

**TRIPARTITE SUB-LEASE DEED**

Sale Consideration : Rs. \_\_\_\_\_  
Stamp Duty Paid on : Rs. \_\_\_\_\_  
Stamp Duty : Rs. \_\_\_\_\_  
Super Area : \_\_\_\_\_ Sq. Ft ( \_\_\_\_\_ Sq. Mtrs)  
Built Up area : \_\_\_\_\_ Sq. Ft. ( \_\_\_\_\_ Sq. Mtrs)  
Floor : \_\_\_\_\_  
Use : [•] \_\_\_\_\_

This Tripartite Sub-Lease Deed is signed and executed at Noida on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (hereinafter referred to as “**Tripartite Sub-Lease Deed**”).

**BY AND BETWEEN**

**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY (GNIDA)**, a statutory authority constituted under the provisions of Section 3 read with Section 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976), having its office at Greater Noida, Uttar Pradesh (hereinafter referred to as the "**Lessor**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

**AND**

**M/S PARMESH CONSTRUCTION COMPANY LIMITED** (PAN NO ..... ), a company incorporated under the Companies Act, 1956, having its registered office at 7th Floor, Tower-C, Bhutani Alphathum, Janpath Marg, Sector-90, Noida, Gautam Buddha Nagar-201301, Uttar Pradesh represented by its Authorised Signatory Mr. .... S/o.....who is duly authorized by the Board of Directors of the Company, vide resolution dated ..... (hereinafter referred to as the "**Lessee**"/"**Developer**" which expression shall unless repugnant to the context or meaning thereof include its successors, representatives, nominees, and permitted assigns).

**AND**

**(FOR INDIVIDUALS)**

....., (Mob: .....), S/o / W/o ....., residing at ....., (hereinafter referred to as the "**Sub-Lessee**", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their heirs, legal representatives, successors, nominees and permitted assigns).

OR

**(FOR PROPRIETORSHIP/ PARTNERSHIP FIRMS)**

M/s ..... a proprietorship firm / partnership firm duly registered under the Indian Partnerships Act having its office at..... through its Partner / Proprietor

Sh./Ms. .... authorized by all the partners (hereinafter referred to as the "**Sub-Lessee**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and permitted assigns) of the Third Part;

OR

**(FOR COMPANIES)**

M/s ..... a Company incorporated under the

Companies Act, 1956, having its registered office at.....  
through its duly authorized signatory Sh./Ms. .... authorized vide  
Board Resolution dated ..... (hereinafter referred to as the “**Sub-Lessee**” which  
expression shall unless contrary or repugnant to the context thereof include his/her executors,  
administrators, legal representatives, permitted assigns) of the Third Part;

## WHEREAS

- A. The Lessor, *vide* Lease Deed dated 26.09.2013 (“**Lease Deed**”), has executed and duly registered a lease in favour of Yashoda Super Speciality Hospitals Private Limited (the “**Land Owner**”) whereby the Lessor demised to the Land Owner leasehold rights in respect of a parcel of land admeasuring 41,390.13 sq. mtrs., situated at Plot No.-01, Sector Techzone-07, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh more particularly described in **Schedule A** annexed hereto (hereinafter referred to as the “**Said Land**”) for a term of 90 (ninety) years commencing from 26.09.2013, for development in accordance with the terms of the said Lease Deed, which is duly registered with the Sub-Registrar, Gautam Budh Nagar (U.P.), in Book No. 1, Zild No. ...., Page No. ...., Registration No. ....
- B. Pursuant to the Lease Deed, and upon the Land Owner being granted approval from GNIDA for the grant of developmental rights to the Lessee, the Land Owner entered into a Joint Development Agreement dated ..... (“**JDA**”) with the Lessee/Developer, whereby exclusive rights were granted to the Lessee/Developer to plan, develop, construct, market, and sub-lease a mixed-use project on a portion of the Said Land admeasuring 27,363 sq. mtrs. (hereinafter referred to as the “**Project Land**”), comprising residential, commercial, and retail units.
- C. The Lessee/Developer has developed of the Said Land in accordance with the sanctioned building plans as approved by the Lessor, and has constructed a project known as “**Astrathum**”, situated on the Project Land, having a total ground coverage of ..... sq. mtrs. and built-up area of ..... sq. mtrs., consisting of retail, office, and residential spaces with all necessary infrastructure, amenities, and common areas (“**Project**”). Accordingly, the Lessee/Developer is fully authorized, competent and empowered to undertake the sale/sub-lease of the units in the said Project Land, receive the total consideration and other payments towards costs, charges and dues or as otherwise may be due from the allottees and give valid discharge/receipts thereof, make allotments of residential apartments, execute buyer’s agreement and further documentation for selling/sub-leasing the units and all other incidental documents as may be necessary in respect thereof and otherwise to do all such acts, deeds and things, as may be required or deemed necessary in respect thereof.
- D. The Sub-Lessee has carried out the inspection of the building plans of the Said Unit (*As defined below*), 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 Unit (*As defined below*) and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the Project.
- E. Pursuant to the receipt of the premium, the Lessee/Developer has agreed to transfer by way of a Tripartite Sub-Lease Deed to the Sub-Lessee, Unit No. ...., located on Floor No. ...., Tower....., having a super built-up area of ..... sq. mtrs. and a built-up area of ..... sq. mtrs., more particularly delineated in the site/floor plan annexed hereto as **Annexure-I** and marked in red, together with rights of easements, use of common areas, facilities, passages, and appurtenances, and an undivided proportionate share in the Project Land (hereinafter referred to as the “**Said Unit**”).

