

**TRIPARTITE SUB-LEASE DEED**

Sale Consideration	:	Rs.
Market Value	:	Rs.
Stamp Duty @ 5%	:	Rs.
Car Parking	:	
Apartment No	:	
Floor	:	
Super Area	:	Sq. Ft (.....Sq. Mtr.)
Carpet Area	:	Sq. Ft (.....Sq. Mtr.)
Exclusive Balcony Area	:	Sq. Ft.(.....Sq. Mtr.)
Gym	:	
Swimming Pool	:	
Community Centre / Club	:	

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

(According to Govt. Circle Rate List mentioned on Page No.135, Sr. No.31, Software V-Code is 0079, Floor rebate is as per Rate List.)

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

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

**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**

**AJAY ENTERPRISES PRIVATE LIMITED (CIN NO U74899DL1968PTC004914 & PAN NO.AAACA1967D)**, having its registered office at 8<sup>th</sup> Floor, Eros Corporate Tower, Nehru Place, New Delhi-110019, through its Authorised Signatory \_\_\_\_\_

\_\_\_\_\_ 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**

1. Mr.S/o Mr.  
(PAN. )
2. Smt. W/o Mr.  
(PAN- )

Both are R/o ,(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**;

**WHEREAS:**

- A. Greater Noida Industrial Development Authority (“**GNIDA**”) as Lessor invited bids under its scheme No. BRS-01/2010 (1) for allotment of Large Group Housing/Builders Residential Plots for development of Group Housing/Plots/Flats,

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Sub-Lessee(s)/Third Party

situated in different sectors of Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.

- B. The Lessee was the successful bidder of the Plot No.GH-01, situated at Sector-02, Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, vide Acceptance Letter No.Prop/BRS/2010/2224 dated 04.03.2010 and Allotment Letter No.Prop/BRS/2010/1420 dated 19.03.2010.
- C. The Lessor, vide its letter No. Builders/2010/BRS-55/1467 dated 02.04.2010, demarcated Plot No.GH-01, ad-measuring area 98373.75 sq. mtrs. (hereinafter referred to as the **"Land"**), situated at Sector-02, Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh to the Lessee.
- D. The Lessor executed a Lease Deed dated 19.05.2010, which was duly registered with the Sub-Registrar, Sadar, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, registered in Book No 1, Volume No. 6436, from Pages 281 to 314, having Document No. 11308, registered on 20.05.2010 (hereinafter referred to as the **"Lease Deed"**) for the lease term of 90 (ninety) years commencing from 19<sup>th</sup>May, 2010 to demise the Said Land/PlotNo.GH-01, area measuring 98373.75 Sq. mtrs., Sector-02, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh in favour of **M/s Ajay Enterprises Private Limited** on and subject to covenants, terms and conditions, inter-alia, to construct and thereafter transfer the developed Flats/Dwelling Units/Commercial Space and Facilities in favour of its Allotte/Sub-Lessee by executing the Sub-Lease Deed, for the un-expired period of Lease Deed executed in favour of the Lessee by the Lessor.
- E. The Lessee had obtained approval of layout for development of Group Housing project known as **"EROS SAMPOORNAM I"** on a part of the above said land, having division of said land into various parts for development of Group Housing, Commercial and Facilities etc. and are carrying 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 Group Housing project on a part of the Said Land and as such, are/shall be constructing multi-storied Towers/Buildings, (consisting of several Flats/Dwelling Units), Community Centre, Commercial Spaces, , Service Building/ Structure etc. The said Group Housing project shall hereafter be referred to as **"EROS SAMPOORNAM I"**.
- F. The Sub-Lessee named above, applied to the Lessee for allotment of a Dwelling Unit and the Lessee allotted a Flat/Dwelling Unit bearing No.,..... on .....<sup>th</sup>Floor, .....Tower-, Super area approximate Sq. Ft. (**Sq. mtrs.**) (and of Carpet area admeasuring \_\_\_\_\_ Sq. Ft. (Sq. Mtr.....)), built on Plot No.GH-01,

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situated at Sector-02, Greater Noida, District Gautam Budh Nagar, U.P.(the Dwelling Unit ) right to use .....parkings, together with proportionate rights to use the common area, including all easement rights attached thereto, (hereinafter referred to as “**Said Flat/Dwelling Unit**”) alongwith 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 Flat/Unit to the total super area in the residential 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.

- G. 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/dwelling 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 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.
- H. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa
- I. 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 the amount 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 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 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.

