

**Performa Conveyance Deed**

Name of the Complex: Purvanchal Royal City,  
Plot No. GH-05, Sector-CHI-V, Greater Noida

Unit/Flat No. : ..... at..... Third Floor

Allottee : .....  
S/o,W/o . Mr. ....  
R/o . ....  
.....

Signature: .....

Co-Allottee : Mr. ....  
S/o, W/o. ....  
R/o . ....  
.....

Signature: .....

Sale Consideration : Rs. ..../-

Super Built up Area of Unit /Flat : ..... Sq. ft ..... Sq. mt.)

Covered/Built up Area of Unit : ..... Sq. Ft. ....Sq.mt

Mortgage Details : YES /No

Name of Bank :.....Bank

Sub Lease Executed on : ..../...../2009

For & On behalf of GNIDA

For Purvanchal Projects Pvt. Ltd

Lessor

Lessee

Sub Lessee

**SUB – LEASE DEED**

Market Value	: .....	/-	Super Built up Area:	Sq.Ft (	Sq.Mtr)
Sale Consideration	: .....	/-	Built up/covered Area	: Sq.Ft (	Sq.Mtr)
Stamp Value	: .....	/-	Remaining Area:	Sq.Ft (	Sq.Mtr)
			Floor :	.....	

THIS SUB- LEASE DEED is made at Greater Noida on this .....day of .....; 2009  
(Two Thousand Nine)

BETWEEN

Greater Noida Industrial Development Authority , a body corporate constituted under Sec 3 of the Uttar Pradesh Industrial Area Development Act , 1976 ( U.P. Act No. 6 of 1976) hereinafter referred to as “**Authority**” of the First Part.

AND

**M/s. Purvanchal Projects Pvt. Ltd**, a Company duly incorporated under the India Companies Act,1956 and having its Corporate Office at Purvanchal Business World, A-103, Sector -136, Noida through its authorized signatory Shri ..... R/o ..... UP duly authorized by the Board of Directors vide resolution dated ....., hereinafter referred to as the “**DEVELOPERS**” **AND/OR** “**LESSEE**”, which expression shall, unless it be repugnant to the context or meaning thereof , mean and include its successors assigns, of the Second Part.

AND

1. ....S/o .....
2. .... S/o .....

For & On behalf of GNIDA

For Purvanchal Projects Pvt. Ltd

Lessor

Lessee

Sub Lessee

**Resident of** .....  
....., hereinafter referred to as “Allottee” and/or “Sub-Lessee” which expression shall unless it be repugnant to the context or meaning thereof, mean and include his / her / their legal heirs, executors, administrators, legal representatives and assigns, of the Third Part;

WHEREAS:

- A. Greater Noida Industrial Development Authority (“Authority”) invited bids under their Scheme No. BRS -05 of the Year 2010-11 for allotment of various plots for development of Group Housing situated in different Sectors of Greater Noida City, District Gautam Budh Nagar , Uttar Pradesh.
- B. **M/s. Purvanchal Projects Pvt. Ltd**, the Developer herein was the successful bidder for Plot No. GH-05, Sector–CHI-V, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 60,397.36 sq. mtrs. approximately (hereinafter referred to as the “Said Land“).
- C. The Said Land was allotted to the Developer vide Authority’s letter bearing No. PROP/BRS-05/2010-11/453 dated 30.03.2011 on the terms and conditions contained in the said letter of allotment for the purposes of constructing Group Housing Building thereon , and to allot developed Flats / Dwelling Units so constructed to the individuals as its Allottees .
- D. The Allotment letter provides that the Developers shall get the Lease Deed of said plot executed in its own name for a period of 90 ( ninety ) years from the date of its execution.
- E. The Authority as a Lessor vide Lease Deed dated 13.05.2011 duly registered with the Sub - Registrar, Greater Noida City , Distt. Gautam Budh Nagar, Uttar Pradesh , registered in Book No. 1, Zild No. -8532, Pages 9 to126, Document No. -8517, demised the Said Land in favour of the Developer (hereinafter referred to as the “Lease Deed”) as the Lessee on certain terms and conditions inter – alia to transfer the developed flats/ dwelling units in favour of its allottees for the unexpired period of Lease Deed executed in favour of the Developers .
- F. The Developers /Lessee had 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 sanction of the building plans for development an construction of the Group Housing Building on the Said Land and as such, have constructed multi–storeyed complex and each consisting of several flats dwelling units,

