

## CONVEYANCE DEED

This Deed of Conveyance (hereinafter referred to as the “**Deed**”) together with all the Schedules and Annexures is made and executed at Noida on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_:

### **BY AND AMONGST**

**Yamuna Expressway Industrial Development Authority**, a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976, (U.P. Act No 6 of 1976) (hereinafter referred to as the “**Lessor**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns) of the **FIRST PART**;

**M/s Logix Buildestate Private Limited** CIN No.[\_\_\_\_\_], a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at [\_\_\_\_\_] by its authorized signatory [\_\_\_\_\_] (AadharNo. [\_\_\_\_\_] authorized vide Board Resolution Dated [\_\_\_\_\_] (hereinafter referred to as “**Lessee**” or “**Vendor**”, which expression shall, unless it be repugnant to the context thereof, be deemed to include their executors, administrators, permitted assigns and successors) of the **SECOND PART**;

**AND**

***[If the Vendee is a Company]***

Company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ (CIN no. \_\_\_\_\_ and PAN \_\_\_\_\_) represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the “**Sub-Lessee**” or “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **THIRD PART**;

**[OR]**

***[If the Vendee is a Partnership Firm]***

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “**Sub-Lessee**” or “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the

**THIRD PART;**

[OR]

*[If the Vendee is an Individual]*

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged \_\_\_\_\_ about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “**Sub-Lessee**” or “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors- in-interest and permitted A assigns) of the **THIRD PART**;

[OR]

*[If the Vendee is a HUF]*

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Sub-Lessee**” or “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**;

It is clarified that the use of any gender, in this Deed or use of singular or plural expression shall be understood to mean the appropriate gender or singular or plural expression with reference to the context and text of any particular clause of the Deed and the same shall be read and construed accordingly as the context demands.

*The Lessor, Lessee/Vendor and the Sub-Lessee/Vendee are hereinafter collectively referred to as the “Parties” and individually as a “Party”.*

**WHEREAS:**

- A. The Lessor vide Lease Deed dated 26.11.2012 duly registered as Document No. 17238, Book No. 1, Volume No. 13707 at Page No. 323 to 368 on 11.07.2013, read with Surrender Deed dated 18.01.2018 registered in Book No. 1, Volume No. 26415 at Page No. 1 to 18 as Document No. 1916 on 20.01.2018, granted leasehold rights over land admeasuring 2,75,419.44 sq. mtrs. bearing Plot No. TS – 01B, Sector 22D, Yamuna Expressway, Greater Noida, Uttar Pradesh (“**Larger Parcel of Land**”), for a period of 90 years in favor of the Promoter.
- B. The Project Land (admeasuring 13,770.97 sq. mtrs.) forms part of the Larger Parcel of Land, bearing Plot No. C –1, TS – 01B, Sector 22D, Yamuna Expressway, Greater Noida, Uttar Pradesh, wherein the Promoter is constructing and developing a Commercial Project having Commercial Units of various sizes and dimensions (the “**Project Land**”) under the name \_\_\_\_\_, having RERA No. \_\_\_\_\_ (hereinafter referred to as the said “**Project**”).
- C. The Lessee has right to allot to its applicants/ allottees, the units in the Project, including undivided proportionate share underneath the building/ tower on the

Project Land, common areas and facilities, appurtenant to the units on such terms, as decided by the Lessee.

