

Since the Project is being developed on leasehold land, the Sub-lease Deed will be executed on the format provided by New Okhla Industrial Development Authority (NOIDA), after receipt of the Completion Certificate. The present draft is only being used for the purpose of RERA registration of Project.

**SUB-LEASE DEED
FOR LAND AND SALE OF SUPERSTRUCTURE OF COMMERCIAL UNIT**

Present market value : Rs./-
Total Consideration : Rs./-
Covered/Built-up Area : _____ **Sq. Ft. (i.e.Sq. Mtrs. Approx)**
Carpet Area : _____ **Sq.Ft.(i.e.Sq. Mtrs. Approx)**
Stamp Duty : Rs. _____/-
Unit No : -
Project : [•](SDC- H-01, Sector -105, Noida, District Gautam Budh Nagar, Uttar Pradesh)
UPRERA Reg. No. :
Car Parking : Nil

This Sub-lease Deed (hereinafter referred to as “**Deed**”) is made and executed at Noida, Uttar Pradesh on this [•] day of [•];

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; (through [•] (Employee Code No. [•] Aadhar No. [•]) S/o [•], [Designation], [Address], Authorized vide power of attorney dated [•] duly registered before the Sub-registrar at [•] as Document No. [•], in Vol.[•], Binding No. [•], Page No. [•], Serial No. [•]) of the **First Part**;

AND

BUSINESS BAY FIN INFRA PRIVATE LIMITED (CIN: U68200UP2024PTC199180 & PAN: [•]), a private limited company incorporated under the Companies Act 2013, having its registered office at Plot No. C-01, Sector – 120, Noida, Uttar Pradesh – 201301, acting through its authorized signatory [•] duly authorized vide Board Resolution dated [•] hereinafter referred to as the “**Lessee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **Second Part**,

AND

[•] (Aadhar No.: [•] & PAN [•]) (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**.

The “**Lessor**”, the “**Lessee**” and the “**Sub-lessee**” shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. The New Okhla Industrial Development Authority (“**NOIDA**”) launched a scheme “**Scheme Code: 2023-24 (Commercial Builder Plot – I)**” (“**Scheme**”) for allotment of “commercial plots” in various sectors of Noida, Uttar Pradesh.
- B. On satisfying and complying with the terms and conditions of the Scheme and other regulatory requirements of the NOIDA authority, the NOIDA authority executed a Lease Deed in favour of the Lessee on 10.04.2024 (“**Lease Deed**”) whereby a land parcel admeasuring 12,499.50 square meters, situated at SDC- H-01, Sector -105, Noida, District Gautam Budh Nagar, Uttar Pradesh (“**Project Land**”) was demised unto the Lessee, for a period of 90 (ninety) years commencing 10.04.2024. The said Lease Deed has been registered in the office of sub-registrar at Gautam Budha Nagar as Document No. 1934 in Book No. 1, Vol. No. 13868 at pages 185-234 on 10.04.2024.
- C. As per terms of the Scheme and the Lease Deed, the Project Land has been earmarked for the purpose of developing a commercial infrastructure for financial business and commercial usage and gain, including development of commercial complexes for facilitating commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, office spaces and other commercial uses.

