

SUB-LEASE DEED

Industrial Area : UPSIDA, Talanagri Industrial Area, Ramghat Road, Aligarh

Group Housing Plot No. GH-A (GH-6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh U.P.

Dwelling Flat No. Block..... Super Area Sq.ft. (..... **Sq. mtr.**)

Covered Area : **Sq. mtr.**

THIS SUB-LEASE DEED made on the day of in the year Between U.P. State Industrial Development Corporation Limited, a Company within the meaning of the companies Act, 1956 and having its registered office at A-1/4, Lakhanpur, Kanpur, (hereinafter called the “**lessor**” or “**the First Party**” which expression shall, unless the context does not so admit include its successors and assigns) of the One Part,

And

Ozone Promoters Private Limited having (**Pan No.**) its office at B-2/16, Mohan Cooperative Industrial Estate, New Delhi – 110 044 through its authorized signatory **Mr.** **S/o**..... **R/o**

(hereinafter called the “**LESSEE**” or “**Developer**” or “**the Second Party**” which expression shall, unless the context does not so admit include its successors and assigns) of the Second Part,

And

Shri (**Pan No.**) **Age**.....**Years S/o** **R/o** Individually or proprietor of the single owner firm

OR

1. **Shri/Smt**..... **Age**.....**Years S/o,W/o, D/o** **R/o**
(**PAN No.**) % shareholder
2. **Shri/Smt**..... **Age**.....**Years S/o,W/o, D/o** **R/o**
(**PAN No.**) % shareholder

Constituting the registered partnership firm of through Mr./Mrs./Ms.aged..... years **S/o,W/o, D/o** **R/o**..... duly constituting attorney under the deed debated.....

OR

M/s..... a company within the meaning of the Companies Act, 1956 and having its registered office at..... through its authorised representative Mr./Mrs./Ms.aged..... years S/o ,W/o, D/o R/o.....

OR

M/s..... a society registered under the Cooperative Society Act, through its under the cooperative society Act, through its Chairman/Secretary duly authorized attorney Mr./Mrs./Ms.aged..... years S/o,W/o, D/o R/o.....

hereinafter called the “**SUB-LESSEE**” or “**Third Party**” (which expression shall, unless the context does not so admit, include his heirs, executors, administrator, representatives and permitted assigns/its successors and permitted assigns) of the Third party.

WHEREAS the Government of Uttar Pradesh, (Hereinafter called :The State Government” acquired land of **Village- Talanagari, Tehsil Kol, District Aligarh** under the Acquisition Act of 1894 and has handed over the same to the U.P. State industrial Development Corporation Ltd. Kanpur for the purpose of setting up of self-contained integrated industrial township (hereinafter called Industrial Township) and the Corporation having sub – divided the above land into sectors/ blocks/ plots with land uses clearly defined for each according to a plan for the purpose of construction of buildings and structures appurtenant to main building and carrying out necessary development works or both (hereinafter called construction works) in accordance with the plans approved by the competent Authorities out of which a group housing plot No. GH-A, (GH-6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh (U.P.) has been allotted by the Lessor to Ozone Promoters Private Limited having office at B-2/16, Mohan Cooperative Industrial Estate, New Delhi – 110 044 (i.e., the Second Party) vide Allotment Letter No.109-11/SIDC-IA Talanagari Date 19.04.2011 & Transfer letter No. 2997-99 dated 06-01-2014. The Developer after getting the layout approved from the Competent Authority has developed a Group Housing Society known as ‘GSP Divine Homes’ in allotted plot, and as per terms of the Allotment Letter, Lessor has received the premium from the Lessee in full and the same is also acknowledge of the receipt of the same.

And Whereas the UPSIDA has demised on leasehold basis Group Housing Plot measuring 10,665 Square Meter bearing No. GH-A (GH-6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh for 90 years commencing from 19.04.2011. The land has been demised for the purposes of constructing Residential Flats/Dwelling Units for the registration of the Lessee on the terms and condition, as specified in the Lease Deed. The Lease Deed was executed on 31.03.2014 and was duly registered with the Sub Registrar, Tehsil Kol, District Aligarh on 31.03.2014 in Book No. 1 Volume No. 11022 at Serial No. 3861 followed by another Lease Deed dated 27.06.2014, duly registered with the Sub Registrar, Tehsil Kol, District Aligarh on 16.07.2014 in Book No. 1 Volume No. 11274 at Serial No. 8181. Both the lease deeds dated 31.03.2014 and 27.06.2014 are hereinafter collectively referred to as ‘Lease Deed’.

