

## **TRIPARTITE SUB LEASE DEED**

**Property:** Unit No. \_\_\_\_\_ , Unit Type \_\_\_\_\_ , on \_\_\_\_\_ Floor, in Commercial Project named “Purvanchal Skyline Vista” at Plot bearing No. 01A, Sector- 94, Noida, Dist. Gautam Budh Nagar, U.P -201301 .

**Present market value** : Rs. \_\_\_\_\_/-

**Total Sale Consideration** : Rs. \_\_\_\_\_/-

**Super area/Total Area** : \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ Sq. Mtrs.

**Carpet Area (as per RERA)** : \_\_\_\_\_ sq. ft. i.e. \_\_\_\_\_ Sq. Mtrs.

**Stamp Duty** : Rs. \_\_\_\_\_/-

**Car Parking** : MECHANICAL

**Floor** : \_\_\_\_\_<sup>th</sup>

**Total Floor Floors** : 3 Basements +Ground Floor + 36

**Circle rate()** : \_\_\_\_\_

(Stamp Duty is paid according to \_\_\_\_\_, of circle rate list.)

## **TRIPARTITE SUB LEASE DEED**

**This indenture/ Tripartite Sub lease deed is made, signed and executed at NOIDA on this \_\_\_\_ day of \_\_\_\_ in the year \_\_\_\_ .**

### **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**

**Purvanchal Projects Private Limited**, a Company registered under the Companies Act 1956 and having its registered office at LSC, A-7, 2<sup>nd</sup> Floor, Purvanchal Plaza, Mayur Vihar Phase-II, Delhi -110092 through its authorized signatory \_\_\_\_\_(hereinafter referred to as the "**LESSEE**", which expression shall unless Contrary or repugnant to the context thereof include its successors and permitted assigns) of the Second Part (**PAN of Company- [PAN: AAFCP4046B]**)

### **AND**

**MR. /Mrs. \_\_\_\_\_(PAN \_\_\_\_\_) S/O MR. \_\_\_\_\_**  
**R/o:- \_\_\_\_\_**

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

**WHEREAS**, New Okhla industrial Development Authority, 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**") allotted the land bearing Plot No. 01A, situated at, Sector – 94, Noida, Gautam Budha Nagar-201301, Uttar Pradesh in favour of

**Purvanchal Projects Private Limited** (hereinafter referred to as the “**LESSEE**”). The LESSEE is the absolute and lawful owner of the project and has acquired the property as under: -

- a. The LESSEE is the absolute and lawful owner of Plot No. 01A, totally admeasuring 10031 square meters situated at Sector-94, Noida, in District Gautam Budh Nagar (“Said Land”) allotted vide letter No NOIDA/Commercial/2022/2066 dated 22-11-2022 under the scheme No .2022-2023 (Commercial Builders Plot-1) on lease for a period of 90 years and later on Lease Deed(s) dated 16-02-2023 registered as documents no. 974, Zild No. 13350, Bahi no. 1, Page nos. 263 to 300 at the office of the Sub-Registrar-II Noida and correction deed dated 21-09-2023 registered as documents no. 5313, Zild No. 13635, Bahi no. 1, Page nos. 173 to 192 at the office of the Sub-Registrar-II Noida executed by New Okhla Industrial Development Authority.
- b. **AND AS SUCH** by virtue of the aforementioned registered lease deed dated 16-02-2023, and correction deed dated 21-09-2023 Purvanchal Projects Private Limited became the absolute owner cum promoter of the said property i.e. plot bearing No. **01A** having area **10031 Sq. Mtr.** and Purvanchal Projects Private Limited is entitled to develop & construct the said property under the name and style of “**PURVANCHAL SKYLINE VISTA**”.

