

This draft of Sub-Lease Deed is as per our understanding of the Rules & Regulations of Greater Noida Authority and market practices. However, this draft may be changed later on to include or exclude other clauses and to be in conformity with the applicable laws and amendments thereof and orders, circulars and notifications.

SUB-LEASE DEED

Sale Consideration : Rs. [•]/-
Market Value : Rs. [•]/-
Stamp Duty @ [•]% : Rs. [•]/-
Apartment No. : [•]
Block/Tower : [•]
Floor : [•] Floor
Carpet Area : [•] Sq. Feet ([•] Sq. Meters)
Balcony/Exclusive Area:
Total Area :
Car Parking Space : [•]

Circle Rate @ Rs._____ Per Sq. Meter + 10% i.e. Rs._____for Facilities, thus Total Rs._____ Per Sq. Meter

THIS SUB-LEASE DEED is made at Greater Noida District, Gautam Budh Nagar, Uttar Pradesh on this [•] day of [•] 20____.

BY AND BETWEEN

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section-3 read with Section 2(d) of the Uttar Pradesh Industrial Area 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 or meaning thereof, mean and include its successor and assigns, of the **FIRST PART.**

AND

M/s SOBHA LIMITED (PAN: AABCS7723E), having its registered office at Sarajpur Marathahalli Outer Ring road, Devarabisanahalli, Bellandur Post, Bengaluru -560103 and regional office at Sobha Limited, Ground Floor, Tapasya Corp Heights, Plot No. 5, IFGH, Sector-126, Noida, UP through its authorized person [•] authorized by its board of Directors vide

Resolution dated [•] (hereinafter referred to as the **“LESSEE”**), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the **SECOND PART**.

AND

(If the Allottee is a Company)

_____ (CIN: [•]) (PAN: [•]), a company incorporated under the provisions of the Companies Act, 2013, having its registered office at _____ represented by its signatory [•] authorised by a resolution of the Board of Directors dated [•] (hereinafter referred to as the **“SUB-LESSEE”**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and permitted assigns of the **THIRD PART**;

(OR)

(If the Allottee is a Partnership firm)

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at [•], (PAN_____), represented by its authorised partner, [•], (Aadhar No. [•]) authorised vide [•], (hereinafter referred to as the **“SUB-LESSEE”**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns of the **THIRD PART**;

(OR)

(If the Allottee is a HUF)

Mr_____ (PAN 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 at [•] (hereinafter referred to as the **“SUB-LESSEE”**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and permitted assigns of the **THIRD PART**

(OR)

(If the Allottee is an Individual)

Mr./Ms/Mrs/M/s. _____, S/o or D/o or W/o _____ resident of/having registered office at [•] bearing PAN number: [•] (hereinafter referred

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

[Please insert details of other Allottees, in case of more than one Allottee]

WHEREAS:

- (A) The Lessor executed a lease deed dated 03.12.2024 in favour of the Lessee, which was duly registered with the office of the Sub- Registrar, Greater Noida on 04.12.2024 in Book No.01, Volume No. 46053 at Page Nos.15 to 54 as Document No.39719 and further executed a Supplementary Deed dated 26.12.2024 registered with the same office of the Sub- Registrar on 27.12.2024 in Book No.01, Volume No.46202 at Page Nos.01 to 20 as Document No.42564 (hereinafter collectively referred to as the **“Lease Deed”**) by which the Lessor granted the leasehold rights over the plot admeasuring 14001 square meters bearing no. B-255, Sector -36, Greater Noida (hereinafter referred to as the **“Said Land”**), for a term of 90 years, in favour of the Developer on the terms and condition as mentioned therein.
- (B) The Lessee has the right to construct residential apartments/dwelling units with other amenities and facilities on the Said Land and to allot and sell/sublease the same to the purchasers/sub lessees by executing the Sub-Lease Deed, for the un-expired period of Lease Deed executed.
- (C) The Lessee launched the residential project namely **“SOBHA AURUM”** on the Said Land (**“Project”**) after registering the same under Real Estate (regulation and Development) Act, 2016 with UP RERA having RERA Registration No. [•].
- (D) The Sub-Lessee named above, applied to the Lessee for allotment of a Apartment/Unit and the Lessee allotted the Unit bearing No. [•], on [•] **Floor, Block-[•]**, having Carpet Area of [•] sq. ft. ([•] sq. meters) and Balcony/Exclusive Area of [•] sq. ft. ([•] sq. meters) along with [•] car parking space in the Project (hereinafter referred to as **“Said Apartment”**) together with proportionate rights to use the common covered area, including all easement rights attached thereto, alongwith undivided, impartible and proportionate sub lease-hold rights in the Said Land in proportion of the Carpet Area of the Said Apartment to

