

DRAFT SUBJECTED TO FINAL APPROVAL FOR THE CONCERNED AUTHORITY

TRIPARTITE SUB-LEASE DEED

The Circle Rates for the Farm House Plot No. FH-_____ Sector _____ is Rs. _____/- per sq.mtr.

Govt. Valuation : Rs. _____/-
Sale Consideration : Rs. _____/- (Rupees _____ Only)
Stamp Duty : Rs _____/-
Total Area : _____ sq.mtr.
Plot No. : _____/FH-_____, Sector _____

THIS SUB-LEASE DEED is made at Greater Noida on this day of..... 2017

BY AND BETWEEN

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section- 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter referred to as the “/LESSOR”), which expression shall unless the context does not so admit include its successor and assigns, of the **FIRST PART**.

AND

M/s _____, a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at _____ through its Authorized Signatory _____ R/o _____ duly authorized by the Board of Directors vide Resolution dated _____ (hereinafter referred to as the “LESSEE”), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **SECOND PART** (PAN No. _____)

AND

Name of allottee(s) 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 **THIRD PART**; (PAN _____)

WHEREAS: (ownership details of company)

- A. The Lessee had obtained approval of layout, of the proposed project ' _____ ' at Farm House plot no. FH-____, SECTOR _____ and developing all the internal roads, sewers, waterline, storm water, drain, electricity distribution lines and common services of the said project as per norms fixed by the Lessor, the said development shall be carried out only up to the boundary of individual farm house plot .The connection charges for services mentioned above shall be borne and payable by the Sub-lessee. (s)
- B. That the **sub-lessee** (s) will get approval of the building plans of his/her/their individual Farm House Plot from GNIDA and all the charges relating to the sanction of building plans will be borne by the **sub-lessee(s)** and the construction can be started only after getting approval from GNIDA. During the construction **sub-lessee(s)** will not any how damage the common area such as roads, sewer, water line etc., in case of damage the **sub-lessee(s)** shall bear the charges for repair/reinstallation. The **sub-lessee(s)** shall not have any right for construction of any type/nature, gardening, parking etc. in the open spaces in front of his/her/their Farm House Plot.

- C. The Sub Lessee named above, applied to the Lessee for allotment of a Farm House Plot and the Lessee allotted a Farm House Plot bearing No. _____ admeasuring approximately _____ sq mt in the said project , situated at FH-____, Sector _____ . (hereinafter referred to as “Said Plot”) on the terms and conditions as contained in the terms and conditions of Allotment dated _____ (hereinafter referred to as Allotment Letter) executed between the / Lessee and the Allottee(s)/Sub Lessee.
- D. The Third Party/Sub-Lessee(s) has carried out the inspection of the lease deed executed in favour of Second Party by the First Party, Layout plans of the said Project, and has satisfied himself/herself/themselves about the title and rights of the Second Party in respect of the aforesaid land. The Second Party has right to Carve and Develop the Farm House Plots on the said land and also has right to allot different Farm House Plots in the said Project. .

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

1. That the total consideration of the said plot is Rs. _____/- (Rupees _____ **Only**) which is being paid as per below:-

- A) That in consideration of the amount of Rs. _____/-(Rupees _____) paid by the Allottee/s/Sub-Lessee(s) to the Lessee, as per the payment details given below:-

Sr. No.	Cheque No.	Amount in Rs.	Bank
1			
2			
3			
4			
5			
6			
TDS			
TDS			
Total			

the receipt whereof the Lessee hereby admits and acknowledges, and the Allottee/s/Sub Lessee(s) agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment, the Lease Deed executed between the Lessor and the Lessee and the terms and conditions of Allotment Letter executed between the Allottee/s/Sub Lessee(s) and the Lessee, the Lessee doth hereby agrees to demise and the Allottee(s) /Sub Lessee(s) agrees to take on Sub-Lease the Said Plot together with all rights and easements whatsoever necessary for the enjoyment of the Said Plot subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

B) That the balance consideration amount Rs _____/- (balance premium) shall be paid by the sub-lessee(s) to the Lessor directly as per the schedule mentioned below:-

a) Old Installments

Installment	Due Date	Payable Premium	Payable Interest	Total payable Installment	Balance Premium
Installment No 1					
Installment No 2					
Installment No 3					
Installment No 4					
Installment No 5					
Installment No 6					

b) Reschedule Installments

Installment	Due Date	Payable Premium	Payable Interest	Total payable Installment	Balance Premium

Lessor

Lessee

Sub Lessee

Installment No 1					
Installment No 2					
Installment No 3					
Installment No 4					
Installment No 5					

