

**SUB- LEASE DEED**

Apartment ....., in the project known as “**Nirala Diadem**” at Plot no. C-6, Sector-10, Greater Noida, District Gautam Buddha Nagar, and Uttar Pradesh.

**Sale Consideration** : Rs. \_\_\_\_\_/-  
**Govt Valuation** : Rs. \_\_\_\_\_/-  
**Stamp Duty @ 5%** : Rs. \_\_\_\_\_/-  
**Floor** : “ \_\_\_\_\_ ” Floor  
**Carpet Area** : \_\_\_\_\_ Sq. Ft ( \_\_\_\_\_ Sq. Mtr.)  
**Buildup Area** : -----Sq. ft. (-----Sq. mtr.)  
**Shop/Unit No.** : .....

**THIS SUB-LEASE DEED is made and executed at Greater Noida, Dist. Gautam Budhh Nagar, on this ..... day of..... 2025.**

**BY AND BETWEEN**

**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section-3 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 the context does not so admit include its successor and assigns, of the **FIRST PART**.

**AND**

**Parth Builtech Private Limited** (CIN No. U45400DL2008PTC184278), a company incorporated under the provisions of the Indian Companies Act-1956, having its registered office at G-83/207 Vijay Chowk, Laxmi Nagar, Delhi-

For & On behalf of **GNIDA**

**Lessor**

For & on behalf of

**PARTH BUILTECH PVT. LTD.**

**Lessee**

**Sub Lessee/S**

110092 India, and its corporate office at Office No 21, Ground Floor, Logix Infotech Park, D-5 Sector-59, Noida-201301, Gautam Buddha Nagar, Uttar Pradesh, India,. (PAN-AAFCP2755F), represented by its authorized signatory Mr./Mrs./Ms. \_\_\_\_\_ S/W/D/o \_\_\_\_\_, Authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees);

**AND**

**MR.**\_\_\_\_\_, **Age-** \_\_\_\_ **Years**, (PAN No. \_\_\_\_\_ & Aadhaar No. \*\*\*\*\*, M-+91-), **S/o MR.** \_\_\_\_\_, **R/O #**\_\_\_\_\_, **INDIA**, (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**;

**WHEREAS:**

- A. Greater Noida Industrial Development Authority ("**GNIDA**") as Lessor invited bids under its scheme no. CPS-03/2023-24 for allotment of Commercial Plot in Greater Noida, District Gautam Budhh Nagar, Uttar Pradesh.
- B. The Lessee, were successful bidders for the Commercial 4 Far Plot No. C-6, Sector-10, Greater Noida, Gautam Budhh Nagar, Uttar Pradesh, vide Allotment Letter No. CPS-3/2023-2400005 Dated 23.08.2024
- C. The Lessor executed a Lease Deed dated 18.12.2024 and Correction Deed dated 18.08.2025 executed by Greater Noida Industrial Development Authority in favour of M/s Parth Builtech Private Limited, and registered with sub-registrar vide Doc. No. 922 in book No.1, Volume 30012 at page no. 181- 230 dated 08.01.2025 and vide Doc No. 43613 in book no. 1, Volume no. 32352 at page no. 251 - 280 dated 22.08.2025, respectively. (Hereinafter referred to as the "**Lease Deed**") for the lease term of 90 (ninety) years commencing from 18.08.2025 to demise the Said Land/Plot No. C-6, Sector-10, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh area measuring 10600 Sq. mtr., in favour of **M/s PARTH BUILTECH PVT. LTD**, for the purpose of Development of Commercial Activities such as showrooms, retail outlets, restaurants, hotels, offices as such other commercial uses.
- D. The Lessee had obtained approval of layout for development of Commercial Activities such as showrooms, retail outlets, restaurants, hotels, offices as such other commercial uses. The lessee has obtained sanction of the building plans for development and construction of the Commercial Project. The said Building

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together with the said land 10600 Sq. Mtr. shall hereafter be referred to and named as the Commercial Project “**NIRALA DIADEM**”.

- E. The Lessee/Developer has registered the project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Greater Noida, District Gautam Buddha Nagar, U.P. on **UP RERA** under Registration No. ....
- F. The Occupancy Certificate is being granted by the GNIDA of the said property for grant of occupancy certificate on dated .....