The aforesaid land is earmarked for the purpose of building a commercial project, comprising of 3 Levels of Basements + Ground + 36 Floors of multistoried commercial building and the project shall be known as “**Purvanchal Skyline Vista**” being built over commercial plot No. 01A, Sector-94, Noida, G. B. Nagar, (UP) (“project”);

**AND WHEREAS**, the LESSEE has constructed Commercial project on the said plot as per the sanctioned lay out/building plans, which have been sanctioned and approved by the Competent Authority. The said Commercial project is known as “**Purvanchal Skyline Vista** ”(hereinafter referred as to the “Project”). The project is fully developed and the LESSEE has been granted completion certificate/occupancy certificate in respect of the entire project.

**AND WHEREAS**, the LESSEE has right to allot to its applicants/allottees, the Commercial units in the abovesaid project, including undivided proportionate share underneath the building/ tower in project land, common

areas and facilities, appurtenant to the Commercial units on such terms, as decided by the LESSEE.

**AND WHEREAS**, the SUB-LESSEE had applied for allotment of a commercial unit and on the faith of the statements and representations made by SUB-LESSEE at various stages, the LESSEE has allotted The Unit described herein to the SUB-LESSEE and received consideration mentioned herein and shall deliver possession of the Commercial unit bearing **Unit No.** \_\_\_\_\_, **Unit Type** \_\_\_\_\_ **on** \_\_\_\_\_ **floor in the Project**, as described hereinafter schedule of Commercial Unit of the aforesaid project to the SUB-LESSEE. The SUB-LESSEE will also observe covenants, terms and conditions, as laid down in the previously mentioned Lease Deed executed between the LESSOR and the LESSEE and also the terms and conditions specified in the **Allotment Letter dated 22.11.2022** executed between the LESSEE and SUB-LESSEE and the allotment letter/agreement for sale dated \_\_\_\_\_, signed between lessee and sub-lessee is an integral part of this sub-lessee's deed and binding on the sub-lessee.

**AND WHEREAS**, the SUB-LESSEE has carried out independent inspection of the Building plans and building of the said unit, and has also satisfied himself/herself as to the soundness of structure and construction thereof as well as conditions and descriptions of all fixtures and fittings, installed and/or provided therein. The SUB - LESSEE has also inspected the common areas, amenities and passages, appurtenant to the said unit and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the said project and agreed to take over the possession of his/her/its Unit and enter into the present Sub Lease deed.

**AND WHEREAS** the "LESSOR", "LESSEE" and the "SUB-LESSEE" are desirous of executing this Tripartite Sub Lease Deed in respect of the aforesaid unit agreed to be leased out to the "SUB-LESSEE".

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

In consideration of the amount of **Rs.** \_\_\_\_\_/- (**Rs.** \_\_\_\_\_ **Only**), which includes the cost of superstructure and the undivided proportionate interest in the land underneath the building/project, paid by the SUB-LESSEE to the LESSEE, the receipt of which the LESSEE hereby acknowledges, the LESSEE do hereby transfers and conveys to the SUB-LESSEE the abovesaid Commercial unit Bearing

Unit No. \_\_\_\_\_ Unit Type \_\_\_\_\_ having total Area \_\_\_\_\_ and carpet area \_\_\_\_\_ on \_\_\_\_\_ Floor in the project i.e. '**Purvanchal Skyline Vista**' developed by the LESSEE on the project land i.e. **Plot No 01A, Sector – 94 , Noida**, Gautam Budh Nagar-201301 (U.P.) and more particularly described in Schedule of Commercial Unit and plan annexed hereto together with the proportionate right in the land underneath the building/ project concerned .

The LESSOR does hereby lease the plot/land to the "LESSEE" on as in where is basis for the un-expired portion of ninety years of the registered lease deed dated 16-02-2023, and correction deed dated 21-09-2023 on the term and conditions set out hereinafter except and always reserving to the "LESSOR".

- i) The rights and title to all mines. minerals, coals, washing, gold, earth oils, quarries in or under the plots and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same, without providing or leaving and vertical support for the surface of the plot or for the structure time being standing thereon, provided always that the "LESSOR" shall make reasonable compensation to LESSEE and LESSEE shall make a proportionate payment to the SUB-LESSEE for all damages directly occasioned by exercise of the rights reserved for the "LESSOR" in the Lease Deed. The decision of the Chief Executive Officer of the "LESSOR" on the amount of such compensation will be final and binding on "LESSEE and the "SUB-LESSEE".
- ii) A right to lay water mains, drains, sewers or electric wires under or above the sub leased premises/Commercial unit or the Main leased plot/project.

