

TRIPARTITE SUB-LEASE DEED

A Residential Dwelling Unit/Flat No. onFloor of **Tower No.....**in the Residential Society known as **"Oasis Grandstand Phase 2"** Built on **Plot No. GH-01 at TS-01/B, Sector-22-D, Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar.**

Total Sale Consideration	:	
Value as per Circle Rate	:	
Total Stamp Duty Paid @7%	:	
Flat No.	:	
Floor	:	
Tower No.	:	
Car Parking	:	
Floor Rebate	:	 %
Super Area	:	 Sq. Ft. (i.eSq. Meters)
Covered Area	:	 Sq Ft. (i.e. Sq. Meter)
Circle Rate	:	24,500/- per Sq. Mt.

According to the government circle rate list mentioned on page no. 139, Sl. No. 115, Software V-Code is 0122, Floor Rebate is as per rate list.

LESSOR

SUB-LESSEE/DEVELOPER

SUB-LESSEE

THIS TRIPARTITE SUB LEASE DEED is made and executed at Greater Noida on this ____ day of **March 2024**

BETWEEN

The **Yamuna Expressway 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**") of the First Part.

AND

M/s Oasis Realtech Pvt. Ltd. (PAN: AABC07211M) Company duly incorporated under the companies Act, 1956 and having its Registered office at Registered Address: B-358, Office No.4,1st Floor, R.S Tower, New Ashok Nagar, East Delhi-Delhi-110096, Through its Authorized signatory, **Through Authorised Signatory MR. SHAMBHU SHARAN S/O SHRI RADHESHYAM SHARAN R/O C-46A, 4TH FLOOR, THAKUR NIWAS, NEW ASHOK NAGAR, VASUNDHARA ENCLAVE, EAST DELHI-110096**, duly authorized by the Board of Directors vide Resolution dated (hereinafter referred to as the "**SUB-LESSEE/DEVELOPER**" which expression shall, unless it be repugnant to the context to meaning thereof mean and include its successors liquidators and assign) of the Second Part.

AND

.....
(hereinafter referred to as "**Sub-Lessee**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their legal heirs, executors, administrators, legal representatives and assigns) of the Third Part.

WHEREAS:

- A. The Lessor invited bids under their Scheme No. YEA/RT-03/2011 for allotment of the Township **Plot No.-TS-01/B, Sector-22D**, Yamuna Expressway Industrial Development Area, Greater Noida. **M/s. Logix Buildstates Pvt. Ltd.** was the successful bidder for plot no. **TS-01/B**, admeasuring **406109.44** sq. meters (hereinafter referred to as the "Said Land")
- B. The said land was allotted to **M/s. Logix Buildstates Pvt. Ltd.** vide allotment letter bearing No....., Dated-.....
- C. The Authority as a Lessor vide Lease Deed dated **11-07-2013** duly registered with the Sub Registrar, Sadar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in **Book No. 01 Jild No.13707, Page No. 323 to 368 document No-17238** demised the said plot for a period of 90 years from the date of its execution in favour of **M/s. Logix Buildstates Pvt. Ltd.** (hereinafter referred to as the Lease Deed). as the Lessee on certain terms and conditions.