AND WHEREAS in the terms of Allotment letter No. 109-11/SIDC-IA Talanagari Date 19.04.2011, issued by lessor (which shall form part of this agreement along with Allotment Letter issued by the Developer to the Sub-Lessee), the Lessor has agreed to demise and the Sub-Lessee has agreed to take on the Flat/Dwelling **Unit No.** in the **Tower No.** of **Group Housing Colony named “GSP Divine Homes” on Group Housing Plot No GH-A (GH-6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh, Uttar Pradesh.**

The Developer has paid the one time lease rent to the lessor up to 90 years from 19.04.2011. Now nothing has to be paid by the Lessee towards lease rent.

AND WHEREAS the Lessee has constructed dwelling units on the terms and conditions laid down in the said lease deed and the complex is called “GSP Divine Homes”. It has various types of dwelling units in it. The Lessee has constructed the said building on the said plot of land more particularly described in the lease deed, in accordance with the plan, designs and specification approved by the Uttar Pradesh State Industrial Development Corporation Ltd. (UPSIDA) and which have been seen and accepted by the Sub – Lessee and kept by the lessee at the office of **Ozone Promoters Private Limited** at site located at **Group Housing GH-A (GH-6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh, Uttar Pradesh** for inspection. The Lessee shall be entitled to make such variations and modification as he may consider necessary or as may be required by UPSIDA or the Government of U.P. or any other local/competent authority(s).

AND WHEREAS under the said lease deed, the lessee can allot to its registrants/allottees a dwelling unit in “**GSP Divine Homes**” including undivided share in land, common areas and facilities, appurtenant to the dwelling units on such terms as decided by the lessee.

AND WHEREAS THE Allottee had applied for allotment of a dwelling unit and on the faith of the statement and representations made by the allottee at various time, the Second Party/ Lessee has allotted and received consideration mentioned herein and delivered possession of the (Finished dwelling unit/ semi-finished/ Raw Flat) bearing no. **Block-.....** in the aforesaid apartment to the allottee with the consideration which has already been paid with one time lease rent money in advance. The Sub-Lessee will also observe covenants, terms and conditions, as laid down in the previously lease deed between the lesser / First Party and the Lessee/ Second Party and on the terms conditions hereunder.

The Sub-Lessee has carried out the inspection of the building plans of the said dwelling unit, and has satisfied himself/herself/themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fittings installed and/ or provided therein and also the common amenities and passages, appurtenant to the said dwelling 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 lessee do hereby acknowledge and the third party / sub- lessee do hereby affirm that the third party / allottee / sub Lessee has paid and the lessee / second Party has received the cost of dwelling unit and undivided share of land of the third party/sub-lessee.

NOW THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:

1. In consideration of the payment by the Sub-Lessee of the premium of Rs. **(RupeesOnly)** which includes the cost of dwelling unit, the undivided share of land and one time lease rent, paid by the third party/Sub-

Lessee(s) to the Lessee receipt whereof the Lessee hereby acknowledges, The Lessor & Lessee both hereby demises to the third party/Sub-Lessee(s) the superstructure of the Dwelling Unit/**Flat No.** _____ [admeasuring Total Super Area Sqft. Carpet Area Sq.mtr.] in **Block No.** _____ with sanitary, electrical and other fittings, along with **One Open Car Parking No.** in the Group Housing Colony named "GSP Divine Homes" situated at GH-A (GH-6 to G-13), Housing Sector, Talanagri Industrial Area, Ramghat Road, Aligarh, Uttar Pradesh, To Hold the said Dwelling Unit/Flat as described above (more clearly delineated and shown in the attached plan and hereinafter referred to as "the demised premised") into the Third Party/Sub-Lessee for the un-expired period of 90 years lease, which commenced **from 19th day of April, 2011** except and always reserving to the Lessor and its successors or assigns.