- D. The Lessee has obtained the layout plan, sanction plan, specifications and all necessary approvals for the development of the said Commercial Project and the units thereon from the Lessor.
- E. The Project is developed as an independent phase and has been registered under the Real Estate (Regulation and Development) Act, 2016 (“**Act**”) and Real Estate (Regulation and Development) Rules, 2017 as applicable in the state of Uttar Pradesh (“**Rules**”). The Uttar Pradesh Real Estate Regulatory Authority (“**UPRERA**”) has duly issued the certificate of registration No. [●] dated [●] for the Project (“**RERA Certificate**”) and the details of the Project and other related documents and approvals are available on UPRERA’s website.
- F. The Sub-Lessee, vide his/her/their application dated [●] (“**Application**”) has applied for allotment of unit in the Project, ‘Unit’ (*as defined herein below*), i.e., unit no. \_\_\_\_\_ on the \_\_\_ Floor in Tower \_\_\_\_\_ (“**Building**”) of the Project, having Carpet Area of \_\_\_\_\_ square meters and Super Area \_\_\_\_\_ square meters (referred to as the “**Unit**”).
- G. **AND WHEREAS** on the faith of the statements and representations made by Sub-Lessee at various stages, the Lessee has allotted the Unit described herein to the Sub-Lessee and accordingly executed the Allotment cum Agreement to Sell dated \_\_\_\_\_ with the Lessee (“**Agreement**”) in relation to the lease of the Unit to the Sub-Lessee. The Lessee has received the **Total Price** (*as defined under the Agreement*) mentioned herein and shall deliver possession of the Unit of the aforesaid Project to the Sub-Lessee as per the terms of the Agreement and this Sub-Lease Deed. The Sub-Lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned Lease Deed read with the Surrender Deed executed between the Lessor and the Lessee and also the terms and conditions specified in the Application, Allotment cum Agreement to Sell and this Sub-Lease Deed executed between the Lessee and Sub-Lessee.
- H. The Sub-Lessee acknowledges that the Lessee has furnished all information, clarifications etc. as demanded by Sub-Lessee with regard to the said Project and Building/Unit and the Sub-Lessee has executed this Sub-Lease Deed with the Lessor and Lessee after having carried out the detailed due diligence to its satisfaction including but not limited to perusal of the layout plans, location plans, relevant approvals / licenses in favour of the Lessee and all other documents relating to competency of Lessee to sub-lease the Unit. The Sub-Lessee further acknowledges that the Sub-Lessee has done the site inspection and satisfied himself with physical and other condition with regard to the Unit. The Sub-Lessee have relied solely on his/her/its own judgment and investigation on the basis of information provided by the Lessee while deciding to execute this Sub-Lease Deed. That there is no other oral or written representation or statement, made either by the Lessee or any person claiming under them, which may be considered to be part of this Sub-Lease Deed.
- I. The Sub-Lessee has carried out independent inspection of the building plans and

Building of the said Unit and has also satisfied himself/ herself as to the soundness of structure and construction thereof as well as conditions and descriptions of all fixtures and fittings, installed and/or provided therein. The Sub Lessee has also inspected the Common Areas and Facilities, amenities and passages, appurtenant to the said Unit and also the nature, scope and extent of the undivided interest in the Common Areas and Facilities, within the Project and agreed to take over the possession of his/her Unit and enter into this Sub-Lease Deed.

- J. The Sub-Lessee undertakes that it shall, at all times, be bound by all the conditions and the stipulations imposed by the Lessor and other competent authority (ies) in respect of the said Project and/or the said Land and/or the Building/Unit.
- K. The Sub-Lessee have confirmed to the Lessee that it is executing this Sub-Lease Deed with full knowledge of all the laws, rules, regulations, notifications, etc. and limitations and conditions applicable to the said Project and the Building/Unit.
- L. The Sub-Lessee further confirms that after the execution of this Sub-Lease Deed, the Sub-Lessee shall not raise any issue/dispute with respect to any aspect of the Building/Unit including but not limited to the area, location, size, boundaries, development of Building/Unit and Total Price at any time in future. The Sub-Lessee hereby further confirms that the execution of this Sub-Lease Deed discharges the Lessee of all its obligations, whether oral or written and express or implied, towards the Sub-Lessee.
- M. The Sub-Lessee after satisfying himself/ herself/ itself with respect to the title and rights of the Lessee in the Project/ said Lands, had requested the Lessee to sub-lease the Unit unto the Sub-Lessee and based on such request the Lessee, along with the Lessor are granting the sub-leasehold rights with respect to the Unit unto the Sub-Lessee on the terms and conditions stated herein below.

**NOW THEREFORE THIS SUB-LEASE DEED BETWEEN THE PARTIES WITNESSETH AS UNDER:**

1. That in consideration of the amount of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)**, which includes, *inter-alia*, the cost of superstructure and the undivided proportionate interest in the land underneath the Building/ Tower, and other charges as applicable as on the date in terms of the Agreement have been paid by the Sub-Lessee to the Lessee, (*the receipt of which the Lessee hereby acknowledges*), the Lessee doth hereby sells, transfers and conveys to the Sub-Lessee the Unit bearing no. \_\_\_\_\_ on the \_\_\_ Floor in Tower \_\_\_ of the Project, having Carpet Area of \_\_\_\_\_ square meters and Super Area of \_\_\_\_\_ square meters.

