOND PARTY hereby represents and acknowledges that:

- (a) The SECOND PARTY has thoroughly inspected the Said Property and is satisfied with its condition, quality, construction, and location;
- (b) The SECOND PARTY has examined all relevant documents, approvals, clearances, and plans related to the Said Property and the Project;
- (c) The SECOND PARTY has conducted independent legal due diligence and is fully aware of the title, boundaries, liabilities, and all legal aspects of the leasehold rights of the Said Property;

- (d) The SECOND PARTY accepts the Said Property in its current structural completion with all visible and apparent features;
- (e) The SECOND PARTY shall not raise any unreasonable objections or claims regarding the basic layout design, construction fittings, or fixtures that match the approved RERA registration specifications;
- (f) The SECOND PARTY has obtained all necessary advice from legal, financial, and technical professionals before entering into this Deed.

13. AUTHORITY AND EXECUTION

13.1 The FIRST PARTY hereby confirms that it is fully authorized to execute this Deed and has obtained all necessary Partnership Resolutions and approvals from its constituents to conclude this transaction.

13.2 The authorized signatory executing this Deed on behalf of the FIRST PARTY has been duly authorized vide Partnership Resolution dated [•].

14. DISPUTE RESOLUTION

14.1 Any dispute or disagreement arising from this Deed shall first be resolved through mutual discussion and amicable reconciliation between the parties.

14.2 If the dispute cannot be resolved through negotiation, either party may refer the matter to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

14.3 The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties, and the seat and venue of arbitration shall be Noida, Uttar Pradesh.

14.4 Nothing in this clause shall prevent either party from approaching the UP RERA Authority, Real Estate Appellate Tribunal, or a competent court of law as provided under the provisions of the RERA Act, 2016.

15. NOTICES

15.1 All communications, notices, and demands relating to this Deed shall be in writing and shall be deemed to have been duly served if delivered personally or sent through registered post with acknowledgment due or courier to the addresses specified by the parties herein.

15.2 Any change of address shall be communicated in writing to the other party within 15 days of such change.

16. ENTIRE AGREEMENT

16.1 This Deed, along with the schedules annexed hereto, constitutes the entire agreement between the parties concerning the sub-lease and transfer of the Said Property and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

16.2 Any modification or amendment to this Deed shall be made only through a written supplementary deed duly signed and registered by both parties at the SRO.

17. GOVERNING LAW AND JURISDICTION

17.1 This Deed shall be governed by and construed in accordance with the laws of the Republic of India, particularly:

- (a) The Transfer of Property Act, 1882
- (b) The Indian Contract Act, 1872
- (c) The Real Estate (Regulation and Development) Act, 2016
- (d) Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010
- (e) The U.P. Industrial Area Development Act, 1976

17.2 The District Court of Gautam Buddha Nagar / Civil Courts having jurisdiction over Noida shall have exclusive jurisdiction to entertain any suit or proceeding arising from this Deed.

18. SEVERABILITY

18.1 If any clause or provision of this Deed is found to be invalid, illegal, or unenforceable by any competent court or authority, such clause shall be severable, and the remaining clauses shall continue to be in full force and effect.

19. INTERPRETATION

19.1 In this Deed, unless the context otherwise requires:

- (a) Words importing the singular include the plural and vice versa;
- (b) Words importing masculine include feminine and neuter genders;
- (c) Words importing persons include companies, partnerships, LLPs, and associations;
- (d) References to clauses, schedules, and annexures refer to clauses, schedules, and annexures of this Deed;
- (e) "Day" means calendar day, "Month" means calendar month, and "Year" means calendar year;
- (f) Headings are for reference purposes only and do not form part of the operative provisions.

20. REGISTRATION AND EXECUTION

20.1 This Deed shall be registered with the Sub-Registrar's Office, Noida, District Gautam Buddha Nagar, in accordance with the provisions of the Registration Act, 1908.

20.2 Both parties agree to execute all necessary forms, clear outstanding registration tokens, and present themselves for registration within _____ days of the date of this Deed.

IN WITNESS WHEREOF

The parties have executed this Deed on the date and place first mentioned above.

[SIGNATURES]

FIRST PARTY / SUB-LESSOR

M/S VERTEX CONSTRUCTION

By: _____

Name: **SH. VIJAY KUMAR AGGARWAL**

Designation: Authorized Partner

Date: _____

Signature: _____

SECOND PARTY / SUB-LESSEE

(Individual/Company Name)

By: _____

Name: _____

(Signature of First Sub-Lessee / Authorized Signatory)

Date: _____

(Name & Signature of Second Sub-Lessee, if applicable)

SCHEDULES

SCHEDULE-A: PAYMENT SCHEDULE AND FINANCIAL DETAILS

Detail	Amount
Base Price of Unit	Rs. _____
Goods and Services Tax (GST)	Rs. _____
Development Charges	Rs. _____
Infrastructure Charges	Rs. _____
Noida Land Premium / Ground Lease Rent Allocation	Rs. _____
Parking Charges (if any)	Rs. _____
Total Sub-Lease Consideration	Rs. _____
Amount Paid as Token/Application Fee	Rs. _____
Amount Paid During Construction	Rs. _____
Balance Amount Paid	Rs. _____
Total Amount Received	Rs. _____

Mode of Payment: [Cheque / NEFT / RTGS / DD]

Date of Payment: _____

SCHEDULE-B: PROPERTY DESCRIPTION

1. PROJECT DETAILS

Particulars	Details
Project Name	Square 50
Category	Commercial
Location	Plot No – Comm-03, Sector-50, Noida, District Gautam Buddha Nagar, Uttar Pradesh
Total Project Area	812.73 Sq.m.
Approving Authority	New Okhla Industrial Development Authority (Noida Authority)
Sanction Letter No.	Sanction Letter No. 2026/01/07/13448
Sanction Letter Date	2026-01-07
Permit Validity	Up to 07.01.2031
RERA Registration No.	_____
Occupation/Completion Certificate	Granted on [Date] vide Letter No [•]
Main Lease Deed Reference	Executed on 30-05-2025 between Noida Authority and M/S Vertex Construction, registered on 02-06-2025 as Document No. 7694, Book No. 1, Jild/Volume No. 13958 at Pages 21 to 44 at SRO Noida-1.

2. UNIT DETAILS

Particulars	Details
Unit Number	[Unit No.]
Floor	[Floor Name]
Carpet Area (RERA)	[•] Sq.m. / [•] Sq.ft.

Super Built-up Area	[•] Sq.m. / [•] Sq.ft.
Unit Type	Shop / Store / Office / Commercial Space
Building/Block	[Building No.]

3. PARKING DETAILS

Particulars	Details
Number of Car Parking Spaces	[Number]
Parking Type	[Covered/Open]
Parking Location	[Location Details]
Parking Area	[•] Sq.m. / [•] Sq.ft.