- D. Accordingly, the Lessee is developing and constructing a commercial complex for facilitating commercial activities such as shopping malls, showrooms, retail outlets, hotels, restaurants, office spaces and other commercial uses under the name and style of '[•]' ("**Project**").
- E. The NOIDA authority has granted the requisite approvals to the Lessee for the development of the Project vide Sanction Letter dated 27.05.2024 bearing Application no. 2024/04/03/10448. The Lessee has also obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project from the NOIDA authority, and the same have been detailed hereunder.
- F. The Project has been registered under the provisions of the Real Estate (Regulation & Development) Act, 2016 ("**Act**") with the Uttar Pradesh RERA Authority at under registration No. [•] on [•].
- G. The Sub-lessee had applied for allotment of a commercial unit in the Project, vide Application dated [•] ("**Application Form**") and based on the representations, assurances and promises made by the Sub-lessee thereunder, the Lessee allotted commercial Unit No. [•], having carpet area of [•] square meters ([•] Sq. Ft.) and Covered area ([•] Sq. Ft.) on [•] Floor of the Project, along with proportionate share in the Common Areas in the Project ("**Unit**", more particularly described in **Annexure I** of this Deed). The Sub-lessee has acknowledged vide Agreement to Sub Lease dated [•] that the said Unit here shall be provided in bare-shell condition on 'as is where is' basis. Basis the representations made, and the payment of the Total Consideration paid (as mentioned herein) by the Sub-lessee, the Lessee has agreed to transfer, convey and deliver the said Unit to the Sub-lessee as per terms contained under the present sub-lease deed. The Sub-lessee has agreed to observe the covenants, terms and conditions as laid down in the Lease Deed (executed between the Lessor and the Lessee) and also the terms and conditions specified in the Agreement for Sub Lease (executed in favour of the Sub-lessee).
- H. The Lessee has the absolute right, title and full power to allot, sub-lease the Unit unto the Sub-lessee by way of this Deed. The Lessee has sole and absolute leasehold rights over the said Project Land; and Project is free from all encumbrances.
- I. The Lessee has furnished to the Sub-lessee all information, clarifications, legal positions etc., with respect to the Project and the Lessee declares that the same are true and correct to the best of their knowledge and belief. There is no other oral or written representation or statement, made either by the Lessee or any person claiming under them, which may be considered to be part of this Deed.
- J. The Sub-lessee has executed this Deed after having carried out the detailed due diligence to its satisfaction including but not limited to the layout plans, location plans, zoning plans, ownership record with respect to the Project Land, relevant approvals in favour of the Lessor and all other documents relating to competency of Lessor to convey the said Unit. The Sub-lessee further acknowledges that the Sub-lessee has done the site inspection and satisfied himself/herself/itself with physical and other condition with regard to the said Unit. The Sub-lessee has relied solely on his/her/its own judgment and investigation on the basis of information provided by the Lessee while deciding to execute this Deed.
- K. The Sub-lessee undertakes that it shall be bound by all the conditions and the stipulations imposed by the Lessor and other competent authority (ies) in respect of the said Project and/or the said Unit.

- L. The Sub-lessee have confirmed to the Lessee that it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc. and limitations and conditions applicable to the said Project and the Unit.
- M. The Sub-lessee on the basis of information received from the Lessee and after being satisfied as to the title and rights of the Lessee in the said Unit, had agreed to take the said Unit on sub-lease basis, and the Lessee are sub-leasing the said Unit unto the Sub-lessee on the terms and conditions stated herein below:

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. In consideration of the amount of Rs. [•] (Rupees [•] only) (“**Total Consideration**”) paid by the Sub-lessee to the Lessee, receipt whereof the Lessee hereby acknowledges and the Sub-lessee agreeing to observe and perform the terms and conditions herein mentioned, the Lessee hereby sub-leases to the Sub-lessee the Unit i.e. commercial Unit No. [•], having carpet area of [•] square meters ([•] Sq. Ft.) on [•] Floor of the Project namely “[•]” located at SDC- H-01, Sector - 105, Noida, District Gautam Budh Nagar, Uttar Pradesh, **Project Land**.
2. The Lessee hereby also sub-leases unto the said Sub-lessee a proportionate share in the leasehold right of the land underneath the building/tower where the Unit is situated, for the unexpired period of the Lease Deed granted to the Lessee.
3. The vacant and peaceful possession of the Unit has been handed over to the Sub-lessee and the Sub-lessee acknowledges to have taken the possession of the same and the Sub-lessee acknowledges to have taken over the possession of the same after a detailed inspection of the Unit, on all material aspects including but not limited to carpet area of the Unit, quality of construction, workmanship, materials used in construction, finishing/fittings, specifications, etc. and the Sub-lessee does not have any objection and is fully satisfied, with the workmanship and quality of the Unit. That all amenities which were promised to the Sub-lessee, have been provided to the Sub-lessee to his complete satisfaction by the Lessee. The Sub-lessee further confirms that he/she/it has checked and verified the title of Lessee in the said Plot and is completely satisfied with respect to the same. Since the Sub-lessee has completed due diligence to his/her/its complete satisfaction, the Sub-lessee undertakes not to raise a dispute either in present or in future.
4. On demand raised by the Lessee, the Sub Lessee shall make the payment of lease rent, one time Lease rent as and when demanded by the Lessee.
5. The Sub-lessee without any rebate or deduction whatsoever shall pay to the Authority/Lessee any and all other taxes, charges, levies and impositions payable and demanded for the time by the Lessee in relation to the Unit.
6. The Sub-lessee shall pay annual rents, prevailing taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said Unit as and when the same becomes due and payable. In addition thereof, the Sub-lessee shall pay all other liabilities charges for repairs, maintenance and replacement etc. as per a separate maintenance agreement executed between the Sub-lessee and Lessee (or the nominee assignee/maintenance agency of the Sub-lessee, as the case may be).

