

SUB-LEASE DEED

THIS SUB LEASE DEED (the “**Deed**”) is made and executed on this _____ day of _____, 20____, at Ghaziabad, Uttar Pradesh;

BY

M/S ROSEBERRY DEVELOPERS PRIVATE LIMITED, (CIN no.____), a company organized, incorporated, registered and existing under the Companies Act, 1956, having its registered office at _____ and corporate office/ Site office at Plot No.10/2 at 10, Vaibhav Khand, Indirapuram, Ghaziabad (PAN NO.), represented by its authorized signatory _____ **S/o Shri** _____, appointed by Director (s) of Company duly executed Board Resolution dated _____ (hereinafter referred to as the “**Promoter/Vendor/Lessor**” which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in interest, affiliates, nominees, administrators, executors, legal/authorized representatives, attorney(ies) and permitted assigns).

TO AND IN FAVOUR OF

(i) Mr./Ms./Mrs. _____ **(Aadhar No.) Son of/ daughter of/ wife of Shri./Smt.** _____ **Resident of** _____ **(PAN NO.)**

(ii) Mr./Ms./Mrs. (Aadhar No.) Son of/ daughter of/ wife of Shri./Smt. Resident of (PAN NO.)

(iii) Mr./Ms./Mrs. (Aadhar No.) Son of/ daughter of/ wife of Shri./Smt Resident of (PAN NO.)

(hereinafter singly/ jointly, as the case may be, referred to as the Vendee(s)/Lessee which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Other Part.

OR

M/s _____, a sole proprietorship firm, having its office at _____ (PAN No. _____), acting through its proprietor Mr./Ms. _____ (Aadhar No. _____), S/o/W/o/D/o _____, R/o _____; (hereinafter referred to as the Vendee(s)/Lessee, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Other Part.

OR

M/s _____ (PAN No. _____), a partnership firm duly registered and existing under the Indian Partnership Act, 1932 having its registered office

at _____ through Mr. _____ (Aadhar No. _____), Partner of the firm, duly authorized vide resolution dated _____ passed and signed by all the partners constituting the Partnership Firm (Copy enclosed) (hereinafter referred to as the Vendee(s)/Lessee which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include all Partners of the partnership firm and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Other Part.

OR

M/s _____ (CIN No. _____), a company incorporated, organized, registered and existing under Companies Act, 1956 having its registered office at _____ (PAN No. _____) through Mr. _____ (Aadhar No. _____) (designation) of the company duly authorized by the Board of Directors of the company vide resolution dated _____/ duly authorized vide Deed of General/ Special Power of Attorney dated _____ duly registered in the office of the Sub-Registrar of Assurances, _____ as Document No. _____ on _____ (hereinafter referred to as the Vendee(s)/Lessee which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees, executors, liquidators and permitted assigns) of the Other Part.

OR

M/s _____ (PAN No. _____) HUF, through its Karta Mr. _____ (Aadhar No. _____), (hereinafter referred to as the Vendee(s)/Lessee which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include him and each of the members constituting the HUF, their respective heirs, executors, administrators, legal representatives, successors and permitted assigns) of the Other Part.

OR

M/s. _____ (PAN No. _____), a society registered and existing under the Societies Registration Act, 1860 or under _____ having its registered office at _____ through Mr. _____, (Aadhar No. _____) (Aadhar No. _____) duly authorized by the governing body/Managing Committee vide resolution dated _____/duly authorized vide Deed of General/ Special Power of Attorney dated _____ duly registered in the office of the Sub-Registrar of Assurances, _____ as Document No. _____ on _____ (hereinafter referred to as the Vendee(s)/Lessee which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, liquidators and permitted assigns) of the Other Part.

(hereinafter referred to as the “**Purchaser(s)/Lessee/Vendee(s)**” which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, executors, legal heirs, nominees, legal representatives and attorney(ies), administrators and permitted assigns).