The Lessee simultaneously do hereby also sub-leases unto the Sub-Lessee for the un-expired period of 90 (ninety) years lease granted by Lessor, the undivided, unidentified title to the Project Land proportionate to the area of the Unit allotted to the Sub-Lessee in relation to the Project Land on the terms and conditions of this Sub-Lease Deed.

2. The vacant and peaceful possession of the above-described Unit has been handed over to the Sub- Lessee. The Lessor has received advanced yearly lease rent of the Project Land from the Lessee and the Sub Lessee is required to pay any lease rent to the Lessor during the lease period. In case of any government demand in that regard, the same shall be dealt with and paid by Sub Lessee only.
3. That in terms of the Offer of Possession letter dated [●], Sub-Lessee has accepted the possession of the Unit, to his complete satisfaction and after due inspection and verification of all aspects of the Unit in respect of its amenities, condition, documents, status, size, measurement, dimensions, location, services provided, etc. which Sub-Lessee acknowledges being completely in accordance with his/her/their/its requirements and specifications provided to the Sub-Lessee and the Sub-Lessee is fully satisfied in this regard. Accordingly, Sub-Lessee confirms that has no claims or demands of any nature whatsoever, now or anytime in future, against the Lessee in respect of or in relation to the Unit and/or Project.
4. That the Lessee hereby assures the Sub-Lessee that the Unit is free from encumbrances such as sale, gift, mortgage, attachment, lien etc. and there is no impediment in grant of the sub-leasehold rights of the Unit to the Sub-Lessee.
5. That the Sub-Lessee has examined each and every document including the copy of the permissions and various other documents including but not limited to title documents through which, the Lessee has acquired rights, title and interest in the said Land. The Sub-Lessee is further aware that the Lessee is fully entitled to sub-lease the Unit(s), in terms of the title documents. After having completely assured himself/herself/themselves/itself, the Sub-Lessee has executed the present Sub-Lease Deed which shall be binding upon the Parties.
6. The Sub-Lessee shall pay annual rents, prevailing taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said Unit, as and when, the same becomes due or payable. In addition, thereto, the Sub-Lessee shall pay all other liabilities, charges for repairs, maintenance and replacement etc., as per the Maintenance Agreement (*as defined hereinafter*) executed between the Sub-Lessee and Lessee or nominee of Sub-Lessee, as the case may be.
7. The Sub-Lessee without any rebate or deduction whatsoever shall pay to the Lessor any and all other taxes, property tax, charges, levies and impositions, payable for the time being by the Lessee in relation to the proportionate share of the Sub-Lessee in the Project Land underneath the Building/ Tower, in terms of the Lease Deed read with Surrender Deed or otherwise.
8. The Sub-Lessee(s) agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance which shall include all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc., payable by the Sub-Lessee(s) to the Lessee, Association or Facility Management Company (defined hereinafter), as the case may be, in terms of the Maintenance Agreement (defined hereinafter). All the works relating to the maintenance may be assigned to any company/agency by the Lessee.

