

This draft Sub-lease deed is subject to final approval of NOIDA at the time of execution

(Stamp Duty is paid according to chapter 3, Praroop-5KHA, Page No....., V-Code No..... of circle rate List)

SALE DEED FOR SUPERSTRUCTURE OF RESIDENTIAL UNIT AND SUB-LEASE DEED FOR LAND

Present Market Value	:	Rs./-
Total Sale Consideration	:	Rs.
...../- Stamp Duty	:	
Rs./- Unit No.	:	
..... Tower	:
Floor	: (Without Roof Right)
Total Super Area	:	Sq Ft.. i.e. Sq. Mtrs.
Covered Area/Built-up	:	Sq Ft.. i.e. Sq. Mtrs.
Car Parking	: Covered Car Parking Total Floor :
Circle Rate (Flat)	:	Rs. /- Per Sq. Mtr. Plus 15% Extra for Facilities i.e. Rs. /- Per Sq. Mtr.
Rebate For Floor	:	
Power Back Up	:	

For & on Behalf of Noida For Pvt. Ltd.

LESSOR

SUB-LESSEE

SUB-SUB-LESSEE (s)

Lift :
Club/Community Centre :
Gym :
Swimming Pool :

Sale Consideration Rs...../- Super AreaSq. Mtrs.
Stamp Duty Rs.-/-

This Tripartite Sub Lease Deed is made and executed at NOIDA on this _____ day of _____, 2017.

BETWEEN

New Okhla Industrial Development Authority, District. Gautam Budh Nagar, Uttar Pradesh, a Body Corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act 1976 (U.P. Act No.6 of 1976) (hereinafter referred to as The “LESSOR” which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part;

AND

M/s, a Company registered under the Companies Act 1956 and having its registered through its authorized signatory Shri._____, S/o_____,R/o_____ (hereinafter referred to as the “SUB-LESSEE” which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the Second Part;

AND

Mr./Mrs./Ms._____ S/o,W/o,D/o_____

—

—
R/O

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—

For & on Behalf of Noida For Pvt. Ltd.

LESSOR

SUB-LESSEE

SUB-SUB-LESSEE (s)

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(hereinafter referred to as the “SUB-SUB-LESSEE” which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, executors, administrators, legal representatives, permitted assigns) of the Third Part;

WHEREAS the land bearing plot no. SC-02/J & K (together admeasuring 72,000 square meters) situated at Sector 150, Noida, Uttar Pradesh (“Said Land”) was earmarked to be demised in favour of Lotus Greens Constructions Private Limited (“LGCPL”), being the relevant member of Lotus Greens Constructions Private Limited consortium, from the Plot SC02 by and under the letter dated 6th June, 2016 issued by Noida in favour of LGCPL (the “SubDivision Approval”).

AND WHEREAS in furtherance to the Sub-Division Approval, NOIDA executed the lease deed dated 20th November, 2015 for the Said Land, which is registered with the jurisdictional Sub Registrar, Noida as document no. 7360 on 20th November, 2015 (“Lease Deed”).

AND WHEREAS NOIDA vide its letter dated 6th June, 2016 bearing reference number Noida/Commercial/2016/471 had permitted for sub-lease of the Said Land in favour of Fest Homes Developers Private Limited (“FHDPL”) (which is a 100% subsidiary of LGCPL), by execution of a sub-lease deed (“Sub-Lease Approval”).

AND WHEREAS LGCPL (original Lessee of Said Land) has sub-leased the Said Land in favour of FHDPL vide sub-lease deed dated 15th June, 2016 registered with jurisdictional SubRegistrar as document number 6344 on 17 June, 2016 (“Sub-Lease Deed”).

AND WHEREAS Out of the Said Land, land admeasuring _____Square Meters (“Project Land”) with FAR utilization of ___Square Meters is earmarked for the purpose of building a residential project, comprising _____ multistoried apartment buildings and [insert any other components of the Project] and the said project shall be known as ‘_____’ (“Project”);

For & on Behalf of Noida For Pvt. Ltd.

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AND WHEREAS Sub-Lessee through the Homekraft Infra Pvt. Ltd (“Assignee”), without changing its role and responsibility as the terms of the Sub Lease Deed, has got constructed the project including the dwelling units on the terms and conditions laid down in the said Sub Lease Deed and the project/complex is called ‘PIOUS ORCHARDS’. It has various types of dwelling units in it. The Sub-Lessee has obtained part completion certificate from the competent authority for the project and Under the terms of said Sub-Lease Deed. The SubLessee through the Assignee can allot to its registrants a dwelling unit in project/complex, including undivided share in land, common areas and facilities appurtenant to the dwelling units on such terms as decided by the Sub-Lessee.