NOW, THEREFORE, THIS DEED WITNESSETH AS IT IS HEREBY AGREED AND DECLARED BY THE AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

DEFINITIONS

In this Deed, unless the context otherwise requires, -

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016;
- (b) “Annexure” means an annexure appended to this Deed;
- (c) “Appropriate Government” means the State Government;
- (d) “Competent Authority” means Ghaziabad Development Authority;
- (e) “Rules” means the Rules made under the Real Estate (Regulation and Development) Act, 2016, as applicable in the State of Uttar Pradesh;

(f) “Regulations” means the Regulations made under the Real Estate (Regulation and Development Act, 2016 as applicable in the State of Uttar Pradesh;

(g) “Section” means a section of the Act;

(h) “Purchaser(s)/Lessee/Vendee(s)” means the person to whom a plot, Residential Floor or building, as the case may be, has been sub leased, sold (whether as freehold or leasehold) or otherwise transferred by the Developer/Promoter/Vendor/Lessor, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, Residential Floor or building, as the case may be, is given on rent;

(i) “Carpet Area” means the net usable floor area of a Residential Floor, excluding the area covered by the external walls, area under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Residential Floor;

(j) “Common Area” means;

- i) The entire land for the real estate project or where the project is developed in phases and registration under the Act is sought for a phase, the entire land for that phase;
- ii) The stair cases, lifts, staircase and lift lobbies, fire escape, and common entrance and exits of building;
- iii) The common basement, terraces, parks, playground, open parking areas and common storage spaces;
- iv) The premises for the lodging of persons employed for the management of the property including

accommodation for watch and ward staffs or for the lodging of community service personnel;

- v) Installations of services such as electricity, PNG, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy. Installations of services shared with other projects in the vicinity shall have proportionate share in the common area.
- vi) The water tanks, sumps motors, fans compressors, ducts and all apparatus connected with installations for common use. The apparatus connected to Installations shared with other projects in the vicinity shall have proportionate share in the common area;
- vii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

Interpretation

Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act/Rules.

WHEREAS:

- (1)** The land admeasuring 7822 Sq. Mtrs. of Plot bearing No.10/2 at 10, Vaibhav Khand, Indirapuram, and Ghaziabad (hereinafter referred to as the “said land” was the part and parcel of the Joint Venture of GHAZIABAD DEVELOPMENT AUTHORITY (the & quot; Competent Authority/GDA") and M/S SHIPRA ESTATE LIMITED under the terms and conditions of the Joint Venture. That in pursuance, M/s Shipra Estate Limited submitted the construction plan/ lay-out plan of entire plot No.10, Vaibhav Khand, [ALLOTTEE(S)] [DEVELOPER] Indirapuram, Ghaziabad U/s 15 of the Uttar Pradesh Urban Planning and development Act 1973, which shall be approved as per the terms and condition, FAR and Ground Coverage as permissible under law.
- (2)** The M/S SHIPRA ESTATE LIMITED nominated M/S ROSEBERRY DEVELOPERS PRIVATE LIMITED, as its nominee for the purpose of construction and development at the said Land, earmarked for the residential development, in accordance with the map/lay-out sanction obtained in favour of M/S SHIPRA ESTATE LIMITED from time to time.
- (3)** In terms of Uttar Pradesh Urban Planning and development Act 1973, a lease deed vide dated 31-March-2008 was executed between the GHAZIABAD DEVELOPMENT AUTHORITY and M/S ROSEBERRY DEVELOPERS PRIVATE LIMITED with respect to the Plot bearing No.10/2 at 10, Vaibhav Khand, Indirapuram, Ghaziabad for a tenure of 90 years, from the date of execution of the lease deed against the premium amounting to Rs.2,15,10,500/- (Rupees Two Crores

Fifteen Lakhs Ten Thousand And Five Hundred only) and lease rent for a sum of Rs.21,51,050/- (Rupees Twenty One Lakhs Fifty One Thousand And Fifty Only).

