

Consent

Stamp Certificate No. IN- _____

TRIPARTITE SUB-LEASE DEED

Govt. Valuation : Rs. _____/-
Sale Consideration : Rs. _____/- (Rupees _____ Only)
Stamp Duty : _____/-
Total Area : _____ sq.mtr. (_____ sq.ft.)
Shop/Unit No. : _____/(PROJECT NAME), Floor _____,

THIS SUB-LEASE DEED is made at Greater Noida on this day of..... 201₈

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

M/s _____ a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at D-25, Vivek Vihar, Delhi-110095 And Corporate Office at Gaur Biz Park, Plot No. -1, Abhay Khand-II, Indirapuram, Ghaziabad(U.P) through its Authorized Signatory **Mr. _____ S/D/W/O Sh. _____**, duly authorized by the Board of Directors vide Resolution dated _____ (hereinafter referred to as the **"LESSEE"**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **SECOND PART (PAN No. _____)** and said Mr. _____ executed an Authentic Power of Attorney duly registered vide Document No. _____ Dated _____ with the Sub-registrar Sadar at Gautam Budh Nagar in favour of Mr. _____ for the presentation of the duly executed document for registration in the Sub-Registrar office.

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AND

R/o _____ (NAME OF ALLOTTEE(S)
(individually/Jointly hereinafter referred to as the **"SUB-LESSEE"**), which expression shall, unless it be repugnant to the context or meaning thereof,

Lessor

Lessee

Sub Lessee

fully described in the Schedule given hereunder, together with proportionate rights to use the common covered area, including all easement rights attached thereto, hereinafter referred to as the "**Shop/Unit**" on the terms and conditions as contained in the terms and conditions of Allotment dated _____ (hereinafter referred to as Allotment Letter) executed between the / Lessee and the Allottee/s/Sub Lessee.

- C. The Third Party/Sub-Lessee has carried out the inspection of the lease deed executed in favour of Second Party by the First Party, Building plans of the said Project / unit, and has satisfied himself/herself/themselves 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 unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex (**PROJECT NAME**).

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

1. That in consideration of the amount of **Rs.** _____ /- (**Rupees** _____ **Only**) paid by the Allottee/s/Sub-Lessee to the Lessee / Lessee, the receipt whereof the Lessee / Lessee hereby admits and acknowledges, and the Allottee/s/Sub Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment, the Lease Deed executed between the Lessor and the Lessee and the terms and conditions of Allotment Letter executed between the Allottee/s/Sub Lessee and the Lessee, the Lessee doth hereby agrees to demise and the Allottee(s) agrees to take on Sub-Lease the Said **Shop/Unit**, more particularly described in the Schedule hereunder written 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 **Shop/Unit** along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Lessor and the Lessee doth hereby grant Sub-Lease of the said **Shop/Unit** unto the said Sub-Lessee, for remaining unexpired period of Lease of said land in favour of the Lessee.
3. The vacant and peaceful possession of the Said **Shop/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/herself/themselves as to the area of the Said **Shop/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 (**PROJECT NAME**) is situated in the Large Group Housing/Township/Commercial Project "Gaur City-2" and township maintenance charges

Lessor

Lessee

Sub Lessee

(applicable on township project) along with the maintenance charges of the project are applicable and payable by the sub-lessee. The one time interest free maintenance security (IFMS) also has been deposited by the sub-lessee, 25% of the IFMS deposit and 15% from the monthly maintenance charges of the Shop/Unit shall be transferred in the head of Township Maintenance (applicable on township project). The Lessee shall have the right to apply all best possible methods available to him for collecting the township maintenance charges. The sub-lessee has executed separate agreements namely Township Maintenance Agreement (applicable on township project), Maintenance Agreement of the Project **(PROJECT NAME)** and Electricity supply agreement, the sub-lessee shall be bound by all the covenants and conditions mentioned therein.

5. That the electricity supply to the Shop/Unit of the project **(PROJECT NAME)** has been provided from single point electricity connection through separate meters. The maintenance charges of the Project **(PROJECT NAME)**, Township maintenance charges (applicable on township project), electricity consumption charges and Power Back-up (if availed) will be charged through that electricity meter on prepaid basis, the electricity supply of the Shop/Unit shall not be restored until the dues of any charges remains unpaid, interest @ 18% per annum shall be charged for the period of delay.
6. That for computation purpose, the super area means and includes the covered area, 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 **Shop/Unit**. The Sub-Lessee shall get exclusive possession of the built-up area, i.e., covered area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said **Shop/Unit**. The title of the Said **Shop/Unit** is being transferred to the Sub-Lessee through this Sub Lease Deed.
7. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land of the Project **(PROJECT NAME)**, as aforesaid, and the same shall always remain undivided and impartibly and unidentified. This is further clarified that the interest of the Sub-Lessee shall be confined in the land of the project **(PROJECT NAME)** only, sub-lessee shall not be concerned with the remaining land of the Large Group Housing Large Group Housing/Township/Commercial Project _____ "Said Land".
8. The Sub-Lessee undertakes to put to use the said **Shop/Unit** exclusively for the Commercial use only and for no other use/mixed use whatsoever. Use of the said **Shop/Unit** 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/Unit** 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, facilities therein, storage areas etc., and the unallotted areas and **Shop/Unit**, if any, shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who have the right to disposed of these properties.
10. That the said **Shop/Unit** is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself/ herself/ themselves to facilitate his/ her /their loan/ financial assistance for purchase of the said **Shop/Unit**.
11. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold's, earth, oils, quarries, in, over, 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 land of (**PROJECT NAME**), First Phase from the Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said **Shop/Unit** 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, 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/Unit** from the date of possession of the said Shop/Unit 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, the Lease Deed and the Allotment Letter and the terms & conditions of Allotment as referred hereinabove, and punctually observe the same in respect of the said Shop/Unit purchased by him. The Lease deed shall be deemed to be a part of this sub lease deed. The sub lessee confirms that he/she has received a copy of the said lease deed.

