

## TRIPARTITE SUB-LEASE DEED

Govt. Valuation	Rs. _____/-
Sale Consideration	Rs. _____/-
Stamp Duty	_____/-
Carpet Area	_____ Sq.mtr.(_____ Sq.ft.)
Flat/Apartment No.	_____, _____, Block/Tower "_____"

**THIS SUB-LEASE DEED is made at Greater Noida on this \_\_\_\_\_ day of \_\_\_\_\_ of 202\_.**

**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 OCEAN INFRAHEIGHTS PRIVATE LIMITED**; incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Plot No. – 11, Sector-Techzone-IV, Greater NOIDA (West), Gautam Buddha Nagar, Uttar Pradesh and having corporate office at H-191, Sector-63, NOIDA, Gautam Buddha Nagar, Uttar Pradesh, PIN-201301, through its Authorized Signatory, duly authorized vide its Board's 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:AABCO7770M)**

**AND**

\_\_\_\_\_ **And** \_\_\_\_\_ **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 **THIRD PART; (PAN-\_\_\_\_\_ PAN-\_\_\_\_\_)**

**WHEREAS:**

**A.** The GNIDA as Lessor invited bids under their Scheme No. \_\_\_\_\_ for allotment of various plots for development in Greater Noida, District Gautam Buddha Nagar, Uttar Pradesh

- B.** M/s U.Y. Industries Pvt. Ltd. was allotted land from Greater Noida industrial Development Authority (A Body Corporate constituted under U.P Industrial Development Area Act,1976), on leasehold basis under scheme - \_\_\_\_\_for\_\_\_\_\_. The company succeeded in the bidding process and subsequently was allotted Plot No. 11, Sector Techzone-IV, Greater NOIDA (West), Gautam Buddha Nagar, Uttar Pradesh vide its allotment letter No. IND/IT/2008/177, dated 26.11.2008, Area Measuring 1,00,035.70 SQ. MTRS.
- C.** M/s **U.Y. Industries Pvt. Ltd.** has taken over physical possession of the said Plot on 23/07/2013, after executing the Lease Deed dated 23/07/2013 and got it registered with Sub-Registrar Sadar, Gautam Buddha Nagar on dated 23/07/2013 vide Book No. 01, Volume No.13787 from Pages 133 to 162, and bearing document No.18290.
- D.** WHEREAS as per the order of Hon'ble High Court of Bombay, dated 20.11.2015, in Writ Petition no.- 471 of 2015 and order of Hon'ble High Court of Allahabad, dated 11.07.2016, in Writ Petition no.- 50 of 2015, the Greater NOIDA Industrial Development Authority (GNIDA) has transferred the said property in favour of Ocean Infraheights Private Limited from U.Y. Industries Pvt. Ltd., through its letter no.- ग्रे.नो/आईटी/2016/9278 dated 22.12.2016.
- E.** The Lessee is constructing / has constructed IT/ITES complex on the land totaling 1,00,035.70 Sq. Mtrs., known as Golden I on Plot No. 11 of Sector Techzone-IV, Greater NOIDA (West), Gautam Buddha Nagar, Uttar Pradesh (Hereinafter referred to as "Project Land") after getting the Building Plan duly approved from Greater Noida Industrial Development authority (GNIDA) with UP RERA registration number \_\_\_\_\_, and Lessee is conveying the said apartment/flat to the Allottee(s)/Sub-Lessee on Sub-leasehold basis.
- F.** The Sub-Lessee(s) has Full knowledge of applicable laws, notification, rules, regulations and policies applicable to the said land/housing complex as framed by Government, Greater Noida Industrial Development authority (GNIDA), and has acknowledged and understood that stipulations, terms and conditions contained in the said Lease Deed executed by and between the Greater Noida Industrial Development authority (GNIDA) Lessor and M/s Ocean Infraheights Pvt. Ltd. Lessee (Sub-Lessee) shall form integral part and parcel of this allotment, and the Sub- Lessee(s) has confirmed and assured the Lessee that he shall abide the laws and rules in this regard.
- G.** Upon partial completion of construction of Said Complex, an application was submitted by the Lessee to GNIDA for grant of completion/occupation certificate. Thereafter, GNIDA vide its letter No.\_\_\_\_Dated\_\_\_\_has granted partial completion/occupation certificate in respect of the Towers, namely being part of the Said Complex, on the conditions as contained therein.

