

**TRIPARTITE SUB-LEASE DEED**

Sale Consideration	:	Rs.
Market Value	:	Rs.
Stamp Duty @ 5%	:	Rs.
Office/Unit No	:	
Floor	:	
Super Area	:	Sq. Ft (.....Sq. Mtr.)
Carpet Area	:	Sq. Ft (.....Sq. Mtr.)
Exclusive Balcony Area	:	Sq. Ft.(.....Sq. Mtr.)

Circle Rate @ .....Per Sq. Mtr. Super Area + .....% i.e., Rs..... for other Facilities, thus Total Rs..... per Sq. Mtr.

THIS SUB-LEASE DEED is made at Noida, District Gautam Budh Nagar, on this ..... day of..... 20...

**BY AND BETWEEN**

**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**

**SPLENDOR INFORMATION TECHNOLOGY PRIVATE LIMITED (CIN: U72900DL2002PTC115665 AND PAN: AACCB3497R)**, having its registered office at Unit No.3-6 Ground Floor, Splendor Forum, Plot No.3, Jasola District Centre, New Delhi -110025 , through its Authorized Signatory Shri/ Smt. \_\_\_\_\_ duly authorized by the Board of Directors, vide Board Resolution dated \_\_\_\_\_(hereinafter referred to as the “**LESSEE**”), 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**

\_\_\_\_\_  
(Authorised Signatory)  
Lessor/First Party

\_\_\_\_\_  
(Authorised Signatory)  
Lessee/Second Party

\_\_\_\_\_  
(Signature)  
Sub-Lessee(s)/Third Party

1. Mr./ Mrs. \_\_\_\_\_ S/o Mr. \_\_\_\_\_  
(PAN)

Address:

2. Mr./ Mrs. \_\_\_\_\_ S/o Mr. \_\_\_\_\_  
(PAN)

Address:

hereinafter referred to as the “**SUB-LESSEE**”), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns of the **THIRD PART**;

- A. The Lessee got the allotment of the plot of Land demarcated as Plot No.06, situated at Sector - 142 Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 10 Acres from the Lessor for setting up of IT/ITeS Park vide Allotment Letter No. NOIDA/Intt./05/489 dated 17/02/2006.
- B. The Lessor executed a Lease Deed dated 16.03.2007, which was duly registered with the Sub-Registrar-III, Noida, District Gautam Budh Nagar, Uttar Pradesh, registered in Book No 01, Volume No. 916, from Pages 63 to 96, having Document No. 1002, registered on 20.03.2007 (hereinafter referred to as the “Lease Deed” ) for the lease term of 90 (ninety) years commencing from 16.03.2007 to demise the Said Land/Plot No. 06, area measuring 40,315.80 Square Meters, Sector -142, Noida, District Gautam Budh Nagar, Uttar Pradesh in favor of **M/s Splendor Information Technology Private Limited** on and subject to covenants, terms and conditions, inter-alia, to construct and thereafter transfer the developed IT/ITeS/Office/Units/Commercial Space and Facilities in favor of its Allottee/Sub-Lessee by executing the Sub-Lease Deed, for the un-expired period of Lease Deed executed in favor of the Lessee by the Lessor.
- C. The Lessee had obtained approval of layout for development of IT/ITeS project known as “**ONYX BLUE**” on a part of the above said land, having division of said land into various parts for development of IT/ITES, Commercial and Facilities etc. and carried out internal development work comprising of site clearance, leveling, construction of 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 IT/ITeS Project on a part of the Said Land and as such, are/shall be constructing multi-storied Towers/Buildings, (consisting of several Office/ Units/facility/Service Building/ Structure

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Lessor/First Party

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(Authorised Signatory)  
Lessee/Second Party

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(Signature)  
Sub-Lessee(s)/Third Party

etc.) The said IT/ITeS Project on a part of the above said land shall hereafter be referred to as **"ONYX BLUE"**.