AND WHEREAS the Sub-Sub-Lessee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by Lessee through the Assignee at various stages, the Sub-Lessee has allotted and received consideration in the name of the Assignee mentioned herein and delivered possession of the dwelling unit bearing No. _____ on _____ Floor of Tower No. _____, admeasuring _____ square meters of the aforesaid Complex to the Sub-Sub-Lessee for the consideration which has already been paid. The Sub-Sub-Lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned Sub-Lease between the Lessor and the Sub-Lessee and on the terms and conditions hereunder.

The Sub-Sub-Lessee has carried out the inspection of the Building plans of the said 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.

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

That in consideration of the amount of Rs. _____/- (Rupees _____ only) which includes the cost of superstructure and the share of land, paid by the Sub-Sub-Lessee to the Assignee receipt whereof the Assignee hereby acknowledges and the Sub-Sub-Lessee agreeing to observe and perform the terms and conditions herein mentioned, the Sub-Lessee hereby sell, transfer and convey to the Sub-SubLessee the superstructure/built-up area of the Dwelling Unit Bearing No. _____ having Super Area _____ sq.ft. (_____ square meter) on _____ Floor with sanitary, electrical and other fittings, in the residential group housing scheme/project

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‘PIOUS ORCHARDS’ at Plot No. SC-02/J&K, Sector-150, NOIDA, Uttar Pradesh and more particularly described in Schedule hereunder written, and plan annexed hereto. The Sub-Lessee confirms that no further consideration is payable by Sub-Sub-Lessee to the Sub-Lessee.

The Sub-Lessee simultaneously does hereby also sub-leases unto the Sub-Sub-Lessee for the un-expired period of 90 years lease as granted by Lessor, which commenced on _____, on the following terms and conditions:-

1. That the vacant and peaceful possession of the super structure of the Dwelling Unit/Flat has been given by the Sub-Lessee to the Sub-Sub-Lessee with the execution of this Deed. The Sub-Sub-Lessee after inspecting the Dwelling Unit/Flat has satisfied itself about the specifications, quality of workmanship and material used, and undertakes not to raise any dispute or claim at any time in future against the Sub-Lessee in respect thereof.
2. That the Lessor has received one time Lease Rent of the plot from the Sub-Lessee and the Sub-Sub-Lessee is not liable to pay any Lease Rent to the Lessor during the unexpired portion of the said Lease of 90 years which commences on _____.
3. That the Sub-Sub-Lessee without any rebate or deduction whatsoever shall pay to the authority, all other taxes, charges, levies and impositions payable for the time being by the Sub-Lessee in relation to the proportionate share of the Sub-Sub-Lessee in the Land in Terms of the Sub-Lease Deed or otherwise.
4. That the Sub-Sub-Lessee shall pay all the Taxes, Other annual rent, compensation to the farmers, Metro Cess, any other cess, Goods and Services Tax (GST), Swachh Bharat Cess and Krishi Kalyan Cess etc., levies and impositions payable for the time being by the Sub-Sub Lessee as occupier of the said dwelling unit/flat as and when the same becomes due and payable and shall in addition thereto shall also pay all other liabilities charges for repairs, maintenance and replacement etc. as per Maintenance Agreement executed between the Sub-Sub-Lessee and Maintenance Agency as nominated by the Sub-Lessee.
5. That the said Dwelling Unit/Flat is free from all sorts of encumbrances, liens and charges etc. except those created at the request of the Sub-Sub-Lessee himself to facilitate his loan/financial assistance for the purchase of the said Dwelling Unit/Flat.