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2. That the Lessor and Lessee doth hereby grant Sub-Lease of the said Dwelling Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from 19.05.2010.
3. The vacant and peaceful possession of the Said Flat/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 Flat/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 said project is situated at Plot No.GH-01, Sector-02, Greater Noida, District Gautam Budh Nagar, U.P. 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 Flat/Dwelling Unit. The Sub-Lessee has executed/is executing separate Maintenance Agreement simultaneously with the Deed in respect 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 "EROS SAMPOORNAM I" 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.
7. The Flats/Dwelling 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 Flat/ Dwelling 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 Flat/Dwelling 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

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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. The electric supply and power back up supply shall be provided as per general practice of diversification factor norms on total load installed.

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, munties, entrance lobbies, electric sub station, pump house, shafts, guard rooms and other common facilities of the Said Flat/Dwelling Unit and further Carpet Area means the net usable area of the Said Flat/Dwelling Unit including the area covered by the internal partition walls of the Said Flat/Dwelling 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 cupboards, if any, of the Said Flat/Dwelling Unit. The title of the said Flat/Dwelling 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, open parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, munties, 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 "EROS SAMPOORNAM I ", as aforesaid, and the same shall always remain undivided and impartible and unidentified.
10. The Sub-Lessee undertakes to put to use the said Flat/Dwelling Unit exclusively for the residential purpose only and for no other use/mixed use whatsoever. Use of the said Flat/Dwelling Unit other than residential 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.

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12. That except for the transfer of said Flat/Dwelling 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 un-allotted areas and Flats/Dwelling 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 dispose of these properties.
13. That the said Flat/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 Flat/ Dwelling 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, after possession, by the Sub-Lessee in respect of the constructed Flat/Dwelling 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 statutory authority from time to time in proportion to the area of the said Flat/ Dwelling Unit from the date of allotment of the said Flat/Dwelling 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 Flat/Dwelling 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.

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Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

18. That the Sub-Lessee shall not sell, transfer or assign, mortgage the whole or any part of the said Flat/Dwelling 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 Flat/Dwelling 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 Flat/Dwelling Unit.
20. 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 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 Flat/Dwelling Unit, failing which the transferee occupying the said Flat/Dwelling 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 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 Flat/Dwelling Unit for purposes of private dwelling only in accordance with law.

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Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

22. That the Sub-Lessee may mortgage the said Flat/Dwelling 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 Flat/Dwelling 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 Flat/Dwelling 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 Flat/Dwelling 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 Flat/Dwelling Unit hereby transferred.
25. So long as each said Flat/Dwelling 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 Flat/Dwelling Unit to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessee(s) of the Housing 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 Flat/Dwelling Unit.
27. (a) The Sub Lessee 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

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Sub-Lessee(s)/Third Party

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 housing 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 Housing 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 Flat/Dwelling 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) "EROS SAMPOORNAM I", as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.
30. That the Complex alongwith lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the Lessee or the Maintenance Agency all the Sub-Lesseees 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 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 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-Lesseees.

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

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 Flats/Dwelling 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 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 Flat/Dwelling 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 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 elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Flats /Dwelling Units and attached terraces, if any, on upper Flats/Dwelling Units and in the open car parking spaces, which shall always remain open to sky.
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 Said Complex 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.

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Lessor/First Party

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Lessee/Second Party

Sub-Lessee(s)/Third Party

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 constructed over the demised wall of the building.
39. That the Sub-Lessee 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 and owners/occupants of the adjacent Flats/ Dwelling Units.
40. The Sub-Lessee may undertake minor internal alterations in the said Flat/Dwelling Unit only with the prior written approval of the Lessee. The Sub- Lessee shall not be allowed to effect 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 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 lay-out of a flat 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 Flat/Dwelling Unit is not 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.

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Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

- (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 Flat/Dwelling Unit by any structure, whether permanent or temporary.
  - (ix) The Sub Lessee shall ensure that all water drains in the Flat/Dwelling 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.
  - (x) Sub-Lessee shall avoid random parking of his vehicle and use only his allotted parking bay.
  - (xi) In case Sub- Lessee rents out the said Flat/ 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 Flat/Dwelling 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 the 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 said Flat/ Unit is kept in good shape and repairs and that no substantial material damage is caused to the said Flat/ Unit 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.

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

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.
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 Flat/Dwelling Unit between the Sub-Lessee and the Lessee, the Lessor and the Lessee 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, 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 the section 12 of U.P. Apartment Act, 2010 has been submitted by the Lessee in the office of competent Authority in respect of the Group Housing project viz. "Eros Sampurnam I".