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Lessor

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Sub Lessee

Club House, Gymnasium, Swimming Pool, Squash Court, etc. in accordance with the terms contained in aforesaid Lease Deed. The said buildings together with the Said Land shall hereafter be referred to and named as the **“Purvanchal Royal City”**.

- G. The sub lessee named above, applied to the Developers for allotment and the Developer a flat bearing No. .... having super Builtup area measuring ..... sft. carpet area .....and share of common facility .....sq.ft. total super area .....sq. Ft. (.....Sq. Mtrs.) approximately, on the ..... Floor in Tower No. .... of the **“Purvanchal Royal City”** situated at Plot No. GH-05, Sector-CHI-V, Greater Noida ( hereinafter referred to as " Said Flat / Said Dwelling Unit ") along with undivided and impartible lease-hold rights in the Said Land underneath the building , consisting of Several Blocks comprising the Complex ,in proportion of the ration of the super area of the said apartment to the total super area in the complex , more fully described in the **Schedule** given hereunder ,together with proportionate rights to use the common covered area ,including all easement rights attached thereto , hereafter referred to as the '**Said Unit**' on the terms and conditions as contained in the Buyer’s Agreement for Flat dated ..... executed between the Developers / Lessee and the Allottee.

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

1. That in consideration of the amount of **Rs. .... /- ( Rupees ..... only)** , paid by the allottee to the Developers / Lessee , the receipt whereof the Developers / Lessee hereby admits and acknowledges , and the Allottee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Letter/buyer’s agreement, the Lease Deed executed between the Authority and the Developers/Lessee and the Buyer’s Agreement for Flat dated ..... executed between the Allottee and the Developers / Lessee, Developers/Lessee doth hereby agrees to demise and the Allottee agrees to take on sub- lease the Said Flat / dwelling unit with all its sanitary, electrical, sewage and other fittings, more particularly described in the Schedule hereunder written and for greater clearness has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said Flat /Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations such as power system, lighting system, sewerage system etc., subject to the exceptions, reservations, covenants, stipulation and conditions hereinafter contained.

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2. The Developer/s Lessee doth hereby grant lease of the said Unit unto the said Sub-Lease for un-expired period of 90 years, reckoned from 13.05.2011.
3. The vacant and peaceful possession of the Said Flat / Dwelling Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself/herself/themselves as the area of the Said Flat/ Dwelling Unit, quality and extent of construction and the specification in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
4. That for computation purpose, the super area means and includes the covered, areas, areas of the balconies, cupboards, lofts plus proportionate common areas such as projections corridors, passages are under lifts and lift rooms staircase, underground/overhead water tanks, munties, entrance lobbies, electric sub station, pump house, shafts, guard rooms, and other common facilities of the said Flat / Dwelling Unit. The sub- lease shall get exclusive possession of the built-up area i.e. covered areas, areas of balconies, areas of lofts and areas of cup-boards of the Said Flat/ Dwelling Unit. Sub Lessee is being transferred the title of the Said Unit through this Sub Lease The Sub-Lessee shall have no right, interest or title in the remaining part of the complex such as Club, parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, munties, pump house, shafts, guard rooms etc., except the right of ingress in common areas, which shall remain the property of the Developers/Lessee. The right of usage of the common facilities is subject to the covenants herein and up to date payment of all dues.
5. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land, as aforesaid, and the same shall always remain undivided and impartiable and unidentified.
6. The Sub-Lessee undertakes to put to use the flat/dwelling unit for the residential use only and for no other use / mixed use whatsoever Use of the said Flat / Dwelling Unit other than residential shall render the Sub-Lease liable for cancellation and the allottee/Sub-Lessee shall not be entitled to any compensation whatsoever.
7. That except for the Said Flat/Dwelling Unit transferred herein and all common easementary rights attached therewith, the entire common areas and facilities provided in the Complex and its adjoining areas including the unallotted terrace/roof, unreserved open

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and covered parking spaces, club and facilities therein, storage areas etc., and the unallotted areas and flats/dwelling units, shopping areas shall remain the property of the Developers/Lessee and those shall be seized and deemed to be in possession of the Developers/Lessee.