- D.** The Sub-Lessee named above, applied to the Lessee for allotment of an Office/ Unit and the Lessee allotted an Office/Unit bearing No. .... on ....<sup>th</sup> Floor, .....Tower-**" ONYX BLUE"**, Super area approximate \_\_\_\_\_ Sq. Ft. (**Sq. mts.**) (and of Carpet area admeasuring \_\_\_\_\_ Sq. Ft. (Sq. Mts. ....)), built on Plot No. 06, situated at Sector 142, Noida, District Gautam Budh Nagar, Uttar Pradesh with proportionate rights to use the common area, including all easement rights attached thereto, (hereinafter referred to as **"Said Office/Unit"**) along with undivided and impartible lease-hold rights in the portion of the Said Land underneath the building, consisting of several Towers comprising the Complex, in proportion of the ratio of the super area of the said Office /Unit to the total super area in the Complex , more fully described in the Schedule given hereunder, on the terms and conditions as contained in the terms and conditions of Allotment dated executed between the Lessee and the Allottee/Sub Lessee.
- E.** The Sub-Lessee has carried out the inspection of the lease deed executed in favour of Lessee by the Lessor, building plans of said project/Office/ Unit and has satisfied him/herself 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 Office/ Unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.
- F.** The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.
- G.** Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.

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

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

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Lessor/First Party

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(Authorised Signatory)  
Lessee/Second Party

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(Signature)  
Sub-Lessee(s)/Third Party

between the Allottee/Sub-Lessee and the Lessee, the Lessee doth hereby agrees to demise and the Allottee/Sub-Lessee agrees to take on Sub-Lease the Said Office/ Unit on 'AS IS WHERE IS BASIS' and for clarity has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said Office/ 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 Office/ Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from \_\_\_\_\_.
3. The vacant and peaceful possession of the Said Office/ 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 him/her/itself as to the area of the Said Office/ 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 said project is situated at Plot No. 06, Sector-142, Noida, District Gautam Budh Nagar, Uttar Pradesh and the maintenance charges of the project are applicable and payable by the Sub-Lessee from the date of the offer for possession of the Office/ Unit. The Sub-Lessee has executed/is executing separate Maintenance Agreement of the said Project, and the Sub-Lessee shall be bound by all the covenants and conditions mentioned therein.
5. That the up-keeping and maintenance of the project **"ONYX BLUE"** 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.
6. That the Lessee reserves its right to entrust the job of maintenance and upkeep of the common areas and facilities of the Said Complex and services thereon to its nominated Maintenance Agency which the Lessee may deem fit and proper. The Maintenance Agency shall be liable to perform maintenance related functions till and until the Association of the Apartment Owners is formed and maintenance and services handed over to the Association of the Apartment Owners in the Said Complex. The Maintenance Agency shall transfer the Interest Free Maintenance Security deposited (IFMS) by the Sub-Lessee after deducting default amount of maintenance due from the Sub-Lessee, if any.

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Lessor/First Party

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Lessee/Second Party

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Sub-Lessee(s)/Third Party

7. The Office/ Units are equipped with dual metering system for recording the consumption of electrical energy separately from Government bulk supply and from power back-up. The power back-up facility in the said Office/ Unit shall be provided by the Maintenance Agency through DG Sets installed in the Said Complex. The electricity consumption through Government bulk supply and power back-up charges will be paid by the Sub-Lessee in advance through a pre-paid dual metering system. Before the pre-paid amount is exhausted the Sub-Lessee shall take another recharge for the consumption of electricity in the said Office/ Unit. If the entire pre-paid amount is exhausted then the supply of electricity through power back-up and Government bulk supply shall be automatically disconnected and the Sub-Lessee shall have to pay such penalty as may be decided by the Maintenance Agency. In case any charges/dues including but not limited to maintenance charges are outstanding in the account of the Sub-Lessee, he shall not be given any recharge until the entire outstanding dues are cleared.
8. That for computation purpose, the super area means and includes the covered area, areas of the balconies, cupboards, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/ overhead water tanks, mumties, entrance lobbies, electric sub-station, pump house, shafts, guard rooms and other common facilities of the Said Office/ Unit and further Carpet Area means the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. The Sub-Lessee shall get exclusive possession of the built-up area, i.e., carpet area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said Office/ Unit. The title of the said Office/ Unit is being transferred to the Sub-Lessee through this Sub-Lease Deed. The Sub-Lessee shall have no right, title or interest or title in the remaining part of the Complex, such as, community centre, parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, mumties, pump house, shafts, guard rooms etc., except the right of ingress and egress in common areas, which shall remain the property of the Lessee. The right of usage of the common facilities is subject to the covenants herein contained and up-to-date payment of all dues.
9. That the Sub-Lessee shall not be entitled to claim partition of common area and of his undivided share in the land of the project **"ONYX"**, as aforesaid, and the same shall always remain undivided and impartible and unidentified.