The lessee simultaneously does hereby also execute sub-lease deed unto the said Sub-Lessee/Third Party for the un-expired period of 90 years lease granted by Lessor/First Party, which commenced from **19.04.2011** the undivided title to the Land proportionate to the area allotted to the Sub-Lessee(s)/Third Party in relation to the total area of the land.

2. A) (i) In case the Lessor is required to deposit /pay at any stage any additional amount to which it is required / called upon to bear/ pay or deposit in any court or to collector in any case / proceeding under the Land Acquisition Act in process of determination of compensation either as a security or otherwise, the sub-Lessee/Third Party shall pay such proportionate additional premium / amount to the Lessor within 30 days of the demand as may be determined in this behalf by the lessor.

Provided further that the aforesaid deposit shall be subject to final adjustment of land cost after final conclusion of the litigation/ proceeding in which the demand was raised and the Lessee shall be entitled to claim refund of excess amount, if any, deposited by them.

2A) (ii) In case of enhancement of cost of land payable by Lessee to Lessor due to any order of Court/Government, Sub-Lessee will bear and pay the Proportionate enhanced amount directly to the Lessor or to Lessee who on receipt of said amount from Sub-Lessee, will pay the same to Lessor.

2 B) In case the Lessor is required to bear at any stage additional cost of Electrification and / or the additional cost of any other development of facilities and or in case the lessor is required to contribute towards any development or provision of facilities which benefit the said Industrial area/ residential area as a whole the sub-lessee/third party shall pay such proportionate additional premium to the lessor as may be determined in this behalf by the lessor.

And that such payment of proportionate additional premium shall be made within 60 days of the demand made by the Lessor.

3. AND THE SUB-LESSEE DOTH HEREBY COVENANTS WITH THE LESSOR AS UNDER:-

a) That the Sub-Lessee/Third Party will bear, pay and discharge all rates, taxes, charges and assessment of every description which may during the said term be assessed, charged or, imposed upon either the landlord or tenant or the occupier in respect of the demised premises or the building to be erected thereupon.

- b) That the Sub-Lessee/Third Party will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or far as they affect the health, safety, convenience of the other inhabitants of the place. Any breach of such law, rules, regulations and bye laws shall be liability solely of the sub-lessee.
- c) That the Sub- Lessee/Third Party will keep the demised premises and the building thereon at all times in good state and in good sanitary conditions at his own cost
- d) That the Sub- Lessee/Third Party will not make or permit to be made any alteration or addition to the said building or other erection for the time being on the demised premises or erect or permit to be erected any new building on the demises premises without the previous permission in writing of the lessor or the municipal or other authority and except in accordance with the terms of such permission and plan approved by the lessor or the municipal or other authority and in case of any deviation from such terms or plan will immediately upon receipt of notice from lessor or the municipal or other authority requiring him so to do, correct such deviation as aforesaid and if the sub-lessee/third party shall neglect to correct such deviation within the period of one calendar month after the receipt of such notice then it shall be lawful for the lessor, lessee or the municipal or other authority to cause such deviation to be corrected at the expenses of the sub-lessee/third party which expenses the sub-lessee hereby agrees to reimburse by paying to the lessor or municipal or other authority the amount which the lessor/municipal or other authority, as the case may be shall fix in that behalf and the decision of the lessor or municipal or other authority as the case, may be final and binding on sub-lessee/third party.
- e) That the sub-lessee will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the residential purpose without the previous consent in writing of the lessor or the municipal or other authority and will not do or suffer to be done to the demised premises or any part thereof anything which may be grow to be nuisance, damage, annoyance or inconvenience to the owner or occupiers of the other premises in the neighborhood.
- f) That the sub-Lessee will not without the previous consent in writing of the Lessor transfer, sublet, relinquish, mortgage or assign his interest in the demised premises and the transferee or assigns, shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects thereof and the Sub-Lessee will in no case assign relinquish , mortgage, sublet, transfer or part with the possession of any portion less than the whole of the demised premises or cause any sub division thereof by metes and bounds or otherwise.

Provided that the joint possession or transfer of possession of the demised premises in any part thereof by the Sub-Lessee shall be deemed to be sub- letting for the purpose of this Clause.

Provided further that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour either of the State Government or of the Life Insurance Corporation of India or Schedule Bank (including State Bank of India) or of the Housing

Financial Corporation or housing loan company to secure loan or loans advanced by any of them for paying the cost of Demised Premises.

