

*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.*

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

Present market value	: Rs./-
Total Sale Consideration	: Rs./-
Total Super Area	: <b>Sq. Ft. (i.e. Sq. Mtrs.)</b>
Covered/Built-up Area	: <b>Sq. Ft. (i.e. Sq. Mtrs. Approx)</b>
Carpet Area	: <b>Sq.Ft.(i.e. Sq. Mtrs. Approx)</b>
Stamp Duty	: Rs /-
Car Parking	: ( • )
Tower	:
Flat No	: -
Project	: <b>Ivory County</b> (GH-01, Sector-115, Noida)
UPRERA Reg. No.	:
Phase	:
Floor	: <b>Floor</b> (without roof right)
Total Floor	:
Circle rate (flat)	: Rs._____/ - per sq. meters

**(Stamp Duty is paid according to Chapter , Praroop No. KHA, Page No. , V-Code No)**

This indenture is made and executed at NOIDA 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. [•]**);

**AND**

**AMBIENCE PRIVATE LIMITED** (CIN: U51503DI1986PTC023886), a company registered under the Companies Act 1956 and having its registered office at L-4, Green Park Extension, New Delhi 110016 through its Authorized Signatory & Power of Attorney [•] (hereinafter called the "**Lessee**", which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) hereinafter called the party 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.

**WHEREAS**, the Lessor, 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) allotted and leased the **land admeasuring 1,13,529.27 sq. mtrs. bearing Plot No. GH-01 situated at, Sector 115, Noida, Uttar Pradesh ("Plot")** in favour of the Lessee by virtue of lease deed dated July 18, 2018 duly registered as Document No. 3462, in Book No. 1, Vol. No. 6596 at pages 117-156 before the Sub-registrar III, Gautam Buddha Nagar, Uttar Pradesh ("**Lease Deed**") for 90 years commencing on the terms and conditions contained in the said Lease Deed. The above said land has been demised for the purposes of constructing and developing group housing complex thereupon and for allotment of dwelling units to the prospective buyers / sub-lessee.

**AND WHEREAS**, as per the layout / building plans, which have been sanctioned and approved by the Competent Authority, a group housing complex known as '**IVORY COUNTY**' (hereinafter referred as to the "**Project**") has been developed and constructed upon the said Plot. The Project has been developed in three (03) phases and the occupancy certificate / part occupancy certificate in respect of the phase / building / tower where the dwelling unit / apartment (identified hereunder) is situated, has been obtained.

**AND WHEREAS**, pursuant to the Sub-lessee's application for allotment of a dwelling unit in Phase \_\_\_\_ of the Project (duly registered with UPRERA and bearing RERA Registration

No. \_\_\_\_\_), and relying upon the statements, representations and assurances made by the Sub-lessee at various stages, the dwelling unit bearing **Flat No. [ ] on [ ] Floor in Tower [ ]** of the Project (“Unit”) had been allotted in favour of the Sub-lessee vide allotment letter dated [ ] (“Allotment Letter”). Basis the representations made and consideration paid (as mentioned herein) by the Sub-lessee, the Lessee has agreed to sell, 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 abovementioned Lease Deed (executed between the Lessor and the Lessee) and also the terms and conditions specified in the Allotment Letter (executed in favour of the Sub-lessee).

**AND WHEREAS**, the Sub-lessee has carried out independent inspection of the said dwelling Unit has also inspected the building plans, fixtures and fittings installed and / or provided therein and has also satisfied themselves as to the soundness of the structure and construction thereof. The Sub-lessee has also inspected the common areas, amenities and passages, appurtenant to the said dwelling Unit and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the said housing complex and agreed to take over the possession of the said Unit and to enter into the present sub-lease deed.

