TRIPARTITE SUB-LEASE DEED

Sale Consideration	**:**	**Rs. «Sales_Consideration»**
Market Value	**:**	**Rs. «Market_Value»/-**
Stamp Duty @ 5%	**:**	**Rs. «Stamp»/-**
Car Parking	**:**	**«Car_Parking_» Car Parking**
Flat/ Dwelling Unit No.	**:**	**«unit_no»**
Floor	**:**	**«Floor»**
Block/Tower No.	**:**	**«Tower1»**
Super Area	**:**	**«Super_Area» Sq. Feet (i.e «Area_SqFt» Sq. Meter)**
Carpet Area	**:**	**«Carpet_Area_sq_mt».00 Sq. Meter**

Circle Rate @ Rs. _____/- P.S.M. (For Super Area)

This **TRIPARTITE SUB-LEASE DEED** ("**Sub-Lease Deed**") is made on this _____day of _____, 20___ at Greater Noida, Distt. Gautam Budh Nagar.

BY AND BETWEEN

Greater Noida Industrial Development Authority, an Authority constituted under Section 3 of the U.P. Industrial Area Development Act, 1976, having its main administrative office at Plot No 01, Sector Knowledge Park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh - 201 310, (herein after referred to as the "**LESSOR**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the FIRST PART.

AND

For & on behalf of GNIDA **M/s AR Landcraft LLP,**

Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part

M/s AR Landcraft LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at UM House, 3rd Floor, Unit No. 35, Sector - 44, Gurgaon, Haryana 122002, acting through its authorized signatory **Mr.** _____**S/o Mr.**_____ duly authorized resolution dated _____ s(hereinafter referred to as the "**LESSEE**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART. (PAN.ABEFA8308A)

AND

«M_1st_Applicant_Name» «M_1st_SoDoWife» (PAN.«M_1st_Applicants_PAN») «M_1st_Applicants_Permanent_Address» «M_2nd_Applicant_Name» «M_2nd_SoDoWife» Pan No. «M_2nd_Applicants_PAN» «M_3rd_Applicant_Name» «M_3rd_SoDoWife» «M_3rd_Applicants_PAN» «M_4th_Applicant_Name»«M_4th_SoDoWife»«M_4th_Applicants_PAN»R/o «M_2nd_Applicants_Permanent_Address»

(hereinafter referred to as the **"SUB-LESSEE"**), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their/legal heirs, executors, administrators, legal representatives, successors and permitted assigns of the **THIRD PART;**

WHEREAS The LESSOR, Greater Noida Industrial Development Authority, invited bids under its Scheme Code no. REP-01/ 2014-2015 for allotment of recreation entertainment plot with permitted FAR of 0.4 and ground coverage of 20%.

AND WHEREAS a Consortium comprising of RBA Buildtech Pvt. Ltd, being the Lead Member and M/S RBA Homes Pvt. Ltd., RBA Realcon Pvt. Ltd. and ATS Infrastructure Ltd. being the Relevant Members submitted their bid for Plot No. **REP-1**, measuring **4,03,575** square meter situated at Sector 27, Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh ("**Land**"), and the Lessor issued Reservation letter No. PROP/ REP-01/2014-2015 dated July 09, 2014 and additional allotment letter no. PROP/ Commercial/2014/2911 dated July 17, 2014 for the development and marketing of recreational entertainment park.

AND WHEREAS the LESSOR executed lease deed dated November 12, 2014, which was duly registered with the Sub-Registrar, Sadar, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, registered in Book No 1, Volume No. 17146 from Pages 165 to 214 having Document No.34217, registered on November 12, 2014, as supplemented by the supplementary lease deed dated May 27, 2015 which also duly registered with the Sub-Registrar, Sadar, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, registered in Book No. 1 Volume 18167 on

For & on behalf of GNIDA **M/s AR Landcraft LLP**,

pages 43 to 58 as document no. 11418, registered on May 27, 2015, including any amendments and supplemental deeds executed from time to time (hereinafter collectively referred to as the **"Lease Deed")** for a term of 90 (ninety) years commencing from November 12, 2014, to demise the said Land/Plot No. **REP-1, situated at Sector-27,** Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh admeasuring **4,03,575 (four lakhs three thousand five hundred seventy five) sq mt** in favour of **AR Landcraft LLP.**