the Total Carpet Area of the Project, fully described in the Schedule given hereunder, on the terms and conditions of the Agreement For Sub Lease dated [•] executed between the Lessee and the Allottee/Sub Lessee ("**Agreement For Sub Lease**").

- (E) The Lessee has constructed and developed the multi storied building bearing Tower No. [•] in which the Said Apartment is situated after obtaining the approval of layout, building plans and other required approvals from the respective authorities and has also obtained the occupation certificate/part occupation certificate.
- (F) The Lessee has also carried out internal development work comprising of site clearance, levelling, construction of roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces for the abovementioned Tower as per norms fixed by the Lessor.
- (G) The Lessee has offered the possession of the Said Apartment to the Sub Lessee in terms of the Agreement For Sub Lease which the Sub Lessee has accepted.
- (H) The Sub-Lessee has carried out the inspection of the Lease Deed executed in favour of Lessee by the Lessor, building plans of said project/dwelling unit and has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein as per Agreement For Sub Lease and also the common amenities and passages, appurtenant to the Said Apartment.

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

1. That in consideration of the amount of Rs. [•]/- (Rupees [•] Only) 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 of (i) this Sub Lease Deed and (ii) the Lease Deed executed between the Lessor and the Lessee and (iii) the terms and conditions of the Agreement For Sub Lease and, executed between the Lessee and Sub- Lessee, the Lessee doth hereby agrees to demise and the Sub-Lessee agrees to take on sub-lease the Said Apartment with all its sanitary, electrical, sewerage and other fittings

together with all rights and easements whatsoever necessary for the enjoyment of the Said Apartment 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 backup 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 Apartment unto the said Sub-Lessee, for unexpired period of 90 (ninety) years, commenced from 04.12.2024.
3. The vacant, peaceful and exclusive possession of the Said Apartment has been delivered to the Sub-Lessee simultaneously with the execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself as to the area of the Said Apartment, quality and extent of construction and the specifications as per the Agreement For Sub Lease and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
4. That the Sub-Lessee shall pay with respect to the Said Apartment the annual rent, charges and levies payable for the time being by the Lessee, as and when, the same becomes due or payable which pertains to the period after the date of offer of possession of the Said Apartment. The Sub-Lessee shall also be liable to pay on demand the municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, compensation to the farmers, metro cess, levied by the Lessor and/or any other local or statutory authority from time to time in the proportion as calculated as per the Agreement For Sub Lease.
5. That the applicable maintenance charges of the Project shall be payable by the Sub-Lessee. The Sub-Lessee has executed a separate Maintenance Agreement and the Sub-Lessee shall be bound by all the covenants and conditions therein.
6. That the up-keep and maintenance of the Project shall be carried out by the Maintenance Agency till it is handed over to the Association of Apartment Owners as per Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

