

## CONVEYANCE DEED

This **Sub-Lease Deed/ Conveyance Deed (“Deed”)** is made and executed at Noida on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

### BY AND BETWEEN

**M/s Three C Homes Private Limited**, a Company duly incorporated under the Companies Act, 1956 and having its Registered Office at C- 23, Greater Kailash Enclave Part-I, New Delhi 110048, through its Authorized Signatory Mr. \_\_\_\_\_ duly authorized by the Board of Directors vide Resolution dated \_\_\_\_\_ (hereinafter referred to as the ‘**Sub-Lessor**’ or ‘**Developer**’ or ‘**Promoter**’), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its/his/her/their/legal heirs, executors, administrators, legal representatives and assigns, of the **FIRST PART**;

### AND

#### *[If the Sub-Lessee is a Company]*

Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ (CIN no. \_\_\_\_\_ and PAN \_\_\_\_\_) represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the “**Sub-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**;

### [OR]

#### *[If the Sub-Lessee is a Partnership Firm]*

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “**Sub-Lessee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and its assigns) of the **SECOND PART**;

### [OR]

***[If the Sub-Lessee is an Individual]***

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the **“Sub-Lessee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, heirs, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

**[OR]**

***[If the Sub-Lessee is a HUF]***

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the **“Sub-Lessee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF and their respective executors, administrators and permitted assigns) of the **SECOND PART**;

*The Sub-Lessor and the Sub-Lessee are hereinafter collectively referred to as the **“Parties”** and individually as a **“Party”**.*

**WHEREAS:**

- A. The Sub-Lessor is the absolute and lawful lease right holder of Plot No. TS – 01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308, measuring approximately 404,860.60 square meters (**“Larger Parcel of Land”**) for a period of 90 years to the Sub-Lessor, vide Lease Deed dated 10.06.2011 duly registered as Document No. 10287, Book No. 1, Volume No. 8687 at Page No. 1 to 30, read with Correction Deed dated 04.02.2013, registered as Document No. 2553, Book No. 1, Volume No. 12504, Page No. 293 to 870.
- B. The Project Land (admeasuring 32,273 sq. mtrs.) forms part of the Larger Parcel of Land, bearing Plot No. GH – 01, TS-01, Sector 22A, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, 201308 (the **“Project Land”**) wherein the Sub-Lessor constructed and developed a Group Housing Project having residential Units/Flats of various sizes and dimensions on the Project Land

under the name \_\_\_\_\_, having RERA No. \_\_\_\_\_ (hereinafter referred to as the said “**Project**”).

- C. As per the stipulations of the Lease Deed read with the Correction Deed, the Promoter is entitled to allot the Flat(s)/Unit(s) on lease hold basis to the intending sub-lessee(s). The location of the Flat/Unit has been described in the layout plan.
- D. The Project Land is earmarked for the purpose of constructing and developing a Residential Project comprising of Flat/Unit to be used for ‘residential’ purposes only and the Project shall be known as “\_\_\_\_\_”.
- E. The Sub-Lessee, after seeing and examining the Master Plan (i.e. the plans obtained by the Sub-Lessor for the Project as a whole) and other necessary documents and deeds, has fully acquainted and satisfied himself/itself with the title of the Sub-Lessor over the Project Land, and as to the Sub-Lessor’s lawful right to develop the said Project thereon, and further to sell the Flat/Unit in the said Project, and having fully understood all limitations and obligations of the Sub-Lessor, has applied to the Sub-Lessor to purchase a Unit/Flat in the Project, and the Sub-Lessor has agreed to sell/sub-lease the same to the Sub-Lessee on the terms mutually agreed and as recorded hereinafter.
- F. The Sub-Lessee has made the decision to enter into this transaction/ sub-lease deed pertaining to the Flat/Unit in the abovementioned Project with full knowledge and after doing its own due diligence about the Project, and the Sub-Lessor has agreed to allot/sell/sub-lease to the Sub-Lessee, Flat/ Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. / \_\_\_\_\_ sq. mtrs. situated in the Project, more particularly described in Schedule \_\_\_\_ attached hereto (hereinafter referred to as the ‘**Flat/Unit**’), on the terms mutually agreed and as recorded hereinafter.
- G. The Sub-Lessor has agreed to sub-lease, transfer, convey and assign to the Sub-Lessee and the Sub-Lessee has agreed to purchase the said Flat/ Unit with all appurtenant and easementary rights therein/ thereto for a total sale consideration of INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ only), exclusive of applicable taxes and other charges (“**Total Sale Price**” or “**Total Consideration**” or “**Total Cost**”).
- H. No one besides the Sub-Lessor has any interest, right or claim of any kind in the said Project Land, and the Sub-Lessor has full and unrestricted right and power to sub-lease the same.