AND WHEREAS the Lessee obtained approval of layout for development of project on the above said Land, project known as **Godrej Golf Links" ("Township")** having division of Said Land into various part for development of recreational entertainment park, residential units/Villas/Flats, Commercial and facilities project etc. and carried out internal development work comprising of site clearance, leveling, construction of roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and inter alia constructed Villas/Flats/dwelling units, club, commercial spaces, gymnasium, swimming pool, service building, golf course, multipurpose play field, tennis centre, swimming centre, shops, internal roads & park, utility areas, recreational club, sports complex, , units and other developments along with other amenities etc. as per approved building plans. The said building / developments together with the Said Land are hereafter be referred to and named as the "**Godrej Golf Links"**, i.e., the Township**.** The Lessee has developed one of the phases of the Township, a Flats complex/ cluster known as "***«ComplexCluster»"*** comprising of total ***114*** Flats/ Dwelling Unit
and other facilities, services etc. ("**Project**") as per the layout plan and the building plan approved by LESSOR in this regard.
AND WHEREAS the Lessor as per its letter no. 617/Ch.N./Planning/ Z-247/2023-24 dated January 20, 2024 ("**GNIDA Directive**") has directed the Lessee to allow the general public (i.e. whether an occupant within the Township or not) access the recreational green / facilities within the Township including community center/ club ("**Master Club**"), golf course ("**Golf Course**"), park, shopping mall etc. In pursuance to the said GNIDA Directive, the Lessee has allowed general public (i.e. whether an occupant within the Township or not) access to the Township, subject to usage charges and usage policies as may be intimated by the Lessee, from time to time. The Master Club and Golf Course shall be the exclusive property of the Lessee. The Sub-Lessee shall become member thereof by paying the membership fee as determined by the Lessee, or any operator appointed by the Lessee and shall abide by all rules and regulations of the Master Club and Golf Course (including payment of subscription charges periodically and usage charges as determined by the Lessee, from time to time) as may be framed by the Lessee from time to time. The Sub-Lessee further undertakes to execute agreement for usage of services provisioned in the Master Club and Golf Course as and when called upon by the Lessee.

For & on behalf of GNIDA **M/s AR Landcraft LLP,**

AND WHEREAS the Lessee agrees that, notwithstanding anything contained herein, the Common Areas and Facilities, community center/ club, Master Club, golf course, park, shopping mall etc. of the Project/ Township shall be open to general public subject to usage charges, if any, as may be intimated by the Lessee, in accordance with the law.

AND WHEREAS the Lessee has developed a community building / club within the Project namely *("Master Club & Golf Course Club")* which shall house community / recreational services and facilities, which shall be open to general public (i.e. whether an occupant within the Township or not), subject to usage charges and usage policies as may be intimated by the Lessee , from time to time, in accordance with the permission/ sanctions of competent authority. The Sub-Lessee understands and agrees that the Lessee may engage a third party to operate and manage the Club. The Sub-Lessee shall be required to sign and execute necessary documents for availing the membership of the Club, which shall contain the detailed terms and conditions for the membership and use of the Club and the Sub-Lessee shall be bound by the same. The Sub-Lessee shall be liable to pay periodic subscription and usage charges, as may be intimated by the Lessee or operator from time to time.

AND WHEREAS the Sub-Lessee named above, applied to the Lessee for allotment of a Flat and the Lessee allotted a Said Flat/Dwelling Unit bearing No. **«unit_no», on «Floor» Floor, Block/Tower No. «Tower1», h**aving Super Area **«Super_Area» Sq. Feet (i.e. «Area_SqFt» Sq. Meter), Carpet Area «Carpet_Area_sq_mt» Sq. Meter** and the proportionate rights to use the common area attached thereto (hereinafter referred to as **"Said Flat/Dwelling Unit")** subject to terms contained herein, more fully described in the Schedule to this Sub-Lease Deed and on the terms and conditions as contained in the terms and conditions of allotment dated **……** executed between the Lessee and the Sub Lessee.