The LESSEE simultaneously do hereby also sub-leases unto the SUB-LESSEE for the un-expired period of 90 years lease granted by LESSOR, which commenced on dated 16.02.2023, the undivided, unidentified title to the Land proportionate to the area allotted to the SUB-LESSEE in relation to the total area of the land on the following terms and conditions:

1. That the SUB - LESSEE shall at all time during the term hereby duly perform and obtain all the covenants which are contained in this Sub Lease Deed and the Lease Deed. All the terms and conditions set out in

the lease deed shall be deemed to be part of this sub lease deed. The "SUB - LESSEE" expressly acknowledges that they have seen, perused and obtained a copy of the said lease deed from the "LESSEE". In the event there is case there is any inconsistency between any terms of this Sub Lease Deed and the Lease Deed, the provisions of the Lease Deed shall override the provisions of the Sub Lease Deed. Further, the SUB - LESSEE shall also, at all time during the term hereby duly perform and obtain all the covenants which are contained in Allotment Letter dated 22.11.2022 or any other Agreement signed with the LESSEE.

2. That the "SUB-LESSEE" shall use the sub-leased premises/commercial unit only for the purpose as stated in the agreement for sale dated \_\_\_\_\_, for which the same have been sub leased and for no other purpose whatsoever and will not do or assist to do on the sub leased premises/ commercial unit , any act or thing which may or grow to be a nuisance, damage, annoyance or inconvenience to the "LESSOR" or the "LESSEE" or other "SUB-LESSEE" or the occupiers of other premises/units in the neighborhood. If the SUB-LESSEE commits any act or omission on the sub -leased premises/commercial unit resulting in nuisance, it shall be lawful for the LESSOR to ask the Sub- LESSEE to remove the nuisance within a reasonable period falling which the "LESSOR" shall itself get the nuisance removed at SUB-LESSEE's cost and charges, damages front the SUB - LESSEE during the period subsistence of nuisance.
3. That in the event the "LESSOR" demands any enhancement in the rent of the leased land including that for the sub leased premises/commercial unit then the SUB-LESSEE shall be liable to pay the enhanced rent on proportionate basis directly to the "LESSOR" or "LESSEE", as the case may be.
4. That The SUB-LESSEE shall bear, pay and discharge all rates assessments of every description, to proportionately pay taxes, charges, rents, demands, claims, revenue, cess, levies etc. that may be levied or demanded by the "LESSOR" and/or any other governmental/competent authority in future in respect of the land and sub leased premises.
5. The vacant and peaceful possession of the above described commercial unit has been handed over to the SUB-LESSEE. The LESSOR has received one time Lease Rent of the Plot from the LESSEE and the

SUB-LESSEE is required to pay any Lease Rent to the LESSOR during the Lease Period. In case of any Government demand in that regard, the same shall be dealt with and paid by SUB-LESSEE Only.

6. That the SUB-LESSEE without any rebate or deduction whatsoever shall pay to the Authority any and all other taxes, charges, levies, additional land compensation, any kind of new impositions in the name of whatsoever payable for the time being by the LESSEE in relation to the proportionate share of the SUB-LESSEE in the project land underneath, in terms of the Lease Deed or otherwise.
7. That the SUB-LESSEE shall pay annual rents, prevailing taxes, charges, levies, additional land compensation and impositions payable for the time being by the LESSEE as occupier of the said unit, as and when, the same becomes due or payable. In addition, thereto, the SUB-LESSEE shall pay all other liabilities, charges for repairs, maintenance and replacement etc., as per Maintenance Agreement executed between the SUB-LESSEE and LESSEE or nominee of SUB-LESSEE, as the case may be.
8. The SUB-LESSEE(s) agrees and accepts that he/she/it/they shall be responsible to pay requisite charges relating to the maintenance or all other charges, which includes power back-up, taxes etc. All the works relating to the maintenance may be assigned to any company/agency by the LESSEE.
9. That the SUB- LESSEE shall obey and abide by all directions issued or regulation made by the “LESSOR” now existing or to be issued/made in future from time to time.
10. That **01** no. of **Mechanical Car Parking** in the Basement Level-I/ Basement Level-II / Basement Level-III on the **RIGHT TO USE BASIS ONLY** is made available inside the Project and the SUB-LESSEE agrees that car parking shall always be treated as integral part of the above said Unit/Apartment and the same shall not have any independent legal entity detached from the said allotted unit. The SUB-LESSEE has been explained that the said mechanical car parking shall be used by the SUB-LESSEE as per terms and conditions mentioned in

