

SUB-LEASE DEED

Sale Consideration : Rs. _____/-
Market Value : Rs. _____/-
Stamp Duty @ 5% : Rs. _____/-
Car Parking : _____
Flat No : _____
Tower : “___”
Floor : _____
Super Area : _____ Sq. Ft. (_____ Sq. Mtrs.)
Carpet Area : _____ Sq. Ft. (_____ Sq. Mtrs)
Circle rate @ Rs. 32,000/- Per Sq. Mtrs.

**(According to Govt. Circle Rate List Mentioned on page No.135, Sr. No.34
software V-Code is 0177, floor rebate is as per rate list.)**

For & on behalf of GNIDA

For & On behalf of
“M/s GODREJ PROPERTIES LIMITED.”

Lessor

Lessee

Sub-Lessee/s

THIS **SUB-LEASE DEED** is made and executed at **Greater Noida**, Distt. Gautam Budh 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

M/s GODREJ PROPERTIES LIMITED (PAN NO. AAACG3995M), Company REGISTERED OFFICE AT GODREJ ONE, 5th FLOOR, PIROJSHANAGAR, EASTERN EXPRESS HIGHWAY, VIKROLI EAST, MUMBAI through its authorized signatory **MR. _____ (AADHAR NO. XXXX XXXX _____)** **S/O. _____ R/O. _____**,

_____, DULY AUTHORISED BY THE BOARD OF DIRECTORS VIDE RESOLUTION DATED _____ (hereinafter referred to as the "**LESSEE" /COMPANY**, 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

(1) **Mr. _____ S/o Mr. _____ (PAN-_____, AADHAR NO, XXXX XXXX _____) (Mob. No. _____)**

(2) **Mrs. _____ W/o Mr. _____ (PAN-_____, AADHAR NO, XXXX XXXX _____)**

BOTH R/o _____. (hereinafter referred to as the "**SUB-LESSEE"/ALLOTTEE(S)**, 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 an E-Bid Tendor System Awarded to **M/S GODREJ PROPERTIES LIMITED (LESSEE)** the Plot no.GH-01/B,C,D,E,J & K SECTOR-12, GREATER NOIDA AREA 32,350 SQ. MTR. Greater Noida after fulfilling the terms & conditions

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prescribed in the brochure of Group Housing Scheme Code-**BRS-01/2023-24** and its corrigendum, if any vide/ Reservation/ Allotment Letter No.**GNIDA/BRS-01/2023-24/1265 DATED. 23.08.2024** for the development of Residential Township with the permissible usage for development of Group Housing pockets/ flat , on the detailed terms & conditions set out in the said allotment letter and brochure/ bid document of the said scheme **BRS-01/2023-24** As per the terms & conditions of the scheme, the Lessee is Authorized to Develop And Market the project on the demarcated **Plot No.GH-01/B,C,D,E,J & K Sector-12, Greater Noida Area 32,350 SQ. MTR.**

- B. **And Whereas** GNIDA has executed a Lease Deed in favour of M/s **GODREJ PROPERTIES LIMITED** (Lessee) (**hereinafter referred to as “Company”**), in respect of **Plot No.GH-01/B,C,D,E,J & K Sector-12, Greater Noida Area 32,350 SQ. MTR** by virtue of Lease Deed dated 04/11/2024,which is duly registered with the office of Sub-Registrar Sadar, Greater Noida, U.P. Book No.1, Volume No.29336, on pages 395 TO 424 document No.59003, dated 04.11.2024.
- C. The Sub-Lessee/Company had obtained approval of layout for development of Group Housing project on the part of the above said land, project known as “_____”, for development of Group Housing, Commercial and Facilities project etc. and carried out internal development work comprising of site clearance, leveling, construction of internal roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and obtained sanction of the building plans for development and construction of the Group Housing Building on the Said Land and as such, have constructed multi-storied complex and each consisting of several Flats/Dwelling Units, Club, Commercial Spaces, Gymnasium, Swimming Pool, Service Building etc. The said Building together with the Said Land shall hereafter be referred to and named as the “_____”.
- D. **M/s. GODREJ PROPERTIES LIMITED** has developed a group housing complex named “_____” (**hereinafter called the said Complex”**) build on **Plot No.GH-01/B,C,D,E,J & K Sector-12, Area 32,350 SQ. MTR., Greater Noida West Distt. GautamBudh Nagar U.P.**
- E. The said Sub-Lessee/allottee named above, applied to the Lessee/Company for allotment of a Flat/Dwelling Unit and the Lessee/Company allotted a