AND WHEREAS the LESSEE has shown and provided to the Sub-Lessee a copy of the Lease Deed executed by the LESSOR in favour of Lessee and the shown the building plans of said Project including proposed revisions in the master layout plan and the Sub Lessee has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said Flat/Dwelling Unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Project/Township.

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

For & on behalf of GNIDA **M/s AR Landcraft LLP**,

1. That in consideration of the amount of **Rs. «Sales_Consideration» («Sales_Consideration_In_word»)** paid by the Sub-Lessee to the Lessee, the receipt whereof the Lessee hereby admits and acknowledges, and the Sub Lessee agreeing to observe and perform the terms and conditions contained in the allotment letter of the said Land &, the Lease Deed executed by the LESSOR in favour of the Lessee and herein contained and the terms and conditions of allotment letter issued to the Sub-Lessee and this Sub-Lease Deed, the Lessee doth hereby agrees to demise and the Sub-Lessee agrees to take on sub-lease the Said Flat/Dwelling Unit with all its sanitary, electrical, sewerage and other fittings and for clarity the Said Flat/ Dwelling Unit and for clearness has been delineated in the plan attached as per Schedule-III hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said Flat/Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

2. That the Lessor and Lessee both hereby grant Sub-Lease of the Said Flat/Dwelling Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from November 12, 2014.

3. The Sub Lessee agrees and confirms that vacant and peaceful possession of the Said Flat/Dwelling Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Deed, and the Sub-Lessee has satisfied himself as to the area of the Said Flat/Dwelling Unit, quality and extent of construction (subject to the Lessee's obligations related to the defect liability period under the applicable law) and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.

4. That the said Project and the maintenance charges of the project as applicable would be payable by the Sub-Lessee. The Sub-Lessee agrees to execute separate agreements, namely, Maintenance Agreement and Electricity Supply Agreement of the said Project, and the Sub-Lessee shall be bound by all the covenants and conditions therein.

5. That the up-keeping and maintenance of the Project shall be carried out by the Maintenance Agency till it be handed over to the A.A.O. (Association of Apartment Owners) in accordance with the provisions of the UP Apartment Act- 2010, including its statutory modification(s).

6. That the electricity supply to the Said Flat/Dwelling Unit of the Project is to be taken from NPCL/any other statutory power distribution company. It is permissible for each Flat owner to obtain individual electricity connection for

For & on behalf of GNIDA **M/s AR Landcraft LLP**,

his/her Said Flat together with a separate electricity meter for which the necessary charges for obtained connection, security and user charge shall be payable directly by the apartment owner to the said NPCL/statutory power distribution company. In case any charge is paid such as cost of communication infra, electrical meter, meter charges or any charges required to be paid for each Flat to any electrical authority/ NPCL/ government authorized agency etc. by the Lessee on behalf of the Sub-Lessee, then the same shall, promptly and without any delay of demur, be reimbursed, on demand, to the Lessee by the Sub-Lessee. The Lessee has provided the power backup to the Sub-Lessee/s. The maintenance of the power backup will be maintained by Lessee/A.O.A. and the expenses for the maintenance of power backup will be borne by the Sub- Lessee/s from his/her/their own cost/expenses. In case owner wants to install solar panel/system on the roof top, entire cost not limited to internal and external infrastructure, installation etc will be borne by the Sub-Lessee.

7. That in accordance to the provision of Uttar Pradesh Electricity Supply Code (Thirteenth Amendment) 2018, the meter installed by the NPCL at the incoming supply point of the Project will act as "Reference Meter". The NPCL will compare the total electricity/energy consumption recorded by "Reference Meter" and total electricity/energy consumption of all the individual meters, installed in project, for each billing cycle. The difference of electricity/energy consumption beyond the prescribed limit of "Reference Meter" and total electricity consumption of all the individual meters installed in project, shall be added in the consumption of Common Area by the NPCL. The Sub-Lessee shall pay proportionate share of such extra added units without demur to the Lessee/Nominated Maintenance Agency/AAO as the case may be, along with the Maintenance Charges.

8. The name of the Project, in accordance with applicable laws, may be changed at the option and discretion of the Lessee and neither the Sub-Lessee(s) nor the Lessor shall be entitled to raise any objection/hindrance–with respect to the same.