- I. The Sub-Lessee agrees and acknowledges that the Total Sale Price/Total Consideration/Total Cost of the Flat/ Unit is fair and acceptable to the Sub-Lessee. The Sub-Lessee further agrees and acknowledges that a similar Flat/ Unit may be/have been sold/allotted/conveyed by the Sub-Lessor at a different price/consideration, the Sub-Lessee shall not raise any objection or claim in this regard.
- J. The Sub-Lessee after having satisfied itself with the facts aforesaid and having inspected the relevant record relating to title of the Flat/ Unit and various approvals, has agreed to purchase the Flat/Unit for the consideration and terms stipulated in this Sub-Lease Deed. The Sub-Lessee has also understood that the development, facilities and amenities and their earmarked uses, as may be, modified / amended by the Sub-Lessor in accordance with the approvals received / to be received from YEIDA and other competent authorities, at any stage, as per the applicable laws, to which the Sub-Lessee shall have no objection (subject to applicable statutory provisions) and such changes / modifications shall be binding on both the Parties
- K. The Sub-Lessor and the Sub-Lessee pursuant to the aforesaid are desirous of executing this Deed of the Flat/Unit in favour of Sub-Lessee.
- L. The Sub Lessor has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority (UPRERA) vide Registration No. \_\_\_\_\_.
- M. **The Sub Lessee(s) submits/ confirms/ acknowledges/ understands that the management of Three C Homes Private Limited as it stands as on 13.06.2023 is that of Ace Infracity Developers Private Limited in terms of Hon'ble NCLT, Delhi order dated 13.06.2023 in the case titled as:- Arun Kumar Sinha Vs Three C Homes Private Limited (C.P. (IB) - 432/2019) in the I.A filed by Mr. Gaurav Katiyar (I.A. No. 3885/202).**

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

1. That the Sub-Lessee shall use the Flat/ Unit for 'residential' purpose only and Sub-Lessee shall not be permitted to use the Flat/ Unit for any other purpose, which may or likely to cause nuisance to other occupants in the Project.

2. That Sub-Lessee shall not have any right, title or interest in other portion of the said Project Land, amenities, facilities, etc. The Sub-Lessor reserves its rights to dispose-off those parts/ portion/ facilities and has the right to charge membership fee/usage charges in accordance with rules and regulations framed under its sole discretion.
3. That the Project's lay out plans may be subject to changes, for which, the consent of the Sub-Lessee shall not be required, the Sub-Lessor under its own discretion can make any change therein.
4. That the Sub-Lessee has reviewed the development plans and has been made aware of and accepts that the development plans may not be final in all aspects and that there may be variations, deletions, additions, alterations made either by the Sub-Lessor at its sole discretion or pursuant to requirements of any Government/Statutory Authority/guidelines and directions of YEIDA.
5. That nothing herein shall be construed to provide the Sub-Lessee with the right to prevent Sub-Lessor from:
  - i. constructing or continuing with the construction of other structure(s), facilities, services etc. on the Project Land;
  - ii. putting up additional constructions of any kind in the Project Land;
  - iii. amending/ altering the development plan.
6. That the Sub-Lessee shall not be entitled for the bifurcation or amalgamation of the Flat/Unit with another flat/unit.
7. That the Sub-Lessee after the registration of the Sub-Lease Deed in its favor shall be considered as owner of the Flat/ Unit.
8. That the Sub-Lessee shall not have any right for construction of any type/nature, gardening etc. in any part of the Project. The Flat/ Unit shall be used for 'residential' purposes only, no other activity shall be allowed.
9. That the amenities like roads, electricity, sewers & water supply, shall be provided by the concerned regulatory authority up to the boundary of the Project. The Sub-Lessor will carry out all the above-mentioned amenities within the boundary of the Project i.e. internal development of the Project ((including roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting etc. as mentioned in the brochure). Any delay