7. That the electricity supply to the Said Apartment of the Project has been provided from single point electricity connection through separate meters. The maintenance charges of the Project, the electricity consumption charges, and power back-up charges will be charged through that electricity meter on postpaid/prepaid basis. In case of default in payment of maintenance charges and electricity charges, the electricity supply of the Said Apartment shall be discontinued and not be restored until the dues of these charges paid in full alongwith interest @ 18% per annum for the period of delay or such other interest as may be prescribed by the Maintenance Agency.
8. That the Sub-Lessee shall not be entitled to claim partition of his undivided share in the Said Land of the Project and the same shall always remain undivided and impartible.
9. The Sub-Lessee undertakes to use the said Apartment only for the residential purposes and for no other use/mixed use whatsoever. Use of the said Apartment other than residential will render Sub-Lease liable for cancellation and the Sub-Lessee will not be entitled to any compensation whatsoever on account of such cancellation. The Sub Lessee shall have the exclusive rights and possession of only the Said Apartment. The common areas and facilities provided in the Project, terrace/roof, unreserved open and covered parking spaces, club and its facilities therein, storage areas etc. shall remain with the Lessee till the time these are handed over to the Association of Allottee. The shopping areas, if any, shall remain the property of the Lessee who has all the rights to dispose of the same on the terms and conditions as it may deem fit and proper.
10. That the Sub-Lessee of top floor dwelling unit shall not have any exclusive rights of use of the terrace above the dwelling unit. All the Sub- Lessee of the Tower shall have the right to access 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, like fire, and in case of all other emergencies. No unauthorised construction, temporary or permanent, is permitted by Sub-Lessee on the terrace. Sub-Lessee has agreed that solar installations with steel structures for sustainable environment will not

be objected by Sub-Lessee and the Lessee will have sole right to install solar panels on the roof top and utilize the energy as deems fit.

11. That the said Apartment is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself to facilitate his loan/ financial assistance for purchase of the Said Apartment. Any transfer, sale, assignment or otherwise parting with the possession of the Said Apartment by the Sub-Lessee, will attract payment of then prevailing transfer charges, and No Objection Certificate (NOC) from the Lessee/Maintenance Agency, in addition to whatsoever other amount as payable to the Lessor.
12. 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.
13. That the Lessor has received the lease rent in respect of the Said Land from the Lessee till the date of offer of possession of Said Apartment/Sub Lease Deed and the Sub Lessee hereby agrees and confirms that any further rent and premium on the Said Land shall be paid by the Sub-Lessee on time with respect to the said Apartment in the proportion as mentioned in the Agreement For Sub Lease.
14. 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 Agreement For Sub Lease and the Lease Deed. The Lease Deed and Agreement For Sub Lease and terms and conditions contained therein shall be deemed to be a part and parcel of this Sub Lease Deed. The Sub Lessee confirms that he/she/it has received a copy of the said Lease Deed.

15. That the Sub-Lessee shall not sell, transfer or assign, mortgage or sublet the whole or any part of the Said Apartment to anyone except with the previous consent in writing of the Lessor and on such terms and conditions including the transfer charges/ fees as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties.
16. That whenever the title of the Sub-Lessee in the Said Apartment is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed, Lease Deed and the terms and conditions of Agreement For Sub Lease and the Maintenance Agreement.
 - a) That whenever the title of the Said Apartment is transferred in any manner whatsoever, the transferor and transferee shall within Three (3) months of transfer give notice of such transfer in writing to the Lessor and to the Maintenance Agency. It will 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 Maintenance Agency 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 Apartment, failing which the transferee occupying the said Apartment shall have to pay the outstanding dues to the Maintenance Agency.
 - b) 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 devolving such right, will notify in writing to the Lessor and the Maintenance Agency or the Association of Apartment Owners as the case may be about such succession. The person on whom the rights of the deceased devolves will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Lessor or any other Government Agency.
 - c) The transferee or the person on whom the rights and title of the Said Apartment devolves, shall furnish to the Lessor/Maintenance Agency certified copies of documents evidencing the transfer or devolution.

17. The Sub-Lessee shall be solely responsible for all his/her/their employees, worker, maids etc. and compliance of all provisions w.r.t their verifications, disputes etc.
18. That the Sub-Lessee shall be entitled to sublet the Said Apartment to any third party for the residential purposes only in accordance with law.
19. That the Sub-Lessee may mortgage the Said Apartment in favour of the State or Central or financial institutions /commercial banks, etc., for raising loan with the prior permission of the Lessor in writing. 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 Apartment 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 Said Apartment 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 pre-emptive right to purchase the Said Apartment, 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.
20. That the Lessor and/or the Lessee and/or the Maintenance Agency and their employees shall have the right to enter into the Said Apartment in order to inspect, carry out repair work from time to time during the reasonable time of the day after giving prior notice to the Sub-Lessee, except in case of emergency when no such prior notice shall be required.
21. That so long as each Said Apartment is not separately assessed for the taxes, duties etc., the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, as per calculation and in proportion as mentioned in the Agreement For Sub Lease to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessee shall deposit the same with the concerned Authority/Lessor.