**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 / tower where the Unit is situated, paid by the Sub-lessee, the receipt of which is hereby acknowledged, the Lessee does hereby sell, transfer and convey to the Sub-lessee the above said dwelling Unit bearing **Flat No. [ ] on [ ] Floor in Tower [ ]** having super area of [ ] sq. ft. (or [ ] sq. mtrs.) and covered / built-up area of [ ] Sq. Ft. (i.e. [ ] Sq. Mtrs.) and **carpet area (as per RERA) of [ ] sq. ft. (or [ ] sq. mtrs.)** alongwith sanitary, electrical and other fittings & fixtures of the Phase \_\_\_\_ of the Project / group housing complex i.e. ‘**IVORY COUNTY**’ (bearing UPRERA Registration No. \_\_\_\_\_) developed upon a the **Plot No. GH-01 situated at, Sector 115, Noida, Uttar Pradesh** and more particularly described in Schedule of dwelling Unit and plan annexed hereto.

The Lessee simultaneously does hereby grant unto the Sub-lessee for the un-expired period of 90 years lease granted by Lessor under the Lease Deed, which commenced on July 18, 2018, 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. The vacant and peaceful possession of the above-described dwelling Unit has been handed over to the Sub-lessee. The Lessor has received one time Lease Rent of the Plot from the Lessee / Land Owner, and the Sub Lessee is not 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 Lessee Only.
2. That the Sub-lessee without any rebate or deduction whatsoever shall pay to the Authority any and all other taxes, charges, levies and impositions, payable for the time being by the Lessee in relation to the proportionate share of the Sub-lessee in the Project land underneath

the tower where the Unit is situated, in terms of the Lease Deed or otherwise.

3. That the upkeep and maintenance of common / open areas and facilities in the Project shall be discharged by the Lessee (or its nominee / assignee) through a maintenance agency (“**Maintenance Agency**”). The Sub-lessee agrees, to execute a separate Maintenance Agreement with said Maintenance Agency and strictly adhere to same and to promptly pay all demands, charges, bills etc. raised by the said Maintenance Agency. The Sub-lessee undertakes to abide by all the rules / byelaws framed by the Maintenance Agency for the Project. The Sub-lessee understands and acknowledges that the Maintenance Agency shall be appointed on a principal-to-principal basis, and the Sub-lessee hereby agrees and confirms that Maintenance Agency shall be solely and exclusively liable (be it tortuous, 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 (or its nominee / assignee) from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.
4. That the Sub-lessee shall pay prevailing taxes, charges, levies and impositions payable for the time being by the Sub-lessee as occupier of the said dwelling 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 separately between the Sub-lessee and Lessee (its nominee / assignee / Maintenance Agency, as the case may be).
5. The Sub-lessee agrees and accepts that he / she shall be responsible to pay requisite charges relating to the maintenance or all other society charges, which includes power back-up, club, taxes and society charges etc. All the works relating to the maintenance may be assigned to any company / agency by the Lessee (or its nominee / assignee).
6. That the usage rights of [•] dependent car parking spaces (being Car Parking No. [•] in anywhere in the parking bay for the Project [is / are] made available inside the Project to the Sub-lessee, and the said car parking shall always be treated as integral part of the above said Unit, and the same shall not have any independent legal entity detached from the said Unit. The Sub-lessee has been explained that the said dependant car parking shall be used by the Sub-lessee as per terms and conditions of the maintenance agreement executed separately between the Sub-lessee and Lessee (or its nominee / assignee, as the case may be).
7. That for the computation purpose, the Unit / apartment area shall mean and include the built-up covered area of the dwelling Unit – comprising of carpet area of dwelling Unit, area under walls, half area under partition walls, full areas of balconies(s), cupboard(s), spaces, projections, service shaft(s), service shaft(s), terrace(s), garden(s), if any, attached to the dwelling Unit – plus proportionate share of all the common areas such as:
  - foundations, columns, girders, beams, supports, main walls, roof, halls, corridors, lobbies, stairways, fire-escapes and entrances and exits of the building;
  - basements, cellars, wards, parks, gardens, community centres and parking areas of common use **except covered parking**,

- The premises for the lodging of janitors or persons employed for the management of the property;
- Installations of central services, such as, power, light, gas, hot and cold water heating, refrigeration air conditioning, incinerating and sewerage; the elevators, tanks, pumps, motors, fans, cable pipe little (TV, gas electricity etc.) run water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use;
- such other community and commercial facilities **except shops, school** as may be specified in the byelaws, and
- all other parts of the property necessary or convenient to its existences, maintenance and safety, or normally in common use.