Provided further that if any time the mortgagee decides to take over, sell, lease, assign the mortgaged assets in the demised premises in exercise of any rights in its vesting by virtue of the deed or deeds executed in its favour by the sub-lessee, at the time of taking the loan or loans or under any law for the time being in force the sale, lease or assignment will be subject to the mutual consultation with Lessor and the financing body or bodies mentioned above.

Provided further that the Sub-Lessee will so often as the said premises shall by assignment or by death or by operation of law or otherwise howsoever become, assigned, inherited or transferred during the pendency of the term hereby granted within two calendar months from the date of such assignment, inheritance or transfer deliver a notice of such assignment, or transfer to the Lessor setting forth names and descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every probate or a will or letters of administration decree, order, certificate or other document effecting or evidencing such assignment, inheritance or transfer and documents and aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this deed for breach of this covenant, entail penalty of Rs 2000 to be paid by Sub-lessee.

- g) That the members, directors, officers and subordinates or agents workman and other authorized representatives of the Lessor shall have the access to the plot of land and shall have the implied right and authority to enter upon the said plot of land and buildings for all reasonable purpose at all reasonable times.
- h) That the Sub-Lessee will neither make any excavation Upon any part of the said land not remove any stone, sand, gravel, clay, earth or any other material except so far as may be in the opinion of the Lessor, necessary for the Purpose of forming the foundations of the buildings and compound walls and executing the works authorized and for levelling and dressing the area covered by this agreement.
- i) That the Sub-lessee will not erect or permit to be erected at any part of the demised premises any stables, sheds or other structures of any descriptions whatsoever for keeping horses. Cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- j) That the sub-lessee will not exercise his option of determining the lease and hold the lessor or Lessee responsible to make good the damage if by fire, tempest flood or violence of any army or a mob or other irresistible force any materials part of the demised Premises is wholly or Partly destroyed or tendered substantially or permanently unfit-for building purposes.
- k) That the Sub-Lessee shall put the demised premises to the use here in before mentioned with in Twelve (12) Calendar months from the date of possession of the said demised premises is handed over to him and in any case within Twenty Four (24) calendar months from the date of this deed or such extended period of time as may be allowed by the Lessor in writing in its discretion, providing that the extension of time for putting the demised premises to use

under this clause shall not be admissible except wherein the opinion of the Lessor the delay is caused for reasons beyond the control of the Sub-Lessee.

- l) That the Sub-Lessee shall keep the Lessor and Lessee indemnified against any and all claims for damage which may be caused to any adjoining building or other premises by the building or in consequence of the execution of the aforesaid works and also against claims for damages if the Sub-Lessee or his workmen or servants shall :-
- (i) Injury or destroy any part of building or other structures contiguous or adjacent to the plot of land; or
 - (ii) Keep the foundation, tunnels or other pits on the plot of land open or exposed to whether causing any injury to contiguous or adjacent buildings; Or
 - (iii) Dig any pits near the foundations of any building thereby causing any injury or damage to such buildings.

The damages shall be assessed by the lessor whose decision as to the extent of injury or damage or the amount payable shall be final and binding on the Sub-Lessee.

- m) That the Sub-Lessee being a registered partnership firm/Partner(s) declares, affirms and undertakes that during the subsistence of the terms of this agreement the said partnership Shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardize the rights and interest of the Lessor in the matter of this lease, nor shall its constitution be altered, in any manner otherwise without written consent of the Lessor, first had and obtained, and it shall not stand dissolved on the death or insolvency of any of its partners;

OR

The Sub-Lessee being an individual or sole proprietor of a firm shall not allow any - person(s) as partner(s) with him without the prior written consent of the Lessor.

OR

The Sub-Lessee being a Company shall not make or attempt to make any alterations whatsoever in the provisions of its Memorandum & Articles of Association or in its capital structure without the written consent of the Lessor been obtained first.

While granting its consent as aforesaid the Lessor may require the successor in the interest of the Sub-Lessee to enter into a binding contract with the Lessor to abide by and faithfully carry out the terms, conditions, stipulations, provisions and agreements herein contained or such other terms and conditions as the Lessor may, in its discretion, impose including the payment by the successor in interest such additional premium and or enhanced rent, as the Lessor may in its discretion think proper. In the event of breach of this condition the agreement shall be determined at the discretion of the Lessor.