- H. On an application submitted by the Sub-Lessee(s), the Lessee agreed to allot, vide an Agreement dated \_\_\_\_\_(hereinafter referred to as “**Agreement**”) duly executed between them an Apartment **bearing No.** (herein “**Said Apartment**”), on \_\_\_\_\_ **Floor** in **Tower-**\_\_\_\_, **Block**\_\_\_\_(herein “**Said Building**”), in the Said Complex, having a Carpet area measuring\_\_\_\_\_as per annexed map along with undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the common areas of the Said Building, including all easementary rights attached thereto, and also with usage rights of \_\_\_\_\_**COVERED** parking space.
- I. The Sub-Lessee(s) have been provided by the Lessee with all the relevant information’s, documents, building plans and such other credentials with respect to its rights, title and interest in the Project Land, and its competency, facilities and basic infrastructure provided in the Said Building. The Sub-Lessee(s) have confirmed that they have examined the said documents, building plans, etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Lessee in the Project Land/Said Complex/ Said Building and have also understood all limitations and obligations of the Lessee in relation thereto. The Sub-Lessee(s) herein, thus, has relied solely on their own judgment while deciding to seek allotment of the Said Apartment. There has never been any objection by the Sub- lessee(s) in this respect after the allotment of the Said Apartment by the Lessees, and as such, pursuant to the allotment, the Allottee(s)/Sub-Lessee(s) are now entering into this Sub-Lease Deed in respect of the Said Apartment.
- J. For the purposes of this Sub-Lease Deed, “Common Areas and Facilities “means and includes:
- (i) the land on which the Said Building is located and all easements, rights and appurtenances belonging thereto and the Said Building;
  - (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, stair-way, and entrances and exits of the Said Building;
  - (iii) The community / club building, swimming pool, gymnasium, parks and gardens in the Said Complex.

- (iv) installations of common services such as power, light, sewerage treatment plant and rainwater harvesting in the Said Complex;
- (v) the elevators, tanks, pumps, motors, expressers, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors; and
- (vi) Circulation area, service areas including but not limited to, machine room, overhead water tanks, stores etc., architectural features, if provided and security control rooms.

**K.** All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas & facilities and shall be reserved for use of certain apartment or apartments to the exclusion of other apartments without the interference of other apartment owner(s).

“Limited common areas and facilities”, means those common areas and facilities within the Said Building earmarked/ reserved including Open / Covered parking spaces, storages etc. for use of certain apartment or apartments to the exclusion of other apartments.

**L.** The Allottee(s)/Sub-Lessee(s) , since have paid the total agreed consideration to the Lessee as mentioned hereinafter, the Lessee, by virtue of this Sub-Lease Deed, jointly and severally, transferring and conveying their respective rights, title, claim and interest in the Said Apartment to the Allottee(s)/Sub-Lessee(s) , on the terms and conditions, as set out hereinafter

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

**1.** That in consideration of the amount **Rs.**\_\_\_\_\_/- paid by the Allottee(s)/Sub-Lessee(s) to the Lessee, 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 Agreement, the Lease Deed executed between the Lessor and the Lessee and the terms and conditions of Agreement executed between the Allottee(s)/Sub Lessee(s) and the Lessee, the Lessee doth hereby agrees to demise and the Allottee(s) agrees to take on Sub-Lease the Said

Flat/Apartment 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 easements whatsoever necessary for the enjoyment of the Said Flat / Apartment along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

2. That the Lessor and the Lessee doth hereby grant Sub-Lease of the said Flat/Apartment unto the said Sub-Lessee, for remaining unexpired period of Lease of said land in favour of the Lessee.
3. The vacant and peaceful possession of the Said Flat/Apartment has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself/herself/themselves as to the carpet-area, Exclusive Balcony / Verandah / Open Terrace Area facilities and amenities and design of the Said Flat/Apartment, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
4. The Said Flat/Apartment hereby sold, conveyed and assured under this Sub-Lease Deed is free from all sorts of encumbrances or charges (except those created on request of the Allottee(s)/Sub-Lessee(s) to obtain housing loan for purchase of the Said Apartment), transfers, easements, liens, attachments of any nature whatsoever and the Lessee have unencumbered, good, subsisting and transferable rights in the same.
5. In case the Allottee(s)/Sub-Lessee(s) have availed of a loan facility from their employer or financing bodies to facilitate the purchase of the Said Flat/Apartment, then in that case; (a) the terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s)/Sub-Lessee(s) only, and (b) the Allottee(s)/Sub-Lessee(s) shall alone be responsible for repayment of dues of the financial institution/agency along with interest / penalty accrued thereon or any default in re-payment thereof.
6. For Computation Purpose, 'Carpet Area' shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area