   It is further agreed that the association of "**Godrej**" brand name with the Project shall not, under any circumstances, be construed as a license or any other interest granted to any person in the said brand name and all intellectual property rights in and arising out of or connected with the said brand name and ownership of the brand name shall at all times vest in and be held exclusively by Godrej Properties Limited.

9. That for computation purpose, the super area means and includes the covered area, area of the balconies, cupboards, if any, lofts plus proportionate common areas such as projections, corridors, terraces, passages, area under lifts and lift rooms, staircases, underground /overhead water tanks, mumties, entrance lobbies, electric sub-station, STP, pump house, shafts, guard rooms, community center and other common facilities of the Said Flat/Dwelling Unit. The Sub-

Lessee shall get exclusive possession of the built-up-area i.e. covered area, areas of balconies, area of lofts and area of cub-boards if any, of the Said Flat/Dwelling Unit. The sub-lease rights of the Said Flat/Dwelling Unit is being transferred to the Sub-Lessee through this Sub-Lease Deed and the Super Area shall consists of area as declared in the form of declaration Form "A" and the Sub-Lessee shall have unfettered rights to use/lease of an independent area not part of loading in super area.

10. That for computation purpose, the carpet area means the net usable floor area of the Said Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Flat for exclusive use of the Sub-Lessee or verandah area and exclusive open terrace area appurtenant to the Said Flat for exclusive use of the Sub-Lessee, but includes the area covered by the internal partition walls of the Said Flat.

11. That the Sub-Lessee shall not be entitled to claim partition of his undivided share in the land of the Project as aforesaid, and the same shall always remain undivided and importable and unidentified. It is further clarified that the interest of the Sub-Lessee shall be confined in the Said Land only.

12. The Sub-Lessee undertakes to put to use the Said Flat/Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the Said Flat/Dwelling Unit other than residential will render Sub-Lease liable for cancellation by the LESSOR and the Sub-Lessee will not be entitled to any compensation whatsoever. The allotment/ lease may be restored by the LESSOR subject to its policy on the conditions laid therein AND further subject to payment of charges to the LESSOR.

13. That Sub-Lessee acknowledges that under this Deed the Lessee has transferred only the Said Flat/Dwelling Unit together with all common easementary rights attached therewith. The un-allotted areas and Flats/dwelling units, shopping areas, if any, etc. shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who has all the right to dispose of these properties. The Common Areas and Facilities would later on be handed over, in accordance with law, to the RWA / AOA and upon such handover RWA/AOA shall adhere to the rules, regulations (including GNIDA Directive) of the Lessor, applicable laws, terms of the Lease Deed, etc. Subject to the foregoing, upon such handover of Common Areas and Facilities, the RWA/AOA shall be entitled to frame rules and regulations for such areas and facilities as per its approved bye-laws adopted by RWA/AOA as per the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Rules, 2011.

14. That the Said Flat/Dwelling Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself

For & on behalf of GNIDA **M/s AR Landcraft LLP**,

Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part

to facilitate his loan/financial assistance for purchase of the said Flat/ Dwelling Unit.

15. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on provided always that the Lessor shall make reasonable compensation to Sub- Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee.

16. That the Lessor has received one time lease rent in respect of the Said Land from the Lessee and hereby confirms that no lease rent is payable in future by the Sub Lessee in respect of the Said Flat/Dwelling Unit during the period of Sub- Lease.

17. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, enhanced compensation to the farmers under orders of any Court, metro cess, cess, charges, levies and impositions, levied by the Lessor and/or any other local or statutory authority from time to time in proportion to the area of the Said Flat/ Dwelling Unit from the date of allotment of the Said Flat/Dwelling Unit by the Lessee.

18. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, the Lease Deed, approvals/ directions issued by Lessor and the allotment letter of the Said Land and the terms & conditions of allotment letter issued to the Sub-Lessee and punctually observe the same in respect of the Said Flat/Dwelling Unit purchased by him.