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Lessor/First Party

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Lessee/Second Party

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(Signature)  
Sub-Lessee(s)/Third Party

- 10.** The Sub-Lessee undertakes to put to use the said Office/ Unit exclusively for the office purpose only and for no other use/mixed use whatsoever. Use of the said Office/ Unit other than office will render Sub-Lease liable for cancellation and the Sub-Lessee will not be entitled to any compensation whatsoever.
- 11.** The Sub lessee shall be solely responsible for all its employees, worker, maids etc. and compliance of all provisions w.r.t their verifications, disputes etc.
- 12.** That except for the transfer of said Office/ Unit and all common easementary rights attached therewith, the entire common areas and facilities provided in the complex and its adjoining areas including the unclothed terrace/roof, unreserved open and covered parking spaces, community centre and facilities therein, storage areas etc. and the unallotted areas and Office/ Units, shopping areas, if any, shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who has all the rights to deal with/dispose of these properties.
- 13.** That the said Office/ 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 Office/ Unit.
- 14.** 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 Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee.
- 15.** That the Lessor has received one time lease rent in respect of the constructed portion of the said land from the Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said Office/ Unit during the period of Sub-Lease.
- 16.** That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, compensation to the farmers, metro cess, cess, charges, levies and impositions, levied by the Lessor and/or any other local or

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Lessee/Second Party

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Sub-Lessee(s)/Third Party

statutory authority from time to time in proportion to the area of the said Office/ Unit from the date of allotment of the said Office/ Unit by the Lessee.

17. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, the Lease Deed and the Allotment Letter and the terms & conditions of Allotment Letter and punctually observe the same in respect of the said Office/ Unit sub leased to him/her/it. The Lease deed shall be deemed to be a part of this sub lease deed. The sub lessee confirms that he has received a copy of the said lease deed.
18. That the Sub-Lessee shall not sell, transfer or assign, mortgage the whole or any part of the said Office/ Unit 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.
19. That whenever the title of the Sub-Lessee in the said Office/ Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed, Lease Deed and the terms and conditions of Allotment and the Maintenance Agreement referred to 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 Office/ Unit.
20. a) That whenever the title of the said Office/ 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 and to the Lessee 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 Maintenance Agency and obtain the No Dues certificate from the Lessee or its nominee or the Association of Apartment Owners, as the case may be and No Dues for the Society Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Office/ Unit, failing which the transferee occupying the said Office/ Unit shall have to pay the outstanding dues to the Maintenance Agency.  
  
b) In the event of death of the Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within Three (3) months of devolution give notice of such devolution to the Lessor and the Lessee/Maintenance Agency/ Association of Apartment Owners (as the case may be). The person on whom the rights of the deceased

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Lessor/First Party

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Lessee/Second Party

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(Signature)  
Sub-Lessee(s)/Third Party

shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Lessor or any other Government Agency.

c) The transferee or the person on whom the rights of the deceased devolve as the case may be, shall furnish to the Lessor/Lessee and to the nominated Maintenance Agency certified copies of documents evidencing the transfer or devolution.