8. That the Said Flat/Dwelling Unit is free from all sorts of encumbrances, liens and charges etc. except those created at the request of the Sub-Lessee himself/herself/themselves to facilitate his/her/their loan for purchase of the Said Flat/Dwelling Unit.
9. The Authority reserves the right to all mine and minerals, coals, washing goods, earth, oils, quarries, in, over, or under the Said Land and full right and power at the time to do acts and things which may be necessary or expedient for the 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 Sub-Lessee for all damages directly ascertained by the exercise of such rights. To decide the amount of the reasonable compensation, the decision of the Authority will be final and binding on the Sub-Lessee.
10. The Authority has received one time lease rent in respect of the Said Land from the Developers/Lessee and as such the Developers/Lessee hereby confirm that no lease is payable in future by the Sub-Lessee in respect of the Said Flat/Dwelling Unit during the period of Sub-lease.
11. The Sub-Lessee shall pay on demand municipal tax, property tax, water tax, sewerage tax, service tax, other annual rent, taxes, charges, levies and impositions, levied or to be levied by any local or statutory authority from time to time in proportion to the area of the Said Flat/Dwelling Unit from the date of allotment of the Said Flat by Developer.
12. The Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, Lease Deed and the Allotment Letter/Buyer's Agreement for Flat dated ..... as referred hereinabove and observe the same as applicable and pertaining to the Said Flat/Dwelling Unit purchased by him. The Lease deed shall be deemed to be a part of this sub lease deed. The Lease Deed shall be deemed to be a part of this sub lease deed. The sub leasee confirms that he / she has received a copy of the said lease deed.
13. The Sub-Lessee shall not sell, transfer or assign the whole or part of the Said Flat/Dwelling Unit to any one except with the previous consent in writing of the

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Authority and on such terms and conditions including the transfer charges/fees as may be decided by the Authority from time to time and shall have to follow the rules and regulations prescribed by the Authority in respect of lease-hold properties.

14. Whenever the title of the Sub-Lessee in the Said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this sub-lease deed, Lease Deed and Allotment Letter/ Buyer's Agreement for Flat dated ..... and the Maintenance Agreement referred to elsewhere in this Sub-Lease and he/she/they be answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Flat/Dwelling Unit.
15. a) That whenever the title of the Said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferor and transferee shall within three months of transfer give notice of such transfer in writing to the Authority, to the Developers/Lessee and to the Maintenance Agency appointed by the Developer. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the Said Flat/Dwelling Unit failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the Said Flat/Dwelling Unit.  
  
b) 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 Authority, Developers/Lessee and the Maintenance Agency appointed by the Developer. 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.  
  
c) The transferee or the person on whom the title devolve as the case may be, shall supply to the Authority, Developers/Lessee 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 14 above, the Sub-Lessee shall be entitled to sublet the whole or any part of the Said Flat/Dwelling Unit leased to him for purposes of private dwelling only on a tenancy from month to month.
17. The Sub-Lessee may mortgage the Said Unit in favour of the State or Central Govt. or Financial Institutions/Commercial Banks etc., for raising loans with the prior permission of the Developers/Lessee in writing till the execution of Sub Lease Deed. Subsequent to

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the execution of his Sub Lease Deed, Sub Lessee can mortgage the flat with the prior permission of Authority in writing. Provided that in the event of sale or fore closure of the mortgaged or charged property, the Authority shall be entitled to claim and recover such percentage as decided by the Authority of the unearned increase in the value of the flat as first charge, having priority over the said mortgage charge. The decision of the Authority 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 mortgage or charged property after deducting such percentage as decided by the Authority of the unearned increased as aforesaid. The Authority's right to the recovery of the unearned increase and pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to involuntarily sale or transfer, be it by through execution of decree or insolvency/Court.