- (4)** The Competent Authority has granted permission to develop the project vide approval/Sanctioned Letter dated 15.02.2025 bearing No. GDA/BP/24-25/1059;
- (5)** The Lessor after having purchased land by virtue of various sale deed/lease deeds on the approved at Plot No.10/2 at 10, Vaibhav Khand, Indirapuram, Ghaziabad earmarked for a Group Housing Project, comprising of Affordable Flats/Floors etc. (hereinafter referred to as the "Said Plot") and Lessor is in the process of developing a residential Group Housing by the name of (hereinafter referred to as the 'said Group Housing') on the said Land pursuant to approval/sanctioned Plan dated _____ bearing No. _____ for the said purpose. Lessor has registered the project under the provisions of the Real Estate Regulations & Development Act 2016 vides Registration no. _____.
- (6)** The Vendee(s)/Lessee after inspecting, checking and verifying all the ownership/lease records, title documents, approvals, licenses, sanctions, plans pertaining to Project Land and after having completely satisfied with the same had booked Residential Floor No. ____, ____ Floor, Tower-____, admeasuring super area of _____ Sq. Meters (____ Square Feet) located in _____, Ghaziabad, Uttar Pradesh.
- (7)** Subsequently in accordance with the Request of the Vendee(s)/Lessee vide application no._____, the Floor

without any Terrace Rights was allotted by the Lessor to the Vendee(s)/Lessee as per the terms & conditions stipulated in the Application Form and Allottee(s) Arrangement/Deed to Sale (hereinafter referred to as the **“Arrangement”**) was entered into and considered as integral part of this Sub-Lease Deed.

(8) The Vendee(s)/Lessee, after having satisfied with the clear and marketable title held by the Lessor and the calculation of saleable/Lease area of the said Floor, have paid the entire sale/Lease consideration of Rs. _____/- inclusive of TDS deposited for the amount of Rs. _____ by serial challan number _____ dated _____ with BSR code _____ towards the purchase of the said Floor as per the agreed terms of payment. The Lessor does hereby accept and acknowledges the receipt of the said amount and in consideration there of this Sub-Lease Deed with respect to the said Residential Floor is executed in favour of the Vendee(s)/Lessee.

NOW, THEREFORE, THIS DEED OF SUB-LEASE WITNESSETH AS UNDER:

1. (a) That having received from the Vendee(s)/Lessee the consideration of Rs. _____/- the receipt whereof the Lessor/vendor hereby acknowledge and admit towards full and final consideration, the Lessor do hereby Lease, sell, assure, convey, grant, transfer, assign, grant by way of this Sub-Lease Deed completely all its rights, title and interests in the said Demised as described in details in the **Schedule of Property** together with impartible and indivisible proportionate rights in

the underneath Built up area of the plot of land, over which the said Floor has been constructed, along with consequential rights of possession, easements, privileges, appurtenances and right to use common areas and facilities such staircases, circulation area, mummy, walls, shafts, passages, corridors, lobbies etc. and other easements appurtenant thereto unto the Vendee(s) to possess and to enjoy the Floor and all its right, title and interest, **TO HAVE AND TO HOLD** the same absolutely and forever free from all encumbrances, charges, trust, liens, claims and demands whatsoever in the manner received to the Vendor(s)/Lessor. The said Floor is attached herewith and marked as **Annexure - A.**

(b) That it is also clearly understood and agreed by the Vendee(s) that the Vendee(s) shall be permitted to use the terrace floor only for utility inspection or maintenance with the permission of the Lessor who shall have absolute right on the Terrace Floor together with proportionate right on the land underneath of the Built-up area of the Floor.

2. That the Lessor is full-fledged and lawful owner of the Floor specified as aforesaid in the Schedule of Property and is fully competent and entitled to execute and get registered this Sub Lease Deed in favor of the Vendee(s)/Lessee and to confer a clear and marketable title in respect thereof in favour of the Vendee(s)/Lessee. The title of the Lessor is free from all types of encumbrances, charges, liens, acquisition proceedings, restraint orders, recovery attachment etc. up-to-date.

3. That the Lessor on this day has delivered actual, physical and vacant possession of the said Apartment to the Vendee(s)/lessee, forever and the same is acknowledged by the Vendee(s)/lessee. Vendee(s)/lessee agree and acknowledge that parking space is being allotted with the usage rights only. The Lessor has completed all development works in this Apartment to fulfill their responsibility as per the approved layout/ building plans and prior to taking possession of the Apartment, the Vendee(s)/lessee has checked and inspected all the development works carried out by the Lessor and fully satisfied with that. Once the Vendee(s)/lessee takes possession of the Apartment, no complaint of any kind whatsoever shall be entertained either by the Lessor or the Maintenance Agency.

