

TRIPARTITE SUB-LEASE DEED

A Residential Flat No. _____, **Block - _____** in the township known as **"The Monarque"** built on **Plot No. TS6, Situated in Sector-22-D, Yamuna Expressway, Gautam Buddh Nagar, Uttar Pradesh-201301.**

SUB-LEASE DEED

Total Sale Consideration :Rs. _____ /-
Stamp Duty Paid On :Rs. _____ /-
Stamp :Rs. _____ /-
Plot No. : _____ Block- _____
Area : _____ Sq. Yds (i.e _____ Sq. Meter)

THIS TRIPARTITE SUB LEASE DEED is made and executed at Greater Noida on this _____ day of _____ **2025**

BETWEEN

The **Yamuna Expressway Industrial Development Authority**, a body constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976 having its office at A-1, First Floor, Commercial Complex, Sector-Beta-II, Greater Noida, Gautam Buddh Nagar, Uttar Pradesh (**hereinafter referred to as the "Lessor"**)) of the First Part.

AND

M/S Green Bay Infrastructure Private Limited a Company duly incorporated and registered under the Companies Act 1956 and having its registered office at RZ-D-5, Mahavir Enclave, Palam, New Delhi-110045 and its corporate office at J-10/5, DLF Phase-II, Mehrauli-Gurugram Road,

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Gurugram, Haryana-122002 through its authorized signatory Mr. _____ S/o. Sh. _____ duly authorized by the Board of Directors vide resolution dated _____ (**hereinafter referred to as the Lessee/Developer**) which expression shall, unless it be repugnant to the context to meaning thereof mean and include its successors liquidators and assign) of the second part.

(PAN. _____)

AND

1. Sh. _____ S/oSh. _____
_____ R/o _____
_____ (PAN. _____)
2. Sh. _____ S/oSh. _____
_____ R/o _____
_____ (PAN. _____)

(**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, administrator, Legal representatives and assigns) of the Third Part.

WHEREAS:

- A. The “**Lessor**” invited bids under their Scheme No. **YEA-RT-02** for allotment of the land in Golf Village, TS6, Sector-22D, Yamuna Expressway, Gautam Buddh Nagar, Uttar Pradesh for purpose of development of a township consisting of residential, commercial and institutional buildings.

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- B. The **“Lessee/Developer”** herein, was the successful bidder for plot No. **TS-06** admeasuring 4.22 acres equivalent to 17,095 sq. mtrs. or 1,84,011 sq. fts. (**hereinafter referred to as the “Land”**) in Sector-22-D, Yamuna Expressway Industrial Development Area, Distt., Gautambudh Nagar.
- C. The **“Lessee/Developer”** formed a Special Purpose Vehicle for the development of townships consisting of residential, commercial, institutional buildings etc. Thus the **“lessor”** executed a **“Lease Deed”** dated 27.03.2012 duly registered with the Sub-Registrar, Gautam Buddh Nagar bearing document no. 6334/2012, Book No. 1, granting lease of the aforesaid land in favour of the **“lessee”** for a period of 90 years commencing from 27.03.2012.
- D. The said land was Allotted to Lessee/Developer vide Authority’s letter bearing No. **26/YEA-RT-02/2011** dated **17.02.2011** for development and marketing of plots/flats/house/commercial spaces to the individuals as its allottees on the terms and conditions contained in the said letter of allotment.
- E. The **“Lessee/Developer”** has developed and set up a Residential Township on the aforesaid **“Land”** and has 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 Authority and obtained sanctions of the building plans for development and construction of the plots/flats/dwelling Units on the **“Land”** in accordance with the terms and conditions contained in the aforesaid **“Lease Deed”**. The said

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residential township comprising of flats shall hereafter be referred to and named as the “**THE MONARQUE**”.

- F. The “**Sub-Lessee**” applied to the “**Lessee/Developer**” for allotment of flat and the “**Lessee/Developer**” allotted a residential flat bearing No. _____, **Block-**____, measuring _____Sq. Yds, (i.e. ____Sq. Meter) in the Residential Complex in the Township known as “**The Monarque**” situated at Plot No. TS-06 situated at Sector-22-D, Yamuna Expressway Industrial Development Area, Distt. Gautam Budh Nagar, U.P. (**hereinafter referred to as ‘Flat’**).
- G. In terms of the “**Lease Deed**” dated **27.03.2012** executed by the “**Lessor**” in favour of the “**Lessee**”, the “**Sub-Lessee**” is desirous of execution of this “**Sub-Lease Deed**” of the “**Flat**” in **their/his/her** favour and the “**Lessor**” has agreed to confirm the “**Sub-Lease**” for the unexpired period of 90 years of the “**Lease Deed**” dated **27.03.2012** on the terms and conditions, hereinafter set out.
- H. The “**Lessee**” is a company duly incorporated under The Companies Act, 1956, having **CIN: U70200DL2010PTC204801** (Corporate Identification Number) dated 25.06.2010 by the Registrar of Companies known as **M/S Green Bay Infrastructure Pvt Ltd.**