19. The Lease Deed executed by the LESSOR in favour of the Lessee shall be deemed to be a part of this Sub Lease Deed. The Sub Lessee confirms that he has received a copy of the said Lease Deed. All the parties hereto agree and clarify that in the event of any inconsistency or repugnancy between the provisions of this deed and the Lease Deed executed by the Lessor in favour of the Lessee the latter shall prevail over the former.

20. That the Sub-Lessee shall not sell, transfer or assign, mortgage or sublet the whole or any part of the Said Flat/Dwelling Unit to anyone except with the previous consent in writing of the Lessor and Lessee and on such terms and conditions, including the transfer charges/ fees as may be decided by the Lessor and Lessee from time to time and shall have to follow the rules and regulations

For & on behalf of GNIDA **M/s AR Landcraft LLP,**

Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part

prescribed by the Lessor in respect of Lease-hold properties. In addition to the foregoing, upon handover of the Project to AOA, the transferee shall also be required to obtain no dues certificate with respect to maintenance and utility charges from AOAs prior to transfer of Said Flat/Dwelling Unit. The aforesaid shall equally apply in case of any involuntary sale, including that under order of attachment or sale by a Court of law / Tribunal.

21. That whenever the title of the Sub-Lessee in the Said Flat/Dwelling Unit is transferred in any manner whatsoever, the approved transferee shall be bound by all covenants and conditions contained in the Lease Deed executed by the Lessor in favour of the Lessee, this Sub-Lease Deed and all other approvals / directions issued by Lessor from time to time, the allotment letter of the Said Land and the terms and conditions of allotment letter issued to the Sub-Lessee, the Maintenance Agreement referred to elsewhere in this Sub–Lease Deed. The transferee shall be answerable in all respects to the Lessor in regard to the Said Flat/Dwelling Unit.

22. That whenever the title of the Said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferor and transferee shall within Two (2) months of transfer give notice of such transfer in writing to the Maintenance Agency and AOA/ RWA. It shall be the responsibility of the transferor to pay the outstanding maintenance dues and other charges payable to the Maintenance Agency and obtain the no dues of certificate from the Lessee or its nominee or the Association of Apartment Owners, as the case may be and no dues for the Society Maintenance from the Lessee or its nominee(s) before effecting the transfer of the Said Flat/Dwelling Unit, failing which the transferee occupying the Said Flat/Dwelling Unit shall have to pay the outstanding dues to the Maintenance Agency.

23. In the event of death of the Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within Three (3) months of devolution give notice of such devolution to the Lessor and the Lessee/ Maintenance Agency/ Association of Apartment Owners (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance / other amounts due, to the Maintenance Agency and AOA/ RWA, Lessor or any other government agency as the case may be.

24. The transferee or the person on whom the title devolves as the case may be, shall furnish to the Lessor/Lessee and to the nominated Maintenance Agency certified copies of documents evidencing the transfer or devolution, as the case may be.

25. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the Said Flat/Dwelling Unit for purposes of private dwelling only in accordance with law.

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Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part

26. That the Sub-Lessee may mortgage the Said Flat/Dwelling Unit in favour of the State or Central or financial institutions/commercial banks, etc., for raising loan with the prior permission of the Lessor and Lessee in writing before execution of Sub-Lease Deed. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the Said Flat/Dwelling Unit as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and preemptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court of law.

27. That the Lessor and/or the Lessee and /or the Maintenance Agency and their employees shall have the right to enter into and upon the Said Flat/Dwelling Unit, lawn and terrace area in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice to the Sub-Lessee, except in case of emergency during the term of the Sub-Lease.

28. That the Sub-Lessee shall from time to time and at all times pay directly to the local government/ Central Govt./ Local Authority or Lessor existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the Said Flat/Dwelling Unit hereby transferred.

29. So long as each Said Flat/Dwelling Unit shall not be separately assessed for the taxes, duties etc., the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the Said Flat/Dwelling Unit to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessee(s) of the Project/Township shall deposit the same with the concerned authority/Lessor.

30. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the Said Flat/Dwelling Unit with the adjoining Flat.

31. (a). The Sub-Lessee will not carry on, or permit to be carried on, in the Said Flat/Dwelling Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the

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other/neighboring owners of the said Project/Township and persons living in the neighborhood.