9. The Sub-Lessee shall get exclusive possession of the total area of the Unit and is being transferred the title of the same along with undivided, impartible, unidentified title to the portion of the Project Land in the Project in proportion to the area of the Unit to the total constructed FAR area in the Project through this Sub Lease Deed.
10. The Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the title documents executed between the Lessor and the Lessee and observe the same as applicable and relating to the Unit sub-leased to him/her/them/it.
11. Any transfer, sale, assignment or otherwise parting with the possession of the said Unit by the Sub-Lessee, will attract payment of then prevailing transfer charges, and No Objection Certificate (NOC) from the Lessee, in addition to whatsoever other amount as payable to the Lessor. The decision of the Lessor/Lessee in respect of the transfer charges and permission for transfer will be final and binding upon the Sub-Lessee.
12. The Sub-Lessee confirms and acknowledges that the Project duly registered with UPRERA is known as '7/7' and the same is being developed on land admeasuring 13,770.97 Sq. Mtrs. The Sub-Lessee further confirms and acknowledges that the remaining area of the Larger Parcel of Land ("**Balance Land**") is not part of the Project.
13. The Sub-Lessee further agrees and acknowledges that he shall not have any right, title or interest whatsoever over the Balance Land and all rights, title and interest with respect to the Balance Land vests with the Lessee and Sub-Lessee shall not raise any demand, claim, dispute or objection in this regard.
14. The Sub-Lessee hereby provides his unconditional and unequivocal consent to any change in the layout plan and/or any other plan and/or subsequent phases to be constructed and/or developed on the Balance Land, as may deem fit by Lessee in its sole and absolute discretion and the Sub-Lessee undertakes to execute all other necessary documents in this regard, as may be provided by the Lessee from time to time, without any delay, demur or protest, without demanding any money/charges from the Sub-Lessee. The Sub-Lessee further confirms that his consent shall be construed as the Sub-Lessee's unconditional and unequivocal consent under the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder for any future development and/or compliance that require any customer consent/no objection.
15. The Project proposed to be developed shall comprise of certain specified Common Areas (Limited Common Areas) to which the other sub-lessees within the Project shall have specified rights of use and access thereto, with proportionate interest of ownership.
16. The Sub-Lessee shall abide by all laws, rules and regulations of the Lessor/ local authority/ government /Government of India and of the association of allottee(s) and shall be responsible for all deviations, violations or breach of any of the

conditions of law/ bye laws or rules and regulations after taking over the possession of the Unit.

17. The Lessee shall cause to form an association of sub-lessee / society / resident welfare society (“**Association**”), in accordance with the applicable laws and the conditions imposed by the competent authority(ies) in this regard for efficient and effective management of the Project. The Lessee shall make available and provide reasonable conditions to all sub-lessee(s) for seeking membership thereto subject to compliance with statutory formalities and payment of requisite fees by such sub-lessee(s).
18. The Association shall function in accordance with the respective bye laws and guidelines as may be formulated by the Lessee in accordance with applicable laws. Further, such Association shall manage and conduct the affairs relating to Project and the rights, entitlements and obligations of the allottees with respect to the Common Area and facilities. The Common Areas and facilities within the Project shall be dealt with by the Lessee in accordance with applicable laws.
19. The Sub-Lessee shall be responsible to bear and pay the charges to Lessee/maintenance agency for providing maintenance services, till the Association takes over the maintenance of the Project.
20. The Sub-Lessee agrees and acknowledges that the Lessee is fully entitled to avail/utilize existing sanctioned FAR along with any additional, enhanced and/or purchasable FAR available to the Lessee with respect to the Project Land, in consonance with the building bye-laws for construction and development of the real estate project (whether in phases or otherwise) on the Balance Land, and the Sub-Lessee shall not raise any demand, dispute, claim or objection in this regard.
21. The Sub-Lessee does not have any objection to the future development or change/revision /modification of any building plans or any other plan by Lessor for the development/ construction of the real estate project (whether in phases or otherwise) on the Balance Land.
22. The Sub-Lessee agrees and acknowledges that the Lessee has shared the calculations/ computation of lease rent payable to Lessor, which is completely acceptable to him/her/them/it without any dispute or objection and the Sub-Lessee agrees to bear and pay the proportionate portion of lease rent as and when demanded by the Lessee. The Sub-Lessee have understood that these calculations are based on the Project Land on which the Project is situated.
23. The Sub-Lessee confirms that he/she/they/it have checked and verified the area of the Unit and is/are fully satisfied with the same.
24. All taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable in respect of the said Unit by the government or other concerned local authorities shall be payable and be paid by the Sub-Lessee, with effect from the date of execution of this Sub-Lease Deed. In the event any taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable in respect to the Project by the competent authority(ies) the Sub-Lessee shall be liable to pay pro-rata share of such taxes, dues, demands, charges etc., in proportion to the area of the Unit. The

determination of the pro-rata share of the Sub-Lessee shall be done by the Lessee, whose decision in this regard shall be final and binding on the Sub-Lessee.