The Sub-Lessee named above, applied to the Lessee for allotment of Commercial Apartment and the Lessee allotted a **Shop/Unit bearing No.\_\_\_\_**, on\_\_\_\_\_” **Floor**, having **Carpet Area \_\_\_\_Sq. Ft (\_\_\_\_ Sq. Mtr.)** built on Plot No.C-6, Sector-10, Greater Noida, District Gautam Budhh Nagar, U.P. together with proportionate rights to use the common areas, including all easement rights attached thereto, (hereinafter referred to as “**Said Commercial Shop/ Unit**”) along with undivided and impartible lease-hold rights in the portion of the Said Land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the ratio of the Buildup area of the said Commercial Shop/Unit to the total carpet area in “Nirala Diadem” more fully described in the Schedule given hereunder, on the terms and conditions as contained in the Agreement for Sale/Lease dated \_\_\_\_\_ executed between the Lessee and the Allottee/Sub Lessee.

- I. The Sub-Lessee has carried out the inspection of the said Lease Deed executed in favor of Lessee by the Lessor, building plans and all other sanction documents of said project/Commercial unit and has satisfied himself regarding the area, title of the Lessee and also the soundness and quality 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 Commercial Apartment/ Shop/ Unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex. The terms and conditions of the Lease Deed and all other subsequent sanctions shall mutatis mutandis be applicable to the present sub-lease deed.
- J. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa
- K. Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.

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

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**Lessee**

**Sub Lessee/S**

1. That in consideration of the amount of **Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Only)** paid by the Allottee/Sub-Lessee to the Lessee the receipt whereof the Lessee hereby admits and acknowledges, and the Allottee/Sub Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Lease Deed executed between the Lessor and the Lessee and the terms and conditions of Agreement for Sale/Lease, executed between the Allottee/Sub-Lessee and the Lessee, the Lessee doth hereby agrees to demise and the Allottee/Sub-Lessee agrees to take on Sub-Lease the Said Commercial Shop/Unit with all rights and easements whatsoever necessary for the enjoyment of the Said Commercial Shop /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 doth hereby grant Sub-Lease of the said Commercial Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from 18.12.2024.
3. The vacant and peaceful possession of the Said Commercial Shop/Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself as to cost of Commercial Shop/Unit plus other charges, interest, taxes, payments made and the area of the Said Commercial Shop/Unit, quality and extent of construction 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. The consideration show in paragraph No.1 of this sub-lease deed is basic cost of the unit and allottee has paid interest, taxes, advance maintenance and other charges etc. extra and not included in this consideration. Allotte is of the opinion that stamp duty should be payable on basic cost of the unit only, hence if in future registration authority decided otherwise, he will be liable to pay amount demanded.
4. That the said project is situated at **Plot No. C-6, Sector-10, Greater Noida, Gautam Budhh Nagar, Uttar Pradesh** and the maintenance charges of the project are applicable and payable by the Sub-Lessee. The Sub-Lessee has executed separate agreements namely Maintenance Agreement and Power Supply & Backup Agreement of the said Project, thus the Sub-Lessee shall be bound by all the covenants and conditions therein.
5. That the up-keeping and maintenance of the project Commercial Tower "**Nirala Diadem**" may be carried out by the separate Maintenance Agency appointed by the Company till it be handed over to the A.O.A. (Association of Apartment Owners) as mentioned in UP Apartment Act-2010.

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6. That the electricity supply to the Project Commercial Tower “**Nirala Diadem**”, has been provided from single point electricity connection through Sub meters. The maintenance charges of the Project Commercial Tower “**Nirala Diadem**”, the Electricity consumption charges, Power Back-up charges and all other facility Charges will be charged through the electricity meter on prepaid basis, the electricity supply of the Commercial Shop/Unit shall not be restored until the dues of any charges remains unpaid. Interest @ 12% per annum compounded monthly shall be charged for the period of delay.
7. Carpet Area means the area as described under RERA Act and rules. Built-up area means area of the Commercial Shop/Units as described in unit layout/ floor plan of the Commercial shops/units as attached in schedule ‘B’ of Agreement for Sale/Lease. Sale cost of the Shop/unit is decided/calculated on carpet area only. It is specifically made clear that shall sub Lessee shall not have any right to interfere in / obstruct / hamper (i) the operation and management of Service Apartment/ Studio/ Hotel etc. as well as of independent areas in the Project.
8. That the Sub-Lessee shall not be entitled to claim partition of his undivided share in the land of the Total Project named “**Nirala Diadem**”, as aforesaid, and the same shall always remain undivided and impartibly and unidentified. It is further clarified that the interest of the Sub-Lessee shall be confined in the Commercial shop/unit of Said Land only.
9. That the Sub-Lessee undertakes to use the Said Shop/Unit only for the purposes which are permissible under the law and with the Consent of the Lessee.
10. That except for the transfer of said shop/ unit, all common easement rights in common area and facility attached therewith, the entire areas including the unclothed terrace/roof, unreserved open and covered parking spaces, club and facilities therein, storage areas 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.
11. That the said Shop/Unit 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 Shop/Unit from any bank/financial institutions, employers or any other entity.
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