18. That the Authority and/or the Developers/ Lessee and /or the Maintenance Agency and their employees shall have the right to enter into and upon the said Flat / Dwelling Unit, lawn and terrace area in order to inspect, carry out repair work from time to time 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-Lessee and the Authority/ Maintenance Agency 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 Govt. / Local Authority or GNIDA existing or to exist in future all rates, taxes, charges, and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the Said Flat/Dwelling Unit hereby transferred.
20. So long as each Said Flat/Dwelling Unit shall not be separately assessed for the taxes, duties etc. the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the Said Flat/ Dwelling Unit to the Maintenance Agency or to the Developers/Lessee, who on collection of the same from all the Sub-Lesseees of the Housing Complex shall deposit the same with the concerned authority/GNIDA.
21. The Sub-Lessee shall not raise any construction temporary or permanent or make any alteration or addition or sub-divide or amalgamate the Said Flat/Dwelling Unit.

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22. (a) The Sub-Lessee will not carry on, permit to be carried on, in the Said Flat/Dwelling Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the Authority and / or Developers/Lessee may be a nuisance, annoyance or disturbance to the other owners of the Said Housing Complex and persons living in the neighborhood.
- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Authority now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as the affect the health, safety or convenience of other inhabitants of the Housing Complex.
23. The Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use and shall also have not right to use facilities and services not specifically permitted to use. All unauthorized encroachments or temporary / permanent constructions carried out in the Said Flat/ Dwelling Unit or on open Car Parking space by the Sub-Lessee shall liable to be removed at his/her/their cost by the Authority or by the Developers/Lessee and /or by the Maintenance Agency with the prior approval of authority. The charges levied by the Lessor in this regard shall be final and binding on the sub-lessee.
24. 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 Said Land, as aforementioned, unto the Authority with / without removing the superstructure within the stipulated period from the land.
25. That the Developers/ Lessee reserves the right to entrust job of maintenance and upkeep of the open areas, common areas facilities of the Complex including services to any agency the deem fit. The Sub-Lessee shall enter into an appropriate Agreement with the Maintenance Agreement Agency and further undertakes to pay interest free Maintenance Security and annual maintenance charges, watch and ward charges, power and water consumption charges and other charges including administrative charges etc., as determined by the Developer/Maintenance Agency appointed by the Developer maintaining the Housing Complex. Any recurring or lump sum charge for provision of any common facilities and to be provided in future by the Lessee or its maintenance agency will be payable by Sub Lessee to the Lessee or its Maintenance Agency in proportion to his share as determined by Lessee or its Maintenance Agency. Default in payment of power back up charges or / and maintenance charges shall entitle the

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maintenance agency to effect disconnection/discontinuation of services and disallow the use of common services including lifts, water supply, sewer connection, overhead tank facility for water storage, power supply, power back up etc., to the Said Flat/Dwelling Unit.

26. The Maintenance charges are payable within 7 days of demand. In case of delay in payment of the same within this period, interest @ 18% p.a. shall be charged for the period of delay. Further the Lessee / Maintenance Agency can also recover the defaulted amount from the Interest Free Maintenance Security of the Sub Lessee. The Lessee / its Maintenance Agency reserves the right to enhance maintenance amount payable by way of further one time, annual charges falls insufficient for the proper maintenance of the complex. The Lessee shall maintain the complex till the maintenance is handed over to Residents Welfare Association within the period prescribed in the Buyer's Agreement signed between Developer/Lessee or as per the directions of the Lessor. The Lessee shall transfer the Interest Free Maintenance Security, net of default of maintenance and electricity charges, to this maintenance agency for maintenance of the complex thereafter. The Lessee may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard.
27. That the Developers/Lessee have provided power back-up system to each flat/dwelling unit and to the common services/facilities on prepaid metering system. The Sub-Lessee shall be liable to pay regularly and timely the charges towards electricity consumed by the Sub-Lessee through the power supply and the proportionate running cost of power back-up system over and above the general maintenance charges, electricity consumed through the power back-up system at such rates, taxes, levies, service, charges etc., as determined by the Lessee / its Maintenance Agency as per Agreement for supply of electrical energy failing which supply of electricity can be discontinued by the maintenance agency.
28. That the Housing Complex along with lifts, pump houses, generators etc. may be got insure against fire, earth-quake, and civil commotion at the expenses of the Sub-Lessee by the Lessor / Maintenance Agency provided all the Sub-Lesseees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub-Lessee shall not do or permit to be done any act which may render void or voidable any insurance in any part of the said building or cause increased premium.
29. That the Sub-Lessee shall maintain the Said Flat/ Dwelling Unit including Walls and Partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in good