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- D. **M/s. Logix Buildstates Pvt. Ltd.** has taken approval from Yamuna Expressway Industrial Development Area, Greater Noida to sub divided the Plot No.**GH-01, at TS-01/B, Sector 22-D,** Yamuna Expressway and sub lease one part of the plot admeasuring **37500.00 Sq. Mtrs.** to **M/s Oasis Realtech Pvt. Ltd.**
- E. The Sub-Lessee/Developer Sub Lease vide sub lease deed dated **28th February 2014** duly registered with the Sub Registrar, Sadar, Distt. Gautam Budh Nagar. Uttar Pradesh (hereinafter referred to as "The Sub Lease Deed") registered as **Document No. 6786 in Book No. I Jild No. 15254 at Pages 391 to 420,**
- F. The Sub-Lessee/Developer has developed a Residential Complex known as "**OASIS GRANDSTAND**" Area **37500.00 Sq. Mtrs,** situated at Plot No.**GH-01, at TS-01/B, Sector 22-D,,** Yamuna Expressway Industrial Development Area, (hereinafter referred to as 'the said Dwelling Units/Flats')
- G. In terms of the Lease Deed dated **11-07-2013** executed by the Lessor in favour of the **M/s. Logix Buildstates Pvt. Ltd.,** the sub-Lessee in desirous of execution of Sub-Lease Deed of the Said Units/Flats in their favour and the Lessor has agreed to confirm the Sub-Lease for the
- H. expired period of 90 year of the Lease Deed dated **11-07-2013** on the terms and conditions, hereinafter set out.
- I. The Sub-Lessee/Developer prior of the proceedings under section 21 & 23(I) of the companies Act, 1956 and consequential grant of fresh Certificate of Incorporation there under dated 24 Aug 2012 by the Registrar of Companies, were known as **M/s Oasis Realtech Pvt. Ltd..**

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

1. That in consideration of the amount of **Rs./-** (Rs. **only**) which includes the cost of superstructure and the share of land, paid by the Sub-Lessee to the SUB-LESSEE/DEVELOPER/its nominee/assigns receipt whereof the SUB-LESSEE/DEVELOPER / its nominee/assigns hereby acknowledges and the Sub-Lessee agreeing to observe and perform the terms and conditions herein mentioned, the SUB-LESSEE/DEVELOPER hereby sell to the Sub-Lessee the superstructure of the Dwelling Unit/Flat Bearing No. onFloor of **Tower No.....** having Super Area**Sq. Ft. (i.e Sq. Meters)** and right to use **One Covered Car Parking** in the Residential Society known as "**Oasis Grandstand**" Built on **Plot No. GH-01 at TS-01/B, Sector-22-D, Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar, U.P.**with all rights, easements and appurtenances whatsoever to the said Dwelling Unit/Flat belonging or appertaining thereto TO HOLD the said flat hereby sub-leased unto the Sub-Lessee for unexpired period of 90 years, reckoned from **11th July 2013.**

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2. The vacant and peaceful possession of the said Dwelling Units/Flats has been delivered to the Sub-Lessee simultaneously with the signing and execution of the Sub-Lease Deed and the Sub-Lessee confirms the taking over of the possession of the said Dwelling Unit/flat after satisfying himself/herself/themselves as to the area of the said Dwelling Unit/flat and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
3. That the Sub-Lessee/Developer hereby covenant with the Sub-Lessee as follows:
 - (a) That the absolute interest which they prefer to transfer/demise by way of sub-lease subsists and that they have good right, full power and authority to grant sub-lease of the said dwelling Unit/flat.
 - (b) That the said Dwelling Units /Flats is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said flat or any part thereof the Sub-Lessee/Developer shall indemnify the Sub-Lessee.
 - (c) That the Sub-Lessee shall have no right, title or interest in any other Dwelling Unit/flat in the said Scheme except the said Dwelling Unit/Flats and any other flat which he/it may have taken on sub-lease or may hereafter take on sub-lease by any other Sub-Lease Deed.
4. The Sub-Lessee undertakes to put to use the said Dwelling Units/Flats for the residential use only. In case of default, the Sub-Lessee has to pay the penalty as imposed by the Lessor i.e. YEIDA. Use of the said Dwelling Unit/flat for other than residential purposes will render Sub-Lease liable for cancellation and the Sub-Lessee will be paid no compensation therefore.
5. The Sub-Lessee shall be liable to pay on Demand by Lessor any Compensation Charges levies Taxes etc. whatsoever.
6. The Lessor reserves the right to all mine and minerals, coals, washing gold, earth, oils, queries, in, over or under the said Plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purposes of searching for, working and obtaining, removing and enjoining the same without providing or leaving any vertical support for the surface of the said Land or for any building for the time being standing thereon provided always the Authority shall make reasonable compensation to Sub-Lessee for all costs incurred, loss of profits and damages directly or indirectly occasioned by the exercise of such rights. To decide the amount of the reasonable compensation, the decision of the Lessor will be final and binding on the Sub-Lessee.
7. The Lessor is receiving lease rent as per the schedule mentioned in the Sub Lease Deed dated **28-02-2014** in respect of the said land in which the said Dwelling Unit/flat is located from the Sub-Lessee/Developer and as such Sub-Lessee/Developer hereby confirms that no lease rent