(b). The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor, Lessee, Maintenance Agency now existing or herein after to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the Project/Township.

32. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas and facilities, passages, corridors or interfere / obstruct any other allottee / sub-lessee in his with the amenities and services available for common use in the Project /Township, nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Flat/Dwelling Unit or Common Areas and Facilities, or the open or covered parking space by the sub-lessee shall be liable to be removed at his own cost by the Lessor or by the Lessee and/or by the Maintenance Agency with the prior approval of the Lessor. The charges levied by the Lessor, the Lessee and/or by the Maintenance Agency in this regard shall be finalized and binding on the Sub-Lessee.

33. That the Sub-Lessee shall not interfere in the right of the Lessee / RWA / AOA over the usage of fire-fighting system including the water reservoir and the STP units which is to be used as common between the residential and all the adjoining commercial complex, or any other structure with the premises of the Project/Township. All unauthorized encroachments or temporary/permanent construction carried out in the Said Flat/Dwelling Unit or on the Open and Covered Car Parking space by the Sub-Lessee shall be liable to be removed at his own cost by the Lessor or by the Lessee and/or by the Maintenance Agency/ AOA/ RWA, with the prior approval of the Lessor. The charges levied by the Lessor, the Lessee and/or by the Maintenance Agency/ AOA/ RWA in this regard shall be finalized and binding on the Sub-Lessee.

34. That the Sub-Lessee shall on the determination of the sub-lease of his share in the Land, peaceably yield up the proportionate interest in the Land of project, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the Land.

35. That the Project along with pump houses, generators, etc., may be got insured against fire, earthquake, riot, natural calamity and civil commotion at the expenses of the Sub Lessee by the Lessee, the Maintenance Agency and all the Sub-Lessees pay and continue to pay the proportionate charges to be incurred by the Lessee / Maintenance Agency for the purpose of insurance. The Sub-

Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the Said Project or cause increased premium.

36. That the Sub-Lessee shall maintain the Said Flat/Dwelling Unit including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the Said Flat. Further, the Sub-Lessee agrees and acknowledges that since the Said Flat is constructed using conventional cast/ pre-cast technology, the Sub-Lessee shall do routine maintenance of the Said Flat. Further, he will allow the Maintenance Agency the access to and through the Said Flat/Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the LESSOR or any other Local Authorities or the Association of the Sub-Lessees.

37. That in accordance with the provisions of the U.P. Apartments Act, 2010 it shall be incumbent on the Sub-Lessee to join the Association comprising of the sub- lessees for the purpose of management and maintenance of the Project/Township. Only Common Areas and Facilities shall be transferred to the Association. Facilities like Master Club, Golf Course, (recreational areas, dormitories, stores, shops, parking, etc., shall not be handed over to the Association and will be owned by the Lessee. The central green lawns and other common areas of the Project / Township shall not be used by the Sub-Lessee for conducting personal functions, such as, marriages, birthday parties, etc.

38. That the Sub-Lessee may get insurance of the contents lying in the Said Flat/Dwelling Unit at his own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Said Flat / Project or any part thereof. The Sub-Lessee shall always keep the Lessee or its Maintenance Agency or Association of Apartment Owners, harmless and indemnified for any loss and/or damages in respect thereof.

39. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Flat in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Flats/dwelling units and attached terraces on upper Flat/dwelling units and in the open car parking spaces, which shall always remain open to sky.

For & on behalf of GNIDA **M/s AR Landcraft LLP**,

Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part

40. That the Sub-Lessee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the exterior façade of the Said Flat or anywhere on the exterior or in the Common Areas and Facilities or on the external façade of the Project.

41. That Lessee/Sub Lessee will not erect or permit to be erected on any part of the Flat any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

42. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease for hold the Lessor responsible to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the said Flat wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

43. That the Lessee/Sub Lessee/ tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee/Sub Lessee/tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the Flat except which shall be constructed over the demised wall of the Flat.

44. That the Sub-Lessee shall not remove any walls or increase the area of the of the Said Flat/Dwelling Unit whether temporary or permanent in nature including load bearing walls and all the walls /structures of the same shall remain common between the Sub-Lessee and owners of the adjacent dwelling units.