- 7.** The Allottee(s)/Sub-Lessee(s) shall get exclusive possession of the covered/ built-up area of the Said Apartment. The Allottee(s)/Sub-Lessee(s) shall also have undivided proportionate share in the common areas and facilities within the Said Building and shall use such common areas and facilities harmoniously with other occupants of the Said Building without causing any inconvenience or hindrance to any of them. The Allottee(s)/Sub-Lessee(s) shall also be entitled to use the general common areas and facilities within the Said Complex, earmarked for common use of all the occupants of the same. Further, the use of such common areas and facilities within the Said Building and/or of the Said Complex shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.
- 8.** Except for the Said Apartment, conveyed herein along with all common easementary rights attached therewith, including undivided right of use of all common areas and facilities and of ingress and egress over common areas within the Said Complex, which may be within or outside the foot print of the Said Building, all rights and interest in all un-allotted / unsold areas in the Said Building / Said Complex, open spaces, roofs / terraces of Said Building, basements, parking spaces (except those which are specifically allotted), common areas and facilities shall continue to vest in the Lessee and the Lessee shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode, which the Lessee may deem fit in their sole discretion.
- 9.** The Allottee(s)/Sub-Lessee(s) shall not be entitled to claim partition of their undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.
- 10.** The Allottee(s)/Sub-Lessee(s) shall not cover or construct any structure in around, above or below or encroach upon the covered / open car parking space specifically earmarked for the use of the Said Apartment. It is so understood and made clear that the designated parking space does not have independent legal entity and shall always remain attached to and is an integral part of the Said Apartment and shall in no case be dealt with in any manner in separation from the same. Whenever, the Said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously.
- 11.** The Allottee(s)/Sub-Lessee(s) shall abide by and observe all the conditions, terms and covenants of the Sub-Lease Deed, approvals governing the Said Building / Said Complex, rules framed by the Lessee and / or the nominated maintenance agency (Facilities Management Agency / FM Agency) , Apartment Owners Association(s) and all

laws, bye-laws, rules and regulations stipulated by GDA including the conditions mentioned in the completion certificate, referred herein above, and/or the Municipal, Local and other Government or Statutory bodies and to abide the provision of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, Real Estate (Regulation and Development) Act, 2016 and rules made thereunder, and shall remain responsible and shall keep the Lessee and owners/ occupiers of other apartments in the Said Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

- 12.** That the Lessor reserves the right and title to all mines and minerals, coals, washinggold'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 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.
- 13.** That the Sub-Lessee shall not sell, sub-lease, transfer, mortgage or assign the whole or any part of the said Flat/ Apartment 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.
- 14.** That whenever the title of the Sub-Lessee in the said Flat/ Apartment 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 Flat/Apartment.
- 15.** The Allottee(s)/Sub-Lessee(s) have already paid the sale consideration, as stated hereinabove, and all other dues/charges, which are payable from the date of application and/or, in terms of the Agreement, referred herein-above. However, if any additional charges including increase in development charges, levies, rates, taxes, demands etc. including service tax, GST, VAT / Works Contract Tax, development charges for the provision of peripheral and / or external services or for any other reason attributable to the Said Apartment / Said Building/Said Complex, are levied in future retrospectively

or otherwise, then the same shall be treated as unpaid consideration of Said Apartment payable by the Allottee(s)/Sub-Lessee(s) and the Lessee shall have first charge / lien on Said Apartment for recovery of the same.