in providing the above said facilities on the part of the regulatory authority shall not be considered as delay on the part of the Sub-Lessor.

10. That the Sub-Lessee has inspected the Project, the development plans, ownership records, the Lease Deed and other documents relating to the title and all other details of the Flat, which the Sub-Lessee considers relevant and has satisfied himself/herself about the right, title and capacity of the Sub-Lessor to deal with the Flat/Unit and has understood all the limitations and obligations thereof.
11. That the Sub-Lessee acknowledges that it has verified the physical measurement of the Flat/Unit and that this Sub-Lease Deed truly depicts the area of the Flat/Unit and that it shall have no claim of any nature whatsoever against the Sub-Lessor in this regard.
12. The undivided interest in the common areas and facilities of the Sub-Lessee shall be confined up to the particular Project wherein the Flat/Unit is situated. The upkeep and maintenance of the Project will be carried out by the Sub-Lessor or its nominee, the Sub-Lessee shall be liable to pay maintenance charges of the Project to the Sub-Lessor or the Maintenance Agency, as the case maybe.
13. For the purpose of clarification, it is reiterated, the monthly maintenance charges shall commence from the 61st day from the date of written intimation of 'offer of possession', irrespective of date of physical acceptance of possession or no acceptance of physical possession at all.
14. Upon receiving a written intimation from the Sub-Lessor, the Sub-Lessee(s) shall take possession of the Flat/Unit from the Sub-Lessor by executing necessary indemnities, undertakings, Sale/Sub-Lease Deed, Maintenance Agreement and such other documentation and by making payments of all dues, charges, interest etc., to the Sub-Lessor, and the Sub-Lessor shall give possession of the Flat/Unit to the Sub-Lessee(s).
15. If the physical possession of the Flat/Unit is not taken within 60 days of offer of possession, the Sub-Lessee(s) shall pay holding charges at the rate of Rs. 10/- per month per sq. ft. of the Carpet Area of the Unit/Flat, on delay in taking the possession of said Unit/Flat, till actual date of possession in addition to Maintenance Charges and any other charges, as maybe applicable.
16. The failure of the Sub-Lessee(s) to take possession of the Flat/Unit, shall be at the risk, cost and consequences of the Sub-Lessee(s) and the mere holding of the Flat/Unit by the Sub-Lessor in such circumstance, shall not make the Sub-Lessor responsible/liable

to the Sub-Lessee(s) / anyone on that count.