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

**SCHEDULE OF FLAT/DWELLING UNIT**

-----, having a Total Super area approximate Sq. Ft.(. Sq. Mtr.)(and of Carpet area admeasuring \_\_\_\_\_ Sq. Ft. (Sq. Mtr.))along with right to use. in the project “EROS SAMPOORNAM I ”,built on Plot No.GH-01, situated at Sector-02, Greater Noida, District Gautam Budh Nagar, U.P. 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 Flat/Dwelling Unit, as per the enclosed plan and bounded as follows:-

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

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

**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)

(2)

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

**SUB-LESSEE/S**

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

TRIPARTITE SUB-LEASE DEED

Sale Consideration : Rs.\_\_\_\_\_-/-  
 Market Value : Rs.\_\_\_\_\_-/-  
 Stamp Duty @ 5% : Rs.\_\_\_\_\_-/-  
 Floor : \_\_\_\_\_  
 Super Area : \_\_\_\_\_ Sq. Ft (\_\_\_\_\_ Sq. Mtr.)  
 Carpet Area : \_\_\_\_\_ sq. ft.(\_\_\_\_\_sq . Mtr.)  
 Exclusive Balcony/ Terrace area: \_\_\_\_\_sq. ft.(\_\_\_\_\_sq . Mtr.)  
 Shop No. : \_\_\_\_\_

Circle Rate @ Rs..... Per Sq. Mtr.

(According to Govt. Circle Rate ,List mentioned on Page No. , Sr. No. ,  
 Floor rebate is as per Rate List.)

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

**BY AND BETWEEN**

(Authorised Signatory)  
 Lessor/First Party

(Authorised Signatory)  
 Lessee/Second Party

Sub-Lessee(s)/Third Party

**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**

**Ajay Enterprises pvt Ltd**....., a Company duly incorporated under the Companies Act, 1956( CIN U74899DL1968PTC004914.....PAN..... and having its Registered Office at ..... through its Authorised Signatory/Director ..... 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**

\_\_\_\_\_ (hereinafter referred to as the “**SUB-LESSEE**”), CIN.....PAN..... 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 bids under its scheme No BRS-01/2010 (1) for allotment of Large Group Housing/Builders Residential Plots for development of Group Housing/Plots/Flats, situated in different sectors of Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.
- B. The Lessee was the successful bidder of the Plot No GH-01, situated at Sector--2., Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh, vide

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

Acceptance Letter No.Prop/BRS/2010/2224 dated 04.03.2010 and Allotment Letter No.Prop/BRS/2010/1420 dated 19.03.2010

- C. The Lessor, vide its letter No. Builders/2010/BRS-55/1467 dated 02.04.2010, demarcated Plot No.GH-01, ad-measuring area 98373.75 sq. mtrs (hereinafter referred to as the **“Land”**), situated at Sector-....., Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh to the Lessee.
- D. The Lessor executed a Lease Deed dated 19.05.2010....., which was duly registered with the Sub-Registrar, Sadar, Greater Noida, District GautamBudh Nagar, Uttar Pradesh, registered in Book No 1, Volume No. 6436, from Pages 281 to 314, having Document No. 11308, registered on 20.05.2010 (hereinafter referred to as the **“Lease Deed”** ) for the lease term of 90 (ninety) years commencing from 19<sup>th</sup>May, 2010to demise the Said Land/Plot No. GH--01....., area measuring 98373.75..... Sq. mtrs., Sector-2, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh in favour of **M/s Ajay Enterprises Pvt. Ltd.**..... on and subject to covenants, terms and conditions, inter-alia, to construct and thereafter transfer the developed Flats/Dwelling Units/Commercial Space and Facilities in favour of its Allotte/Sub-Lessee by executing the Sub-Lease Deed, for the un-expired period of Lease Deed executed in favour of the Lessee by the Lessor.
- E. The Lessee had obtained approval of layout for development of Group Housing Project namely “.....”, having division of said land into various part for development of Group Housing, Commercial and Facilities project 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 Group Housing Building on the Said Land and as such, have constructed/shall construct multi-storied complex and each consisting of several Flats/Dwelling Units, Community centre , Commercial Spaces, Gymnasium, Swimming Pool, Service Building, etc. The said Buildings together with the Said Land shall hereafter be referred to and named as the “.....” situated at Plot No GH-....., Sector-....., Greater Noida (west).
- F. The Sub-Lessee named above, applied to the Lessee for allotment of a Shop and the Lessee allotted a Shop bearing No.\_\_\_\_\_, on \_\_\_\_\_Floor, having its Super Area of \_\_\_\_\_ Sq. Ft. (\_\_\_\_\_Sq. Mtrs.)