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Flat/Dwelling Unit bearing No. _____, on _____ Floor, Tower-____, Total Super area _____ Sq. Ft. (____ Sq. Mtrs.) & Carpet area _____ Sq. Ft. (____ Sq. Mtrs.), project known as “_____” built on **Plot No.GH-01/B,C,D,E,J & K Sector-12, Greater, Noida.** together with proportionate rights to use the common covered area, including all easement rights attached thereto, (hereinafter referred to as Said “Flat/Dwelling Unit”) alongwith undivided and imparible 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 super area of the said Flat/Unit in the all phases of the Complex already build and to be build, more fully described in the Schedule given hereunder, on the terms and conditions as contained in the terms and conditions of **Allotment dated ____/____/20____** executed between the Lessee/Company and the Sub-Lessee/Allottee(s).

- F. The Sub-Lessee/Allottee(s) has carried out the inspection of the lease deed executed between the Lessor and Lessee aforesaid as well as Lease Deed executed between the Lessor, Lessee aforesaid and Lessee/Company, 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 and also the common amenities and passages, appurtenant to the said Flat/Dwelling unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.
- G. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa
- H. 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 FINAL WITNESSETH AS FOLLOWS:

1. That in consideration of the amount of **Rs. _____/- (Rupees Only)** paid by the Sub-Lessee/Allottee(s) to the Lessee/Company, the receipt whereof the Lessee/Company hereby admits and acknowledges, and the Sub-Lessee/Allottee(s) agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Letter, the Lease Deed executed between the Lessor and Lessee aforesaid and the Lease Deed executed between the Lessor, Lessee, and the terms and conditions of Allotment Letter, executed between the Sub-Lessee/Allottee(s)

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and the Lessee/Company, the Lessee/Company doth hereby agrees to demise and the Sub-Lessee/Allottee(s) agrees to take on Sub-Lease the Said Flat/Dwelling Unit with all its sanitary, electrical, sewerage and other fittings and for clearness has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said Flat/Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

2. That the Lessor and Lessee doth hereby grant Sub-Lease of the said Apartment/Dwelling Unit unto the said Sub-Lessee, for remaining unexpired period of Lease of said land in favour of the Lessee.
3. That the vacant and peaceful possession of the Said Apartment/Dwelling 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 the area of the Said Apartment/ Dwelling 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.
4. That the maintenance charges of the project _____ are applicable and payable by the sub-lessee. The one time interest free maintenance security (IFMS) also has been deposited by the sub-lessee/s, The Lessee shall not be liable to pay any interest on IFMS amount, at the time of handover/transfer it to Association of Apartment Owners. The sub-lessee/s shall be bound by all the covenants and conditions mentioned in the Maintenance Agreement of the Project _____.
5. That the up-keeping and maintenance of the project “_____” shall be carried out by the Maintenance Agency till it be handed over to the A.A.O. (Association of Apartment Owners) as mentioned in UP Apartment Act-2010.

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6. That the electricity supply to the project _____ is to be taken from NPCL/any other statutory power distribution Company. It is permissible for each apartment owner to obtain individual electricity connection for his/her apartment together with a separate electricity meter for which the necessary charges for obtained connection, security and user charges shall be payable directly by the apartment owner to the said NPCL/statutory power distribution Company. The Lessee has also provided Power Back up facility on the basis of request received and receipt of required charges, the sub-lessee shall be responsible to pay fixed and usage charges of power back up to such maintenance agency directly.
7. That in accordance to the provisions of Uttar Pradesh Electricity Supply Code (Thirteenth Amendment) 2018, the meter installed by the NPCL at the incoming supply point of the project _____ will act as "Reference Meter". The NPCL will compare the total electricity/energy consumption recorded by "Reference Meter" and total electricity/energy consumption of all the individual meters, installed in project, for each billing cycle. The difference of electricity/energy consumption beyond the prescribed limit of "Reference Meter" and total electricity consumption of all the individual meters installed in project, may be added in the consumption of Common Area by the NPCL. The sub-Lessee shall pay proportionate share of such extra added units without demur to the Lessee/Nominated Maintenance Agency/AAO as the case may be, along with the Maintenance Charges.
8. That for computation purpose, the super area shall be as per the Declaration Form(A) which is communicated to the Sub-Lessee through the Allotment Letter / No Dues Certificate. The Sub-Lessee shall get exclusive possession of the built-up area, i.e. covered area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said Apartment/Dwelling Unit. The title of the said Apartment/Dwelling Unit is being transferred to the Sub-Lessee through this Tripartite Sub-Lease Deed. The Sub-Lessee shall have no right, interest or title in the remaining part of the Complex, which is not included in the super area, except the right of ingress and outgress in common areas, which shall remain the property of the Lessee. The right of usage of the common facilities

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is subject to the covenants herein contained and up-to-date payment of all dues.