17. The holding/waiting period from the date of the offer of possession and till the date of possession taken by the Sub-Lessee(s) shall not exceed the period of 6 months and in the event of the Sub-Lessee(s) failing to take possession within such time, shall entitle the Sub-Lessor to treat the allotment as cancelled at the instance of the Sub-Lessee(s).\
18. It is expressly disclaimed that non-payment of any additional charges and maintenance charges within the time specified shall also disentitle the Sub-Lessee(s) to the enjoyment of the Common Services and Facilities and other common services as set forth in the agreement between the Parties and/or the nominated agency.
19. That the lease rent for the said Unit/ Flat till date has been paid by the Sub-Lessor. The Sub-Lessee shall pay any increase in the lease rent beyond the lease rent presently applicable on pro-rata basis as and when so applicable and demanded by Sub-Lessor/ YEIDA/ nominated designated maintenance agency. It is also made clear to the Sub-Lessee that all such levies/ increases may be levied by the government authority with prospective or retrospective effective from the date of licence(s) of the Project. The Sub-Lessor makes it clear that if it is required to pay such levies, interest and other charge etc., in such prospective /retrospective manner from the date of licence(s), then the Sub-Lessor shall demand, and the Sub-Lessee undertakes to pay the same proportionately in the manner in which the area of the Unit/ Flat bears to the total area of the Project as calculated by the Sub-Lessor. This undertaking by the Sub-Lessee shall always survive the conveyance of the Flat/Unit in favour of the Sub-Lessee. The Sub-Lessee specifically recognize(s) that such demand when made will constitute unpaid sale price and agree(s) that even if such levies are demanded by the Sub-Lessor after the sale deed is executed in favour of the Sub-Lessee, the Sub-Lessor shall have lien on the Flat/Unit to the extent of such unpaid sale price and the Sub-Lessee hereby confirm(s) that the Sub-Lessee would not object and agree(s) to cooperate if the Sub-Lessor resumes the possession and ownership of the Flat/ Unit and / or take all legal measures to recover such unpaid sale price upon the Sub-Lessee defaulting on such payment.
20. The Sub-Lessee(s) shall have right of usage in respect of Car Parking Space(s)/Stack Parking. The location of the Car Parking Space(s)/Stack Parking shall be identified and allocated by the Sub-Lessor at the time of handover of the possession of Flat/Unit to the Sub-Lessee(s), subject to statutory rules and regulations.

21. That car parking will be available inside the Project. Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces as allotted to the Sub-Lessee(s). One car parking is mandatory with each Flat/Unit, and the Sub-Lessor has reserved limited open car parking space on ground floor for certain Units/Flats, same will be allotted to the Sub-Lessee(s)/owners on first come first serve basis. No car/vehicle is allowed inside the Project except those who have reserved the car parking space. The Sub-Lessor also reserves its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the Project to the Residents Welfare Association of the Project. The Residents Welfare Association or owner(s)/Sub-Lessee(s)/occupier(s) of the Unit/Flat shall not have any right over the un-allotted parking spaces.
22. The Car Parking Space(s)/Stack Parking forming a part of the Flat/Unit is bundled with and deemed to be part and parcel of the said Flat/Unit and the same shall not be independent or detached from the said Flat/Unit. The Sub-Lessee(s) undertakes not to sell/transfer/deal with or part with possession of the car parking space independent of the said Flat/Unit and further undertakes that he shall not modify or make any changes or cover the Car Parking Space(s)/Stack Parking or divert the usage of the said Car Parking Space(s)/Stack Parking in any manner whatsoever at any point of time. The Sub-Lessee(s) undertakes to park his vehicle in the Car Parking Space(s)/Stack parking and not anywhere else in the Project. The Sub-Lessee(s) agrees and confirms that in the event of cancellation or resumption of the said Flat/Unit, the Car Parking Space(s)/Stack Parking along with additionally allotted parking space(s), if any, to him shall automatically be cancelled or resumed as the case may be. No separate proceedings for cancellation or resumption of Car Parking Space(s)/Stack Parking shall be initiated or followed by the Sub-Lessor independently in respect of the said Flat/Unit in any manner whatsoever.
23. The Sub-Lessee(s) may apply for additional parking space(s) in addition to the Car Parking Space(s)/Stack parking and the same may be provided by the Sub-Lessor, subject to the availability of additional parking spaces(s), on the prevailing rates and the Sub-Lessee(s) undertakes to pay charges for such additional parking space(s) as per demand raised by the Sub-Lessor. It is clarified that any such additional parking space(s) also shall not be independent or detached from the said Flat/Unit, as clarified herein above.
24. The Sub-Lessee(s) agrees that in case of any additional/unsold/unallotted parking space available with the Sub-Lessor as per the approved Layout Plan in the Project, it shall be in the sole and exclusive discretion of the Sub-Lessor to deal with the same in any manner, including by way of allotment to any other Sub-Lessee(s), and the Sub-



Lessee(s)/Association of Allottees shall not have any right in respect of such space nor shall raise he/she/they any objection to this right of the Sub-Lessor.