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

(Carpet Area.....sq.ft.....sq.mtrs.) in the Commercial Complex known as “.....” (herein “**Said Commercial Complex**”), along with undivided and impartible proportionate share in the land underneath the Said Commercial Complex and undivided proportionate share in the common areas of the Said Commercial Complex including all easementary rights attached thereto along with rights of use of common areas and facilities earmarked for common use for all the Shop Owners within the Said Commercial Complex, built at Plot No. GH-..... which is a component of Residential Project known as “.....”, Plot No.GH-....., situated at Sector-....., Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh (hereinafter called as the “**Said Shop**”), on the terms and conditions as contained in Allotment dated \_\_\_\_\_ executed between the Lessee and the Allottee/Sub Lessee.

- G. 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/Complex 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 Shop and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.
- H. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.
- I. 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 the amount 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, Sub Lease deed executed between the Allottee/Sub-Lessee and the Lessee, the Lessee doth hereby agrees

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

to demise and the Allottee/Sub-Lessee agrees to take on Sub-Lease the Said Shop with all rights and easements whatsoever necessary for the enjoyment of the Said Shop along with right to use the common staircases, corridors, common roads, facilities, 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 the Lessee doth hereby grant Sub-Lease of the said Shop unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from 19.05.2010.
3. The vacant and peaceful possession of the Said Shop 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 Shop, 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 complex is undivided portion of Plot No.GH-...01 situated at Sector -2, Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh thus maintenance charges and other necessary charges of the project are applicable and payable by the Sub-Lessee. The Sub-Lessee has executed/shall execute a separate Maintenance Agreement for the maintenance and shall be bound by all the covenants and conditions therein.
5. That the electricity supply to the Shop of the Project "....." has been provided from single point electricity connection through separate meters. The maintenance charges of the Project ".....", the Electricity consumption charges and Power Back-up charges (if available) will be charged through that electricity meter on prepaid basis, the electricity supply of the Shop shall not be restored until the dues of any charges remains unpaid, interest @ 18% per annum shall be charged for the period of delay. The electric supply and power back up supply shall be provided as per general practice of diversification factor norms on total load installed

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

6. That for computation purpose the Super Area means the built-up area of the Said Shop, which is the entire area enclosed by its periphery walls including half of the area under common walls between two Shops and full area of the other walls, columns and projections plus proportionate share in the common areas and facilities i.e. electric sub station, pump house, shafts, guard rooms of the Said Commercial Complex. and that the Carpet Area mean 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
7. That the Sub-Lessee shall not be entitled to claim partition of his undivided share in the land of the Complex “.....”, as aforesaid, and the same shall always remain undivided and impartibly and unidentified.
8. The Sub-Lessee undertakes to put to use the said Shop exclusively for the Commercial use only which are permissible under the Law and he shall not use the said Shop for any other purpose e.g. Rice mill, Atta Chakki, Factory, Welding Work, liquor, Meat Shop, Automobile Workshop or Shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Shop etc., any activity which is injurious or which is prohibited by the State or Central Government. Use of the said Shop other than commercial will render Sub-Lease liable for cancellation and the Allottee/Sub-Lessee will not be entitled to any compensation whatsoever.
9. That except for the transfer of said Shop all common easementary rights attached therewith, the common areas and facilities as provided in the said Complex and its adjoining areas, facilities therein, storage areas etc. and the un-allotted areas and Shops (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 disposed of these properties.
10. That the said Shop 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 Shop.

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

11. 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.
12. That the Lessor has received one time lease rent in respect 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 Shop after execution of the Sub Lease deed during the period of Sub-Lease.
13. 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 statutory authority from time to time in proportion to the area of the said Shop from the date of allotment of the said Shop by the Lessee.
14. 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, Lease Deed and the Allotment Letter and the terms & conditions of Allotment and punctually observe the same in respect of the said Shop purchased by him. 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.
15. That the Sub-Lessee shall not sell, transfer or assign, mortgage or sublet the whole or any part of the said Shop to anyone except with the previous consent in writing of the Lessor and the lessee and on such terms and conditions including the transfer charges/fees as may be decided by the Lessor and the lessee from time to time and shall have to follow the rules and regulations prescribed by the Lessor and the lessee in respect of Lease-hold properties.