the agreement for sale and of the Maintenance Agreement executed between the parties separately.

11. That the LESSEE and the SUB-LESSEE shall, at all times duly perform and observe all the covenants and conditions, which are contained in the said Lease Deed executed between the LESSOR and the LESSEE and observe the same as applicable and relating to the land and the unit being Leased under these present.
12. That any transfer, sale, assignment or otherwise parting with the possession of the said unit by the SUB-LESSEE, will attract payment of then prevailing transfer charges, and No Objection Certificate (NOC) from the LESSEE, in addition to whatsoever other amount as payable to the LESSOR. The decision of the LESSOR/LESSEE in respect of the transfer charges and permission for transfer will be final and binding upon the SUB-LESSEE. The SUB-LESSEE shall not be entitled to sell, transfer, assign or otherwise part with portion of the whole or any part of the sub leased premises or commercial unit without the prior written permission of both the "LESSOR" and the "LESSEE" and as per the terms and conditions of the Lease Deed and those to be set in the permission to transfer including payment of transfer charges to the "LESSOR". The decision of the "LESSOR" in respect of the terms and conditions for transfer and that relating to transfer charges will be final and binding on the "SUB-LESSEE" and the subsequent transferee/purchaser.
13. That the SUB-LESSEE shall not mortgage the said commercial unit for securing any loan at any stage except with the prior written permission of the LESSOR, which shall be obtained, or given by the LESSOR, as per terms of this Lease and the parent Lease Deed executed between Noida/LESSOR & LESSEE. The SUB-LESSEE shall also obtain appropriate 'NOC' from the LESSEE/LESSOR in that regard.

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 undivided land as aforesaid. The amount of LESSOR's share of the said unearned increase shall be the 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-LESSEE to the LESSOR shall be final and binding upon all concerned parties.

14. In case, the SUB-LESSEE has obtained loan from any Bank/Financial Institution on the abovesaid Unit, the SUB-LESSEE hereby undertakes to pay the dues of such Bank/Financial Institution in exclusion to the LESSEE herein.
15. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the SUB-LESSEE shall be entitled to create tenancy of the whole of the commercial unit for any purpose, however such purpose shall be lawful and not forbidden under any rules, regulations, bye-laws of the competent authority or state/central government etc.
16. That wherever the title of the LESSEE/SUB-LESSEE in the Said unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein or contained in the parent Lease Deed executed between the LESSOR and the LESSEE and such transferee shall be responsible and liable answerable in all respects thereof, in so far as, the same may be applicable and relate to the said proportionate land or the unit.
17. That the SUB-LESSEE will not be permitted to make any alterations, erections or additions to the layout of the sub leased premises/commercial unit without the previous permission in writing from the "LESSOR" and in case of any deviation from such terms of plan, "SUB-LESSEE" shall immediately upon receipt of notice from the "LESSOR" shall correct such deviation and if the "SUB-LESSEE" fails to correct such deviation within one month after the receipt of such notice then it shall be lawful for the "LESSOR" to correct such deviation at the expenses of the "SUB-LESSEE" and the "SUB-LESSEE" hereby agrees to reimburse to the "LESSOR" such amount as the "LESSOR" (whose decision shall be final) shall fix in that behalf.
18. That in the event of death of the SUB-LESSEE, the person on whom the title of the deceased devolves, shall within three months of such devolution, give notice of such devolution to the LESSOR and the LESSEE. The stake holders/successors/legal heirs of the SUB - LESSEE shall be liable to execute necessary documents for transfer of

the unit in the records of LESSOR and LESSEE. Such transferee shall pay the LESSEE/SUB-LESSEE the transfer charges for the said purpose, if applicable.