25. The Sub-Lessor has explained and the Sub-Lessee(s) has agreed that the specific area for the agreed Car Parking Space(s)/Stack parking shall be decided at the time of giving of possession of the Flat/Unit to the Sub-Lessee(s) including by the way of mechanical parking and further that the Sub-Lessor shall have the sole right to decide the same in its exclusive discretion including the mode of allotment.

26. That it is agreed and acknowledged by the Sub-Lessee(s) that to meet the requirement of additional car parking/Stack parking space in the event of additional construction/expansion undertaken in terms of the permission granted by YEIDA, for additional FAR, the Sub-Lessor may in its discretion, convert the existing car parking space/Stack Parking in a manner to create additional space for car parking/ Stack parking by and including and not limited the use of mechanical parking technology, however, not disturbing the right of the Sub-Lessee of the Unit as to the allotted parking granted herein.

27. The cost for electricity connection and installing the electricity meters for the Sub-Lessee(s) shall be borne by the Sub-Lessee(s) on pro-rata basis, which shall be calculated at the time of offer of possession of the Flat/ Unit.

Separately, the Sub-Lessee(s) will get the electricity connection for the capacity as he/she requires at the time of possession and the Sub-Lessee(s) will also bear the cost of the said individual meter.

28. The Sub-Lessee (s) shall be required to pay water connection charges (one time) on pro-rata basis, at the time of offer of possession of the Flat/ Unit, and thereafter the recurring water charges shall be payable by the Sub-Lessee (s) as and when the demand is raised by the Sub-Lessor.

29. That there will be a defect liability period of 60 months from the date of handing over possession or from the date of issuance of Occupancy Certificate whichever is earlier. The defect liability shall be limited to the defect in construction (i.e. structure), however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include Force Majeure conditions such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable to the readymade equipment/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems

with the bought equipment/appliances, the Sub-Lessor shall co-operate with the Sub-Lessee(s) to sort out the issues.

30. That the Sub-Lessee(s) shall pay the maintenance charges as per Total Area for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Flat/Unit) in the Project as determined by the Sub-Lessor or its nominated Maintenance Agency
31. That the Sub-Lessee(s) agrees to enter into a Maintenance Agreement to be executed between the Sub-Lessee(s) and Sub-Lessor and/or the Maintenance Agency nominated by the Sub-Lessor at the time of execution of the Sub-Lease Deed of the said Flat/Unit. The Sub-Lessee(s) shall pay the maintenance charges for upkeep and maintenance of various Common Services and Facilities (excluding internal maintenance of the Flat/Unit) in the Project as determined by the Sub-Lessor or its nominated Agency

Note: All the unsold spaces and areas, which are not falling under the part of common areas, shall continue to be the property of the Sub-Lessor and all rights are reserved with the Sub-Lessor for said areas.

32. The Sub-Lessee(s) agrees not to use the garden, and the playground provided in the Project as common facilities, for any purpose other than recreation. Further, not to store anything in the Common Areas, staircases, refuge floors nor store any goods in the said Flat/Unit which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building/ Project or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building/ Project and in case any damage is caused to the said Building/ Project on account of negligence or default of the Sub-Lessee(s) in this behalf, the Sub-Lessee(s) shall be liable for the consequences of the breach and shall repair the same at his/her/their own cost.
33. The Sub-Lessee(s) agrees not to change the use of the Flat/Unit and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat/Unit and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces/areas and/or refuge area. Further, not to demolish or cause to be demolished the said Flat/Unit or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat/Unit or any part thereof and keep the portion, sewers, drains, pipes in the said Flat/Unit appurtenances thereto in good repair and

condition and in particular so as to support, shelter and protect other parts of the said Building/Project in which the said Flat/Unit is situated and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC or elevation or other structural changes in the said Flat/Unit without the prior written permission of the Sub-Lessor .