Provided that the right to determine this agreement under this clause will not be exercised if the building to be constructed on the premises has been financed by State Government or any Scheduled Bank (including State Bank of India), any Housing Finance Corporation or any Housing Finance Company, Life Insurance Corporation of India Ltd. and the said financing body or bodies mentioned above decide to take over possession or sell or lease or assign the mortgaged assets in exercise of the rights vesting in it or their favour by the Sub-Lessee as provided hereinabove or under any law for the time being in force.

- p) That the Lessor shall faithfully observe and perform the terms, conditions, stipulations and provisions contained in the said Agreement.
 - q) That it is further agreed that the lease shall stand automatically terminated if there be any change in the constitution of Lessee, Partnership firm or Private Limited Company etc, as on the date of execution of this deed without prior approval in writing of the Lessor. However, it is further clarified that Lessee shall not be liable to refund any part of Premium or Premium paid by Sub-Lessee to Lessee under any circumstance whatsoever.
1. That the vacant and peaceful possession of the super structure of the dwelling unit has been given to the Sub-Lessee. The Lessor has received one time Lease Rent of the Plot from the Lessee and the Sub-Lessee is not to pay any Lease Rent to the Lessor during the un-expired portion of the said Lease.
 2. That the Sub-Lessee does not have any right/covenant/lien/claim on any other flat in the complex and will have exclusive right of the said flat, with proportionate right in the undivided land and right in regard of common area facilities. The sub- lessee do hereby acknowledge that the lessee/second Party will have unrestricted right to negotiate, sell or sell other flats to any person of its choice. Further, the Sub-Lessee(s) is not allowed to do any kind of permanent and temporary construction work on terrace, balcony or any open area, etc in the complex/premises.
 3. That the Sub-Lessee(s) shall not in any manner whatsoever encroach upon the common land areas and facilities, parking and services not handed over to the Sub Lessee/Third Party. All unauthorized encroachments made by the Sub-Lessee/Third Party shall be liable to be removed at his/her/their own cost.
 4. That the Sub-Lessee(s) will be entitled to do any kind of repair/maintenance work in his flat as per the relevant laws and by-laws of the land but will do the same in that manner that will not be detrimental to other flats, floors, terrace/roof, walls and basic building structure.
 5. That the Sub-Lessee(s) will have no right of any kind whatsoever on the top roof terrace. However the person authorized by facility management Company/Resident Welfare Association only will be entitled to visit the top roof terrace for maintenance purpose only.
 6. That the Sub-Lessee(s) will be benefited with acquisition of land in the undivided common area in respect of the covered area ratio of their flat.
 7. That the Sub-Lessee do hereby undertakes and declare that the staff, caretaker, guard or any person authorized and appointed by the Second Party will have unhindered right to visit or stay at any place in the common area and unsold property of the Second Party and Third Party will have No Objection of any kind whatsoever in this regard and even Resident Welfare Association, Flat Owners will be bound by this declaration and undertaking.
 8. The Sub-Lessee or the Resident Welfare Association or the Flat Owner will have no claim what so ever in respect of any unsold flat, unsold parking area and any other sold area which is not common area and therefore will have No Objection of any kind whatsoever in the

Second Party deploying any security guard or caretaker for Protection and safety of the same.