19. That the SUB-LESSEE shall in terms of the lease, at all times, pay directly to the LESSOR, all Government dues or any other dues of Authority, Local Bodies existing or to exist in future including but not limited to all rates, taxes charges and assessments leviable by whatever name, in respect of the Land or the unit, which are now or may at any time hereafter or during the continuance of this Deed be assessed, charged or becomes due or imposed upon the unit hereby transferred to the SUB-LESSEE or its tenant/occupant in respect thereof.
20. That the LESSEE/SUB-LESSEE shall in all respect comply with and remain bound by law, Rules concerning building, drainage, and other bye-laws of the Noida Authority or other competent Authorities for the time being in force or whenever becomes applicable in future. Along with the abovesaid, all the terms & conditions of the brochures of Scheme, allotment letter, building bye -laws and amended from time to time shall be binding upon LESSEE/ SUB-LESSEES.
21. That the LESSEE/SUB-LESSEE shall not without the sanction and permission of the LESSOR in writing, erect any building or make any alteration or otherwise subdivide or amalgamate the above said transferred/ Sub-Leased unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant, the SUB-LESSEE shall be solely responsible and liable for penal and other legal consequences.
22. That the SUB-LESSEE will use the unit exclusively for the purposes as defined in the agreement to sale. Under no circumstances, the SUB-LESSEE shall contravene the safety provisions while using/occupying the above Unit. In violation, the SUB-LESSEE shall be solely responsible and liable for the consequences as per Law.
23. That the SUB-LESSEE shall not in any manner whatsoever encroach upon the common land/ areas, and facilities and services not handed over to him/her/they/it. All such unauthorized constructions /encroachments made shall be removed at the cost of the SUB-LESSEE and the SUB-LESSEE shall be liable for legal consequences.

24. The right of SUB-LESSEE shall however be subject to provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.
25. That the SUB-LESSEE of Top Floor unit(s) shall not have any exclusive rights of use of the terrace above the unit(s). However, all the SUB-LESSEE of the complex shall have right to use the terrace at reasonable time for maintenance/upkeep of water tanks, fixing of antennas/ fibers or any other legally permitted purposes on the terrace subject to observance of safety norms. The terrace shall also be available to the occupants of the project/tower in times of emergencies, like fire, and in case of all other emergencies. No un-authorized construction, temporary or permanent, is permitted by SUB-LESSEE in the project or terrace or in allotted unit or any part thereof. The right of SUB-LESSEE shall however be subject to provisions of all applicable Laws, bye Laws and rules etc. SUB-LESSEE has agreed that solar installations with steel structures for sustainable environment will not be objected by SUB-LESSEE and the LESSEE will have sole right to install solar panels on the roof top and utilize the energy as deems fit.
26. It is specifically agreed by the "SUB-LESSEE" that in the event there is any change in constitution or change in the management or control of the "SUB-LESSEE" or the "SUB-LESSEE" undergoes amalgamation with any other company or transfer of interest to any third party either in whole or in part then in such an event, the "LESSEE" shall have a right to terminate this Sub Lease Deed at its sole option, and take the possession of sub leased premises/commercial unit from the "SUB-LESSEE" subject to approval of the "LESSOR", if any.
27. That the LESSEE/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 share in the undivided proportionate land hereby sub leased, shall always remain un-divisible and unidentified. Similarly the SUB-LESSEE shall have the right of usage of common areas and will not have any independent right of possession of the same.