25. In the event, any fresh, additional or enhanced charges and/or tax is levied or leviable on Project, after execution of this Sub-Lease Deed, whether with immediate or retrospective effect, the Sub-Lessee agrees to pay in full (if in respect of the Unit), or pro-rata share (if in respect to the entire Project), as the case may be, of such additional levies or charges imposed, without any delay, demur or protest. The determination of the pro-rata share of the Sub-Lessee shall be done by the Lessee, whose decision in this regard shall be final and binding on the Sub-Lessee. All such amount shall be payable on demand, as the case may be, either to the Lessee or its designated/nominated maintenance agency or the Association, as the case may be. In case the Sub-Lessee seeks to challenge the same, the Sub-Lessee agrees and undertakes to make the payment of such amount as may be demanded by Lessee and only after making such payment, the Sub-Lessee or its nominee or assignee shall be entitled to challenge the demand so raised by the Lessee. The Sub-Lessee understands and agrees that any fresh incidence of tax whatsoever including GST, or any other indirect taxes, or statutory demands or any increase on such account, even if it is with retrospective effect, shall be borne and paid by the Sub-Lessee.
26. The Sub-Lessee shall observe all terms and conditions of this Sub-Lease Deed, Title Documents and the Agreement and also those of the approval granted to the Lessor and shall also abide by all the laws, bye-laws, rules, regulations and policies applicable thereto or as may be imposed by any competent authority including the Lessor or any other government / local bodies. The Sub-Lessee shall at all times be solely responsible and liable for any contravention of applicable laws, bye-laws, rules, regulations and policies.
27. The Sub-Lessee shall be entitled to use and occupy the Building/ Unit, for commercial purposes only. The Sub-Lessee specifically undertakes not to use the Unit or suffer it to be used for any activity that is prohibited/irregular/illegal or other activity that is hazardous or which may cause a nuisance. The Sub-Lessee has undertaken and doth hereby undertake that he/she/they/it shall be solely responsible and liable for violations, if any, of any of the provisions of the law of the land and applicable rules, regulations and directions by the Lessor or any other competent authority and that the Sub-Lessee shall indemnify and keep indemnified the Vendors /Maintenance Agency from any liability and/or penalty in this regard.
28. That the upkeep and maintenance of Common /open areas and facilities in the Project shall be discharged by the Lessee through a maintenance agency to be appointed by the Lessee ("**Maintenance Agency**"). The Sub-Lessee hereby agrees and undertakes to execute, without any delay, demur or protest, a separate maintenance agreement in standard format with the Maintenance Agency ("**Maintenance Agreement**") and strictly adhere to the same and promptly pay all demands, charges, bills etc. raised by the Maintenance Agency from time to time for all the services provided by the Maintenance Agency in terms of such Maintenance Agreement or otherwise. The Sub-Lessee shall be liable to pay such maintenance charges, as determined and billed by the Maintenance Agency. Such maintenance charges shall include a [●] % ([●] percent) markup on actual costs and managerial costs being incurred by the Maintenance Agency. The Sub-Lessee

undertakes to abide by all the rules/by-laws framed by the Maintenance Agency for the Project. The Sub-Lessee understands and acknowledges that the relationship between the Lessee and the Maintenance Agency is on a principal-to-principal basis and the Sub-Lessee doth hereby agrees and confirms that Sub-Lessee shall not hold the Lessee responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Sub-Lessee. The Sub-Lessee hereby expressly discharges the Lessee from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.

29. The Sub-Lessee (in case of an NRI/PIO) agrees and declares that the Sub-Lessee has complied with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA), rules and regulation of the Reserve Bank of India or statutory enactments or amendments thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property, etc. and shall provide to the Lessee with such permissions, approvals as may be requested. The Sub-Lessee agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, the Sub-Lessee shall alone be liable for any action under FEMA. The Sub-Lessee shall keep the Lessee fully indemnified and harmless in this regard.

30. That, the Sub-Lessee shall seek written permission to transfer the Unit to any third party, from the Lessor and a '*No Dues Certificate*' from the Maintenance Agency prior to transfer of possession, as permitted under applicable laws, in case the Sub-Lessee sells, transfers, mortgage or otherwise dispose of the Unit to any third party and in case there remains any arrears due and payable to the Maintenance Agency and/or the Lessor and/or the Lessee, the Sub-Lessee undertakes to clear such amounts prior to creating any third party rights, title or interests in the Unit.