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

1. That in consideration of the amount of **Rs. _____/- (Rupees _____ Only)** paid by the “**Sub-Lessee**” to the “**Lessee/Developer**”, the receipt whereof the “**Lessee/Developer**” hereby admits and acknowledges, and the “**Sub-Lessee**” agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions

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herein contained and as contained in the Allotment Letter, the “**Lease Deed**”, executed between the “**Lessor**” and the “**Lessee/Developer**”, the “**Lessee/Developer**” hereby confirms the “**Sub-Lease**” of the “**Flat**” unto the “**Sub-Lessee**” together with all rights, easements and appurtenances whatsoever to the “**Flat**” belonging or appertaining thereto “**TO HOLD**” the “**Flat**” hereby sub-leased unto the “**Sub-Lessee**” for unexpired period of **90** years commencing from 27.03.2012.

2. The vacant and peaceful possession of the “**Flats**” has been delivered to the “**Sub-Lessee**” simultaneously with the signing and execution of the “**Sub-Lease Deed**” and the “**Sub-Lessee**” confirms the taking over of the possession of the “**Flat**” after satisfying himself/herself/themselves as to the area of the “**Flat**” and the “**Sub-Lessee**” has agreed not to raise any dispute at any time in future on this account.
3. That the “**Lessee/Developer**” hereby covenant with the “**Sub-Lessee**” as follows:
 - (a) That the absolute interest which they prefer to transfer/demise by way of this “**Sub-Lease Deed**” subsists and that they have good right, full power and authority to grant sub-lease of the “**Flat**”.
 - (b) That the “**Flat**” is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the “**Flat**” or any part thereof the “**Lessee/Developer**” shall indemnify the “**Sub-Lessee**”.

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- (c) That the “**Sub-Lessee**” shall have no right, title or interest in any other plot in the project namely “**The Monarque**” except the “**Flat**”, under consideration in this “**Sub-Lease Deed**” and any other flat which he/she/it may have taken on Sub-lease or may hereafter take on sub-lease by any other Sub-Lease Deed.
4. The “**Sub-Lessee**” undertakes to use the said “**Flats**” for the residential use only. In case of default, the “**Sub-Lessee**” has to pay the penalty as imposed by the “**Lessor**” i.e. YEIDA. Use of the “**Flat**” for other than residential purposes will render “**Sub-Lease**” liable for cancellation and the “**Sub-Lessee**” will be paid no compensation, therefore.
5. The “**Lessor**” reserves the right to all mine and minerals, coals, washing gold, earth, oils, queries, in/over or under the said land and full right and power at any time to do all acts and things which may be necessary or expedient for the purposes of searching for, working and obtaining, removing and enjoining the same without providing or leaving any vertical support for the surface of the said Land or for any building for the time being standing thereon provided always the Authority shall make reasonable compensation to the “**Sub-Lessee**” for all costs incurred, loss of profits and damages directly or indirectly occasioned by the exercise of such rights. To decide the amount of the reasonable compensation, the decision of the “**Lessor**” will be final and binding on the “**Sub-Lessee**”.
6. The “**Lessor**” is receiving lease rent from the “**Lessee/Developer**” as per the schedule mentioned in the “**Lease Deed**” dated 27.03.2012 in respect of the “**Land**” in which the said “**Flat**” is located and as such the “**Lessee/Developer**” hereby confirms that no lease rent is payable in

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future by the “**Sub-Lessee**” in respect of the said “**Flat**” during the period of the “**Sub-Lease**”.

7. The “**Sub-Lessee**” shall, at all times, duly perform and observe all the covenants and conditions which are contained in the “**Lease Deed**” dated 27.03.2012, the “**Sub-Lease Deed**” and the Allotment Letter as applicable and pertaining to the “**Flat**” hereby sub-leased and all relevant terms thereof shall be deemed to be incorporated in this “**Sub-Lease Deed**”.
8. The “**Sub-Lessee**” shall not sell, transfer or assign the whole or part of the “**Flat**” to anyone except with the previous consent in writing of the “**Lessor**” and on such terms and conditions including the transfer charges/fee as may be decided by the “**Lessor**” from time to time and shall have to follow the rules and regulations prescribed by the “**Lessor**” in respect of lease-hold properties.
9. Whenever the title of the “**Sub-Lessee**” in the “**Flat**” is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in the “**Lease Deed**”, the “**Sub-Lease Deed**” and the Allotment Letter dated..... and the Maintenance Agreement referred to elsewhere in this “**Sub-Lease Deed**” and he/she/they be answerable in all respects therefore in so far as the same may be applicable to, effect and relate to the “**Flat**”.
10. The “**Sub-Lessee**” shall have to construct a building as per the building bye-laws of YEIDA on the demised “**Plot**” within three (3) years from the execution of this “**Sub-Lease Deed**”. The period for completion may be extended to a further period of one (1) year at a time, but not