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is payable in future by the Sub-Lessee in respect of the said flat during the period of the Sub-Lease.

8. The Sub-Lessee shall, at all times, duly perform and observe all the covenants and conditions which are contained in the Lease Deed dated **11th July 2013**, Sub-Lease Deed and the Allotment Letter as applicable and pertaining to the said Dwelling Unit/flat hereby sub-leased and all relevant terms thereof shall be deemed to be incorporated in this Sub-Lease Deed.
9. The Sub-Lessee shall not sell, transfer or assign the whole or part of the said Dwelling Unit/flat to anyone except with the previous consent in writing of the Lessor and on such terms and conditions including the transfer charges/fee as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by Lessor in respect of leasehold properties.
10. Whenever the title of Sub-Lessee in the said flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in the Lease Deed, Sub-Lease Deed and Allotment Letter dated and the Maintenance Agreement referred to elsewhere in this Sub-Lease and he/she/they be answerable in all respects therefore in so far as the same may be applicable to, effect and relate to the said Dwelling Unit/flat.
11.
 - a) That whenever the title of the said Dwelling Unit/flat is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall within three months of transfer give notice of such transfer in writing to the Lessor, to the Sub-Lessee/Developer and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting the transfer of the said dwelling Unit/flat failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said dwelling Unit/flat.
 - b) In the event of death of the Sub-Lessee, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Lessor, Sub-Lessee/Developer and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
 - c) The person on whom the title devolves or his/her transferee, as the case may be, shall supply to the Lessor, Sub-Lessee/Developer and to the Maintenance Company certified copies of document(s) evidencing the transfer or devolution.
12. Notwithstanding the reservations, limitations as mentioned in Clause No. 10 above, the Sub-Lessee shall be entitled to sublet the whole or any part of the said Dwelling Unit/flat sub-leased to him for purposes of private dwelling only on a tenancy from month to month.

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13. The Sub-Lessee may mortgage the said flat in favour of the State or Central Govt. or Financial Institutions/Commercial Banks etc., for raising loans with the prior permission of Lessor in writing. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentage as decided by the Lessor of the unearned increase in the value of the Dwelling Unit/Flat as first charge having priority over the said mortgage/charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Authority shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Authority of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency/Court.
14. The Lessor and/or Sub-Lessee/Developer and/or Maintenance Agency and their employees have the right to enter into and upon the Dwelling Unit/flat constructed thereon in order to inspect and carry out repair work from time to time and at all reasonable times of the day during the term of the Sub-Lease and the Sub-Lessee will give notice of the provisions of this clause to his/her/their tenants.
15. The Sub-Lessee shall from time to time and at all times pay directly to the local government/Central Govt./Local Authority or YEIDA 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 Dwelling Unit/flat and building constructed thereon, hereby sub-leased from the date of allotment of the said Dwelling Unit/flat by the Sub-Lessee/Developer.
16. The Sub-Lessee shall also be liable to pay to the Sub-Lessee/Developer the charges, *pro-rata* as may be determined by the Sub-Lessee/Developer or its nominated Maintenance Agency, for maintaining various services and facilities in the said Residential Township where the said Dwelling Unit/flat is situated until the same are handed over to a local Body/Authority for maintenance. All such charges shall be payable and be paid by the Sub-Lessee to the Sub-Lessee/Developer/Maintenance Agency periodically as and when demanded by the Sub-Lessee/Developer/Maintenance Agency. The *pro-rata* share so determined by the Sub-Lessee/Developer/Maintenance Agency shall be final and binding on the Sub-Lessee.
17. The Sub-Lessee has further agreed and undertaken to pay any amount demanded or expenses incurred by the Sub-Lessee/Developer for providing external development works not provided by the Authority at its own cost as per the terms and conditions of the said Lease Deed.
18. The Sub-Lessee shall not sub-divide or amalgamate the said Dwelling Unit/flat with any other flat in Complex without taking prior approval of the Lessor.