45. The Sub-Lessee may undertake minor internal alterations in his Flat/Dwelling Unit only with the prior written approval of the Lessee/AOA. The Sub-Lessee shall not be allowed to effect any of the following changes/alterations:

(i). Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Sub-Lessee will get the same repaired at its own cost.

(ii). Changes that may affect the façade of the Said Flat (e.g. changes in windows, tampering with external, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.).

(iii). Making encroachments on the common spaces in the Project/Township.

(iv) Shall not construct any temporary or permanent structure in the green area in the backyard and open space in front of the Said Flat/ Dwelling Unit and shall

use the said green area and open space for intended purpose of garden and parking respectively.

46. That the Sub-Lessee shall strictly observe the following points to ensure safety, durability and long term maintenance of the Said Flat:

(i). No changes in the internal lay-out of a Said Flat should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required.

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

(iii). All the plumbing problems should be attended only by qualified or experienced plumber in the Flat. The plumbing network inside the Flat/Dwelling Unit is not tampered with or modified in any case.

(iv). Use of acids for cleaning the toilets should be avoided.

(v). All the external disposal services to be maintained by periodical cleaning.

(vi). No alterations will be allowed in elevation, even of temporary nature.

(vii). Any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.

(viii). Sub-Lessee shall not cover the balcony/terrace of his Flat/Dwelling Unit by any structure, whether permanent or temporary.

(ix). The Sub-Lessee shall ensure that all water drains in the Flat/Dwelling Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.

(x). Sub-Lessee should avoid random parking of his vehicle and use only his allotted parking bay.

(xi). In case Sub-Lessee rents out the Said Flat, he is required to submit all details of the tenants to the LESSOR, Maintenance Agency/Association of Apartment Owners. The Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The LESSOR, the Maintenance Agency/ Association of Apartment Owners can object to renting out the Flat to persons of objectionable profile.

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(xii). Sub-Lessee is not allowed to put the grills in the Flat/Dwelling Unit as per individual wish, only the designs approved by the Lessee will be permitted for installation.

47. That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011 and all other rules, regulations and statutory laws, wherever applicable, shall be observed and complied by the Lessee/Sub Lessee / RWA / AOA.

48. That the Sub-Lessee and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises or the sanitary/water/electricity works therein.

49. That the stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed shall be borne by the Sub-Lessee.

50. That the Lessor shall be entitled to recover from the Sub-Lessee all dues payable to it under this Deed as arrears of land revenue without prejudice to its other rights under any other law for the time being in force. Such dues shall constitute a charge over the said Flat within the meaning of the provisions of the Transfer of Property Act.

51. The provisions of U.P. Industrial Area Development Act, 1976 and all rules/ regulations / bye laws framed under the Act or any direction issued by the Lessor shall be binding on the Lessee/Sub-Lessee.

52. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer.

53. The Chief Executive Officer of the Lessor reserves the rights to make such addition, alteration or modification in terms and conditions from time to time as he may consider just and reasonable and the same shall be binding and acting upon the Lessee/Sub-Lessee.

54. Subject to the rights available under the provisions of the U.P. Apartments Act, 2010 or any other applicable statute, the Sub-Lessee shall have no right to object to the Lessee constructing and / or continuing to construct other buildings/ flats/dwelling units adjoining the Said Flat/Dwelling Unit. If at any stage further construction in the complex, becomes permissible, the Lessee shall have the sole

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right to undertake and dispose of such–construction without any claim or objection from the Sub-Lessee.

55. That in case of any breach of the terms and conditions of the Lease Deed executed between the Lessor and the Lessee, the approvals/ directions (including GNIDA Directive) issued by Lessor, this Sub-Lease Deed, and terms and conditions of allotment for Said Flat/Dwelling Unit between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the Said Flat/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised Said Flat/Dwelling Unit, if it is occupied by any structure built un-authorized by the Sub Lessee, the Lessor and/or the Lessee will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.

56. That all notices, orders and other documents required under the terms of the Sub Lease or under the Uttar Pradesh Industrial Development Act, 1976 (U.P.ACT NO. 6 OF 1976) 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 modifications) 1974 (U.P. Act No. 30 of 1974).