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exceeding six years in total from the signing of this “**Sub-Lease Deed**”, on payment of extension charges which shall be payable by the “**Sub-Lessee**” at 4% of the total premium paid by the “**Sub-Lessee**”. If extension is requested and granted for the second year, then the extension charges for the second year shall be an additional 5% of the total premium paid by the “**Sub-Lessee**”. If extension is requested and granted for the third year, then the extension charges for the third year shall be an additional 6% of the total premium paid by the “**Sub-Lessee**”. Beyond three years no extension shall be granted and if completion certificate is not applied as per the building regulations, then the allotment shall be cancelled and the “**Sub-Lease Deed**” shall determined for such breach.

11. No construction over the demise “**Flat**” can be commenced unless the building plans have been approved by the “**Lessor**” in writing after the application for that purpose is lodged together with such fees as may be prescribed therefore by the “**Lessor**”. The building and other all construction shall have to be in accordance with the Building Regulations framed by the “**Lessor**” from time to time.
12. The “**Sub-Lessee**” shall not without the prior sanction or permission in writing of the “**Lessor**” make any alteration or addition to the dwelling unit once constructed on the demised flat and in case of any deviation from the approved completion plan, immediately upon receipt of notice upon from the “**Lessor**” requiring him to do so, correct such deviation within the time granted for the purpose failing which the “**Lessor**” shall cause the deviation to be corrected at the expense of the “**Sub-Lessee**” and the “**Sub-Lessee**” shall be liable to reimburse to the “**Lesso**” such

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expenses as demanded by the “**Lessor**”. Non payment of the expenses or non removal of the deviation shall constitute a breach of this “**Sub-Lease Deed**” for which reason the same shall be liable to be determined.

13. That whenever the title of the said “**Flat**” is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall within three months of transfer, give notice of such transfer in writing to the “**Lessor**”, to the “**Lessee/Developer**” and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the maintenance agency before effecting the transfer of the “**Flat**” failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said “**Flat**”.
14. In the event of death of the “**Sub-Lessee**”, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the “**Lessor**”, the “**Lessee/Developer**” and the maintenance agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the maintenance agency, authority and or any other government agency.
15. The person on whom the title devolves or his/her transferee, as the case may be, shall, supply to the “**Lessor**”, the “**Lessee/Developer**” and to the maintenance agency, certified copies of document(s) evidencing the transfer or devolution.
16. Notwithstanding the reservations, limitations as mentioned in Clause No(s). 10 to 15 mentioned above, the “**Sub-Lessee**” shall be entitled to

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sublet the whole or any part of the “**Flat**” sub-leased to him for purposes of private dwelling only on a tenancy from month to month.

17. The “**Sub-Lessee**” may mortgage the said “**Flat**” in favour of the State or Central Govt. or Financial Institutions/Commercial Banks etc., for raising loans with the prior permission of the “**Lessor**” in writing. Provided that in the event of sale or foreclosure of the mortgaged or charged “**Flat**”, the “**Lessor**” shall be entitled to claim and recover such percentage as decided by the “**Lessor**” of the unearned increase in the value of the “**Flat**” as first charge having priority over the said mortgage/charge. The decision of the “**Lessor**” in respect of the market value shall be final and binding on all the parties concerned. Provided further the Authority shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Authority of the unearned increase as aforesaid. The “**Lessor**” 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 court decree or insolvency proceedings.
18. The “**Lessor**” and/or the “**Lessee/Developer**” and/or Maintenance Agency and their employees have the right to enter into and upon the “**Flat**” and/or building constructed thereon in order to inspect and carry out repair work from time to time and at all reasonable times of the day during the term of this “**Sub-Lease Deed**” and the “**Sub-Lessee**” will give notice of the provisions of this clause to his/her/their tenants.
19. The “**Sub-Lessee**” shall from time to time and at all times pay directly to the Local Government/Central Government/Local Authority or YEIDA

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or reimburse to the company existing or to exist in future all rates, taxes, charges, No Litigation Incentive/Additional Compensation and assessments of every description which are now or may at any time hereafter during the validity of this **“Sub-Lease Deed”** be assessed, charged or imposed upon the **“Flat”** and building constructed thereon, hereby sub-leased from the date of allotment of the **“Flat”** by the **“Lessee/Developer”**.