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6. That the up-keeping and maintenance of the project "Pious Orchards" shall be carried out by the Maintenance Agency till it be handed over to AAO as mentioned in UP Apartment Act-2010.
7. That the Electricity supply to the dwelling unit/flat of the project "Pious Orchards" has been provided from single point of electricity connection through separate meters. The maintenance charges of the project, Electricity consumption charges and Power Back-up Charges (if availed) will be charged through the electricity meter on prepaid basis, the electricity supply of the Dwelling Unit/Flat shall not be restored until the dues of any charges remains unpaid, interest @ 18% per annum shall be charged for the period of delay.
8. That for computation purpose, the super area means and includes the built up covered area of the flat plus proportionate areas under the corridors, passages, stair case, underground/overhead water tanks, munties, entrance lobbies, electric sub-station, pump house, shafts guard rooms, club and other common facilities, architectural features, lift wells, lift rooms, circulation area etc. The Sub-Lessee shall get exclusive possession of the built-up covered area of Flat/Dwelling and is being transferred the title of the same along with undivided, impartible, unidentified title to the share of the Land in the Housing Complex in proportion to the super area of the Said Dwelling Unit/Flat to the total super area constructed in the Housing Complex through this Tripartite Sub Lease Deed. The Sub-Sub-Lessee shall have no right, interest or title in the remaining part of the complex such as club facilities, parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, munties, pump house, shafts, architectural features, lift wells, lift rooms, circulation area, guard rooms etc., except the right of ingress and egress in common areas, which shall remain the property of the Sub-Lessee. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues.
9. That the Sub-Sub-Lessee shall not be entitled to claim partition of his undivided share/right in the land of the project "Pious Orchards" and same shall always remain undivided and impartibly and unidentified . It is further clarified that the interest of the Sub-Sub-Lessee shall be confined in the Said Land Only.
10. That the Sub-Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Dwelling Unit/Flat.

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11. That the Sub-Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease Deeds which are executed between the Lessor, Lessee and the Sub-Lessee and observe the same as applicable and relating to the land and the Dwelling Unit/Flat purchased by him.
12. That the Sub-Sub Lessee shall not sell, transfer or assign, mortgage or sublet the whole or any part of the said Dwelling Unit/Flat to anyone 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. The decision of the Lessor/Sub Lessee in respect of the transfer charges and permission for transfer will be final and binding upon the Sub-Sub-Lessee.
13. That the Sub-Sub-Lessee shall not mortgage the said dwelling unit/flat for securing any loan at any stage except with the prior permission of the Lessor in writing, which shall be obtained, or given by the Lessor as per terms of the Lease. Provided that in the event of the sale or forfeiture of the mortgaged or charged property the Lessor shall be entitled to claim and recover the amount payable to the Lessor on account of the unearned increase in the value of the proportionate land as aforesaid. The amount of Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the land and the amount payable by the Sub-Sub-Lessee to the Lessor shall be final and binding upon all concerned parties.
14. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Sub-Lessee shall be entitled to create tenancy of the whole of the Dwelling unit/Flat for the purposes of the private dwelling only in accordance with law.
15. That wherever the title of the Sub-Sub-Lessee in the Said dwelling unit/flat is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions contained herein or contained in the Lease Deed, Sub-Lease Deed and Tripartite Sub Lease Deed, executed between the Lessor, Lessee, Sub-Lessee and SubSub-Lessee, and and it shall be answerable in all respects thereof in so far as the same may be applicable and relate to the said land or the dwelling unit/flat.
16. That in the event of death of the Sub-Sub-Lessee, the person on whom the title of the deceased devolves shall within three months of the devolution, give notice of such devolution to the Lessor and the Sub-Lessee/maintenance agency/A.A.O.

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17. That the Sub-Sub-Lessee in terms of the lease shall from time to time and at all times pay directly to the lessor, the government or any other authority, Local bodies existing or to exist in future all rates, taxes charges and assessments livable by whatever name, in respect of the land or the Dwelling Unit/Flat which are now or may at any time hereinafter during the continuance of this Deed be assessed, charged or imposed upon the dwelling unit/flat hereby transferred or on the Sub-Sub-Lessee or its tenant/occupant in respect thereof.
 18. That the Sub-Sub-Lessee shall in all respects comply with and be bound by the building, drainage, and other bylaws of the Noida Authority or other Authority for the time being in force or to exist in future.
 19. That the Sub-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 Lessor/Sub-Lessee in writing.
 20. That the Sub-Sub-Lessee undertakes to put to use the said Dwelling Unit/Flat exclusively for the Residential use only and for no other use/mixed use whatsoever.
 21. That the Sub-Sub-Lessee shall not in any manner whatsoever encroach upon the common land areas and facilities and services not handed over to it. All unauthorized encroachments made shall be removed at the cost of the Sub-Sub-Lessee.
 22. That the Sub-Sub-Lessee shall not remove any walls of the said Dwelling Unit/Flat including load bearing walls and all the walls/structures of the same shall remain common between the Sub-Sub-Lessee and owners of the adjacent Dwelling Units/Flats.
 23. The Sub-Sub-Lessee will not undertake any alterations in his Dwelling Unit/Flat without prior written approval of the Sub-Lessee. 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 Dwelling Units/Flats. In Case damage is caused to an adjacent Dwelling Unit/Flat or common area, the Sub-Sub-Lessee will get the same repaired.
 - II. Changes that may affect the façade of the Dwelling Unit/Flat (e.g. changes in windows, tampering with external, changing of wardrobe position, changes
- For & on Behalf of Noida For Pvt. Ltd.