Provided that in the event of the sale or forfeiture of the mortgaged or charged Unit, the Lessor shall be entitled to claim and recover the amount payable to the Lessor from the Sub-Lessee on account of the unearned increase in the value of the proportionate undivided land as aforesaid. The amount of Lessor's share of the said unearned increase shall be the first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the Unit and the amount payable by the Sub-Lessee to the Lessor shall be final and binding upon all concerned parties.

31. In case, the Sub-Lessee has obtained loan from any bank/financial institution on the above said Unit, the Sub-Lessee hereby undertakes to pay the dues of such bank/financial institution in exclusion to the Lessee herein.

32. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Lessee shall be entitled to create tenancy of the whole of the Unit for commercial purposes only.

33. That wherever the title of the Lessee/Sub-Lessee in the said Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein and as contained in the Lease Deed read with the

Surrender Deed executed between the Lessor and the Lessee and such transferee shall be responsible, liable and answerable in all respects thereof, in so far as, the same may be applicable and relate to the Larger Parcel of Land and Project Land and/or the said Unit.

34. That, the Sub-Lessee hereby agrees and undertakes that in case the Sub-Lessee transfers his rights, title and interest in respect of the Unit, in favour of any third party(ies) including successors in interest, then in such eventuality the third party(ies) to whom the rights, title and interests are being conferred by the Sub-Lessee shall pay an amount as may be determined by the Maintenance Agency towards mutation charges for the purpose of registration of mutation of the Unit in favour of such third party(ies).
35. The Sub-Lessee has specifically and unambiguously agreed that the sub-lease of the Unit, shall be subject to various restrictions and limitations as mutually agreed herein and mentioned hereinafter:
  - a) The control and management of the said Project and infrastructural facilities provided therein shall belong to the Lessee and its designated Maintenance Agency. The Sub-Lessee along with the sub-lessees/occupants of the other units shall be bound by the rules and regulations as may be framed and enforced by the Maintenance Agency or the Lessee, from time to time in their sole and absolute discretion, for the better enjoyment and maintenance of the Project.
  - b) Save and except the Unit, the Sub-Lessee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, Common Areas, Limited Common Areas, facilities, equipment, infrastructure, etc. However, the Sub-Lessee shall only have the right to enjoy the benefits of the Common Areas, facilities, equipment, infrastructure, etc., subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. Further, the Sub-Lessee or any other person(s) claiming through the Sub-Lessee shall not be entitled to bring any action for partition or division of the Common Areas and facilities, or any part thereof. The Sub-Lessee doth hereby agrees and confirms that Sub-Lessee shall not create any blockages, obstructions, elevations or constructions in the Common Areas and spaces and shall indemnify the Lessee for any losses and damages to it for any of its acts of omissions or commissions in this regard.
  - c) The Sub-Lessee undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc., on the face/facade of the structure constructed/developed on the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. Further, the Sub-Lessee shall not store any hazardous or combustible goods in the Unit/ Building or place any heavy material in the common passages.
  - d) That amenities like roads, electricity, sewers & water supply, shall be provided by the concerned regulatory authority up to the boundary of the Project. The Lessee will carry out all the above-mentioned amenities within the boundary of the Project i.e. internal development of the Project (including roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting etc.). Any

delay in providing the above said facilities on the part of the regulatory authority shall not be considered as delay on the part of the Lessee.