- F. The Lessor, Lessee/Developer and Sub-Lessee now wish to execute this Tripartite Sub-Lease Deed for the Said Unit for the balance term of the Lease Deed, subject to the terms and conditions contained herein.

**NOW THIS TRIPARTITE SUB-LEASE DEED WITNESSETH AS FOLLOW:**

**1. SUB-LEASE OF THE SAID UNIT**

- 1.1. That in consideration of the premium of \_\_\_\_\_ which includes the cost of superstructure and the share of land ("**Premium**"), paid by the Sub-Lessee to the Lessee/Developer receipt whereof the Lessee/Developer hereby acknowledges and the Sub-Lessee agreeing to observe and perform the terms and conditions herein mentioned, the Lessee/Developer hereby sell/sub-lease to the Sub-Lessee the Said Unit, as more particularly described in Schedule ..... hereto, comprise the super built-up area, covered area, Unit No. [●] in Tower [●], Plot No. 01, Sector Techzone-07, Greater Noida as set out in **Schedule B**, along with the undivided share in the Common Areas appurtenant thereto, including all rights of easement and other appurtenant rights.
- 1.2. The Lessee/Developer simultaneously does hereby also sub-leases unto the Resident Welfare Association ("**RWA**") the undivided proportionate title of the Sub-Lessee in the common area of the Project for the un-expired period of 90 years lease granted by Lessor, which commenced on 26.09.2013.
- 1.3. The vacant and peaceful possession of the Said Unit has been given to the Sub-Lessee. The Lessor has received one time lease rent of the plot from the Lessee/Developer and the Sub-Lessee is not to pay any lease rent to the Lessor, during the unexpired portion of said Lease.
- 1.4. The Sub-Lessee acknowledges that they have inspected and satisfied themselves regarding the title, development rights, and compliance status of the Said Unit and the Promoter's authority to sub-lease the same.

**2. TERM OF SUB-LEASE**

- 2.1. The Sub-Lease hereby granted shall be for the unexpired residue of the original lease term of 90 (ninety) years granted under the Lease Deed (the "**Original Lease Term**"), commencing from the date of execution of this Tripartite Sub-Lease Deed.
- 2.2. The Sub-Lessee acknowledges and accepts the physical, structural, and legal condition of the Said Unit at the time of execution of this Agreement and shall not be entitled to raise any objection or claim for any deficiency or defect existing or apparent as at the date hereof.
- 2.3. The Sub-Lessee shall be entitled to enjoy peaceful possession and use of the Said Unit for the balance period of the Original Lease Term, subject always to the terms and conditions contained herein and the rights and interests reserved to the Lessor under the Lease Deed.