**16.** The Lessee have agreed to organize operation, upkeep and maintenance of various services and facilities provided in the Said Complex as a facilitator through its nominated agency, (herein "**Maintenance Agency**") for the initial period of one year from the date of issue of completion certificate or the date by which seventy five percent of the apartments have been handed over to the allottees, whichever is earlier in compliance with The Uttar Pradesh Apartment Act'2010. The Allottee(s)/Sub-Lessee(s) have agreed and undertaken to enter into a Maintenance & Management Agreement (herein "**Maintenance Agreement**") executed/to be executed between the Lessee, Allottee(s)/Sub-Lessee(s) & the Maintenance Agency. The Allottee(s)/Sub-Lessee(s) have undertaken to deposit with the Maintenance Agency, an Interest Free Maintenance Security (herein "IFMS"). For availing various services and facilities provided in the Said Complex/Said Building, the Allottee(s)/Sub-Lessee(s) have paid, in advance, for initial period of one year on account of Maintenance Charges towards recurring maintenance expenses, housekeeping, watch & ward charges & other expenses including administrative charges, etc., as per the terms of the Maintenance & Management Agreement. Thus, the Maintenance Agency shall be entitled to disconnect the said services and facilities including the electricity supply & power back-up in the event of default or delay / default in payment of said maintenances charges by the Allottee(s)/Sub-Lessee(s), after expiry of initial period. Allottee(s)/Sub-Lessee(s) may be permitted to transfer the Said Apartment after obtaining no dues from the Maintenance Agency.

**17.** The Maintenance & Management of the Said Complex shall be handed over to Apartment Owners Association within a period of one year from the date of issue of completion certificate or the date or by which sixty percent of the apartments have been handed over to the Allottee /Sub-Lessee, whichever is earlier. However, in case such Association is not formed, Maintenance Agency may opt to continue to provide maintenance and management services of the Said Complex and the Allottee(s)/Sub-Lessee(s) agree to continue paying the maintenance charges as may be decided by Lessee/Maintenance Agency in terms of the Maintenance & Management Agreement. The Allottee(s)/Sub-Lessee(s) promise agree and undertake to become member of such Apartment Owners Association and to pay membership fee on its constitution / formation as per its bye-laws.

- 18.** The Allottee(s)/Sub-Lessee(s) have reimbursed/agreed to reimburse to the Lessee such charges as demanded / may be demanded separately for making arrangements for providing sewerage, water and electricity connections, etc., to the Said Apartment from the peripheral services / connections provided by various authorities to the Said Complex at a single point. The Allottee(s)/Sub-Lessee(s) have also agreed and undertaken to pay electricity consumption charges to the Lessee or its nominated agency for supply of electricity to the Said Apartment from a Single Point Supply provided to the Said Complex by the (*name of authority*) or any such authority. The supply of the electricity shall be liable to be disconnected, if the bills for the same are not paid in the specified time.
- 19.** That in Future, if **Ganga water supply** is available, then it would be made available at the rates decided charged by the local authority. The cost of this additional pipe line would also be charged on proportional basis from the Allottee(s).
- 20.** The Lessee has provided power back-up system to each apartment and to the common services/facilities in the Said Building. The Allottee(s)/Sub-Lessee(s) shall be liable to pay regularly and timely the charges towards electricity consumed by the Allottee(s)/Sub-Lessee(s) through the power supply and proportionate running cost of power back-up system over and above the general maintenance charges, electricity consumed through the power back-up system at such rates, taxes, levies, service charges, etc., as determined by the Lessee / Maintenance Agency/ Apartment owners Association through pre-paid meters failing which supply of electricity through mains or power back-up can be discontinued by them. Supply of power backup/ electricity may be disconnected, and maintenance services may be stopped to the Said Apartment, in case of default by the Allottee(s)/Sub-Lessee(s) in payment of these amount.
- 21.** The maintenance of the Said Apartment including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee(s)/Sub-Lessee(s) from the date of the possession / deemed possession. Further, the Allottee(s)/Sub-Lessee(s) will neither themselves permit anything to be done nor caused to be done, which may damage any part of the Said Building, the staircases, shafts, common passages, elevators, adjacent apartment(s), etc., or violates the rules or bye-laws of the Local Authorities or the Apartment Owners Association.
- 22.** The Allottee(s)/Sub-Lessee(s) are not permitted to use the central green lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties, etc. If any common space is provided in the Said Complex / Club for organizing meetings and small functions, the same may be used by the Allottee(s)/Sub-Lessee(s)

on payment of such charges as may be fixed by the Lessee/ Maintenance Agency/ Apartment Owners Association from time to time.