9. That the Sub-Lessee/allottee(s) shall not be entitled to claim partition of his undivided share in the land of the project “_____” and also Parking area, as aforesaid, and the same shall always remain undivided and impartially and unidentified. It is further clarified that the interest of the Sub-Lessee/allottee(s) shall be confined in the Said Land only.
10. The Sub-Lessee/allottee(s) undertakes to put to use the said Flat/Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the said Flat/Dwelling Unit other than residential will render Sub-Lease final deed liable for cancellation and the Sub-Lessee/allottee(s) will not be entitled to any compensation whatsoever.
11. That except for the transfer of said Apartment/Unit, all common easementary rights attached therewith, the entire common areas and facilities as provided in the said complex/project and its adjoining areas including the unclothed terrace/roof, unreserved open and covered parking spaces, club and facilities therein, storage areas etc., and the un-allotted areas and Apartments/Dwelling Units, shopping areas, if any, shall remain the property of the Lessee and shall deemed to be in possession of the Lessee, who has all the right to dispose / use of these properties in any manner.
12. That the said Apartment/Dwelling 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 Apartment/Dwelling Unit.
13. 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

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Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee.

14. That the Lessor has scheduled the payment of one time lease rent in respect of the area of the said land in favour of the Lessee/Company and hereby confirms that after such payment no lease rent is payable in future by the Sub-Lessee/allottee(s) in respect of the said Flat/Dwelling Unit during the period of Sub-Lease deed final.
15. That the Sub-Lessee shall be liable to pay on demand Municipal tax, Property tax, Water tax / charges, Sewerage tax, other annual rent, taxes, compensation to the Farmers, Metro cess, any other cess, any new land dues, Charges, GST, Swachh Bharat Cess and Krishi Kalyan Cess etc., levies and impositions, levied by the Lessor and/or any other local or statutory authority from time to time in proportion to the area of the said Apartment/Dwelling Unit from the date of allotment of the said Apartment/Dwelling Unit.
16. That the Sub-Lessee/Allottee(s) 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 Allotment Letter and the terms & conditions of Allotment Letter and punctually observe the same in respect of the said Flat/Dwelling Unit purchased by him. The Lease deed and Allotment letter shall be deemed to be a part of this Sub- Lease deed. The Sub-lessee/allottee(s) confirms that he has received a copy of the said Lease Deed .
17. That the Sub-Lessee shall not sell, transfer or assign, mortgage the whole or any part of the said Apartment/Dwelling Unit including parking area 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
18. That it will be obligatory to obtain a No Dues Certificate/NOC from the Lessee in case of subsequent sub-lease along with due incorporation of the particulars of the subsequent transferee(s) with the Lessee, and the said NOC will be issued by the Lessee

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upon payment of administrative charges Rs.____/- per sq ft plus applicable GST.

19. That whenever the title of the Sub-Lessee in the said Apartment/Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Deed, Lease Deed, Supplementary Lease Deed, Sub-Lease Deed and the terms and conditions of Allotment Letter 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 Apartment/Dwelling Unit.
20. In case of transfer, the sub-lessee shall comply with the under mentioned requirements:
 - a) That whenever the title of the said Flat/Dwelling Unit 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/GNIDA and to the Lessee/Company 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 lessee/Maintenance Agency and obtain the No Dues of certificate from the Lessee/company or its nominee or the Association of Apartment Owners, as the case may be and No Dues for the Society Maintenance from the Lessee/company or its nominee(s) before effecting the transfer of the said Flat/Dwelling Unit, failing which the transferee occupying the said Flat/Dwelling Unit shall have to pay the outstanding dues to the Lessee/ Maintenance Agency.
 - b) In the event of death of the Sub-Lessee/allottee(s), 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/GNIDA 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

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amounts due to the Maintenance Agency, Lessor/GNIDA or any other Government Agency.

- c) The transferee or the person on whom the title devolves as the case may be, shall furnish the certified copies of documents, evidencing the transfer or devolution to the Lessor/ Lessee and to the nominated Maintenance Agency that notwithstanding the reservations and limitations, the Sub-Lessee/allottee(s) shall be entitled to sublet the said flat/dwelling unit for purpose of private dwelling only in accordance with law.

21. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said Apartment/Dwelling Unit for purposes of private dwelling only in accordance with law and also according to the conventions and conditions which are contained in the Lease Deed, Supplementary Lease Deed, Sub-Lease Deed.