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

16. That it will be necessary 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 upon payment of administrative charges as may be decided by lessee from time to time.
17. That whenever the title of the Sub-Lessee in the said Shop 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 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 Shop.
18. a) That whenever the title of the said Shop is transferred in any manner whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency and obtain the No Dues of certificate from the Lessee or its nominee or the Shop Owners Association, as the case may be and No Dues for the Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Shop, failing which the transferee occupying the said Shop 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/ Shop Owners Association (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 amounts due to the Maintenance Agency, Lessor or any other Government Agency.
- c) The transferee or the person on whom the title devolves 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.
19. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said Shop for purposes of private dwelling only in accordance with law..Furthermore the Sub Lessee shall comply

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

- with all rules and regulations, keep adequate insurance and keep all licenses & approval validly alive and active in all circumstances .
20. 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
21. That the Sub-Lessee may mortgage the said Shop in favour of the State or Central or financial institutions/commercial banks, etc., for raising loan with the prior permission of the Lessor and Lessee in writing before execution of Sub-Lease Deed. 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 Shop 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.
22. 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 Shop 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 and the Lessor/Maintenance Agency will give notice of the provisions of this Clause.
23. 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 Shop hereby transferred.
24. So long as each said Shop shall not be separately assessed for the taxes, duties etc., the sub-Lessee shall pay proportionate share of such

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Shop to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessee of the Project/Complex shall deposit the same with the concerned local Authority or Lessor.

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 Shop.

26. (a) The Sub-Lessee will not carry on, or permit to be carried on, in the said Shop any trade or business whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other owners of the said 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 complex.

27. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent 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 Shop by the Sub-Lessee shall be liable to be removed at his own 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 finalized and binding on the Sub-Lessee.

28. That the Project/complex alongwith pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expenses of the Sub-Lessee by the Lessee or the Maintenance Agency and all the Sub-Lessee 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.

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

29. That the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent Shop etc. nor violates the rules or bye-laws of the Local Authorities.
30. That the Sub-Lessee may get insurance of the contents lying in the said Shop at his own cost and expenses. 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 Lessor/Lessee or its Maintenance Agency or Shop Owner Association, harmless and indemnified for any loss and/or damages in respect of thereof.
31. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Shop in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side or the shutters etc. and shall not carry out any change in the exterior elevation and design.
32. That the 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.
33. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease for hold the Lessor's responsibility 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.
34. 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 at a place specified for the purpose by the Lessee.
35. That the Sub-Lessee shall not remove any walls of the said Shop including load bearing walls and all the walls/structures of the same shall remain common between the Sub-Lessee and Owners of the adjacent Shops.

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

36. The Sub-Lessee may undertake minor internal alterations in his Shop only with the prior written approval of the Lessee. The Sub-Lessee shall not be allowed to effect any of the following changes/alterations:

- i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent Shops. In case damage is caused to an adjacent Shop or common area, the Sub-Lessee will get the same repaired.
- ii) Making encroachments on the common spaces in the complex

37. 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 lay-out of a Shop 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 Shop is not 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) In case Sub-Lessee rents out the Shop, he is required to submit all details of the tenants to the Maintenance Agency/Shop Owner Association. 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

38. 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.

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

39. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed shall be borne and paid by the Sub-Lessee.
40. That the Lessor shall be entitled to recover all dues payable to it under the deed by the Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
41. 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.
42. 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.
43. 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 shall be binding and acting upon the Lessee/Sub-Lessee.
44. 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 Shop between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Shop after determining the lease hold rights in respect thereof. On re-entry of the demised said Shop, if it is occupied by any structure built unauthorisedly 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.
45. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development ACT,

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

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).

### **SCHEDULE OF SHOP**

Commercial Shop bearing No.\_\_\_\_, on \_\_\_\_ Floor in, having its total Super area of \_\_\_\_\_ Sq. Ft. i.e.\_\_\_\_\_ Sq. Mtrs. Carpet area of \_\_\_\_\_sq.ft. i.e. \_\_\_\_\_sq.mtrs. in “.....”, built on Plot No.GH--01....., situated at Sector -2....., Greater Noida, Distt. Gautam Budh Nagar, Uttar Pradesh. along with undivided, impartible, unidentified lease hold rights in the portion of the said land underneath the building in proportion of the super area of the said Shop, as per the enclosed plan and bounded as follows:-

East:  
West:  
South:  
North:



As per the Floor Plan

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

**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) \_\_\_\_\_

Name: \_\_\_\_\_  
S/D/W: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(2) \_\_\_\_\_

Name: \_\_\_\_\_  
S/D/W: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

**SUB-LESSEE/S**

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party

(Authorised Signatory)  
Lessor/First Party

(Authorised Signatory)  
Lessee/Second Party

Sub-Lessee(s)/Third Party