9. That the Sub-Lessee(s) hereby admits and acknowledge that he/she has before taking the possession of the said flat has physically inspected the said flat and found the said flat in good condition and he/she has checked each item, material fitting and fixture as per specification and found the same to his/her satisfaction. The third party is satisfied with the quality of construction, the items provided, materials, fittings and fixtures, and thus confirms that to be installed at the end of Second Party, as the said flat is complete in all respect. Further the Third Party/Sub-Lessee accepts that incase any damages occurs inside the flat, then the Third Party/Sub Lessee will get the same repaired or rectified at their own cost.
10. That the Lessee has shown all the document to the Sub-Lessee(s) relating to the flat herein and the Sub-Lessee(s) has also satisfied himself /herself after seeing all the documents relating to the said flat. That the Sub-Lessee(s) agrees and accepts that from now onwards, all the requirements relating to the said flat, watch and ward and Obeying of all the legal purposes, would be the sole responsibility of the Sub-Lessee(s).
11. That the Sub-Lessee(s) agrees and accepts that he/she shall be responsible for paying all the charges relating to the maintenance or all other society charges which includes power back-up, club, taxes and society charges etc. All the works relating to the maintenance would be given to a company/agency by the Second Party/Lessee. Sub-Lessee will also regularly pay Service Charges as may be Levied by Lessor and in case Service Charges are levied for the whole Group Housing Plot, Sub-Lessee will pay his proportionate share thereof.
12. That the Sub-Lessee(s) shall not harm or cause to harm any damage to the peripheral walls, front, side and rear elevations of the said Flat in any form. The Sub-Lessee(s) shall not change the colour scheme of the outer walls of painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony and design etc and shall not erect any fencing/hedging/grills without prior permission of the Lessee or nominated Association/Company maintaining the said Flat /complex/building.
13. That the Flat buyer/ Sub-Lessee(s) agrees to pay and to reimburse to the maintenance agency on demand, Govt. rates/taxes, GST, property tax, works contract tax, house tax, service tax, taxes of all and any kind by whatever name called, Whether levied or livable now or in future on the said complex and/or building(s) constructed on the said Portion of land or the said flat, as the case may be, as assessable/applicable from the date of application of the Third Party/Flat buyer/Sub-lessee (s) and the same shall be borne and paid by the Flat buyer/Sub-lessee (s) as determined by the maintenance agency. Further, the Third Party/Flat buyer/Sub-lessee (s) shall be liable to pay from the date of His/her Application house-tax/property fire fighting tax or any other fee or cess as and when levied by any statutory body or Authority and so long as the said Flat of the Flat buyer/Sub-lessee (s) in proportion to the super area of the said Flat to the total super area of all the Flats in the said Building/said Complex as determined by the Company. These taxes, cess(s) ,etc. shall be paid by the Third Party/Flat buyer/Sub-lessee (s) irrespective of the net whether the maintenance is carried out by the Company or its Nominee or any other Body or Association of all of some of the Flat owners.

14. That the Sub-Lessee without any rebate or deduction whatsoever shall pay taxes as applicable, charges, levies and impositions payable for the time being to the Second Party in relation to the land share/super area of the flat of Third Party.
15. That the Lessee and the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease executed between the Lessor and the Lessee and observe the same as applicable and relating to the land pertaining to the unit given to Sub Lessee.
16. That the terms and conditions of the Lease deed, Flat Buyer Agreement, Maintenance Agreement, Memorandum of Understanding, Affidavit or any other relevant document executed in this regard shall be binding on the Sub-Lessee on the execution of the Sub lease deed and the Sub-Lessee shall be having the duty to abide by it, failure of which, the Lessee would be having the authority to terminate this Sub-Lease Deed and the Sub-Lessee cannot claim anything in this regard from the Lessee.
17. The terms and conditions of the Flat Buyer Agreement as executed between second party and the third party or his/ her predecessor in interest in case of transfer of allotment shall be deem to form part and parcel of this Sub Lease and shall be binding upon the parties even after execution of this indenture.
18. That all clauses hereinabove mentioned in relation to the sale deed shall be binding on both the parties and their legal representative and nominee etc. and the same would be to future as well.
19. That any transfer, sale, assignment or otherwise pertaining with the said dwelling unit by the Third Party/Sub Lessee will attract payment of prevailing transfer charges in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor in respect of the transfer charges will be final and binding.
20. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Lessee shall be entitled, to create tenancy of the whole of the dwelling unit for the purposes of the private dwelling unit for residential use only.
21. That wherever the title of the Lessee/ Second Party in the said dwelling unit is transferred in any manner whatsoever to any other person/party, the transferee shall be bound by all covenants and conditions contained herein or contained in the Lease between the First and the Second Party and the transferee will be answerable in all respects thereof in so far as the same may be applicable to effect and relate to the said dwelling unit.
22. That in the event of death of the Sub-Lessee, the person on whom the title of the deceased devolves shall within three months of the, devolution, give notice of such devolution to the Lessor and the Lessee.
23. That the Sub-lessee shall from time to time and at all times pay directly to the local Govt. /local Authority or UPSIDA, existing or to exist in future all rates, taxes charges and assessments of every description which are now or may at any time here in after during the

continuance of the Deed be assessed, charged or imposed upon the dwelling unit hereby transferred or on the Sub-Lessee or his/her/their tenant/occupant in respect thereof.