The Sub-Lessee shall get exclusive possession of the built-up covered area of dwelling Unit and is being transferred the title of the same along with undivided, impartible, unidentified title to the portion of the Plot where the Project is situated in proportion to the dwelling Unit area of the said dwelling Unit to the total constructed FAR area in the Project within which the Unit is situated. The Sub-lessee shall have all the rights, interests or title jointly in the remaining part of the Project comprising of all common areas and facilities such as specified above including the right of ingress and egress in common areas, which shall remain the joint property of all the Sub-lessee in the proportionate ratio of dwelling Unit area owned out of total FAR of the Project. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues.

8. 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 within the Project. 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 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.
9. 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 shall observe the same as applicable in relation to the land and the Unit being sub-leased under these presents.
10. The Sub-lessee understands and acknowledges that the Lessee (or its nominee / assignee) may carry out development of other projects / phases within the larger Plot, and that such other projects / phases may be adjoining to the project / phase where the Unit is situated. Further, the essential / common facilities and amenities of the projects / phases may be interlinked and interconnected with each other, in the manner deemed fit by the Lessee (or

its nominee / assignee), in compliance with applicable law.

11. The Sub-lessee agrees and acknowledges that rights, title and interests of the Sub-lessee (subject to the provisions of this sub-lease deed) shall be limited to the project / phase upon the Plot within which the Unit is situated; and shall not extend to the larger development / other projects and phases upon the entire Plot. The Lessee (or its nominee / assignee) or the Maintenance Agency shall have a right to restrict or moderate the access / usage, by Sub-lessee, of the common areas, facilities and amenities of the other projects / phases upon the Plot; and the Sub-lessee shall not have objection to the same.
12. That any transfer, sale, assignment, conveyance or otherwise parting with the possession of the said dwelling Unit by the Sub-lessee, will attract the requirement of payment of then prevailing transfer charges and obtaining No-objection Certificate (NOC) from the Lessee (or its nominee / assignee) / Maintenance Agency, in addition to whatsoever other amount as payable to the Lessor. The decision of the Lessor / Lessee (or its nominee / assignee) in respect of the transfer charges and permission for transfer will be final and binding upon the Sub-lessee.
13. That the Sub-lessee shall not mortgage the said dwelling 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 sub-lease deed and the parent Lease Deed executed between Noida & Lessee. The Sub-lessee shall obtain appropriate NOC from the Lessor / Lessee (or its nominee / assignee) 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 above said Unit, the Sub-lessee hereby undertakes to pay the dues of such bank / financial institution in exclusion to the Lessee herein.
15. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-lessee shall be entitled to create tenancy of the whole of the dwelling Unit for the purposes of the private residential dwelling only.
16. That wherever the title of the Lessee / Sub-lessee in the said dwelling 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, insofar as, the same may be applicable and relate to the said proportionate land or the dwelling Unit.
17. 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 (or its nominee / assignee). The stakeholders / successors / legal heirs of the Sub-lessee shall be liable to execute necessary documents for transfer of the apartment on payment of fees in the records of Lessor and Lessee (or its nominee / assignee).