34. The Sub-Lessee(s) also agrees not to make any alteration in the elevation and outside colour scheme of paint and glass of the said building/ Project and not to cover/enclose the planters and service ducts or any of the projections from the said Flat/Unit or within the said Flat/Unit, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, elevation or other structural members in the said Flat/Unit without the prior written permission of the Sub-Lessor, nor do / cause to do any hammering for whatsoever use on the external/ dead walls of the said Building or do any act to affect the FSI potential of the Project. Further, not to shift windows of the said Flat/Unit and/ or carry out any changes in the said Flat/Unit so as to increase the area of the said Flat/Unit and/ or put any grill not in conformity with the rest of the grills and/ or facade of the building/ Project which would affect the elevation of the Building/ Project and /or carry out any unauthorized construction in the said Flat/Unit. In the event if any such change is carried out, the Sub-Lessee(s) shall remove the same within 24 hours of notice in that regard from the Sub-Lessor. In the event if the Sub-Lessee(s) fails to remove the same within the period of 24 hours, then the Sub-Lessor shall be entitled to enter and open the said Flat/Unit and remove such unauthorized construction and the Sub-Lessee(s) hereby agrees and undertakes not to raise any objection for the same and / or demand any damages for the same from the Sub-Lessor.
35. The Sub-Lessee(s) in no circumstance will be allowed to carry out any changes whatsoever in the elevations and/or outer color scheme. This provision shall be applicable even after handing over the physical possession and execution of title deed. In case of non-compliance of this provision by the Sub-Lessee(s), the Sub-Lessor shall have liberty to restore the original elevations and/or outer color scheme without any formal notice, this shall be done at the cost and risk of the Sub-Lessee(s).
36. The Sub Lessee(s) agrees that in case after the date of offer of possession of the said Flat/Unit has been made by the Sub-Lessor to the Sub-Lessee(s) any and all levies, charges, taxes, fees, duties house tax, water tax, sewerage tax, electricity charges, municipal tax, wealth tax, Goods and Service Tax, service tax or any other taxes or charges, of any nature whatsoever, in respect of the Flat/Unit, demanded by the competent authority, whether with retrospective effect or prospective effect (as may be applicable), shall be paid by the Sub-Lessee(s) on demand without any recourse to / liability on the Sub-Lessor.

37. That in the event of any further increase and/or any fresh tax, service tax, trade tax/sales tax, VAT, Cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Sub-Lessee(s) on pro rata basis, as and when demanded. Any charges on account of external electrification as demanded by any competent authority shall also be additionally payable by the Sub-Lessee(s). Further, the water and sewerage connection charges shall be payable by the Sub-Lessee(s) in addition to Flat/Unit cost and other charges as demanded by competent authority. If the appropriate authorities impose any tax on this transaction in future, then the Sub-Lessee hereby agrees for payment of the same and at all times indemnify and keep harmless the Sub-Lessor/nominated maintenance agency.
38. The Sub-Lessee undertakes to use the said Flat/Unit for specific purposes only which is permissible under the law. The Sub-Lessee shall, therefore, not use the said Flat/Unit herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the Sub-Lessor and other owners/occupants of the Flats/units in the Project. The Sub-Lessee undertakes to put to use the said Flat exclusively for use only which are permissible under the law and he shall not use the said Flat for any other purpose which may create nuisance and shall not stock goods outside the said Flat/Unit or carry out any activity which is injurious, or which is prohibited by the State or Central Government.
39. That the Sub-Lessee before selling, transfer or otherwise dispose of the Flat/ Unit at any time in future, will take a prior consent from the YEIDA. Any transfer charges payable to YEIDA/and any administrative or other charges, duty, taxes, levies payable to any concerned authority/body/agency/Sub-Lessor, as the case may be, shall also be borne and paid by the Sub-Lessee alone.
40. That the Sub-Lessee agrees that the development of the Project is subject to Force Majeure conditions.
41. That all taxes such as House Tax, Water Tax, Sewage Tax, Electricity Charges or any other taxes shall be payable by the Sub-Lessee(s) from the date of possession or deemed date of possession declared by the Sub-Lessor, whichever is earlier.
42. That the stamp duty, registration fee and all other incidental charges required for execution and registration of this Sub-Lease Deed have been borne by the Sub-Lessee. That the Sub-Lessee shall, at his/her own cost keep the building constructed on the Flat/Unit in good and habitable state and maintain the same in a fit and proper condition.