**23.** The Lessee and/or Maintenance Agency/ Apartment Owners Association and their authorized staff and workmen shall always have the right to enter into and upon the Said Apartment or any part thereof at all reasonable hours to set right any defect in the Said Apartment or the defects in the apartments above or below or adjoining the Said Apartment and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables, etc., and the Allottee(s)/Sub-Lessee(s) covenants and agrees to permit them to do so. Any refusal by the Allottee(s)/Sub-Lessee(s) to allow such entry into or upon their apartment or any part thereof will be deemed to be a violation of this Sub-Lease Deed and violation of right of easement and right of usage of common services and facilities of other apartment owners and the Allottee(s)/Sub-Lessee(s) shall make themselves liable for legal actions for said violation.

**24.** It is made clear that the Maintenance & Management of the Said Complex shall be organized by Maintenance Agency or Apartment Owners Association through various outside/ outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the Lessee and / or Maintenance Agency/ Apartment Owners Association will be limited only to the extent of supervision to the best of its abilities subject to human limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements / arrangements entered into with them and to change any agency if its performance is not found satisfactory.

**25.** The responsibility of providing Watch & Ward Security services in the Said Complex shall be of the Maintenance Agency/ Apartment Owners Association who can entrust to some outsourced Security Agency. The Maintenance Agency and the security agency will be entitled to regulate entry into the Said Complex. The security agency may not guarantee or ensure full proof safety and security of the Said Complex or Allottee(s)/Sub-Lessee(s) residing in the Said Complex or their belongings and properties. It is made clear and agreed herein that neither the Lessee nor the Maintenance Agency or Apartment Owners Association shall have any financial / criminal liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime / mishap / accident occurring in the Said Apartment / Said Building / Said Complex or any part or portion thereof due to any lapse / failure / shortcoming on the part of the staff of the security agency and / or the Lessee / Maintenance Agency/ Apartment Owners Association.

**26.** The Lessee and the Maintenance Agency/ Apartment Owners Association shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Said Apartment or other apartments / Common Areas of the Said Building. The Allottee(s)/Sub-Lessee(s) shall keep Maintenance Agency/ Apartment Owners Association and the Lessee indemnified and harmless against any loss or damage that may be caused to the Apartment Owners Association /Maintenance Agency/ the Lessee and other apartment owners of the Said Building or their family members or any other persons or their properties in this regard.

**27.** The Lessee and the Maintenance Agency or Apartment Owners Association shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence and defaults of the aforesaid agencies in providing the stipulated / expected services. The Lessee and / or Maintenance Agency/ Apartment Owners Association shall not be liable for any default / deficiency in Maintenance & Management of the Said Complex by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The Lessee and Maintenance Agency/ Apartment Owners Association shall also not be liable for any loss, damage or physical injury which may be caused to the Allottee(s)/Sub-Lessee(s) or the family members, domestic staff, guests or any other persons / visitors on account of any human error or fault on the part of the employees of Maintenance Agency or Apartment Owners Association or the employees of any of the outsourced agencies providing services to the Said Complex or by reason of any circumstances beyond their control.

**28.** The existing use of the Said Apartment is residential and the Allottee(s)/Sub-Lessee(s) undertake to use the Said Apartment for residential purpose only. The Allottee(s)/Sub-Lessee(s) shall therefore not use the Said Apartment conveyed herein for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to the Lessee and/ or owners/occupants of other apartments in the Said Building.

**29.** The Allottee(s)/Sub-Lessee(s) shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax or any other such taxes, charges, levies, etc., which are imposed, levied or charged, under any law in force or that may hereafter be enforced, in respect of the Said Apartment, from the date of allotment of Said Apartment. So long as Said Apartment is not separately assessed for the taxes, duties, etc., the Allottee(s)/Sub-Lessee(s) shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the super area of the Said Apartment to the Lessee /, who on collection of the same from owners of all the apartments in the Said Complex shall deposit the same with the concerned Authority.