22. 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 Apartment with other apartments in the Tower. The Sub Lessee will not carry on, or permit to carry on, in the Said Apartment 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 cause to be done therein any act which in the opinion of Lessor and/or Lessee and/or Maintenance Agency is an action of nuisance, annoyance or disturbance to the other/ neighbouring owners of the Tower/Project and persons living in the neighbourhood.
23. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/ permanent constructions carried out in the Said Apartment or on the open or covered Car Parking space by the Sub-Lessee shall be liable to be removed by the Lessor or by the Lessee and /or by the Maintenance Agency at the cost of the Sub Lessee with the prior approval of the Lessor. The charges levied by the Lessor in this regard shall be finalized and binding on the Sub-Lessee.
24. That the Sub-Lessee shall upon the determination of the term of Sub-Lease peaceably surrender and handover his/her/their proportionate share in the Said Land, unto the Lessor with/without removing the superstructure within the stipulated period.
25. That the Towers alongwith lifts, pump houses, generators, etc., may be insured against fire, earthquake and civil commotion by the Lessee or the Maintenance Agency at the expenses of the Sub-Lessee and all the Sub- Lessees shall pay and continue to pay the proportionate charges to be incurred by the Lessee/Maintenance Agency for the purpose of such insurance. The Sub- Lessee shall not do or permit to do anything in the Said Apartment/Tower/Project which may render the aforesaid insurance void or voidable or which may cause premium for such insurance increased.
26. That the Sub-Lessee shall maintain the Said Apartment including walls and partitions, sewers, drains and pipes of the Said Apartment

in a good tenable order and conditions to support, shelter and protect the other parts of the Building/Tower. Further, the Sub Lessee will allow the access of the Said Apartment to maintenance personnels for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. The Sub-Lessee will neither do anything/permit any other person to do anything which damages or has the potential to damage any part of the adjacent apartment/s, etc., nor violate the rules or bye-laws of the local authorities or the Association of the Apartment Owners.

27. That it shall be incumbent on each Sub-Lessee to form and join an Association comprising of the all sub-lessees/apartment owners of the Project for the purpose of management and maintenance of the Towers as provided in the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010. Only common services shall be transferred to the Association. Facilities like dormitories, stores, commercial space, unallotted car parking spaces, etc., shall not be handed over to the Association and will be owned by the Lessee and may be sold to third party on the terms and conditions as the Lessee may deem fit and proper.
28. That it shall be sole responsibility of the Sub Lessee to secure the safety of the Said Apartment and household goods inside the Said Apartment at his own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/Towers or any part thereof. The Sub-Lessee shall always keep the Lessee and its Maintenance Agency/Association of Apartment Owners, harmless and indemnified for any loss and/or damages in respect thereof.
29. That the Sub-Lessee shall not harm or cause to do any harm or damage to the peripheral walls, front, side, and rear elevations of the Said Apartment in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls of the Tower and Project or to 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 done on Balcony/Exclusive Area/attached courtyard on ground floor/attached terraces of the Said Apartment and in the open car parking spaces, which shall always remain open to sky.

30. 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 building or anywhere on the exterior or on common areas or on roads of the Project. However, the Lessee would be having the right to put the sign board, hoardings etc. on the terrace or on the elevation or on the boundary wall, or any other place of the Project and to sell/rent/permit for use by the intending users, for which the Sub-Lessee will not have any objection of whatsoever nature.
31. That Lessee/Sub Lessee will not erect or permit to erect any other person on any part of the Project 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.
32. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease or hold the Lessor responsible to make good the damages if caused by fire, tempest, flood or violence of a mob or other uncontrolled force because of which the Towers/Project/Said Apartment wholly or partly is destroyed or rendered substantially or permanently unfit for residential purposes.
33. That the Lessee/Sub Lessee/Tenant shall not display or exhibit any picture, poster, statue or their articles which are indecent or immoral. The Sub Lessee/tenant of Sub Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building.
34. That the Sub-Lessee shall not remove any walls of the Said Apartment including load bearing walls or the common walls between the Sub-Lessee and owners of the adjacent apartments.
35. The Sub-Lessee may undertake fit outs (without any structural change) in the Said Apartment only with the prior written approval of the Lessee/Maintenance Agency. 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 the Said Apartment or any part of adjacent