18. That the Sub-lessee shall, 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 dwelling Unit, which are now or may at any time hereafter or during the continuance of this sub-lease deed be assessed, charged or becomes due or imposed upon the dwelling Unit hereby transferred to the Sub-lessee or its tenant / occupant in respect thereof.
19. That the Lessee / Sub-lessee shall in all respect comply with and remain bound by law, rules concerning building, drainage, and other by-laws of the Noida Authority or other competent authorities for the time being in force or whenever becomes applicable in future. Along with above said, all the terms and conditions of the brochures of scheme, allotment building by-laws and amended from time to time shall be binding upon Lessee / Sub-lessee.
20. 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 dwelling Unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant by the Sub-lessee, the Sub-lessee shall be solely responsible and liable for penal and other legal consequences.
21. That the Sub-lessee will use the dwelling Unit exclusively for residential purpose and for no other purposes. Under no circumstances shall the Sub-lessee contravene the safety provisions while using / occupying the above said dwelling Unit. In violation, the Sub-lessee shall be solely responsible and liable for the consequences as per law.
22. 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 under these presents. All unauthorized constructions / encroachments made shall be removed at the cost and consequence of the Sub-lessee.
23. That the Sub-lessee of ground floor dwelling unit in the Housing Complex will be entitled to the use of the seating area / balcony earmarked for such flats, for the limited purpose of keeping the same as green. No construction, either temporary or permanent is permitted other than pool and landscape features on such seating areas / balconies. The right of Sub-lessee shall however be subject to provisions of U.P. Ownership of Flats Act, 1975 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.
24. That the Lessee (or its nominee / assignee) or Maintenance Agency (or associate or any other company of the Lessee) shall charge from the Sub-lessee proportionate share as may be determined by the Lessee (or its nominee / assignee)/ Maintenance Agency of all deposits and charges paid or payable for consumption of electricity for power back-up and common areas. 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.

25. Unless otherwise permitted / allotted in favour of the Sub-lessee of the top floor, the Sub-lessee of top floor dwelling unit shall not have any exclusive rights of use of the terrace above the dwelling unit. However, all the sub-lessees of the complex shall have right to use the terrace at reasonable time for maintenance / upkeep of water tanks, fixing of T.V. antennas or any other legally permitted purposes on the terrace subject to observance of safety norms. The terrace shall also be available to the occupants of the building / tower in times of emergencies. No unauthorised construction, temporary or permanent, is permitted by Sub-lessee in the Project or terrace or in allotted flat or any part thereof. The right of Sub-lessee shall however be subject to provisions of all applicable Laws, bye Laws and rules etc. The Sub-lessee has agreed that solar installations with steel structures for sustainable environment will not be objected by Sub-lessee and the Lessee (or its nominee / assignee)/ Maintenance Agency will have sole right to install solar panels on the roof top and utilize the energy as deems fit.
26. That the Lessee / 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 share in the undivided proportionate land hereby sub-leased, shall always remain undivisible 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.
27. The Lessee / Lessee (or its nominee / assignee) / Sub-lessee shall insure the premises comprehensively either singly or collectively with other allottees and keep the insurance updated at all times. The Sub-lessee further declares that except the Unit transferred under these present, the Sub-lessee shall not be entitled to use any other areas, especially the unsold areas / flats / Plot / part of the Plot where the Project is situated.
28. That the Lessee / Sub-lessee and all other persons claiming under him / her shall ensure that the Project premises are kept in good shape and repairs, and he / she shall ensure that no substantial material damages are caused to the Project premises or to the sanitary works therein.
29. That the terms and conditions of the parent Lease deed, agreement for sub-lease, 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.
30. That the Sub-lessee has understood that the present sub-lease deed does not create any independent right, title or interest of the Sub-lessee in the earmarked commercial areas of the Project which has been allotted or may be allotted by the Lessee (or its nominee / assignee) to any third party for commercial purposes. The commercial area in the complex is the facility for convenience services to the residents as an independent area of the Project, as well as, for outsiders and the Sub-lessee has no objections for the same. The Lessee (or its nominee / assignee) shall be entitled to sell, transfer, convey or let-out the said commercial areas to his own discretion.
31. That under no circumstances, shall the Sub-lessee harm or cause to be harmed or damaged, 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 designs etc. shall not erect any fencing / hedging / grills without prior permission of the Lessee (or its nominee / assignee) or nominated association / company maintaining the said Unit / Project / complex / building. The Sub-lessee shall not remove any wall of the said Unit including load bearing walls and all the walls / structures of the same remain common between the Sub-lessee and the owners of the adjacent units.