43. That in case the Sub-Lessee allows the use and/or occupation of the Flat, the Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon him/her under this Sub-Lease Deed, shall be complied with by the new occupier as part and parcel of the terms and conditions of the agreement of the Sub-Lessee with the said new occupier.
44. That the Sub-Lessee shall sign all such applications, papers and documents and do all such acts, deeds and things as the Sub-Lessor may reasonably require for safeguarding the interest of the Sub-Lessee and/or the Sub-Lessor, as the case may be.
45. That Courts at Noida shall have the jurisdiction in all matters arising out of and/or concerning this Sub-Lease Deed or the Sub-Lessee without any prejudice may file a complaint as per provisions of the RERA Act, 2016.
46. That all disputes, differences or disagreement arising out of, in connection with or in relation to the Flat/Unit and/or this Sub-Lease Deed, which cannot be amicably settled, shall be decided by a Sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. That the Venue of the Arbitration shall be Noida and the award of the Arbitrator(s) shall be rendered in English.
47. The Sub-Lessee acknowledges and confirms that the Flat/Unit is being purchased for his/her/their sole and exclusive benefit and no other person/entity has any hidden future benefit, direct or indirect, with regards to the applied Flat/Unit, under any circumstances. The Sub-Lessee represents that the present transaction is and shall remain in compliance with the provisions of the Benami Transactions (Prohibition) Act, 1988 as amended from time to time, and the Sub-Lessee agrees to hold the Sub-Lessor fully indemnified in this regard.
48. That in case, the Sub-Lessee makes any payment to any person/entity, except to M/s Three C Homes Private Limited, against the said Flat/Unit, then the Sub-Lessee will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the payment of the said Flat. The mode of payment to be made to Sub-Lessor shall be NET BANKING / RTGS/ NEFT / ACCOUNT PAYEE CHEQUE / ACCOUNT PAYEE DRAFT drawn in favor of M/s Three C Homes Private Limited, Account No. \_\_\_\_\_, Bank Name \_\_\_\_\_, IFSC Code \_\_\_\_\_, payable at \_\_\_\_\_.

49. That in case of an NRI Sub-Lessee, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other prevailing law shall be the responsibility of the Sub-Lessee.
50. That the Sub-Lessee shall indemnify and keep the Sub-Lessor, its employees, directors, agents, representatives, advisors indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the covenants and conditions by the Sub-Lessee as mentioned in this Deed.
51. That the Sub-Lessee shall observe, perform and abide by all the rules, guidelines, by whatsoever name called, as may be specified by the Sub-Lessor or designated maintenance agency from time to time for maintaining the standard of living, façade of buildings, security, ambience, outlook, safety etc. in relation to the Project in general. The Sub-Lessee shall also ensure that his/her co-inhabitant(s) and/or any of his/her guest(s)/visitors or any tenant/occupier of the Flat/Unit shall also abide by the said rules, guidelines etc.
52. The Sub-Lessee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the building/ Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
53. That the Sub-Lessee shall indemnify and hold harmless the Sub-Lessor at all times against and in respect of all losses, liabilities, costs and expenses which the Sub-Lessor may suffer or incur in connection with any gross negligence and wilful misconduct leading to breach of the terms of the Deed, the Sub-Lessee have set forth in this Deed and for any loss, damage, fine, penalty or expenses that may have to be incurred by the Sub-Lessor due to any violation of municipal building bye laws and other applicable laws by the Sub-Lessee in relation to ownership, occupation and use of the Unit/Flat.
54. That the Sub-Lessee shall from time to time sign all applications, papers and documents and do all acts, deeds and things as the Sub-Lessor and/or the Maintenance Agency/Society (as the case may be) may require for safeguarding the interests of the Sub-Lessee and/or YEIDA and/or the Owners/Occupants of the other portions in the said Project.
55. The Sub-Lessee may get the Flat/Unit mutated in its own name in the records of all concerned authorities on the basis of this Deed or its certified true copy, at its own expenses and costs. The Sub-Lessor undertakes to extent all assistance and co-operation as may be required by the Sub-Lessee to get the said Flat/Unit mutated in the name of the Sub-Lessee in the records of concerned local/ revenue/ municipal authorities.