21. That notwithstanding the reservations and limitations as mentioned above, the Sub-Lessee shall be entitled to sublet the said Office/ Unit for purposes of private dwelling only in accordance with law.
22. That the Sub-Lessee may mortgage the said Office/ Unit in favour of the State or Central or financial institutions /commercial banks, etc., for raising loan with the prior permission of the Lessee in writing before execution of Sub-Lease Deed. Subsequent to the execution of this Sub-Lease Deed, the Sub-Lessee can mortgage the said Office/ Unit with the prior permission of the Lessor. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said Office/ Unit as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court of law.
23. That the Lessor and/or the Lessee and /or the Maintenance Agency and their employees shall have the right to enter into and upon the said Office/ Unit, lawn and terrace area in order to inspect, carry out repair work from time to time 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.
24. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/ Central Govt./ Local Authority or Lessor existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the said Office/ Unit hereby transferred.

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Lessor/First Party

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Lessee/Second Party

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Sub-Lessee(s)/Third Party



25. So long as each said Office/ Unit shall not be separately assessed for the taxes, duties etc., the sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Office/ Unit to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessee(s) of the IT/ITeS Complex shall deposit the same with the concerned Authority/Lessor.
26. 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 Office/ Unit.
27. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Office/ Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than office 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 owners/occupants of the said IT/ITeS complex and persons living in the neighborhood.
- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor now existing or herein after to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the IT/ITeS Complex.
28. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/permanent constructions carried out in the said Office/ Unit or on the open or covered Car Parking space by the Sub-Lessee shall be liable to be removed at his (sub lessee's) cost by the Lessor or by the Lessee and /or by the Maintenance Agency with the prior approval of the Lessor. The charges levied by the Lessor in this regard shall be final and binding on the Sub-Lessee.
29. That the Sub-Lessee shall on the determination of the Sub-Lease of his share in the land, peaceably yield up the proportionate interest in the Land of project (with developments thereupon) **"ONYX BLUE"**, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.
30. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the

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Lessor/First Party

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Lessee/Second Party

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(Signature)  
Sub-Lessee(s)/Third Party

Lessee or the Maintenance Agency all the Sub-Lessees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub- Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.

- 31.** That the Sub-Lessee shall maintain the said Office/ 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 Office/ Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent unit/s, etc., nor violate the rules or bye-laws of the Local Authorities or the Association of the Sub-Lessees.
- 32.** That it shall be incumbent on each Sub-Lessee to form and join an Association comprising of the Sub-Lessees for the purpose of management and maintenance of the Complex as provided in the U.P. Apartment Act 2010. Only common services shall be transferred to the Association. Unsold Office/ Units and independent areas of the limited common use shall not be handed over to the Association and will be owned by the Lessee and may be sold to any agency or individual/entity as the case may be on any terms as the Lessee would deem fit. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc.
- 33.** That the Sub-Lessee may get insurance of the contents lying in the said Office/ Unit at his own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/Complex or any part thereof. The Sub-Lessee shall always keep the Lessee or its Maintenance Agency or Association of Apartment Owners, harmless and indemnified for any loss and/or damages in respect thereof.
- 34.** That the Sub-Lessee shall not damage or cause any harm to the peripheral walls, front, side, and rear elevations of the said Office/ 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 elevation and design. No construction or alteration of any kind will be allowed on the exclusive attached courtyard on ground floor Office/ Units and attached terraces, if any, on upper Office/ Units and in the open car parking spaces, which shall always remain open to sky.

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Lessor/First Party

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Lessee/Second Party

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Sub-Lessee(s)/Third Party

- 35.** That the Sub-Lessee 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.
- 36.** That Lessee/Sub Lessee will not erect or permit to be erected 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.
- 37.** That the Lessee/Sub-Lessee shall not exercise its option of determining the lease to 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.
- 38.** That the Lessee/Sub Lessee/Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee/Sub Lessee/tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be permitted by the Lessee for putting up one name plate near the apartment entrance and which shall not exceed the size of 2.0 sq. ft.
- 39.** That the Sub-Lessee shall not remove any walls of the said Office/ Unit including load bearing walls and all the walls /structures of the same shall remain common between the sub-Lessee and owners/occupants of the adjacent Office/ Units.
- 40.** The Sub-Lessee may undertake minor internal alterations in his Office/ Unit only with the prior written approval of the Lessee. The Sub- Lessee shall not be allowed to affect any of the following changes/alterations:
- 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 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