- 30.** All the provisions contained herein and the obligations arising hereunder in respect of Said Apartment / Said Building / Said Complex shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and / or subsequent purchasers / transferees of Said Apartment. Whenever the right, title and interest of the Allottee(s)/Sub-Lessee(s) in the Said Apartment is transferred in any manner whatsoever, the transferee(s) shall be bound by all covenants and conditions contained in this Sub-Lease Deed and the Maintenance & Management Agreement referred to elsewhere in this Sub-Lease Deed and they be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Apartment.
- 31.** The Allottee(s)/Sub-Lessee(s) shall not raise any construction temporary or permanent in or upon the Said Apartment nor shall they make any alteration or addition or sub-divide or amalgamate the Said Apartment. The Allottee(s)/Sub-Lessee(s) shall not demolish or cause to be demolished any structure of the Said Apartment or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or in any part thereof in view of structural safety of the Said Building. The Allottee(s)/Sub-Lessee(s) shall not remove the floor, roof and any walls of the Said Apartment including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the apartments above, adjoining and below it.
- 32.** The Allottee(s)/Sub-Lessee(s) shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the Said Apartment in any form. The Allottee(s)/Sub-Lessee(s) shall also not change the color scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design by causing any addition or alteration in the same or otherwise. Any such breach shall be treated as default and the same shall attract discontinuation of common services and facilities till the breach is satisfactorily rectified at the cost of the Allottee(s)/Sub-Lessee(s).
- 33.** The structures of the Said Building along with lifts, pump houses, generators and other common facilities etc., may be got insured by the Lessee or Maintenance Agency, under Fire and Special Perils Policy at the expense of the Allottee(s)/Sub-Lessee(s) provided all the occupiers / owners of all the apartments pay and continue to pay the proportionate charges to be incurred for the purpose of insurance and the Allottee(s)/Sub-Lessee(s) shall always be liable to pay proportionate cost thereof separately. The Allottee(s)/Sub-Lessee(s) shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. The said insurance shall not include

contents inside the Said Apartment and the Allottee(s)/Sub-Lessee(s) may get the same insured separately at their own cost and expense.

- 34.**In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the Lessee or Maintenance Agency, the Allottee(s)/Sub-Lessee(s) hereby authorizes the Lessee or Maintenance Agency, as the case may be, to lodge claim/s under the insurance policy and collect proceeds thereunder on behalf of the Allottee(s)/Sub-Lessee(s) and Lessee or Maintenance Agency for the respective rights and interests and further agrees that any discharges given by the Lessee or Maintenance Agency to the Insurance Company, its agents and/or its representatives will be binding on the Allottee(s)/Sub-Lessee(s) .
- 35.**The Allottee(s)/Sub-Lessee(s) shall not keep any hazardous, explosive, inflammable chemicals/materials etc. which may cause damage to the Said Building or any part thereof. The Allottee(s)/Sub-Lessee(s) shall be liable for the same and keep the Lessee and owners of other apartments in the Said Building indemnified in this regard.
- 36.**The Allottee(s)/Sub-Lessee(s) shall keep the Said Apartment properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Said Building or hinder the proper and responsible use of such portion(s) by the owners of other apartments. The Allottee(s)/Sub-Lessee(s) shall maintain at their own costs the Said Apartment including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the Said Building, more particularly the apartments adjoining and below it. The Allottee(s)/Sub-Lessee(s) shall keep the Lessee, and owners / occupiers of other apartments in the Said Building / Said Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Allottee(s)/Sub-Lessee(s) .
- 37.**The Allottee(s)/Sub-Lessee(s) shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to use. The Allottee(s)/Sub-Lessee(s) shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by them in the Said Apartment or on open/covered parking space(s) or on any common areas within the Said Building or within the Said Complex and shall be liable to be removed at their cost.

**38.** Neither the owners / occupants of the Said Apartment nor owners / occupants of other apartments in the Said Building will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase / driveway and any other common passage, services and facilities in any manner whatsoever. The common areas, e.g., staircase, driveway, passage, etc., will in no case be used for keeping / chaining any pets/ dogs or any animal / bird.

**39.** The Allottee(s)/Sub-Lessee(s) shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes, etc., at the external façade of the Said Building or anywhere on the exterior or on common areas or on roads of the Said Complex and shall be entitled to display their own nameplate only at the proper place, provided for the Said Apartment.

**40.** The Allottee(s)/Sub-Lessee(s) may undertake non-structural / interior decorations related alterations in their apartment only with the prior written approval of the Lessee. The Allottee(s)/Sub-Lessee(s) shall not be allowed to effect any of the following changes/alterations:

- (i) Changes, which may cause damage to the structure (columns, beams, slabs, etc.) of the Said Apartment or any part of adjacent units. In case damage is caused to an adjacent apartment or common area, the Allottee(s)/Sub-Lessee(s) will get the same repaired failing which the cost of repair may be deducted from the Allottee(s)/Sub-Lessee(s) 's IFMS;
- (ii) Changes that may affect the facade of the Said Building (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing 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 Said Building/Said Complex; and
- (iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Apartment