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tenantable repairs, state, order and condition in which it is delivered to them and in particular so as to support, shelter and protect the other parts of the building. Further, he will allow the complex maintenance teams access to and through the Said Flat/Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest etc. Further, the Sub-Lessee will neither himself/ herself/ themselves permit anything to be done which damages any part of the adjacent unit/s, etc., or violates the rules or bye-laws of the Local Authorities.

30. It shall be incumbent on each Sub Lessee to form and join an Association comprising of the Sub Lessees for the purpose of management and maintenance of the complex. Only common services shall be transferred to the Association. Facilities like club, swimming pool, Stores, Shops, Parking etc. shall not be handed over to the association and will be owned by the Lessee and may be sold to any agency or individual as the case may be on any terms as the Lessee would deem fit. The central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on such charges as prescribed by the Lessee.
31. That the Sub-Lessee may get insurance of the contents lying in the Said Flat/Dwelling Unit at his/her/their own cost and expenses. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in building or any part thereof. The Sub-Lessee shall always keep the Developers/Lessee or its Maintenance Agency or resident association/society harmless and indemnified for any loss and / or damages in respect thereof.
32. That the Sub-Lessee shall not harm or cause any harms or damage to the peripheral walls, front, side, and rear elevations of the Said Flat/Dwelling Unit in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor flats/dwelling units and attached terraces on upper flats / dwelling units and in the open car parking spaces, which shall always remain open to sky.
33. That the Sub-Lessee shall not put up any name or sign board, neon-light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., and the exterior facade of the building or anywhere on the exterior or on common areas or on roads of the Complex.

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For Purvanchal Projects Pvt. Ltd

34. That Lessee / Sub lessee will not erect or permit to be erected any part of the demised premises any stables, shads 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.
35. That the Lessee / Sub lessee shall not exercise its option of determining the lease for hold the Lessor responsible to make good the damage 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.
36. The transfer of the individual area allotted for Directors / Executives / workers within the allotted plot may be allowed as per prevailing terms and conditions of the Lessor.
37. The Lessee/Sub-Lessee/tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee / Sub Lessee / tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be constructed over the demised wall of the building except which shall be constructed over a demised premises at a place specified for the purpose by the lessor in the architectural controls.
38. That the Sub-Lessee shall not remove any walls of the Said Flat/Dwelling Unit including load bearing walls and all the walls / structures of the same shall remain common between the Sub-Lessee and owners of the adjacent flat/dwelling units.
39. The Sub Lessee may undertake minor internal alterations in his unit only with the prior written approval of Lessee. The sub Lessee shall not be allowed to affect any of the following changes/alterations:
- (i) Changes, which may cause damage to the structure (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 facade of the unit (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the

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Lessor

Lessee

Sub Lessee

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.)

(ii) Making encroachments on the common spaces in the complex.