apartment/common areas. In case damage is caused to an adjacent apartment or common areas, the Sub-Lessee will get the same repaired immediately at his/her/their own cost in to pay for all the loss the loss to the property of any kind on account of such damage to the structures.

- ii) Changes that may affect the façade of the unit (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 areas inside the Tower.

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

- (i) No changes in the internal lay-out of the Said Apartment should be made.
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) All the plumbing related issues should be attended only by qualified or experienced plumber of the Maintenance Agency. The plumbing Network inside the Apartment is not tampered with or modified in any case.
- (iv) Use of acids for cleaning the toilets has to 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 the Said Apartment by any structure, whether permanent or temporary.
- (ix) The Sub Lessee shall ensure that all water drains in the Said Apartment (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., he should not be choked or blocked to prevent the dampness in below floors.
- (x) Sub-Lessee shall strictly park his/her/their vehicles only in the allotted Car Parking Space. Parking of the vehicle at any other

place shall be liable to be removed/wheel locked as well as will be subject to fine.

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

37. 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, will be observed and complied with by all the Parties.
38. That the Sub-Lessee and all other persons claiming under him shall ensure that the Said Apartment 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.
39. 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. That the Lessor shall be entitled to recover all dues payable to it under this Sub Lease Deed from the Sub Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
40. The provisions of U.P. Industrial Area Development Act, 1976 and any rules/ regulations framed under the Act or any direction issued shall be binding on the Lessee/Sub-Lessee.
41. That all powers exercisable by the Lessor under this Sub Lease 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.

42. 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/she may consider just and reasonable and the same shall be binding and acting upon the Lessee/Sub-Lessee.
43. That in case of any breach of the terms and conditions of this Sub Lease Deed by the Sub-Lessee, and/or breach of terms and conditions of the Lease Deed executed between the Lessor and the Lessee and terms and conditions of Agreement for Sub Lease between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the Said Apartment after determining the lease hold rights in respect thereof. On re-entry to the Said Apartment, if unauthorised built up structure by the Sub-Lessee is found, 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.
44. That if the Sub-Lessee is found to have obtained the allotment and sub lease of the Said Premises by any mis-representation/mis-statement or fraud, this Sub Lease Deed may be cancelled and the possession of the Said Apartment 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.
45. 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 thereunder 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 modifications) 1974 (U.P. Act No. 30 of 1974).
46. 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 Tower/Project.

SCHEDULE OF APARTMENT

Residential Apartment bearing No. [•], on [•] **Floor** in Tower [•] **Block-[•]**, consisting of [•] Bed Rooms, Drawing-Dining Room, Kitchen, [•] Toilets having a total Carpet Area of [•] Sq. Feet ([•] Sq. Meters) and [•] Balcony(s)/Exclusive Area of Sq. Feet ([•] Sq. Meters) along with right to use [•] Car Parking/s Space in **“SOBHA AURUM”**, developed on Plot no. B-255, Sector 36, Greater Noida, Uttar Pradesh along with undivided, impartible, unidentified proportionate sub lease-hold rights in the portion of the Said Land underneath the Tower and Common Areas of the Project in proportion of the Carpet Area of the Said Apartment to the total Carpet Area of all the apartments in the Project, as per the enclosed plan and bounded as follows:

East: }
West: } As Per Floor Plan
South: }
North: }

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

Signed for & on behalf of the

Lessor/First Party/GNIDA	Lessee/Second Party/ Sobha Limited	Sub-Lessee/Third Party/Allotee
1.		
2.		

WITNESSES:

1.

2.