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the paint color 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.)

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

24. That the Sub-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 Dwelling Unit/Flat should be made without consulting a qualified structural consultant and without the written permission from the Sub-Lessee or the Lessor, 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 only by qualified or experienced plumber in the building. The plumbing network inside the Dwelling Unit/Flat 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, 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-Sub-Lessee shall not cover the balcony/terrace of his Dwelling Unit/Flat by any structure, whether permanent or temporary
- IX. The Sub-Sub-Lessee shall ensure that all water drains in the Dwelling Unit/Flat (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e. he should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
- X. Sub-Sub-Lessee should avoid random parking of his vehicle and use only his allotted parking bay.
- XI. In case Sub-Sub-Lessee rents out the Dwelling Unit/Flat, he is required to submit all details of the tenants to the Maintenance Agency/Association of Dwelling Owners.
- XII. The Sub-Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile.
- XIII. Sub-Sub-Lessee is not allowed to put the grills in the Dwelling/Unit/Flat as per individual wish, only the designs approved by the Lessee will be permitted for installation.

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25. That the Sub-Sub-Lessee of the Ground Floor dwelling unit/flat in the Housing Complex will be entitled to the use of the sit out area earmarked for such Dwelling Units/flats, for the limited purpose of keeping the same as green. No construction, temporary or permanent is permitted on such sit out areas. The right of Sub-Sub-Lessee shall however be subject to provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any amended thereafter.

26. That the Sub-Sub-Lessee of Top Floor dwelling unit/flat shall not have any exclusive rights of use of the terrace above the dwelling unit/flat. However, all the Sub-Sub-Lesseees of the complex shall have right to use the terrace at reasonable time for maintenance/upkeep of water tanks, fixing of T.V. antennas or any other purpose requiring use of the terrace. The terrace shall also be available to the occupants of the building/tower in times of emergencies like fire and other emergencies. No construction, temporary or permanent, is permitted upon the terrace or any part thereof. The right Sub-Sub-Lessee shall however be subject to provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any rules and amended thereafter.

27. That the Sub-Lessee/Sub-Sub-Lessee shall on the expiry of the lease of the land, peacefully hand over the said land unto the Lessor after removing the superstructure within the stipulated period. The land hereby sub leased shall always remain undivisible and unidentified. Similarly the Sub-Sub-Lessee shall have the right of usage of common areas and will not have any right of possession of the same.

28. That the Sub-Sub-Lessee shall insure the premises comprehensively either singly or collectively with other Sub-Sub-Lesseees and keep the insurance current at all times. The Sub-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.

29. That the Sub-Sub-Lessee may get insurance of the contents lying in the said Dwelling Unit/Flat at his own cost and expense. The Sub-Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/Complex or any part thereof. The Sub-Sub-Lessee shall always keep the Lessee or its maintenance agency

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or association of Apartment Owners, harmless and indemnified for any loss and/or damages in respect thereof.

30. That the Sub-Lessee/Sub-Sub-Lessee and all other persons claiming under it shall ensure that the premises are kept in good shape and repairs and that no substantial material damages are caused to the premises or to the sanitary works therein.
31. That the Stamp duty, registration charges and other all incidental charges required for execution and registration of this Tripartite Sub Lease Deed shall be borne by the SubSub-Lessee.
32. That after this Deed is executed, no disputes or differences relating to the registration, booking and allotment and in all such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Sub-Lessee/ Sub-SubLessee would be entertained. That all disputes, including arbitration, if any, still arising with regard to the terms and conditions of this deed and interpretation thereof, the same shall be subject to the jurisdiction of Distt. Court, Gautam Budh Nagar, and the High Court of Judicature, Allahabad.
33. That in case of any breach of the terms and conditions of this Deed by the Sub-SubLessee, the Lessor will have the right to re-enter the demised dwelling unit/flat after determining the sub lease. On re-entry of the demised dwelling unit/flat, if it is occupied by any structure build in an un-authorized manner, by the Sub Lessee/Sub-Sub-Lessee, the Lessor will remove the same at the expenses and cost of the Sub Lessee/Sub-SubLessee. At the time of re-entry of the demised dwelling unit/flat the Lessor may re-allot the same to any other person.
34. That if the Sub-Sub-Lessee is found to have obtained the allotment, sub lease of the demised premises by any mis-representation /mis-statement or fraud this deed may be cancelled and the possession of the demised premises may be taken over by the Lessor and the Sub Lessee/Sub-Sub-Lessee in such an event will not be entitled to claim any compensation in respect thereof.
35. 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 and statutory laws, wherever applicable, will be observed and complied with by all the parties.