57. That the declaration as provided in the section 12 of U.P. Apartment Act, 2010 has been submitted by the Lessee in the office of Competent Authority in respect of the building/Project **" Godrej Golf Links"**.

58. The Sub-Lessee(s) agrees and undertakes that on receipt of possession, the Sub-Lessee(s) shall carry out any Fit-Out/interior work strictly, in accordance, with the rules and regulations framed by the Lessee/ Maintenance Agency/Association / apex body / federation ('Fit-Out Manual") and without causing any disturbance, to the other purchasers of flat(s)/premises in the Project / Said Land. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. The Sub-Lessee(s) hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Lessee (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Lessee or which the Lessee may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit and (ii) for all costs and expenses incurred by the Lessee for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Said Flat.

For & on behalf of GNIDA **M/s AR Landcraft LLP**,

Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part

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SCHEDULE OF FLAT/DWELLING UNIT

Flat/Dwelling Unit bearing No. **«unit_no» on «Floor» Floor, Block/Tower No. «Tower1»**
in Complex/Cluster "«ComplexCluster»" having Super Area **«Super_Area» Sq. Feet (i.e. «Area_SqFt» Sq. Meter) and Carpet Area «Carpet_Area_sq_mt» Sq. Meter or** as per attached map (Schedule-III) built on said Plot No. **REP-1, situated at Sector-27,** Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the Said Flat/Dwelling Unit and right to use the Common Area and Facilities, as per the enclosed plan and bounded as follows:

East:	As per the floor Plan
West:	
North:	
South:	

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Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part

SCHEDULE II DEFINITIONS.

DefinedTerm	Definition
Association	The condominium / association of the allottees / sub-lessees for the Project and/or Township as the case may be, which shall be formed by the Lessee under the applicable laws
Carpet Area	means the net usable floor area of the Said Flat/ Dwelling Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Flat/ Dwelling Unit for exclusive use of the Sub-Lessee or verandah area and exclusive open terrace area appurtenant to the Said Flat/ Dwelling Unit for exclusive use of the Sub-Lessee, but includes the area covered by the internal partition walls of the Said Flat/ Dwelling Unit.
Common Areas Facilities	Shall mean such areas and facilities in the Project which are meant for common use, enjoyment and access of the sub-lessee at the Project, as described in Schedule IV hereto (but excludes areas therein which are to be reserved / restricted for any other allottee / sub- lessee/ right-holder at the Township or a group thereof or otherwise transferable by the Lessee to third parties as per applicable laws, such as Golf Course, Master Club, shops, commercial areas etc.)
Fit-outs	The fixtures, fittings, electrical devices, and other equipment, systems, furniture, partitions, temporary walls and ceilings, etc. that may be installed by the Sub-Lessee in the Said Flat, whether fixed or otherwise, to make it suitable for use

For & on behalf of GNIDA **M/s AR Landcraft LLP**,

Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part

SCHEDULE III
LAYOUT PLAN OF THE SAID FLAT

For & on behalf of GNIDA **M/s AR Landcraft LLP,**

Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part

SCHEDULE IV

COMMON AREAS AND FACILITIES

Project Level:

i. Underground water tank and pump room
ii. Domestic water supply equipment.
iii. Electric sub- station/ transformers/ electrical panels.
iv. Lawns & play areas, including lighting and services
v. Guard room
vi. Cluster approach road to buildings situated within the Project
vii. Green landscape areas, water bodies, fountain and lighting / service thereof.
viii. Driveways/roads/walkways/lighting and services.
ix. Boom barrier at cluster entry and exit.
x. Strom water drainage line
xi. Sewerage drainage line
xii. Sewerage treatment plant
xiii. Common passages / road/ corridors including lighting
xiv. Power Distribution System, Sub — Station including DG sets.
xv. Cluster Club

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day, month and the year first above written:

In presence of:
Witnesses:

Signed for & on behalf of the
LESSOR

Signed for & on behalf of the

LESSEE

SUB-LESSEE/S

For & on behalf of GNIDA **M/s AR Landcraft LLP**,

Lessor/First Part Lessee/Second Part Sub-Lessee(s)/Third Part