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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 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 Shop/Unit during the period of Sub-Lease.
14. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water charges and tax, sewerage charges and tax, other annual rent, taxes, compensation to the farmers, metro cess, other cess(s), charges, levies and impositions, levied by the Lessor and/or any other local or statutory authority and/or by direction of any court of law from time to time in proportion to the area of the said Shop/Unit from the date of allotment of the said Shop/Unit by the Lessee.
15. 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 and the Agreement for sale/lease and the terms & conditions of Agreement for sale/lease and punctually observe the same in respect of the said Shop/Unit purchased by him. The Lease deed 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.
16. That the Sub-Lessee shall not sell, transfer or assign, mortgage or sublet the whole or any part of the said Shop/Unit to anyone except with the previous consent in writing of the Lessor & Lessee and on such terms and conditions including the transfer charges/ fees/administration charges as may be decided by the Lessor & Lessee from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties.
17. That whenever the title of the Sub-Lessee in the said Shop/Unit 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 sale/lease and the Maintenance Agreement referred to elsewhere in this Sub-Lease Deed and he will be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said Shop/Unit.
18. a) That whenever the title of the said Shop/Unit is transferred in any manner whatsoever, the transferor and transferee shall within one (1) months of transfer give notice of such transfer in writing to the Lessor and to the Lessee and to the Maintenance Agency/AOA. It will be the responsibility of the transferor to pay the outstanding maintenance dues and other charges payable to the lessee/ Maintenance Agency/AOA and obtain the No Dues of certificate from the Lessee or its nominee or the Association of Apartment Owners, as the case may be or its nominee(s) before effecting the transfer of the said Shop/Unit, failing which the transferee occupying the said Shop/Unit shall have to pay the outstanding dues to the Lessee/ Maintenance Agency/AOA.

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- 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 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 and other amounts due to the Maintenance Agency/AOA, Lessor or any other Government Agency.
- c) 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/AOA certified copies of documents evidencing the transfer or devolution.
- d) That in case of Transfer/Sale of Unit, all Agreement i.e. Maintenance Agreement, Electricity Agreement etc. executed between the Lessee and the Sub Lessee shall simultaneously be applicable to the subsequent transferee.
19. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said Shop/Unit for purposes only in accordance with law and also according to the conveys and conditions which are contained in the Agreement for sale/lease, Lease Deed, Tripartite Sub-Lease Deed and Maintenance Agreement.
20. That the Sub-Lessee may mortgage the said Shop/Unit in favor 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 Shop/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 pre-emptive 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.
21. That the Lessor and/or the Lessee and /or the Maintenance Agency/AOA and their employees shall have the right to enter into and upon the said Shop/Unit, lawn and terrace area in order to inspect, carry out repair work from time to time and at all times of the day after giving information to the Sub-Lessee, except in case of emergency during the term of the Sub-Lease.
22. 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 Shop/Unit hereby transferred.

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23. That so long as each said Shop/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 Shop/Unit to the Maintenance Agency/AOA or to the Lessee, who on collection of the same from all the Sub-Lessee(s) of the "Nirala Diadem" shall deposit the same with the concerned Authority/Lessor.
24. That the Sub-Lessee shall not raise any construction whether temporary or permanent.
25. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Shop/Unit any trade or business whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other/ neighboring owners of the Shops/ units in complex and persons living in the neighborhood.
- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor 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 "Nirala Diadem".
26. 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 Shop/Unit 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. The charges levied by the Lessor/lessee in this regard shall be finalized and binding on the Sub-Lessee.
27. 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 "**Nirala Diadem**", as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.
28. That the "Nirala Diadem" or in parts along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expenses of the Sub-Lessee by the Lessee or the Maintenance Agency/AOA and all the Sub-Lesseees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency/AOA 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 Complex or cause increased premium.
29. That the Sub-Lessee shall maintain the said Shop/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 Complex. Further, he will allow the Complex maintenance teams access to and through the said Shop/Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of

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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 Local Authorities or the Association of the Sub-Lesseees.