4. That with the execution of this Sub Lease Deed and receipt of Possession as states hereinbefore the Vendee(s)/lessee shall have lawful right for all times to enter into, to occupy and enjoy ownership & possession of the said Floor with all attached common facilities and amenities without any letting, hindrance, interruption, disturbances, subject to terms, conditions, stipulations and restrictions contained in this Deed.

The Vendee(s)/lessee shall have unhindered right to passage and right of way to the roads adjoining the said Floor and shall also have right to use common services within the Township, subject to such terms and conditions as may be laid down by the Lessor /Maintenance agency or the Government or local bodies, as the case may be.

5. The Vendee shall hereafter have all future rights to hold, use, enjoy and transfer or bequeath the Floor, in lawful manner. However, It is clearly understood and agreed by the Vendee(s)/lessee that any transfer or alienation of the Floor shall be subject to prior No Objection Certificate (NOC) from the Lessor or its nominated Maintenance Agency subject to complete clearance of all the applicable charges, including electricity charges, water charges, sewerage charges, CAM (Common Area Maintenance) charges and any other service charges, from the Lessor and/or nominated Maintenance Agency. In absence of the said NOC, the Lessor and the Nominated Maintenance Agency shall have right to refuse to register transfer of the Floor in their records and having equal share in the Said Floor.
6. That the Vendee(s)/lessee or his assignees or nominees from the date of execution of this Sub Lease Deed of this Floor shall be liable to pay the all Charges, fees, taxes, levies, cess and imposts, as may be applicable from time to time including but not limiting to city level and building level CAM charges, water charges, sewerage charges and other such other charges, fees, levies, cess or imposts of all and any kind by whatever name called. The Vendee(s)/lessee shall also be liable to pay any development charges or proportionate development charges as and when levied by the Local Authority/Body under the prevailing law and rules of the land on the _____ or in the property (ies) therein.
7. That the execution of this Sub Lease Deed is in continuation of all the previous Deeds, understandings and arrangements and

terms and conditions contained therein, which hereby finally and unequivocally culminate into this Sub-Lease Deed. However, the terms and condition applicable on the Application Form and Builder Buyer arrangement/Deed in terms of the Government Policy, or any Laws, Bye-Laws, Rules and Regulations or Guidelines of the Government, Competent Authority, Court's order or direction, the Lessor as Developer of the **"THE HORIZON RESIDENCES"** or the nominated Maintenance Agency as may be applicable from time to time will always be applicable on the Floor and the Vendee(s)/lessee undertake to strict and full compliance of the same all the times and all or any consequences shall be that of the Vendee(s)/lessee alone. The Vendee(s)/lessee shall keep the Lessor indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands, direction and repairs etc.

8. That it is mutually and specifically agreed and undertaken by the Vendee(s)/lessee that the Vendee(s)/lessee shall use the Floor for residential purpose only and shall not carry out any commercial/prohibited activities or put any publicity material or signage depicting any commercial activity whatsoever. That it has been mutually decided and amicably settled between both the parties that any kind of dues, interest, penalty, compensation or whatsoever in respect of the said unit has already been settled and Vendee/Lessee agrees and acknowledges that vendee/Lessee shall not be eligible to raise claim or dispute of any nature whatsoever in the future with

regard to the same before any forum and the same shall stand finally settled upon execution of the present Sub-Lease Deed.

9. That the Vendee(s)/lessee gives its consent and undertake to enter into a separate **Maintenance Deed** with the Lessor or its nominated Maintenance Agency as and when demanded by the Lessor or its nominated Agency and the Vendee(s)/lessee agrees to abide by all the terms and conditions as laid down in the said Maintenance Deed at all level. The decision of the Lessor or the Maintenance Agency in respect of cost of maintenance as may be determined from time to time will be final and entirely binding on the Vendee(s)/lessee. The Vendee(s)/lessee undertakes to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The Vendee(s)/lessee hereby assures the Lessor that the Vendee(s)/lessee shall not withhold, refuse or delay the payment of maintenance bills raised by the Maintenance Agency for any reason whatsoever. The Vendee(s)/lessee agrees that the Lessor or the nominated Maintenance Agency shall have the first charge/lien on the Floor for the purpose of recovery of all its dues charges, such as power, water, solid waste disposal, ICT services, Gas, or any other service(s) provided by the lessor or its assignee and payable by the Vendee(s)/lessee under the Maintenance Deed or other Rules or Deed and such other payments as may be demanded by the Lessor from time to time.