**3. RIGHTS RESERVED BY LESSOR**

- 3.1. The Lessor has the right to recover dues, if any, from the Developer /Sub-Lessee or their successors as per rules, as per the rate of interest as per the terms and conditions laid in the lease deed/allotment. The Developer /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 ("**CEO**") or any officer authorized by the CEO will have the power to get the maintenance done through the authority and recover the amount spent from the Developer/Sub-Lessee.

3.2. The Developer/Sub-Lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulations of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010 and rules framed thereunder (as amended from time to time or any further re-enactments thereof, if applicable) shall be applicable on the Developer/ 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, GNIDA in this regard shall be final.

#### 4. COVENANTS AND OBLIGATIONS OF SUB-LESSEE

4.1. The Sub-Lessee hereby covenants to faithfully perform and observe all the terms, conditions, covenants, and obligations contained in the original Lease Deed and this Tripartite Sub-Lease Deed, as applicable to the Said Unit.

4.2. The Sub-Lessee shall pay annual rents, taxes, charges, levies and impositions payable for the time being by the Lessee/Developer as occupier of the Said Unit 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 the maintenance agreement between the Sub-Lessee and nominee of the Lessee/Developer.

4.3. The Lessee/Developer and the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease executed between the Lessor and the Lessee/Developer and observe the same as applicable and relating to the land pertaining to the unit given to him/her/them.

4.4. The Sub-Lessee will use the Said Unit for residential/commercial/IT/ITES purpose and for no other purpose.

4.5. Any transfer, sale, assignment or otherwise parting with the Said Unit by the Sub-Lessee will attract payment of prevailing transfer charges in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor in respect of the transfer charges will be final & binding on Sub- Lessee. The Sub-Lessee shall not mortgage the Said Unit for securing 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 the terms of the Lease. Provided that in the event of sale or foreclosure of the mortgaged or charged property the Lessor shall be entitled to claim or recover the amount payable to the Lessor on account of the unearned increase in the value of land as aforesaid and 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 said land and the amount payable by the Sub-Lessee to the Lessor shall be final and binding on all parties concerned.

4.6. The Developer/Sub-Lessee shall on the expiry of the lease of the land peacefully handover the said land unto the Lessor after removing the superstructure within the stipulated period. The land hereby sub leased shall always remain indivisible and unidentified. Similarly the Sub-Lessee shall have the right of usage of common areas and will not have any right of the possession of the same. The Developer/Sub-Lessee shall insure the premises comprehensively either singly or collectively with other allottees and keep the insurance current at all times.

4.7. The Developer/Sub-Lessee and all other persons claiming under him/her shall ensure that the Said Unit are kept in good shape and repairs and that no substantial material damages are caused to the Said Unit or to the sanitary works therein.

4.8. Stamp Duty, registration charges and other all incidental charges for execution and registration of this Deed have been born by the Sub-Lessee.