7. The Sub-lessee agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance or all other applicable charges, which includes power back-up, taxes and any other charges etc. All the works relating to the maintenance may be assigned to any company/agency appointed by the Lessee (**“Maintenance Service Agency”**).
8. 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 Project Land and the Unit being leased under this present Deed.
9. That the upkeep and maintenance of common/open areas and facilities in the Project shall be discharged by the Lessee through the nominated Maintenance Service Agency appointed / to be appointed by the Lessee. The Sub-lessee agrees, to execute a separate maintenance agreement with said Maintenance Service Agency and strictly adhere to same and to promptly pay all demands, charges, bills etc. raised by the said Maintenance Service Agency. The Sub-lessee undertakes to abide by all the rules/byelaws framed by the nominated Maintenance Service Agency for the Project. The Sub-lessee understands and acknowledges that the relationship between the Lessee and the nominated Maintenance Service Agency is on principal-to-principal basis, and the Sub-lessee hereby agrees and confirms that Sub-lessee shall not hold the Lessee responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Service Agency. The Maintenance Service Agency shall be solely and exclusively liable (be it tortious, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Sub-lessee. The Sub-lessee hereby expressly discharges the Lessee from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Service Agency.
10. That the Lessee or Maintenance Service Agency or associate or any other company of the Lessee, after getting the permission to receive the bulk electric supply, shall supply the electricity to the Sub-lessee and Sub-lessee agrees to take the supply from the Lessee. The Sub-lessee herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Lessee/ Maintenance Service Agency, proportionate share as may be determined by the Lessee of all deposits and charges paid or payable by the Lessee to whom permission to receive bulk supply and distribute the same is granted. The Sub-lessee agrees to enter into and execute the power supply agreement and/or all or any other documents, as may be required for this purpose.
11. That any transfer, sale, assignment or otherwise parting with the said Unit by the Sub-lessee will attract payment of prevailing administrative charges and No-objection Certificate (NOC) from the Lessee/Maintenance Service Agency appointed by the Lessee in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor/Lessee in respect of transfer charges, administrative charges and permission for transfer will be final and binding upon the Sub-lessee. In case there remains any arrears due and payable to the Maintenance Service Agency and/or the Lessee, the Sub-lessee undertakes to clear such amounts prior to creating any third-party rights, title or interests in the Unit.
12. In case, the Sub-lessee has obtained loan from any Bank/Financial Institution on the above said Unit, the Sub-lessee hereby undertakes to pay the dues of such bank/financial institution in exclusion to the Lessee herein.
13. That it is clearly understood and so agreed by and between the Parties hereto that all the

provisions contained herein and the obligations arising hereunder in this Deed and the Lease Deed in respect of the Unit/ Project, shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and/or subsequent Sub-lessees/assignees/transferees of the Unit, as the said obligations go along with the Unit for all intents and purposes.