22. That the Lessor and/or the Lessee and /or the Maintenance Agency/ A.A.O. and their employees shall have the right to enter into and upon the said Apartment/Dwelling Unit, lawn and terrace area in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice to the Sub-Lessee, except in case of emergency during the term of the Sub-Lease but in that case the Lessor/Maintenance Agency/A.A.O. will give notice of the provisions of this Clause.

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

24. That So long as each said Flat/Dwelling Unit shall not be separately assessed for the taxes, duties etc., the Sub-Lessee/allottee(s) shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Flat/Dwelling Unit to the Maintenance Agency or to the

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Lessee/company, who on collection of the same from all the Sub-Lessee(s)/allottee(s) of the Housing Complex shall deposit the same with the concerned Authority/Lessor. That the Sub-Lessee/allottee(s) shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Flat/Dwelling Unit.

25. 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/Dwelling Unit.
26. (a) The Sub- Lessee/allottee(s) will not carry on, or permit to be carried on, in the said Flat/Dwelling Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other/ neighboring owners of the said housing complex and persons living in the neighborhood.

 (b) The Sub-Lessee/allottee(s) will obey and submit to all directions, issues and regulations made by the Lessor/GNIDA 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 Housing Complex.
27. That the Sub-Lessee/Allottee(s) 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 Flat/Dwelling Unit or on the open or covered Car Parking space by the Sub-Lessee/allottee(s) shall be liable to be removed at his own cost by the Lessor or by the Lessee/company and /or by the Maintenance Agency with the prior approval of the Lessor/GNIDA. The charges levied by the Lessor/lessee in this regard shall be finalized and binding on the Sub-Lessee/Allottee(s).

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28. That the Sub-Lessee/Allottee(s) shall, on the determination of the Sub-Lease of his share in the land, peaceably yield up the proportionate interest in the Land of project “_____”, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.

29. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expenses of the Sub-Lessee/allottee(s) by the Lessee/company or the Maintenance Agency and all the Sub-Lessee(s) pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub- Lessee/allottee(s) shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.

30. That the Sub-Lessee/allottee(s) shall maintain the said Flat/Dwelling Unit including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the Building/ Complex. Further, he will allow the Complex maintenance teams access to and through the said Flat/Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Lessee/allottee(s) 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-Lessee(s)/allottee(s). That the developer/ Lessee introduced _____ as maintenance agency and the maintenance agency and user are voluntarily entering into the present maintenance agreement with their own mutual consent to provide common maintenance service to the said complex/building and it is understood and agreed by the user that the company shall have no legal liability of any nature whatsoever arising from act of omission, commission, negligence, defaults of maintenance agency and/or the aforesaid agencies in providing the services and user fully understands and agrees for the same. That it is fully understood and agreed by the User, and user also agreed that the usage charges for use of swimming pool, club and club facilities are not included or

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covered under the scope of maintenance charges. That the user shall also be liable to pay the cost of addition which shall be demanding by the maintenance agency from time to time as per their rules and regulation. That the user is fully binding for follow all rules and regulation of maintenance agency as per their instructions.

31. That it shall be incumbent on each Sub-Lessee/allottee(s) to form and join an Association comprising of the Sub-Lessee(s)/Allottee(s) 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. Facilities like dormitories, stores, shops, parking, etc., shall not be handed over to the Association and will be owned by the Lessee/company and may be sold to any agency or individual as the case may be on any terms as the Lessee/company 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.
32. That the Sub-Lessee/allottee(s) may get insurance of the contents lying in the said Flat/Dwelling Unit at his own cost and expense. The Sub-Lessee/allottee(s) shall not keep any hazardous, explosive, inflammable material in the Building/Complex or any part thereof. The Sub-Lessee/allottee(s) 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.
33. That the Sub-Lessee/allottee(s) shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Flat/Dwelling Unit in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. The Allottee shall never change the plumbing work, electrical, fire pipes which can cause problem for other residents of Building. The Allottee shall always keep Beam, Column, sear walls un-harmed. The Allottee understands and ensure not to cover Balcony / Corridor area. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Flats /Dwelling Units and

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attached terraces on upper Flats/Dwelling Units and in the open car parking spaces, which shall always remain open to sky.