15. That the Sub-Lessee shall not sell, transfer or assign the whole or any part of the said **Shop/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 .
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 @ Rs. 20/- per sq.ft. of the super area of the Shop/Unit + service tax.
17. That whenever the title of the Sub-Lessee in the said **Shop/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 Agreements referred in this Sub -Lease Deed and he/she/ they be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said **Shop/Unit**.
18. a) That whenever the title of the **Shop/Unit** is transferred in any manner whatsoever. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges and obtain the No Dues of the Project (**PROJECT NAME**) from the Lessee or its nominee(s) as the case may be and No Dues for the Township Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Shop/ Unit, failing which the transferee occupying the said Shop/Unit shall have to pay the outstanding dues .
- 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 3(Three) months of devolution give notice of such devolution to the Lessor and the Lessee/ Maintenance Agency (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 and Lessee certified copies of documents evidencing the transfer or devolution.

19. That notwithstanding the reservations and limitations, as mentioned in Clause-15 above, the Sub-Lessee shall be entitled to sublet the said **Shop/Unit** for purposes of private Unit only in accordance with law.
20. That the Sub-Lessee may mortgage the said Shop/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 till the execution of Sub-Lease Deed. Subsequent to the execution of this Sub-Lease Deed, the Sub Lessee can mortgage the said Shop/Unit with the prior permission of the Lessor in writing. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said Shop/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.
21. 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/Unit 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 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.
22. 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/Unit hereby transferred.
23. So long as each said Shop/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 Shop/Unit to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessees of the Complex shall deposit the same with the concerned local Authority or GNIDA.
24. 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/Unit.

25. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Shop/Unit 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.
26. 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/Unit by the Sub-Lessee shall be liable to be removed at his/her/their 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.
27. That the Sub-Lessee shall on the determination of the Sub-Lease of his/her/their share in the land, peaceably yield up the proportionate interest in the Land of the project **(PROJECT NAME)**, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.
27. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the Lessee or the Maintenance Agency provided 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.
28. That the Sub-Lessee will neither himself/ herself/ themselves permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the Local Authorities.
29. That the Sub-Lessee may get insurance of the contents lying in the said Shop/Unit at his/her/their 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/ Lessee or its Maintenance Agency or Residents Association/ Society harmless and indemnified for any loss and/or damages in respect thereof.

30. 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/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 shutters etc. and shall not carry out any change in the exterior elevation and design.
31. That Lessee/Sub Lessee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.
32. That the Lessee / Sub Lessee shall not exercise its option of determining the lease for 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.
33. 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.
34. That the Sub-Lessee shall not remove any walls of the said Shop/Unit including load bearing walls and all the walls /structures of the same shall remain common between the sub-Lessee and owners of the adjacent Units.
35. The Sub-Lessee may undertake minor internal alterations in his/ her/ their 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.

36. 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 Unit should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required.
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) Use of acids for cleaning the toilets should be avoided.
- (iv) All the external disposal services to be maintained by periodical cleaning.
- (v) No alterations will be allowed in elevation, even of temporary nature.
- (vi) 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.
- (vii) In case Sub- Lessee rents out the Unit, he/she/they is/are required to submit all details of the tenants to the Maintenance Agency Office. The Sub-Lessee will be responsible for all acts of omission and commission of his/her/ their tenant. The Complex management can object to renting out the premises to persons of objectionable profile.

37. That the Sub-Lessee and all other persons claiming under him/her/them shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises.

38. 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/s.

39. 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.

40. 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.

41. That all powers exercised by the lessor under the lease may be exercised by the CEO 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 lease. 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.

42. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of judicature at Allahabad.

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.

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 Unit between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Shop/Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Shop/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.
45. 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 there under 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).
46. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer/Chairman 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/Chairman shall include Chief Executive Officer/Chairman 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/Chairman.

SCHEDULE OF SHOP/UNIT

Commercial Shop/Unit bearing No. ____/ (PROJECT NAME) on the ____ Floor having a total area measuring ____ Sq.ft. in the "(PROJECT NAME)" situated at Plot No. _____, (U.P.), along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the building in proportion of the super area of the Said Unit, as per the enclosed plan and bounded as follows:-



East:

West: As per the Floor Plan

South:

North:

Loan Detail :-_____

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/GNIDA

(1) Name:

Address:

(2) Name:

Address:

Signed for & on behalf of the
LESSEE

SUB-LESSEE/S

Lessor

Lessee

Sub Lessee