20. The **“Sub-Lessee”** shall also be liable to pay to the **“Lessee/Developer”** the charges, on *pro-rata* basis as may be determined by the **“Lessee/Developer”** or its nominated Maintenance Agency, for maintaining various services and facilities in the project namely **“The Monarque”** where the **“Flat”** is situated until the same are handed over to a local body/authority for maintenance. All such charges shall be payable and be paid by the **“Sub-Lessee”** to the **“Lessee/Developer”** or maintenance agency periodically as and when demanded by the **“Lessee/Developer”** or maintenance agency. The *pro-rata* share so determined by the **“Lessee/Developer”** or Maintenance Agency shall be final and binding on the **“Sub-Lessee”**.
21. The **“Sub-Lessee”** has further agreed and undertaken to pay any amount demanded or expenses incurred by the **“Lessee/Developer”** for providing external development works not provided by the Authority, at its own cost as per the terms and conditions of the said Lease Deed.
22. The **“Sub-Lessee”** shall not sub-divide or amalgamate the **“Flat”** with any other flat in the **“Project”** without taking prior approval of the **“Lessor”**.

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23. The “**Sub-Lessee**” will not carry on, or permit to be carried on, in the “**Flat**” any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the “**Lessor**” and/or the “**Lessee/Developer**” may be a nuisance, annoyance or disturbance to the other owners of the “**Project**” and persons living in the neighborhood.
24. The “**Sub-Lessee**” will obey and submit to all directions, rules and regulations made by the Authority now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as affect the health, safety or convenience of other inhabitants of the “**Project**”.
25. The “**Sub-Lessee**” shall on the determination of the sub-lease of his/her/their flat, peaceably yield up the said flat, as aforementioned, unto the “**Lessor**” with/without removing the superstructure within the stipulated period from the said plot of land.
26. In case of any breach of the terms and conditions of the “**Lease Deed**” dated 27.03.2012 executed between the “**Lessor**” and the “**Lessee/Developer**” and terms and conditions of this “**Sub-Lease Deed**” executed between the “**Lessee/Developer**” and the “**Sub-Lessee**”, the “**Lessor**” have the right to re-enter the said flat after determining the lease hold rights in respect thereof. On re-entry of the demised “**Flat**”, if it is occupied by any structure built un-authorisedly by the “**Sub-Lessee**”, the “**Lessor**” will remove the same at the expenses and cost of the “**Sub-Lessee**”. In the event of re-entry, the “**Lessor**” may re-allot the “**Flat**” to

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any person. Before exercising the right of re-entry, due notice to the “**Sub-Lessee**” and the “**Lessee/Developer**” shall be given by the “**Lessor**” to rectify the breaches within a period stipulated by the “**Lessor**”.

27. Stamp duty, registration fee and all other incidental charges required for execution and registration of this “**Sub-Lease Deed**” shall be borne by the “**Sub-Lessee**”. The “**Sub-Lessee**” shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899, as applicable to the State of Uttar Pradesh and shall also be liable to pay the deficiency in the amount of stamp duty and penalties, if any, as may be levied by the concerned authority.
28. All notices, orders and other documents required under the terms of the “**Lease Deed**” dated 27.03.2012 and/or this “**Sub-Lease Deed**” or under the Uttar Pradesh Industrial Development Act, 1976 (U.P Act No. 6 of 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served on the “**Sub-Lessee**” 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).
29. All powers exercisable by the “**Lessor**” under the “**Lease Deed**” dated **27.03.2012** or this “**Sub-Lease Deed**” may be exercised by the Chief Executive Officer/Chairman of the Authority. The Authority may also authorize any of its officers to exercise all or any of the powers exercisable by it under this “**Sub-Lease Deed**”. Provided that the expression Chief Executive Officer/Chairman shall include Chief

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

30. Any dispute between the “**Lessor**” and/or the “**Lessee/Developer**” and/or “**Sub-Lessee**” shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Buddh Nagar, Uttar Pradesh or the Courts designated by the Hon’ble High Court or Judicature at Allahabad.

SCHEDULE OF FLAT

All the rights, title and interest of the “**Lessor**” and the “**Lessee/Developer**” into and upon that piece and parcel of land being **Flat No. _____ in Block-_____ admeasuring _____ Sq. Yds. (i.e. _____ sq. mtr.)** in the residential township known as “**The Monarque**”, located on Plot No. TS6, situated at Sector-22-D, Yamuna Expressway Industrial Development Area, Distt. Gautam Budh Nagar, Uttar Pradesh is hereby sub-leased.

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

WITNESSES:

1.

Signed for & on behalf of

**Yamuna Expressway Industrial
Development Authority
(LESSOR)**

LESSOR

LESSEE/DEVELOPER

SUB-LESSEE

M/s Green Bay Infrastructure Pvt Ltd.

Signed for & on behalf of

**M/s Greenbay Infrastructure Private
Limited
(LESSEE/DEVELOPER)**

Signed for & on behalf of

(SUB-LESSEE)

LESSOR

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SUB-LESSEE