2. That the Sub-lessee(s) shall be liable to make payments of balance premium as per the payment plan mentioned above to the LESSOR directly. The amount payable to LESSOR shall be paid along with the interest and the penal interest in case of any default shall also be applicable.
3. That the Lessor and the Lessee doth hereby grant Sub-Lease of the said Plot unto the said Sub-Lessee(s), for remaining unexpired period of Lease of said land in favour of the Lessee.
4. The vacant and peaceful possession of the Said Plot has been delivered to the Sub-Lessee(s) simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee(s) has satisfied himself/herself/themselves as to the area of the Said Plot, and the Sub-Lessee(s) has agreed not to raise any dispute at any time in future on this account.
5. That the up keeping and maintenance of the said project will be carried out by the LESSEE or its nominee. The allottee(s)/sub lessee(s) shall have to pay Rs. _____/- **per sq.mtr.** as interest free maintenance security deposit and Rs. _____/- **Per Sq.mtr.** along with service tax as applicable monthly maintenance charges of the said Plot area sub leased to him for the maintenance of the common area and the services of the project. The maintenance charges shall be applicable from the date of possession to the allottee(s)/sub lessee(s) . The Lessee shall have the right to apply all best possible methods available to him for collecting the maintenance charges. The sub-lessee (s) has executed separate agreement namely, Maintenance Agreement of the Project ,the sub-lessee(s) shall be bound by all the covenants and conditions mentioned therein.

6. That the electricity distribution lines of the said project shall be carried out only upto the boundary of individual farm house plot by the LESSEE. The individual electricity connection will be taken for the Farm House plot directly from the concerned authority/department by the Sub-Lessee(s).
7. The Sub-Lessee(s) shall get exclusive possession of the total area of the plot as mentioned above, the open spaces, public amenities, and other facilities will be the sole ownership of the LESSEE. The title of the Said Plot is being transferred to the Sub-Lessee(s) through this Sub Lease Deed.
8. That the title and interest of the Sub-Lessee(s) shall be confined in the land of the said plot only, sub-lessee(s) shall not be concerned with the remaining land of the Plot FH-03.
9. That as per the conditions contained in the said scheme brochure and the lease deed the permissible activities /use in the said Plot shall be as per mentioned below activities

One Dwelling Unit
Staff/ Servant Quarter
Guard Room
Swimming Pool
Dairy Farming/Poultry Farms
Orchard
Parks and Playgrounds
Parking Facilities
Plan Nursery
No other activity shall be permissible

The Sub-Lessee(s) undertakes to put to use the said Plot exclusively for purposes mentioned above and for no other use/mixed use whatsoever. Use of the Plot for purposes other than as mentioned above will render Sub-Lease liable for cancellation and the allottee/Sub-Lessee(s) will not be entitled for any compensation whatsoever as decided by LESSOR.

10. That except for the transfer of said Plot all common easementary rights attached therewith, the unallotted areas and shopping areas, if any, shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who have the right to dispose of these properties.
11. That the said Plot is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee(s) himself/ herself/ themselves to facilitate his/ her /their loan/ financial assistance for purchase of the said Plot.

12. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold's, earth, oils, quarries, in, over, or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on provided always that the Lessor shall make reasonable compensation to Sub-Lessee(s) for all damages directly occasioned by the exercise of such rights. The decision of the Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee(s).
13. That the Sub-lessee(s) shall be liable to pay the lease rent in respect to its allotted plot, the lease rent shall be payable from the date of booking of the said Plot for the balance lease period. The lease rent shall be calculated @ 2.5% per year of the total premium. After the execution of sub-lease deed of the Plot the sub-lessee(s) shall be liable to pay the lease rent to the LESSOR, the yearly lease rent shall be paid in advance @ 2.5% of the total premium for the first 10 years from the date of lease deed in favour of Lessee thereafter lease rent would be enhanced after every 10 year by 50% of the annual lease rent and other obligation along with interest @16% per annum compounded every half yearly in case of default shall also be applicable.
14. The sub-lessee(s) also has the option to pay "One Time lease Rent" i.e., lease rent equivalent to 11 years, of the rate prevailing at that time as one time lease rent, unless the LESSOR withdraws this facility. On payment of one time lease rent no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the sub-lease period, provided the sub-lessee(s) has paid the earlier lease rent dues upto date and the lease rent already paid will not be considered in One Time lease rent.
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, levied by the lessor and/or any other local or statutory authority/department from time to time in proportion to the area of the said Plot from the date of possession of the said Plot by the Sub-Lessee(s).
16. That the Sub-Lessee(s) 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 & conditions of Allotment as referred hereinabove, and

punctually observe the same in respect of the said Plot purchased by him. The Lease deed shall be deemed to be a part of this sub lease deed. The sub lessee confirms that he/she has received a copy of the said lease deed.