24. That the Lessee/ Sub-Lessee shall in all respect comply with and be bound, by the building, laws, and other by laws of the UPSIDA or other Authority for the time being in force or to exits in future.
25. That the Lessee /Sub-Lessee shall not without the sanction and permission in writing from the Lessor, erect any building, or make any alteration or subdivide or amalgamate such transferred/ Sub-Leased dwelling unit.
26. That the Sub-Lessee will use the dwelling unit for residential purpose and for no other purposes.
27. That the Lessee, would be having the right to put the Hoardings etc. on the terrace, on the elevation or on the boundary wall, for which the Sub-Lessee(s) would not be having any kind of objection of whatsoever nature.
28. That the Sub-Lessee shall on the expiry of the lease of the land, peacefully hand over the said land and demised premises unto the Lessor after removing the superstructure within the stipulated period. The land hereby sub-leased shall always remain indivisible unidentified similarly, the Sub-Lessee shall have the right of usage of common areas and will not have any right of possession of the same.
30. That the Sub-Lessee shall keep the premises insured comprehensively either singly or collectively with other Allottees and keep the insurance updated at all times.
31. That the Stamp duty, registration charges and all other incidental charges etc required for execution and registration of the Deed shall be borne by the Third Party solely.
32. That after this Deed is executed, no disputes or differences relating to the registration, booking and allotment and in all such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Second/third party would be entertained by the lessor/first party. In the event of any dispute, still arising with regard to the terms and conditions of the deed the same shall be subject to the jurisdiction of District Court, Aligarh and the High Court of Judicature, Allahabad. However if any dispute arises out of this Sub Lease between the Second Party and the Third Party the same shall be resolved by mutual consultation between Third Party and Second Party and if no such settlement is arrived at same shall be got settled through the process of Arbitration to be held at Aligarh in accordance with law.
33. That in case of any breach of the terms and conditions of this Deed by the Lessee/ Sub-Lessee, the Lessor will have the right to re-enter the demised dwelling unit after determining the sub-lease. On re-entry of the demised dwelling unit, if it is occupied by any structure build in an un-authorized manner, by the Sub-Lessee, the Lessee will remove the same, at the expenses, end cost of Sub-Lessee. At the time of re-entry of the demised dwelling unit, the Lessee may re-allot the same to any other person. It is clarified that Lessee shall not be liable to refund any part of the Premium to Sub-lessee under any circumstances whatsoever.

34. If the 'Sub-Lessee is found to have obtained the allotment, sub-lease of the demised premises by any mis-representation/mis-statement or fraud, in that case this deed may be cancelled and the possession of the demised premises may be taken over by the Lessor, and the Sub-Lessee in such an event will not be entitled to claim any compensation in respect thereof from the Lessee.
35. All the terms & conditions as described under clauses of the Lease Deed executed by UPSIDA in favour, of "Ozone Promoters Private Limited" on 27.06.2014 shall be applicable to this Deed. In case of any repugnancies of any provision of the Lease Deed and this Deed, the former shall prevail.
36. The Sub-Lessee undertakes to take membership of the Resident Welfare Association formed under supervision and patronage of the Second Party, which shall be Constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act. The Sub-Lessee further undertakes that he/she will not accept or recognize nor form any other association as Resident Welfare and Association illegally, and if he/she does so, it will amount breach of terms and conditions of this sub-lease.
37. That the Lessee and the Sub-Lessee do hereby reiterates their obligations under the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act, 2010 and undertake to abide by the same.

IN WITNESSES WHEREOF the parties hereto have set their hands the day and in the year first above written.

**For and on behalf of
U.P. State Industrial Development Authority**

.....

Witness Signed :

Witness name & Address

**For & on behalf of Lessee
Ozone Promoters Private Limited**

.....

For & on behalf of Sub-Lessee

Witness :

Signed by :

1.

Signed by :

2.