14. In the event of death of the Sub-lessee, the person on whom the title of the deceased devolves shall within three months of the devolution, give notice of such devolution to the Lessor and the Lessee (or its nominee / assignee). The stake holders/successors/legal heirs of the Sub-lessee shall be liable to execute necessary documents for transfer of the Unit on payment of fees in the records of Lessor and Lessee (or its nominee / assignee).
15. That the Sub-lessee shall in terms of the Lease Deed, at all times, pay directly to the Lessor or through the Lessee as the case may be, 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 and complying with the mandatory requirements and compliances of Ministry of Environmental Impact Assessment (EIA) norms, U. P. Pollution Control Board / Water Commission leviable by whatever name, in respect of the Unit or undivided proportionate interest in the Project Land, which are now or may at any time hereafter or during the continuance of this Deed be assessed, charged or become due or imposed upon the Unit hereby transferred to the Sub-lessee or its tenant/occupant in respect thereof.
16. That the Lessee / Sub-lessee and all other persons claiming under him / her shall ensure that the Project are kept in good shape and repairs, and he / she shall ensure that no substantial material damages are caused to the Project or to the sanitary works therein.
17. The Sub-lessee shall not without the sanction and permission in writing of the Lessee, erect any building or make any alteration or 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.
18. That the Sub-lessee will use the Unit exclusively for commercial purpose and for no other purposes. Under no circumstances, the sub-lessee shall contravene the safety provisions while using/occupying the above said Unit. In violation, the Sub-lessee shall be solely responsible and liable for the consequences as per law.
19. That the Sub-lessee shall not in any manner whatsoever encroach upon the common land / areas, and facilities and services. All unauthorized constructions/encroachments made shall be removed at the cost and consequence of the Sub- Lessee and the Sub- lessee shall be solely liable for legal consequences.
20. The Sub-lessee shall not have any right to use or access the terrace of the building where the Unit is situated. The Lessee may make solar installations with steel structures for sustainable environment without any objection by the Sub-lessee, and the Lessee will have sole right to install solar panels on the roof top and utilize the energy as deems fit and Sub-lessee shall pay pro-rata cost of solar panel usage.
21. That the terms and conditions of the Lease deed, agreement to sub-lease, maintenance agreement, electricity agreement, if any or any other relevant documents executed between Lessee and Sub-lessee.

22. That all applicable laws and building bye-laws applicable on the Project shall be binding on the Parties after the execution of this Deed.
23. That under no circumstances the Sub-lessee shall harm or cause to be harm any damage to the peripheral walls, front, side and rear elevations of the said Unit in any manner. The Sub-lessee 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 design etc. shall not erect any fencing/hedging/grills without prior permission of the Lessee or nominated Association/Company maintaining the said Project. That, the Sub-lessee shall not remove any wall of the said Unit including load-bearing walls and all the walls/structures of the same, which are common between the Sub-lessee and the owners of the adjacent units.
24. That in case of any breach of the terms and conditions of this Deed by the Sub-lessee, the Lessor will have the right to re-enter the demised Unit after determining the Sub-lease. On re-entry of the demised dwelling Unit, if it is occupied by any structure built in an unauthorized manner, by the Sub-lessee, the Lessor/Lessee will remove the same at the expenses and cost of the Sub-lessee. At the time of re-entry of the demised dwelling Unit, the Lessor may re-allot it to any other person.
25. That if the Sub-lessee is found to have obtained the allotment, sub-lease of the Unit by misrepresentation/misstatement/fraud, this Deed may be cancelled, and the possession of the Unit may be taken over by the Lessor/Lessee; in such an event the Sub-lessee will not be entitled to claim any compensation/refund in respect thereof.
26. That all notices /letters, orders and other documents required under the terms of this Deed or under the Act or the 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 174) shall be applicable.
27. The Sub-lessee undertakes and assures that he/she has received proper possession of the allotted Unit to him/her and same has been constructed to his/her full satisfaction. The Sub-lessee has checked and inspected each and every item of the Unit and acknowledges that construction of the Unit in this Deed has been carried out to the satisfaction of the Sub-lessee, as per the provisions of the Act and he/she has also gone through the relevant provisions of Act and allied rules and hereby records his/her full satisfaction in that regard.
28. That all powers exercisable by the Lessor under this 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.
29. That all clauses of the Lease Deed executed by NOIDA, dated 10.04.2024 in favour of the Lessee shall be applicable to this Deed. In case of any repugnancy of any provision of the Lease Deed and this Deed, the former shall prevail.
30. That the Lessee (or its nominee / assignee)/Sub-lessee shall make such arrangement as are

necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer or any officer authorized by the Chief Executive Officer, will have the power to get the maintenance done through the authority and recover the amount so spent from the Sub-lessee, The Sub-lessee will be individually and severally liable for payment of the maintenance amount. That the provisions of the Act as well as all rules and regulations made there under shall be applicable on the Lessee/Sub-lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, Noida in this regard shall be final and binding upon the parties concerned.

31. That the Lessee reserves the sole right to develop the unused areas and/or common areas in Project in accordance with the necessary sanctions as and when obtained by the Lessee, and the Sub-lessee shall have no right of objection or reservation, whatsoever in this regard.
32. That the Sub-lessee shall not carry out fragmentation/sub-division of the said Unit in any manner whatsoever, under any circumstances and in case it is done, the Sub-lessee shall be solely and exclusively liable and responsible for all consequences/damages arising therefrom.
33. That the Lessee would have the right to put the hoardings etc. on the terrace or 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 would not be having any kind of objection of whatsoever nature.
34. 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 doors thereof. The Lessee (or its nominee/assignee) 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, except otherwise specified for the purpose by the Lessee in writing. The Lessee shall be entitled to recover the charges for the uses of such publicity/display areas for the uses.
35. The Sub-lessee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases, lifts, terrace/roof. However, the Sub-lessee shall only have the right to enjoy the benefits of the open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases and lifts subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Service Agency. Further, the Sub-lessee or any other person(s) claiming through the Sub-lessee shall not be entitled to bring any action for partition or division of the common areas and facilities, or any part thereof. The Sub-lessee doth hereby agrees and confirms that Sub-lessee shall not create any blockages, obstructions, elevations or constructions in the common areas and spaces and shall indemnify the Lessee for any losses and damages to the Lessee for any of its acts of omissions or commissions in this regard.
36. The Sub-lessee undertakes to apply and obtain membership of the Resident Welfare 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. The Sub-lessee further undertakes that he/she will not accept or recognize nor form any other association as Resident Welfare and Association, and if he/she found contrary this would amount to breach of terms and conditions of this Deed.
37. The Sub-lessee undertakes to not change the name of the complex unilaterally and/or jointly with

the owners of the other units of the Project.

38. The stamp duty & lease rent, registration charges and other all incidental charges required for execution and registration of this Deed have been borne by the Sub-lessee. Further, the Sub-lessee has also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government/statutory or other local authority, the same, if applicable, shall also be payable by the Sub-lessee.
39. This Deed shall be governed as per the laws of India, and the courts at Noida, Uttar Pradesh shall have exclusive jurisdiction over all issues or disputes arising or touching upon or in relation to the terms and conditions of this Deed.

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

SIGNED AND DELIVERED,

For and on behalf of **New Okhla Industrial Development Authority (Lessor)** by:

Name:

Designation:

SIGNED AND DELIVERED,

For and on behalf of **Business Bay Fin Infra Private Limited (Lessee)** by:

Name:

Designation: Authorised Signatory & Power of Attorney

SIGNED AND DELIVERED,

For and on behalf of [•] **(Sub-lessee)** by:

Name:

WITNESSES:

1.

2.

ANNEXURE I
DESCRIPTION OF THE UNIT

Commercial Unit bearing Unit No. [•] having carpet area of [•] sq. ft. ([•] sq. mtrs.) on [•] floor in Building No. [•] of the Project known as "[•]" located at Plot No. SDC- H-01, Sector -105, Noida, District Gautam Budh Nagar, Uttar Pradesh.