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

- i. No changes in the internal lay-out of a flat should be made without consulting a qualified structural consultant and without the written permission from the Lessee.
- ii. No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- iii. All the plumbing problems should be attended by only one qualified or experienced plumber in the building. The Plumbing Network inside the apartment is not be tampered with or modified in any case.
- iv. Use of acids for cleaning the toilets should be avoided.
- v. All the external disposal services to be maintained by periodical cleaning.
- vi. No alternations will be allowed in elevation, even of temporary nature.
- vii. Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
- viii. Sub lessee shall not cover the balcony / terrace of his apartment by any structure, whether permanent or temporary.
- ix. The Sub Lessee should ensure that all water drains in apartment (whether in terraces, balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below

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Sub Lessee

- x. Sub Lessee should avoid random parking of his/her vehicle and use only his allotted parking bay.
  - xi. In case Sub Lessee rents out the unit, he is required to submit all details of the tenants to the Estate Office. The Sub Lessee will be responsible for all acts of omission and commission of his tenant. The complex management can object to renting out the premises to persons of objectionable profile.
  - xii. Sub Lessee is not allowed to put the grills in the flat as per individual wish, only the designs approved by Lessee will be permitted for installation.
41. That the provisions of U.P. Industrial Area Development Act, 1976 and Directions /Rules Regulations issued there under the Uttar Pradesh Apartments Act, 2003/ Uttar Pradesh Flat Owner's Act, as amended, from time to time and the Uttar Pradesh Ownership of Flats Rules, 1984, and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by the Sub-Lessee.
42. 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 damages are caused to the premises or the sanitary/water/electricity work therein.
43. The Sub-lessee shall have no right to object to the Developer/Lessee constructing and/or continuing to construct other buildings/flats/dwelling units adjoining the Said Flat/dwelling unit. If at any stage further construction in the complex becomes permissible, the Developer/Lessee shall have the sole right to undertake and dispose of such construction without any claim or objection from the Sub-Lessee.
44. Stamp duty, registration fee and other all incidental charges required for execution and registration of this deed have been borne by the Sub-Lessee.
45. 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.
46. The provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Lessee.

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Sub Lessee

47. All powers exercisable by the Authority under the 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 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 Authority with the functions similar to those of the Chief Executive Officer/Chairman.
48. 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.
49. 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.
50. 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 Authority and the Developers/Lessee and terms and conditions of Buyer's Agreement for Flat between the Sub-Lessee and the Developers / Lessee, the Authority and the Developers/Lessee will have the right to re-enter the Said Flat/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised Said Flat/Dwelling Unit, if it is occupied by any structure built un-authorizedly by the Sub-Lessee, the Authority and/or the Developers/Lessee will remove the same at the expenses and cost of the Sub Lease. At the time of re-entry of the Said Flat/Dwelling Unit, the Authority and or the Developers/Lessee may re-allot the Said/Flat /Dwelling Unit to any person. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Authority and / or the Developers/Lessee to rectify the breaches within a period stipulated by the Authority and / or the Developers/Lessee.
51. 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

For & On behalf of GNIDA

For Purvanchal Projects Pvt. Ltd

Lessor

Lessee

Sub Lessee

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).

For & On behalf of GNIDA

For Purvanchal Projects Pvt. Ltd

Lessor

Lessee

Sub Lessee

**SCHEDULE OF FLAT / DWELLING UNIT**

Residential Flat/Dwelling Unit bearing No. .... on the ..... Floor in Tower No. .... consisting of ..... Bed Rooms, One Drawing / Dining Room, One Kitchen, ..... Toilets, ..... balconies having a total built-up area of ..... sq.ft. and share of common facility .....sq. ft. i.e. total super built-up area measuring .....sq.ft in the "Purvanchal Royal City" situated at Plot No. GH-05, Sector-CHI-V, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, along with undivided, impartiable, unidentified leasehold rights in the portion of the said land underneath the building consisting of several Blocks comprising the Complex, in proportion of the super area of the Said Flat/Dwelling unit as per enclosed plan as follows:-

- North - East : ....., .....
- South - East : ....., .....
- South - West: ....., .....
- North - West : .....

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

In presence of:

Witnesses:

1.

Signed for & on behalf of  
Greater Noida Industrial Development Authority

Name

Address:

2.

Name:

Signed for & on behalf of the Developers  
M/s. Purvanchal Construction Works Pvt. Ltd.

Address:

.....

**SUB-LESSEE**

For & On behalf of GNIDA

For Purvanchal Projects Pvt. Ltd

Lessor

Lessee

Sub Lessee