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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

**41.** That the Sub-Lessee shall strictly observe the following points to ensure safety, durability and long-term maintenance of the building:

- (i) No changes in the internal layout of a Office/Unit should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, 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 Office/ Unit is not tampered with or modified in any case.
- (iv) Use of acids for cleaning the bathrooms & toilets should be avoided.
- (v) All the external disposal services to be maintained by periodical cleaning.
- (vi) No alterations will be allowed in elevation, even of temporary nature.
- (vii) Any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.
- (viii) Sub-Lessee shall not cover the balcony/terrace, if any, of his Office/ Unit by any structure, whether permanent or temporary.
- (ix) The Sub Lessee shall ensure that all water drains in the Office/ Unit (whether in terraces, balconies, toilets, or kitchen) are periodically cleaned, i.e., they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.

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Lessor/First Party

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Lessee/Second Party

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(Signature)  
Sub-Lessee(s)/Third Party

- (x) Sub-Lessee shall avoid random parking of his vehicle and use only authorized parking bay.
  - (xi) In case Sub- Lessee rents out the Unit, he is required to submit all details of the tenants to the Maintenance Agency/Association of Apartment Owners. The Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile.
  - (xii) Sub-Lessee is not allowed to put the grills in the Office/ Unit as per individual wish, only the designs approved by the Lessee will be permitted for installation.
- 42.** That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011 and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by all the Parties.
- 43.** That the Sub-Lessee and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises or the sanitary/water/electricity works therein.
- 44.** That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Sub-Lessee.
- 45.** That the Lessor shall be entitled to recover all dues payable to it under the deed by the lessee/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.

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Lessor/First Party

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Lessee/Second Party

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(Signature)  
Sub-Lessee(s)/Third Party

48. The Chief Executive Officer of the Lessor reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable and the same shall be binding and acting upon the Lessee/Sub-Lessee.
49. That in case of any breach of the terms and conditions of this deed by the Sub-Lessee, and/or breach of terms and conditions of the Lease Deed executed between the Lessor and the Lessee and terms and conditions of Allotment for said Office/ Unit between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Office/ Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Office/ Unit, if it is modified by any structure built un-authorized by the Sub-Lessee, the Lessor and/or the Lessee will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.
50. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development ACT, 1976(U.P.ACT NO. 6 OF 1976) or any rule or regulation made or directions issued 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 section 12 of U.P. Apartment Act, 2010 has been submitted by the Lessee in the office of competent Authority in respect of the IT/ITeS Project viz. **"ONYX BLUE"**.

#### **SCHEDULE OF OFFICE/ UNIT**

Office/Unit bearing No. .... on ....<sup>th</sup> Floor, .....Tower-**" ONYX BLUE"**, , having a Total Super area approximate .....Sq. Ft. (.....Sq. Mtr.) (and of Carpet area admeasuring \_\_\_\_\_ Sq. Ft. (Sq. Mts. ....)) along with right to use in the project **"ONYX BLUE"**, built on Plot No. 06, situated at Sector 142, Noida, District Gautam Budh Nagar, Uttar Pradesh along with undivided, impartible, unidentified lease-hold rights in the portion of the said land underneath the building, consisting of several Towers comprising the Complex, in proportion of the super area of the Said Office/ Unit, as per the enclosed plan and bounded as follows:-

East: }  _____	_____	_____
(Authorised Signatory) Lessor/First Party	(Authorised Signatory) Lessee/Second Party	(Signature) Sub-Lessee(s)/Third Party

West: As per the Floor Plan  
South:  
North:

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

In presence of:

**Witnesses:**

Signed for & on behalf of the  
**LESSOR**

**1.**

Signed for & on behalf of the  
**LESSEE**

**2.**

**SUB-LESSEE/S**

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(Authorised Signatory)  
Lessor/First Party

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(Authorised Signatory)  
Lessee/Second Party

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(Signature)  
Sub-Lessee(s)/Third Party