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19. (a) The Sub-Lessee will not carry on, or permit to be carried on, in the said flat 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 therein any act or thing whatsoever which in opinion of the Lessor and/or Sub-Lessee/Developer may be a nuisance, annoyance or disturbance to the other owners of the said Residential Complex and persons living in the neighborhood.

(b) The Sub-Lessee will obey and submit to all directions, rules and regulations made by the Authority now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as affect the health, safety or convenience of other inhabitants of the Residential Complex.
20. The Sub-Lessee shall on the determination of the Sub-Lease of his/her/their Dwelling Unit/flat of land, peaceably yield up the said Dwelling Unit/flat of land, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the said flat of land.
21. In case of any breach of the terms and conditions of the Lease Deed executed between the Lessor and the Sub-Lessee/Developer and terms and conditions of this Sub-Lease executed between the Sub-Lessee/Developer and the Sub-Lessee, the Lessor have the right to re-enter the said Dwelling Unit/flat after determining the lease hold rights in respect thereof. On re-entry of the demised dwelling Unit/flat, if it is occupied by any structure built un-authorisedly by the Sub-Lessee, the Lessor will remove the same at the expenses and cost of the Sub-Lessee. In the event of re-entry, the Lessor may re-allot the said Dwelling Unit/flat to any person. Before exercising the right of re-entry, due notice to the Sub-Lessee and the Sub-Lessee/Developer shall be given by the Lessor to rectify the breaches within a period stipulated by the Lessor.
22. Stamp duty, registration fee and all other incidental charges required for execution and registration of this deed have been borne by the Sub-Lessee. The Sub-Lessee shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the concerned authority.
23. All notices, orders and other documents required under the terms of the Lease Deed and/or this Sub-Lease Deed 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).
24. All powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive Officer/Chairman of the Authority. The Authority may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the

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expression Chief Executive Officer/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the Authority with the functions similar to those of the Chief Executive Officer/Chairman.

25. Any dispute between the Lessor and Sub-Lessee/Developer /Sub-Lease shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.

SCHEDULE OF FLAT/DWELLING UNIT

All the rights, title and interest of the Lessor and the SUB-LESSEE/DEVELOPER into and upon that piece and parcel of land being **Dwelling** Unit/Flat Bearing No onFloor of **Tower No.-** admeasuring Super Area of **Sq. Ft. (i.e Sq. Meters) & Covered Area-..... Sq Ft. (i.e.Sq. Meter)**, consisting of **Bedrooms + Toilets + Drawing/Dining Room + Kitchen + Utility Balcony, +Balconies**, in the Residential Society known as "**Oasis Grandstand**" Built on **Plot No. GH-01 at TS-01/B, Sector-22-D, Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar, U.P.** hereby sub-leased as per the enclosed plan and bounded as follows.

East:	}	As Per the Floor Plan Attached.
West:		
North:		
South:		

LESSOR

SUB-LESSEE/DEVELOPER

SUB-LESSEE

IN WITNESS WHEREOF the parties have hereto set their hands on the day, month and year first above written.

WITNESSES:

1.

Signed for & on behalf of
Yamuna Expressway Industrial Development Authority
(LESSOR)

2.

Signed for & on behalf of
M/s Oasis Realtech Pvt. Ltd.

Authorised Signatory
(SUB-LESSEE/DEVELOPER)

Signed of
(SUB-LESSEE)

LESSOR

SUB-LESSEE/DEVELOPER

SUB-LESSEE