10. That the Vendee(s)/lessee further specifically agrees that except the right, title or interest of Floor, the Vendee(s)/lessee shall have no right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling

outside the Floor or the plot on which the Floor exists and that such area and facilities shall remain indivisible and the Vendee(s)/lessee shall not be directly or indirectly entitled to claim or bring any action for partition or division of the said common area(s) and facilities or any part thereof.

11. The Vendee(s)/lessee further acknowledges that the Lessor shall be carrying out extensive development/construction activities for many years in future in the entire area falling within _____ Township in which the Floor is located and the Vendee(s)/lessee agrees not to raise any objections or make any claims or default in any payments as demanded by the Lessor on account of inconvenience, if any, which may be suffered by the Vendee(s)/lessee due to such development/ construction activities being carried out or matters incidental thereto.
12. That the Vendee(s)/lessee shall permit the Lessor/Maintenance Agency, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Floor or any part thereof for the purpose of maintaining, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, structures of other convenience, which the Lessor/nominated Maintenance Agency is liable to maintain as per the terms of the Maintenance Deed.
13. The Vendee(s)/lessee shall not do or suffer anything to be done in or around the Floor which may tend to cause damage to the adjacent floors or plots or façade of the building in any

manner interfere with the use thereof or of spaces, passages, amenities and areas available for common use by all the residents. The Vendee(s)/lessee hereby indemnifies the Lessor against any penal action, damages or loss, which may occur to Lessor due to misuse of the Floor by the Vendee(s)/lessee.

14. The costs of stamp duty, registration charges and other incidental charges and expenses shall be borne by the Vendee(s)/lessee. Any deficiency in stamp duty as may be determined by the Sub-Registrar/concerned Authority along with consequent penalties/deficiencies as may be levied in respect of the Floor being conveyed by this Deed shall be borne by the Vendee(s)/lessee exclusively.
15. That the Vendee(s)/lessee has read and fully understood the contents of this Sub Lease Deed and executed this Deed with full knowledge and subject to all the laws, notifications and rules applicable in the area from time to time.
16. That it is clearly understood and so agreed by and between the Lessor and the Vendee(s)/lessee that all the provisions contained herein and the obligations arising hereunder in respect of the Floor shall equally be applicable to and enforceable against any and all subsequent purchasers/Vendee(s)/lessee of the Floor as the said obligations go along with the Floor for all intents and purposes.
17. That any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations

made thereunder or under other applicable laws, such provisions of the deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

18. That the Vendee(s)/lessee agrees and confirms that all obligations arising by virtue of this Deed in respect of Floor being the subject matter of this Deed shall be equally applicable and enforceable against any or all occupiers, tenants, licencees and/or subsequent purchasers/ Vendee(s)/lessee of the Floor. The Vendee(s)/lessee undertakes to make all efforts to ensure that its successors-in-interest continues to perform various obligations liable to be performed in terms of this Deed and the Maintenance Deed.

19. The Vendee(s)/lessee further undertake not to do anything or shall not use the Floor being the subject matter of this Deed in a manner, which may cause any nuisance, annoyance or obstruction or hindrance to the other owners/occupants in the said Township or is immoral or illegal. The Vendee(s)/lessee also undertakes not to keep or store any hazardous, explosive, illegal, inflammable chemicals/material etc., which violates the bye-laws applicable to the Floor for any residential area. The Vendee(s)/lessee shall keep indemnified the Lessor and the

public in the vicinity against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas etc. for which the Vendee(s)/lessee shall be solely responsible.

IN WITNESSES WHEREOF, the Parties have executed this Sub Lease Deed on the place, day, month and year first above written in the presence of the following witnesses:

SIGNED, EXECUTED & DELIVERED

Vendee(s)/lessee

Lessor

(_____)

**Authorized Signatory
For and On Behalf of
M/s _____.**

WITNESSES:

1.

2.

Drafted