**41.** The Allottee(s)/Sub-Lessee(s) shall strictly observe the followings to ensure safety, durability and long-term maintenance of the Said Building:

- (i) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose;

- (ii) All the plumbing problems should be attended by a qualified or experienced plumber in the Said Building. The plumbing Network inside the Said Apartment is not to be tampered with or modified in any case;
- (iii) All the external disposal services to be maintained by periodical cleaning;
- (iv) The Allottee(s)/Sub-Lessee(s) shall not cover the balcony/ terrace of the Said Apartment by any structure, whether permanent or temporary;
- (v) No alteration will be allowed in elevation, even of temporary nature;
- (vi) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician;
- (vii) The Allottee(s)/Sub-Lessee(s) should make sure that all water drains in the Said Apartment (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below;
- (viii) The Allottee(s)/Sub-Lessee(s) should avoid random parking of their vehicle and use only allotted parking bay;
- (ix) If Allottee(s)/Sub-Lessee(s) rents out the Said Apartment, they are required to submit all details of the tenants to the Maintenance Agency or the Apartment Owners Association, as the case may be. The Allottee(s)/Sub-Lessee(s) will be responsible for all acts of omission and commission of their tenants. The Maintenance Agency or the Apartment Owners Association may object to renting out the Said Apartment to persons of objectionable profile; and
- (x) The Allottee(s)/Sub-Lessee(s) are not allowed to put up grills in the said Flat/Apartment as per individual wish, only the design approved by the Lessee will be permitted for installation.

**42.** Allottee(s)/Sub-Lessee(s) are also aware that the Said Complex is being developed / constructed in phases, and as such the common facilities and services, which have been envisaged therein, shall also be available to them in phases. Allottee(s)/Sub-Lessee(s) agree and undertake not to object to such development either individually or collectively in association with other person(s).

43. The Allottee(s)/Sub-Lessee(s) may transfer by sale, gift, exchange or otherwise in any manner, the Said Apartment after obtaining a No Objection of the Lessee and / or the Maintenance Agency or Apartment Owners Associations regards clearance / payment of outstanding maintenance charges and any other charges payable by the Allottee(s)/Sub-Lessee(s) to the Lessee or the Maintenance Agency / the Residents Association concerned with maintenance of common areas, facilities and services.

44. All costs and expenses incidental to the preparation, execution and registration of this Sub-Lease Deed including the payment of Stamp Duty and registration fee has been borne by the Allottee(s)/Sub-Lessee(s).

**SCHEDULE OF FLAT/APARTMENT**

Residential Flat/Apartment No.\_\_\_\_/on the\_\_\_\_**Floor** in Tower No. “\_\_\_\_\_” having a total Carpet area measuring \_\_\_\_\_ **Sq. Mtr.** and total Exclusive Balcony/Verandah/terrace area\_\_\_\_\_ **Sq. Mtr.** in the\_\_\_\_\_situated at Plot No. \_\_\_\_of \_\_\_\_, Sector\_\_\_\_, Greater Noida, District Gautam Budh Nagar, (U.P.), along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the super area of the Said Flat/Apartment, as per the enclosed plan and bounded as follows:-

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

Loan Details: -\_\_\_\_\_

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: -

(2) Name:

Address:

(3) Name:

Address: -

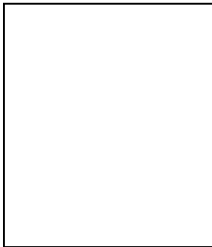
Signed for & on behalf of the

**LESSEE**

**SUB-LESSEE(S)**

**Particulars of Sub-Lease Executed by M/s \_\_\_\_\_**

<b>Name of the Complex</b>	:	
<b>Flat/Apartment No.</b>	:	____/, Floor ____, Tower "____".
<b>Allottee(s)</b>	:	<p>_____</p> <p>.....</p> <p>Signature</p> <p><b>And</b> _____</p> <p>.....</p> <p>Signature</p>
<b>Sale Consideration</b>	:	<b>Rs.____/-</b>
<b>Carpet Area of Unit</b>	:	____ Sq. mtr. (____sq.ft.)



<b>Mortgage Details</b>	:	_____
<b>Name of Bank</b>	:	_____
<b>Sub-Lease Executed on</b>	:	

**For- M/s** \_\_\_\_\_