- e) Sub-Lessee shall be required to pay water connection charges (one time) on pro-rata basis, thereafter the recurring water charges shall be payable by the Sub-Lessee as and when demand is raised
  - f) The Project shall always be known as “[●]” and the Sub-Lessee undertakes to not change the name of the Project unilaterally and/or jointly with the other sub-lessees of the other unit(s) of the Project.
  - g) All the transferees of the Sub-Lessee’s interest in Unit, hereby sub-leased, shall always be bound by the terms and conditions as mentioned in this Sub-Lease Deed and title deeds, whether or not the same are made part and parcel of the subsequent transfer deed for the Unit by the Sub-Lessee in favour of his/her/their/it transferees.
36. The obligations undertaken by the Sub-Lessee in general and specifically those regarding payment of statutory dues, annual lease rent, maintenance charges, water, sewer and electricity charges shall be irrevocable obligations of the Sub-Lessee. The said obligations shall always run with the Unit irrespective of the sub-lessee of the Unit for the time being and they shall survive the transfer, assignment of the Unit to the Sub-Lessee and be binding on the subsequent transferee(s), successors in interest and any person claiming through Sub-Lessee or them. The Sub-Lessee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third-party rights, title or interests in Unit.
37. That in the event of death of the Sub-Lessee, the person on whom the title of the deceased devolves, shall within 3 (three) months of such devolution, give notice of such devolution to the Lessor and the Lessee. The stake holders/successors/legal heirs of the Sub Lessee shall be liable to execute necessary documents for transfer of the said Unit on payment of fees in the records of Lessor and Lessee.
38. The Sub-Lessee shall not without the sanction and permission of the Lessee/ Lessor in writing, erect any building or make any alteration or otherwise subdivide or amalgamate the transferred/ sub-leased Unit. There shall be no sunscreens or weather shades, temporary or permanent coverage of balcony, or common areas, passages, space etc. In case of breach of this covenant, the Sub Lessee shall be solely responsible and liable for penal and other legal consequences.
39. The provisions of Uttar Pradesh Industrial Area Development Act, 1976 and rules/regulations framed thereunder or any direction issued by the competent authority shall be binding on the Sub-Lessee.
40. The right of Sub-Lessee shall be subject to provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.
41. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this

Sub-Lease Deed in respect of the Unit/ Project, shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and/or subsequent sub-lessees/assignees/transferees of the Unit, as the said obligations go along with the Unit for all intents and purposes.

42. The Lessee reserve the rights to develop the unused areas and/or Common Areas in Project in accordance with the necessary sanctions as and when, obtained by the Lessee and the Sub-Lessee shall have no right of objection or reservation, whatsoever in this regard.
43. The Sub-Lessee shall not carry out fragmentation / sub-division of the Unit in any manner whatsoever, under any circumstances and in case it is done, the Sub-Lessee shall be solely and exclusively liable and responsible for all consequences/damages arising therefrom.
44. The Sub-Lessee acknowledges and confirms that the Unit is being purchased for his/her/their/its sole and exclusive benefit and no other person/entity has any hidden future benefit, direct or indirect, with regards to the Unit, under any circumstances. The Sub-Lessee represents that the present transaction is and shall remain in compliance with the provisions of the Benami Transactions (Prohibition) Act, 1988 as amended from time to time, and the Sub-Lessee agrees to hold the Lessee fully indemnified in this regard.
45. That the Lessee shall have absolute rights for construction under the sanctioned site plan or on the basis of such further plans as may be approved by the competent authority in the Project (*where the Lessee intends to undertake construction and development on the other plots of the Project*) and the Sub-Lessee shall have no right to object the same in any manner whatsoever even if the same are developed on such parcels of land which are presently open land.
46. The Sub-Lessee hereby agrees and undertakes that after execution of this Sub-Lease Deed the Sub-Lessee shall have no objections of any kind whatsoever to the Lessee carrying out the development activities of the vacant land parcels outside the Unit. The Sub-Lessee further undertakes not to seek any stay, injunction, etc. from any court/authority that may impede/cause hindrance to the Lessee in carrying out said developmental work, in such a manner that it does not affect the location / preferential location, as the case may be, of the Unit. The Sub-Lessee has fully understood and agreed that he either individually or jointly or through anybody, will not institute and pursue any litigation or suit to seek an injunction in any manner whatsoever against the Lessee and/or their agents from developing and constructing the Project in any manner whatsoever.
47. The Sub-Lessee hereby indemnifies and undertakes to keep the Lessee, its assigns, nominees, the said Maintenance Agency and their directors, officers/employees as well as the other occupants/owners of the Project fully indemnified and harmless from and against all the consequences of breach by the Sub-Lessee of its obligations or any law as may be applicable or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Sub-Lessee hereby accepts and acknowledges that this indemnity would cover all acts and omissions

on the part of the personnel, representatives and/or any other person claiming under the Sub-Lessee.