17. That the Sub-Lessee(s) shall not sell, transfer or assign the whole or any part of the said Plot to any one except with the previous consent in writing of the Lessor and on such terms and conditions including the transfer charges/ fees as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties.
18. That it will be necessary for the Sub-Lessee(s) to obtain a No Dues Certificate/NOC from the Lessee in case of subsequent sub lease for due incorporation of the particulars of the subsequent transferee(s) with the Lessee, and the said NOC will be issued by the Lessee upon payment of administrative charges @ 2% of the circle rate as prescribed by the Collector or sale consideration whichever is higher + service tax.
19. That whenever the title of the Sub-Lessee(s) in the said Plot 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/she/ they be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said Plot.
20. a) That whenever the title of the said Plot 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 for the Project Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Plot, failing which the transferee occupying the said Plot shall have to pay the outstanding dues before occupying the said Plot .
b) In the event of death of the Sub-Lessee(s), 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 Lessor and the Lessee/ Maintenance Agency (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, Lessor or any other Government Agency/ Department.

c) The transferee or the person, on whom the title devolves as the case may be, shall furnish to the Lessor and Lessee certified copies of documents evidencing the transfer or devolution within three months of such transfer or devolution.

21. That notwithstanding the reservations and limitations, as mentioned in Clause-15 above, the Sub-Lessee(s) shall be entitled to sublet the said Plot for purposes mentioned above only in accordance with law.
22. That the Sub-Lessee(s) may mortgage the said Plot in favour of the State or Central or financial institutions /commercial banks, etc., for raising loan with the prior permission of the Lessee in writing till the execution of Sub-Lease Deed. Subsequent to the execution of this Sub-Lease Deed, the Sub Lessee can mortgage the said Plot with the prior permission of the Lessor in writing. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said Plot as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court
23. That the Lessor and/or the Lessee and /or the Maintenance Agency and their employees shall have the right to enter into and upon the said Plot, in order to inspect, carry out repair work of the common services (if any) passing through the said Farmhouse Plot, 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 Sub-Lease and the Lessor/ Maintenance Agency will give notice of the provisions of this Clause.
24. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Plot any trade or business whatsoever or use the same or permit the same to be used for any purpose other than as mentioned above or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other Plot owners of the said Project and persons living in the neighborhood.

(b) The Sub-Lessee(s) will obey and submit to all directions, issues and regulations made by the Lessor 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 said Project.

25. That the Sub-Lessee(s) shall not in any manner whatsoever encroach upon any of the areas other than the allotted Plot area 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 Plot by the Sub-Lessee (s) shall be liable to be removed at his/her/their cost by the Lessor or by the Lessee and /or by the Maintenance Agency with the prior approval of the Lessor. The charges levied by the Lessor in this regard shall be finalized and binding on the sub-lessee(s).
26. The Sub-Lessee (s) shall not keep any hazardous, explosive, inflammable material in the said Plot or any part thereof. The Sub-Lessee(s) shall always keep the Lessor/ Lessee or its Maintenance Agency harmless and indemnified for any loss and/or damages in respect thereof.
27. That the Lessee/Sub Lessee(s) /Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral.
28. That the provisions of statutory laws, regulations and all the rules, wherever applicable, will be observed and complied with by all the Parties.
29. 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(s).
30. That the lessor shall be entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
31. 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 Lessee/Sub-Lessee(s).
32. That all powers exercised by the lessor under the lease may be exercised by the CEO of the lessor. The lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this lease. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the Chief Executive Officer.

33. 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.
34. That in case of any breach of the terms and conditions of this deed by the Sub-Lessee(s), and/or breach of terms and conditions of the Lease Deed executed between the Lessor and the Lessee and terms and conditions of Allotment for said Plot between the Sub-Lessee(s) and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Plot after determining the lease hold rights in respect thereof. On re-entry of the demised said Plot, if it is occupied by any structure built un-authorisedly by the Sub-Lessee(s), the Lessor and/or the Lessee will remove the same at the expense and the cost of the Sub-Lessee(s). Before exercising the right of re-entry, due notice to the Sub-Lessee(s) shall be given by the Lessor and/or the Lessee(s) to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.
35. 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).
36. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer/Chairman of the Lessor. The Lessor 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 Lessor with the functions similar to those of the Chief Executive Officer/Chairman.

SCHEDULE OF Farm House Plot

Farm House Plot bearing No. **GM-**_____ having a total area admeasuring _____ **Sq.mtr.** in the “_____” situated at Plot No. _____, Sector _____, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh (U.P.), as per the enclosed plan and bounded as follows:-

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

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

In presence of:

Witnesses:

Signed for & on behalf of the
Lessor/GNIDA

(1) Name: _____

Address: _____

Signed for & on behalf of the

LESSEE

(2) Name: _____

Address: _____

SUB-LESSEE/S