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36. That all notices, orders and other documents required under the terms of the sub lease or under the Uttar Pradesh Industrial Area 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 modification) Act 1974 (U.P. Act No. 30 of 1974). The Rules/ Regulation of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & maintenance) Act, 2010 (as amended from time to time) shall be applicable on Sub Lessee/Sub-Sub-Lessee.
37. That all powers exercisable by the Lessor under the deed may be exercised by the Chairman/Chief Executive Officer of the Lessor. The Lessor may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chairman/Chief Executive Officer shall include the Chief Executive Officer for time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chairman/Chief Executive Officer.
38. The Chief Executive Officer of the Lessor reserves the rights to make such addition alteration or modifications 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 Sub Lessee/SubSub-lessee.
39. That all clauses of the Lease Deed dated 20 November 2015 in favour of Lotus Greens Constructions Private Limited and Sub-Lease Deed in favour of "Fest Homes Developers Private Limited" on dated 15 June 2016 shall be applicable to this Deed also. In case of any repugnancies of any provision of the Lease Deed, Sub-Lease Deed and this Deed the provisions under former shall prevail.
40. That the Lessor shall have the right to recover the dues, if any, from the Sub Lessee/SubSub Lessee or their successors as per rules, as per the rate of interest as per terms and conditions laid in the Lease-Deed/ Sub Lease Deed/Tripartite Sub Lease Deed.
41. That the Sub-Lessee/Sub-Sub-Lessee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly the Chief Executive Officer or any officer authorized, by Chief Executive Officer, Noida will have the power to get the maintenance done through

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the authority and recover the amount so spent from the Sub-Sub-Lessee. The Lessee and Sub-Sub-Lessee will be individually and severally liable for payment of the maintenance amount.

42. The rules/regulations of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act. 2010 (as amended from time to time) shall be applicable on the Sub-Lessee/Sub-Sub-Lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, Noida in this regard shall be final and Binding upon the parties concerned.
43. That the Sub-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-Sub-Lessee/Tenant shall also not display or exhibit any advertisement or placard in any of the exterior wall of the exterior wall of the building, except at a place specified for the purpose.
44. That the Sub-Sub-Lessee shall not put up any name of 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.
45. That the Sub-Lessee has provided certain recreational facilities for the common use of the occupants of the complex. The Sub-Lessee shall be entitled to use the same and shall at all times abide by the rules/regulations framed by the Sub-Lessee for the use of such facilities.
46. That other Terms & Conditions of the brochure of scheme, allotment, Lease Deed, Sub-Lease Deed & building bye-laws as amended from time to time shall be binding and shall be applicable on the Sub-Lessee/Sub-Sub-Lessee.

SCHEDULE OF FLAT/DWELLING UNIT

Residential Flat/Dwelling Unit No. _____ on _____ Floor in the Project/Complex known as “_____” constructed upon Plot No. _____ Sector-____, NOIDA, Uttar Pradesh. having Super Area of _____ sq.ft. (_____ sq.mtrs.) Carpet Area _____ (sq.mtrs) comprising of Drawing-cum-Dining, _____ Bed Rooms, _____ Kitchen, _____

For & on Behalf of Noida For Pvt. Ltd.

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Toilets, _____ Balconies together with proportionate undivided impartible interest in land on sub-lease basis, as per enclosed plan, and bounded as follows:

East: }
West: }
As Per Lease- } Plan
South: } Attached.
North: }

IN WITNESS WHEREOF, the parties have signed and executed this Deed on the day, month and year above written in the presence of: -

SIGNED AND DELIVERED BY

WITNESSES:

1. (LESSOR)
FOR & ON BEHALF OF
(New Okhla Industrial Development Authority)

2. (SUB-LESSEE/LESSEE)
FOR & ON BEHALF OF
(..... Private Limited)

(SUB-SUB-LESSEE(s))

For & on Behalf of Noida For Pvt. Ltd.

LESSOR

SUB-LESSEE

SUB-SUB-LESSEE (s)