28. THAT the SUB-LESSEE understands and accepts that after taking the possession of the Unit, it will be mandatory to take insurance policy by the Applicant(s) at his/her/their own cost against his/her/their Commercial unit either individually or a group insurance policy of the building/project. The LESSEE will not be held responsible for any mis-happening henceforth. The LESSEE, if so desired by the SUB-LESSEE(s) may assist in taking the group insurance policy but all kind of expenses in taking the group insurance policy will be borne by the allottees of the building/project on proportionate basis of their respective areas.
29. That the LESSEE/SUB-LESSEE and all other persons claiming under him/her/them shall ensure that the premises are kept in good shape and repairs and he/she/they shall ensure that no substantial material damages are caused to the premises or to the sanitary works therein.
30. Without prejudice to any other clause hereof relating to cancellation, upon the happening of any one or more of the under mentioned contingencies.
- a) If the "SUB-LESSEE" of any other persons(s) claiming through or under the "SUB-LESSEE" commits breach of any of the covenants or conditions contained in the lease deed or this sub lease deed or any agreement with the LESSEE and such breach is not remedied following receipt of a written notice from the "LESSOR" or LESSEE, as the case may be, specifying the nature of breach and providing the "SUB-LESSEE" reasonable opportunity to correct the default/breach.
  - b) If the "SUB-LESSEE" or any other persons(s) claiming through or under SUB-LESSEE fails and / or neglects to observe punctuality and/or perform any of their/its/his/her obligations stipulated under the lease deed or this Sub-Lease Deed
  - c) If the "SUB-LESSEE" or any other person(s) claiming through them whether actually or purportedly transfers, creates, alienates, extinguishers, relinquishes, mortgages, or assigns the whole or any part of this rights, title or interest whether in whole or any part thereof except in the manner stipulated in this sub-lease deed.
  - d) If the "SUB-LESSEE" is adjudged insolvent under any law by any court of law.

- e) In the event of discovery of fact that the "SUB-LESSEE" has furnished false and/or incorrect information/facts or concealed relevant and/or material information / facts and obtained allotment / sale as a result thereof.

That in the event of non-observance /non-compliance of any of the terms stipulated in the lease deed or Allotment Letter or any agreement with the LESSEE, it shall be lawful for the "LESSOR", without prejudice to any other legal rights or remedies available under the law, to re-enter that sub leased premises/commercial unit or any part thereof and thereafter this Sub-Lease Deed shall stand determined. In the event of such determination following consequences shall follow:

- f) If at any time of re-entry, the sub leased premises/commercial unit are not occupied by the "SUB - LESSEE", the "LESSEE" may forfeit the whole or part consideration paid by the SUB-LESSEE and the LESSEE shall have the right to sell that premises/unit(s) to any other person. However, the "LESSEE" will have to give a show cause notice in writing to the "SUB-LESSEE" granting him reasonable time to reply.
  - g) Any losses suffered by the "LESSOR" and "LESSEE" on fresh sub lease of the premises/unit(s) for breaches of conditions aforesaid on the part of "SUB-LESSEE" or any person claiming through or under him shall be recoverable by the "LESSEE" from the "SUB-LESSEE".
31. That the terms and conditions of the Parent Lease deed, Agreement for sale, Maintenance Agreement, Memorandum of Understanding, Affidavits or any other relevant documents executed between LESSEE and SUB-LESSEE shall be binding on the Parties after the execution of this Sub-Lease deed.
32. That the SUB-LESSEE has understood that the present lease deed does not create any independent right, title or interest of the SUB-LESSEE in the un-allotted open parking areas of the project. The LESSEE shall be entitled to sell, transfer, convey or let- out the said un- allotted open parking areas at its own discretion.
33. That under no circumstances the SUB-LESSEE(s) shall harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said project in any manner. The SUB-LESSEE(s) shall

also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony designs etc. shall not erect any fencing/hedging/grills without prior permission of the LESSEE or nominated Association/Agency/Company maintaining the said project /complex/building.