- 4.9. The Sub-Lessee agrees to pay all applicable transfer fees, charges, and administrative costs levied by the Lessor in connection with any approved transfer, assignment, or change in shareholding.
- 4.10. The Sub-Lessee shall comply with all directions, notifications, rules, regulations, and guidelines issued by the Lessor or any competent authority from time to time in relation to the use, occupation, maintenance, or management of the Said Unit.
- 4.11. The Sub-Lessee shall not make or permit any structural alterations, additions, or modifications to the Said Unit without obtaining prior written approval from the Lessor and the Lessee/Developer.
- 4.12. The Sub-Lessee shall not mortgage, charge, or create any encumbrance over the Said Unit without the prior written permission of the Lessor, which may be subject to such terms and conditions as the Lessor may impose.
- 4.13. The Said Unit shall at all times be subject to a first charge in favor of the Lessor for all amounts payable under this Tripartite Sub-Lease Deed or the Lease Deed, including but not limited to rent, charges, taxes, and other dues, to secure payment thereof.
- 4.14. Any permitted transfer or assignment of the Said Unit shall be subject to the transferee or assignee agreeing in writing to be bound by all the covenants, conditions, and obligations herein contained, and the Sub-Lessee shall ensure such binding effect.
5. The Sub-Lessee undertakes not to commence any structural alterations / additions or any other in period for without obtaining prior written permission of the Developer / Maintenance Agency, as the case may be. Even pursuant to the grant of the requisite permission the Sub-Lessee or the person(s) inducted by the Sub-Lessee shall ensure that the interior work does not cause any hindrance or obstruction to the other unit owners in the Tower and / or the said Complex. During the course of such interior work, the Sub-Lessee or other person(s) inducted in possession of the Said Unit shall take all reasonable precautions to ensure that no damage is caused to the Common Areas and / or to the other properties in the said Complex. In case of any damage, the Sub-Lessee undertakes to make good of the same at his own expense, time and effort.
6. The Sub-Lessee or the person(s) inducted by the Sub-Lessee shall ensure that the interior work does not cause any hindrance or obstruction to the other unit owners in the Tower and / or the said Complex. During the course of such interior work, the Sub-Lessee or other person(s) inducted in possession of the said Unit shall take all reasonable precautions to ensure that no damage is caused to the Common Areas and / or to the other properties in the said Complex
7. That the Sub-Lessee hereby indemnifies and undertakes to keep the Lessor, their assigns, nominees, the duly nominated Maintenance Agency and their officers / employees as well as the other occupants/owners of the Complex fully indemnified and harmless from and against all the consequences of breach by the Sub-Lessee of its obligations or any applicable law(s) as may be applicable to the said Unit and/or the Project and/or the Complex and/or otherwise and / or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Sub-Lessee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of the personnel, representatives and/or any other person claiming under/through the Sub-Lessee.
8. All clauses of the Lease Deed executed by GNIDA and the Land Owner shall be applicable to this Tripartite Sub-Lease Deed. In case of any repugnancy of any provisions of the Lease Deed and this Tripartite Sub-Lease Deed the former shall prevail.
9. This Tripartite Sub-Lease Deed and the rights and obligations of the Parties herein shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”) and

the rules, regulations, and directives issued by U.P. RERA, to the extent applicable. In the event of any conflict between the terms of this Deed and the provisions of RERA, the latter shall prevail.

10. All costs, charges, stamp duty, registration fees, and other related expenses incurred for the preparation, execution, and registration of this Tripartite Sub-Lease Deed, and any other ancillary documents required to give effect to the transaction contemplated herein, shall be borne exclusively by the Sub-Lessee.
11. **Governing Law and Jurisdiction**  
This Tripartite Sub-Lease Deed shall be governed by and construed in accordance with the laws of India and in particular the laws of the State of Uttar Pradesh. Subject to arbitration as set out above, the courts at Gautam Buddha Nagar shall have exclusive jurisdiction over any dispute arising from this Tripartite Sub-Lease Deed.

This Tripartite Sub-Lease Deed is being executed in accordance with the resolutions passed by the respective boards of the Parties. At the first instance, this Deed is executed by Mr./Ms. [●], duly authorised representative of the Sub-Lessee, and is being presented for registration before the appropriate Sub-Registrar by Mr. [●].

**IN WITNESS WHEREOF**, the Parties hereto have hereunto set and subscribed their respective hands and seals through their duly authorised representatives on the day, month, and year first written above.

<p><b>SIGNED AND DELIVERED FOR AND ON BEHALF OF M/S PARMESH CONSTRUCTION COMPANY LIMITED</b></p>          <p>By its authorised signatory: Name: [●] Designation: [●] Signature:</p>	<p><b>SIGNED AND ACCEPTED BY [●]</b></p>          <p>By its authorised signatory: Name: [●] Designation: [●] Signature:</p>
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**WITNESSES:**

1. [●]
2. [●]

**SCHEDULE A**  
*[Description of the Said Land]*

- Land admeasuring 41,390.13 sq. mtrs.
- Located at Plot No. 01, Sector Techzone-07, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh
- Details of boundaries: [●]

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## **SCHEDULE B**

*[Description of the Said Unit ]*

- Unit No. [●] in Tower [●], Floor No. [●]
- Super built-up area: [●] sq. mtrs.
- Built-up area: [●] sq. mtrs.

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**SCHEDULE C**  
*[Details of Consideration and Other Charges]*

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**ANNEXURE I**  
*[Site/Floor Plan]*

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