34. That the Sub-Lessee/allottee(s) 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 Complex.
35. 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 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.
36. That the Lessee/ Sub-Lessee shall not exercise its option of determining the lease for hold the Lessor responsible to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
37. That the Sub- Lessee/allottee(s) and 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 Sub-Lessee/allottee(s) and tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be constructed over the demised wall of the building except.
38. That the Sub-Lessee/allottee(s) shall not remove any walls of the said Flat/Dwelling Unit including load bearing walls and all the walls /structures of the same shall remain common between the Sub-Lessee/allottee(s) and owners of the adjacent Flats/ Dwelling Units.
39. The Sub-Lessee/allottee(s) may undertake minor internal alterations in his Flat/Dwelling Unit only with the prior written approval of the Lessee/Company. The Sub-Lessee/allottee shall not be allowed to effect any of the following changes/alterations:

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- i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Sub-Lessee/allottee(s) will get the same repaired.
- 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 spaces in the complex

40. That the Sub-Lessee/allottee(s) 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 a flat should be made without consulting a qualified structural consultant and without the written permission from the Lessee/company or the Lessor/GNIDA, if required.
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) All the plumbing problems should be attended only by qualified or experienced plumber in the building. The plumbing Network inside the Flat/Dwelling 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/allottee(s) shall not cover the balcony/terrace of his Flat/Dwelling Unit by any structure, whether permanent or temporary.
- (ix) The Sub-Lessee/allottee(s) shall ensure that all water drains in the Flat/Dwelling Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., he should not be

For & on behalf of GNIDA

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“M/s GODREJ PROPERTIES LIMITED.”

Lessor

Lessee

Sub-Lessee/s

choked or blocked. Stagnant water is the biggest reason for dampness on levels below.

- (x) Sub-Lessee/Allottee(s) should avoid random parking of his vehicle and use only his allotted parking bay.
- (xi) In case Sub- Lessee/allottee(s) 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/allottee(s) 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/allottee(s) is not allowed to put the grills in the Flat/Dwelling Unit as per individual wish, only the designs approved by the Lessee/company will be permitted for installation.

41. 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 Uttar Pradesh Apartments (Promotion of Construction, Ownership & Maintenance) (Amendment) act 2016, and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by all the Parties.

42. That the Sub-Lessee/allottee(s) 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.

43. 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/allottee(s).

44. That the Sub-Lessee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and if any stamp duty and deficiency of stamp, imposed by the Govt./Competent Authority on the allotment letter, agreements for maintenance, electricity and power backup etc. shall be paid and borne by the Sub-Lessee.

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45. That the Lessor shall be entitled to recover all dues payable to it under the deed by the Sub-Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
46. 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.
47. 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.
48. The Chief Executive Officer of the Lessor/GNIDA 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.
49. That in case of any breach of the terms and conditions of this deed by the Sub-Lessee/Allottee(s), and/or breach of terms and conditions of the Lease Deed executed between the Lessor and Lessee aforesaid and Lease Deed executed between the Lessor, Lessee aforesaid and Lessee/company and terms and conditions of Allotment for said Flat/Dwelling Unit between the Sub-Lessee and the Lessee/company, the Lessor and the Lessee/company will have the right to re-enter the said Flat/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Flat/Dwelling Unit, if it is occupied by any structure built un-authorisedly by the Sub-Lessee/Allottee(s), the Lessor/GNIDA and/or the Lessee/Company will remove the same at the expense and the cost of the Sub-Lessee/allottee(s). Before exercising the right of re-entry, due notice to the Sub-Lessee/Allottee(s) shall be given by the Lessor/GNIDA and/or the

For & on behalf of GNIDA

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Lessor

Lessee

Sub-Lessee/s

Lessee/Company to rectify the breaches within the period stipulated by the Lessor and/or the Lessee/Company.

50. That all notices, orders and other documents required under the terms of the 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 with modifications) 1974 (U.P. Act No. 30 of 1974).
51. That the declaration as provided in the Section 12 of U.P. Apartment Act, 2010 has been submitted by the Lessee/company in the office of competent Authority in respect of the project/building “_____”.

For & on behalf of GNIDA

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Lessor

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SCHEDULE OF FLAT/DWELLING UNIT

Residential Flat/Dwelling Unit bearing No. ___, on __ Floor in Tower __, consisting of _____, having a Total Super area ___ Sq. Ft. (____ Sq. Mtrs.) & Carpet area ___ Sq. Ft. (____ Sq. Mtrs.) along with right to use _____ Parking Space in the “_____”, built on Plot No.GH-01/B,C,D,E,J & K Sector-12, Greater Noida West, Gautam Budh 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 Flat/Dwelling Unit, as per the enclosed plan and bounded as follows:-

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

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 G.N.I.D.A. LESSOR
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(1)

(2)

FOR & ON BEHALF OF
**“M/s. GODREJ PROPERTIES
LIMITED”**

LESSEE

SUB -SUB-LESSEE/S

For & on behalf of GNIDA

For & On behalf of
“M/s GODREJ PROPERTIES LIMITED.”

Lessor

Lessee

Sub-Lessee/s