34. The "SUB-LESSEE" shall not hold the "LESSEE" or the "LESSOR" responsible to make good the damage, if any, caused by fire, tempest, flood or violence or if as a result of any irresistible force, any material part of the demised premises/unit(s) is wholly or partly destroyed or rendered substantially or permanently unfit for the purpose for which it has been sub leased.
35. That if the SUB-LESSEE is found to have obtained the allotment, sub lease of the demised premises/unit(s) by any mis-representation/mis-statement or fraud, this deed may be cancelled and the possession of the demised premises/unit(s) may be taken over by the LESSEE/SUB-LESSEE, in such an event will not be entitled to claim any compensation/refund in respect thereof. Further The "SUB-LESSEE" shall indemnify and keep "LESSEE" and the "LESSOR" indemnified, of, from and against all liability, costs, damages, claims or demands which may be incurred or suffered by or caused to the "LESSEE" or the "LESSOR" by reason of any breach, default, contravention, non-observance or non-performance by the "SUB-LESSEE" of the terms and conditions of this Sub-Lease Deed and / or the Lease Deed or if any of the "SUB- LESSEE'S" representations and warranties given in this Sub Lease Deed are found to be false or incorrect.
36. That all notices/letters, orders and other documents required under the terms of the sub-lease or under the Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Industrial Area Development Act, 1976 (U.P.) 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 Provisions, Rules/Regulations of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time), shall be applicable.

37. The SUB-LESSEE undertakes and assures that he/she has received proper possession of the allotted unit and the same has been constructed upto his/her/their/its full satisfaction. The SUB-LESSEE has checked and inspected each & every item of the unit and acknowledges that construction of the unit ,the subject matter of this Sub-Lease Deed has been carried out to the satisfaction of the Sub- LESSEE, as per the provisions of the Real Estate (Regulation & Development) Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed there under and hereby records his/her full satisfaction in that regard.
38. That all powers exercisable by the LESSOR under this lease 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 the time being or any other officer, who is entrusted by the LESSOR with the functions similar to those of Chairman/Chief Executive Officer.
39. The Chief Executive Officer of the "LESSOR" has the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.
40. That all clauses of the registered lease deed dated 16-02-2023, and correction deed dated 21-09-2023 executed by LESSOR in favour of LESSEE i.e. **M/s. Purvanchal Projects Private Limited** and the terms and conditions of agreement for sale dated\_\_\_\_\_,signed between lessee and sub-lessee ,shall be applicable to this tripartite Sub-Lease Deed also. In case of any repugnancies of any provision of the Lease Deed and this Sub Lease Deed, the provisions under former shall prevail.
41. That the LESSOR shall have the right to recover the dues, if any, from the LESSEE/SUB-LESSEE or their Successors as per rules, at the rate of interest, as per the terms and conditions laid in the Lease-Deed/Sub-Lease Deed.

42. That the LESSEE/SUB-LESSEE shall make such arrangement as are necessary for maintenance of the building/project and common services and if the building/project is not maintained properly, the Chief Executive Officer or any officer authorized by the Chief Executive Officer, will have the power to get the maintenance done through the authority and recover the amount so spent from the LESSEE/SUB-LESSEE. The LESSEE/SUB-LESSEE will be individually and severally liable for payment of the maintenance amount. That the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time), Real Estate (Regulation and Development) Act 2016 (RERA) as well as all Rules and Regulation made there under shall be applicable on the LESSEE/SUB-LESSEE. No objection on the amount spent for such maintenance of the building/project 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 LESSEE would be having the right to put the Hoardings etc. on the terrace on the elevation or on the boundary wall, or any other place of the Project and to sell/rent/permit for use by the intending users, for which the SUB-LESSEE(s) would not be having any kind of objection of whatsoever nature.
44. That the SUB-LESSEE shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of allotted unit thereof. The LESSEE shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building/project, except otherwise specified for the purpose by the LESSEE in writing. The LESSEE shall be entitled to recover the changes for uses of such publicity/display areas for the uses.
45. The SUB-LESSEE undertakes to apply and obtain membership of the Unit Owners Association formed under the supervision and patronage of the LESSEE, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act. The SUB-LESSEE further undertakes that he/she will not accept or recognize nor form any other such association, and if



he/she/they do the contrary then this would amount to breach of terms and conditions of this sub-lease.