Further, the Sub-Lessee shall ensure that the Sub-Lessee's name is mutated in the records of all concerned authorities in relation to the Flat/Unit within 30 (Thirty) days of the date of this Deed.

56. The Sub-Lessee(s) after taking possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P Pollution Control Board/Water Commission / any other rules and regulations stipulated by State of U.P. or any other competent authority. The Sub-Lessee(s) shall abide by all laws, rules and regulations of the YEIDA/ local authority/ government /Government of India and of the Association of Allottee(s) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after taking over the possession of the Flat/Unit.
57. That in case the said Flat/Unit is occupied by any structure built unauthorisedly by the Sub-Lessee, the Sub-Lessor and/or the YEIDA will remove the same at the expense and the cost of the Sub-Lessee, due notice to the Sub-Lessee shall be given by the YEIDA and/or the Sub-Lessor to rectify the breaches within the period stipulated by the YEIDA and/or the Sub-Lessor.
58. That all notices, orders and other documents required under the terms of the Sub-Lease Deed 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).
59. That save and except, the Standard Terms and Conditions as contained in the Application Form dated \_\_\_\_\_ and the Allotment Letter dated \_\_\_\_\_, this Sub-Lease Deed supersedes and overrides all understanding and agreements, whether oral or written, between the Parties. Provided that in the event of any inconsistency between the Standard Terms and Conditions of the Application Form and Allotment Letter and this Sub-Lease Deed, the provisions of this Sub-Lease Deed shall prevail.
60. That in the event there are joint Sub-Lesseees, all communications and notices shall be sent by the Sub-Lessor to the First Sub-Lessee at the address specified hereinabove or at the Flat/Unit or at such address as may be notified by the Sub-Lessee to the Sub-Lessor and acknowledged by the Sub-Lessor, which shall for all purposes be considered as served on all the Sub-Lesseees and no separate communication shall be necessary to the other named Sub-Lesseees.

61. That all powers exercisable by the YEIDA may be exercised by the Chief Executive officer/Chairman of the YEIDA. The Sub-Lessor and/or YEIDA may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Sub-Lease Deed. Provided that the expression 'Chief Executive Officer/Chairman' shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the Sub-Lessor and/or YEIDA with the functions similar to those of the Chief Executive Officer/Chairman.
62. That if any provision of this Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Deed of Conveyance and to the extent necessary to conform to applicable laws and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms.
63. That this Deed and the terms and conditions contained herein constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreement, correspondences, arrangements whether written or oral, if any, between the Parties.



**SCHEDULE-I**  
**DESCRIPTION OF THE FLAT**

DRAFT

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS DEED  
AT THE PLACE AND ON THE DATE, MONTH AND YEAR MENTIONED  
HEREINABOVE.**

By the within named “Sub-Lessor”  
Through its authorised signatory

By the within named “Sub-Lessee”  
Through its authorised signatory

\_\_\_\_\_

\_\_\_\_\_

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

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

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_