48. The Sub-Lessee has borne and paid all expenses for the execution and registration of this Sub-Lease Deed including the cost of stamp duty, registration and other lawful incidental charges. Further, the Sub-Lessee has also agreed that if there is any additional levy on the stamp duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Sub-Lessee.
49. The Sub-Lessee shall insure the said Unit comprehensively either singly or collectively with other allottees and keep the insurance alive/updated at all times. The Sub-Lessee further declares that except the allotted Unit sub-leased/ transferred to Sub-Lessee(s) under this Sub-Lease Deed shall not be entitled to use any other areas, especially the unsold areas/ units, land of the Lessee in the above said Project or phase, as the case may be. The commercial area in the complex is the facility for convenience services to the residents as an independent area of the Project, as well as, for outsiders and the Sub- Lessee has no objections for the same.
50. Terms and conditions of the title deeds, Agreement, Maintenance Agreement, affidavits or any other relevant documents executed between Lessor/Lessee and Sub-Lessee shall be binding on the Parties even after the execution of this Sub-Lease Deed.
51. That under no circumstances the Sub-Lessee(s) shall neither cause nor cause to be harm any change/damage to the superstructure, floor, peripheral walls, front, side and rear elevations, beams, columns, shear walls etc. of the said Unit/ Building in any manner. The Sub-Lessee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. and shall also not carry out any change in the exterior elevation/balcony designs etc. shall not erect any fencing/hedging/grills without prior permission of the Lessee /Association.
52. That in case of any breach of the terms and conditions of this Sub-Lease Deed by the Sub-Lessee, the Lessee will have the right to re-enter the said Unit after determining the Sub-Lease Deed. On re-entry to the said Unit, if it is occupied by any structure built in an un-authorized manner, by the Sub-Lessee, the Lessee will remove the same at the expenses and cost of the Sub-Lessee. At the time of re-entry of the said Unit, the Lessee may re-allot the same to any other person.
53. The Sub-Lessee agrees and confirms that the Lessee have not indicated/promised /represented/given any kind of impression in an explicit or implicit manner whatsoever, that the Sub-Lessee shall have any right, title or interest of any kind whatsoever other than those granted in this Sub-Lease Deed.
54. That the Lessee would be having the right to put the hoardings etc. on the terrace on the elevation or on the boundary wall, or any other place of the Project and to sell/rent/permit for use by the intending users, for which the Sub-Lessee(s) would not be having any kind of objection of whatsoever nature.

55. That the Sub-Lessee shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of allotted Unit doors thereof. The Lessee shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building, except otherwise specified for the purpose by the Lessee in writing. The Lessee shall be entitled to recover the charges for uses of such publicity/display areas for the uses
56. This Sub-Lease Deed shall be the entire agreement among the Parties hereto with respect to the subject matter hereof. The preamble, recitals and annexure(s) to this Sub-Lease Deed shall form an integral part of the covenants and terms of this Sub-Lease Deed.
57. That if any provision of this Sub-Lease Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed, amended or deleted in so far as reasonably consistent with the purpose of this Sub-Lease Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Sub-Lease Deed shall remain valid and enforceable in accordance with their terms.
58. All the transferees of the Sub-Lessee's interest in the Unit hereby being sold/transferred shall always be bound by the terms and conditions of this Sub-Lease Deed. The Sub-Lessee shall be bound to inform and disclose this condition to the transferee.
59. In case of any dispute between the Parties hereto (including their successors-in-interest) concerning terms and conditions of application or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated by the Lessee and the Sub-Lessee. The venue and seat of arbitration shall be at [●]. The arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996.
60. Subject to Clause [●], only the courts in [●] shall have sole and exclusive jurisdiction in all matters arising out of or concerning this Sub-Lease Deed.
61. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa, which means the use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Sub-Lease Deed so demands.

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

**For the Lessor:**

**For the Lessee:**

**For the Sub-Lessee:**

**Yamuna Expressway  
Industrial Development  
Authority**

**Logix Buildstate Private Limited** 

**Witnesses:**

1.

2.

**DRAFT**

DRAFT