30. That it shall be incumbent on each Sub-Lessee to form and join an Association comprising of the Sub-Lesseees for the purpose of management and maintenance of the Complex as per provided in the U.P. Apartment Act 2010. Only common services shall be transferred to the Association. Independent Facilities shall not be handed over to the Association and will be owned and managed by the Lessee and may be sold to any agency or individual as the case may be on any terms as the Lessee would deems fit. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc.
31. That the Sub-Lessee shall get insurance of structure and of the contents lying in the said Shop/Unit at his own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Shop, Building/Complex 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.
32. 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 Shop/Units. 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 or encroachment of any kind will be allowed on courtyard or roof.
33. That the Sub-Lessee shall put the sign board of his Unit in the designated place only and shall not exceed the height of the wall constructed for the purpose. The width and height of the sign board shall be decided by the Lessee. The Sub-Lessee further agrees that he shall not himself do or cause anything to be done in or outside the Unit which tends to cause damage to any flooring or ceiling of any Unit adjacent to its Unit or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
34. That Lessee/Sub Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures.
35. 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 by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

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36. 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 building.

37. The Sub-Lessee may undertake any minor internal alterations in his Shops/Unit only with the prior written approval of the Lessee. 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 walls etc.) is not allowed. No structural change minor or major is allowed in columns, beams slabs or walls etc. In case damage is caused to structure of this unit or an adjacent unit or common area, the Sub-Lessee will get the same repaired/rectified at his own cost.

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 color 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 “Nirala Diadem” complex.

38. 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 lay-out of a Shop/unit shall allowed.

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

(iii) All the plumbing problems should be attended only by qualified or experienced plumber in the building. The plumbing Network inside the Shop/Unit shall not be 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 Unit by any structure, whether permanent or temporary.

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

(x) As no parking space has been allotted for this unit hence Sub-Lessee is not allowed to park vehicle inside the complex. .

- (xi) In case Sub- Lessee rents out the Unit, then he is required to submit all details of the tenants to the Maintenance Agency/Association of Apartment Owners. The Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile.
- (xii) Sub-Lessee is not allowed to put the grills in the Unit as per individual wish, only the designs approved by the Lessee will be permitted for installation.

39. 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.

40. 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.

41. 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.

42. That the Lessor shall be entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.

43. 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.

44. 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.

45. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budhh Nagar or the High Court of judicature at Allahabad.

46. 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.

47. That in case of any breach of the terms and conditions of this 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 Allotment for said Unit between the Sub-

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Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said 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.

48. 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).
49. 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 "Nirala Diadem".

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**Sub Lessee/S**

**SCHEDULE OF UNIT**

Unit bearing No.. \_\_\_\_\_, Tower - T--- , on \_\_\_\_\_ Floor, Super area approximate \_\_\_\_\_ Sq. Ft. (\_\_\_\_\_ Sq. mtrs.), having Carpet Area \_\_\_\_\_Sq. Ft (\_\_\_\_\_ Sq. Mtr.) . in the "NIRALA DIADEM", situated at C-6, Sector-10 Greater Noida, Gautam Budhh Nagar, U.P. along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the super area of the Said Unit, as per the enclosed plan and bounded as follows:-

East: }  
West: } As per the Floor Plan  
South: }  
North: }

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

In presence of:

**Witnesses:**

For & on behalf of the  
**GNIDA**  
**LESSOR**

(1) \_\_\_\_\_  
Name:  
S/o  
R/o  
M-+91-

(2) \_\_\_\_\_  
Name:  
  
S/o  
R/o  
M-+91-

**FOR & ON BEHALF OF**  
**PARTH BUILTECH PVT. LTD.**  
**LESSEE**

**SUB -LESSEE/S**

For & On behalf of **GNIDA**

**Lessor**

For & on behalf of  
**PARTH BUILTECH PVT. LTD.**

**Lessee**

**Sub Lessee/S**