46. That the LESSEE has provided certain recreational and other facilities including \_\_\_\_\_ to facilitate the occupants of the complex with the extended use by their customers/guests which excludes outsiders, of SUB - LESSEEs/tenants, as may be allowed by LESSEE. The SUB-LESSEE shall also be entitled to use the same in adherence to the Rules/Regulations framed by the LESSEE for the use of such facilities on payment of charges etc. That the LESSEE and SUB - LESSEE have agreed that other Terms & Conditions of the, allotment letter, parent lease deed and Government Laws, building bye-laws, as amended from time to time shall be binding and shall be applicable on the LESSEE/SUB - LESSEE.
47. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sub Lease Deed shall be exclusively borne by the SUB-LESSEE. The Cost and expenses of preparation, stamping and registering this Sub- Lease Deed and all other incidental expenses including any duty or charges that may be implemented by "LESSOR" or any competent authority government shall be borne by the "SUB-LESSEE".
48. The Chief Executive Officer of the "LESSOR" has the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.
49. All arrears payable to the "LESSOR" shall be recoverable from the "SUB- LESSEE" us arrears of land revenue.
50. That any dispute arising out of this sub lease deed shall be referred to the sole arbitrator to be appointed by the Managing Director of the Developer/LESSEE. The venue of arbitration proceedings shall be at Gautam Budhh Nagar, Noida and the language of the proceedings shall be English only. The fees of the arbitrator shall be shared equally by both the parties, which shall be subject to the final award by the arbitrator. For other matters excluding the arbitration proceeding, the District Courts at Gautam Budh Nagar shall only have the jurisdiction.

## **SCHEDULE OF COMMERCIAL UNIT**

PLEASE INSERT DESCRIPTION OF THE COMMERCIAL UNIT AND THE MECHANICAL PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

### **1. DETAILS OF THE UNIT APPLIED FOR:**

<b>Unit No. :</b>	<b>0000</b>
<b>Unit Type :</b>	<b>Lockable ( )</b>
	<b>Non- lockable ( )</b>
<b>Floor No :</b>	<b>0<sup>th</sup></b>
<b>Carpet Area of Unit (As per Section 2(k) of RERA Act )</b>	..... Sq. Ft (..... Sqm.)
<b>Area under Walls</b>	..... Sq. Ft (..... Sqm.)
<b>Circulation area/Common Area</b>	..... Sq. Ft (..... Sqm.)
<b>Total Super Built-up Area</b>	..... Sq. Ft (..... Sqm.)
<b>Mechanical Car Parking in Basement</b>	<b>01</b> No. of Mechanical Car Parking (Parking Slot No. to be allotted at the time of Possession in any of the three basements)

### **2. BOUNDARIES IN ALL FOUR DIRECTIONS:**

<b>NORTH EAST</b>	
<b>SOUTH WEST</b>	
<b>SOUTH EAST</b>	
<b>NORTH WEST</b>	

### **SCHEDULE OF PAYMENT**

<b><u>Cheque/RTGS/NEF</u></b> <b><u>T UTR No.</u></b>	<b><u>Cheque/RTGS/NEF</u></b> <b><u>T Date</u></b>	<b><u>Bank</u></b> <b><u>Name</u></b>	<b><u>Amount</u></b>
.....	.....	..... .	.....
.....	.....	.....	.....
.....	.....	..... .	.....
.....	.....	.....	.....
		<b>TOTAL</b>	..... .

**Total Sale Consideration Received ..... /-**  
**(Rupees ..... Only)**

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

SIGNED AND DELIVERED BY

**(LESSOR)**  
**(New Okhla industrial Development Authority)**

**(LESSEE)**  
**(Purvanchal Projects Private Limited)**

**(SUB-LESSEE(S))**

**Witnesses:**

**1.**

**2.**