32. That the Lessee (or its nominee / assignee) reserves the sole right to develop the unused areas and / or common areas in the 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.
33. 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.
34. That in case of any breach of the terms and conditions of this sub-lease deed by the Lessee / Sub-lessee, the Lessor will have the right to re-enter the demised dwelling Unit after determining this sub-lease deed. On re-entry to the demised dwelling Unit, if it is occupied by any structure built in an un-authorized manner by the Lessee / Sub-lessee, the Lessor will remove the same at the expenses and cost of the Lessee / Sub-lessee, as the case may be. At the time of re-entry of the demised dwelling Unit, the Lessor may re-allot the same to any other person.
35. That if the Sub-lessee is found to have obtained the allotment or sub-lease of the Unit by any misrepresentation / misstatement or fraud, this sub-lease deed may be cancelled and the possession of the Unit may be taken over by the Lessor, and the Lessee / Sub-lessee, in such an event will not be entitled to claim any compensation / refund in respect thereof.
36. That all notices, letters, orders and other documents required under the terms of this sub-lease deed, the RERA, 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 1974). The provisions, rules and 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 the possession of the allotted Unit to him / her 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, fixtures, 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 their complete satisfaction, 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. The Sub-lessee further confirms that they have 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 on any of the abovementioned aspects either in present or in future.

38. That all powers exercisable by the Lessor under this sub-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 sub-lease 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. That all clauses of the parent Lease Deed dated executed by Lessor in favour of Lessee shall be applicable to this sub-lease deed as well. In case of any repugnancy of any provision of the Lease Deed and this sub-lease deed, the provisions under former shall prevail.
40. 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 or this sub-lease deed.
41. That the Lessee (or its nominee / assignee) / Sub-lessee shall make such arrangement as 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 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 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.
42. 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 flat 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. The Lessee (or its nominee / assignee) shall be entitled to recover the charges for uses of such publicity / display areas for the uses.
43. That the Lessee (or its nominee / assignee) has 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 would have any objection whatsoever.
44. 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 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 association as resident welfare and association, and if he / she found contrary this would amount to breach of terms and conditions of this sub-lease.

45. That the Lessee has provided certain facilities for the occupants of the complex with the extended use by the relatives & 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.
46. 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.
47. That any dispute arising out of this lease deed shall be referred to arbitration under the provisions of the Arbitration & Conciliation Act, 1996 (as amended) before a sole arbitrator to be appointed under the said act. The venue of arbitration proceedings shall be at 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.
48. That after this sub-lease deed is executed, no disputes or differences relating to the registration, booking, allotment and possession or any such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Lessee / Sub-lessee, would be entertained by the Lessee, except otherwise provided or agreed between the parties in writing. Further, this Sub-Lease is executed subject to the final decision of original application No. 375 of 2015 (MA No. 892/2015, 893/2015 & 894/2015) Paramveer Singh V/s Union of India and others, pending before the National Green Tribunal, New Delhi.

## **SCHEDULE DWELLING UNIT**

Dwelling Unit bearing **Flat No. [•] on [•] Floor in Tower [•]** in Phase \_\_\_\_ of the complex known as '**IVORY COUNTY**' constructed upon a portion of the land falling within the larger **Plot No. GH-01 situated at, Sector 115, Noida, Uttar Pradesh** having super area of **[•] sq. ft. (or [•] sq. mtrs.)** and Covered / Built-Up Area of **[•] Sq. Ft. (i.e. [•] Sq. Mtrs. Approx.)** and carpet area (as per RERA) of **[•] sq. ft. (or [•] sq. mtrs.)** together with proportionate undivided impartible interest in land on which the Unit is situated on a sub-lease basis, as per enclosed plan, and bounded as follows:

East	:	As Per Site Plan
West	:	As Per Site Plan

South : As Per Site Plan  
North : As Per Site Plan

**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 **Ambience Private Limited (Lessee)** by:

\_\_\_\_\_  
Name:  
Designation: Authorised Signatory & Power of Attorney

SIGNED AND DELIVERED,  
For and on behalf of **IPCL (Sub-lessee)** by:

\_\_\_\_\_  
Name:

**WITNESSES:**

- 1.
- 2.