

DRAFT PROFORMA OF MANTRA-II SUB-LEASE DEEDTRIPARTITE SUB-LEASE DEED

Sale Consideration	:	Rs. _____/-
Market Value	:	Rs. _____/-
Stamp Duty @ 5%	:	Rs. _____/-
Car Parking	:	One _____ Parking
Floor	:	_____ Floor
Super Area	:	_____ Sq. Ft (_____ Sq. Mtr.)
Power Backup	:	Yes
Swimming Pool	:	Yes
Club	:	Yes
Security Guard	:	Yes
Gym	:	Yes
Lift	:	Yes

Circle Rate @ Rs. _____/- Per Sq. Mtr + 10% i.e. Rs. _____/- for Facilities, thus
Total Rs. _____/- Per Sq. Mtr.

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

THIS SUB-LEASE DEED is made at Greater Noida Distt. Gautam Budh Nagar, on this
_____ day of _____ 2017.

BY AND BETWEEN

Draft only

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 HEBE INFRASTRUCTURE PVT. LTD. (PAN NO _____), having its Corporate office at Office No. B-44, The Corenthum, Tower-B, Plot No. A/41, Sector-62, Noida-201301 through its Authorized Signatory Mr. _____ S/o Mr. _____ R/o _____ duly authorised by its Board of Directors vide Resolution dated _____ (hereinafter referred to as the "**Lessee**"), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the **SECOND PART**.

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AND

_____ (hereinafter referred to as the "SUB-LESSEE"), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns of the **THIRD PART**;

WHEREAS:

- A. Greater Noida Industrial Development Authority ("GNIDA") as Lessor invited bids under its scheme No. BRS-05/2010-11 for allotment of Large Group Housing/Builders Residential Plots for development of Group Housing/Plots/Flats, situated in different sectors of Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.
- B. The Lessor through a sealed two bid tender system awarded/allotted to the consortium consisting of (i) Mastiff Industries Pvt. Ltd. (Lead Member) (ii) Surprise Suppliers Pvt. Ltd. (Relevant Member) the plot no. GH-01, Sector-10, Greater Noida after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation/Acceptance Letter No. PROP/BRS-05/2010-11/442 dated 25.03.2011 and Allotment Letter No. PROP/BRS-05/2010-11/455 dated 30.03.2011 for development and marketing of Group Housing Pockets/Flats/Plots.
- C. The consortium through its lead member M/s Mastiff Industries Pvt. Ltd. has approached to the Lessor in accordance with the clause C-8 of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl. No.	Plot No./Sector	As per allotment sub divided area (in sq. m.)	Areas as per lease plan (in sq. m.)	Name of Member	Status
1.	GH-01A, Sector-10	24480	24536.74	M/s Hebe Infrastructure Pvt. Ltd. (SPC of M/s Mastiff Industries Pvt. Ltd. - Lead Member & M/s Surprise Suppliers Pvt. Ltd. - Relevant Member)	SPC

2.	GH-01B, Sector-10	12240	12250.70	M/s Dhanya Promoters Pvt. Ltd. (SPC of M/s Mastiff Industries Pvt. Ltd. - Lead Member & M/s Surprise Suppliers Pvt. Ltd. - Relevant Member)	SPC
3.	GH-01C, Sector-10	12240	12250.70	M/s Jatasya Promoters Pvt. Ltd. (SPC of M/s Mastiff Industries Pvt. Ltd. - Lead Member & M/s Surprise Suppliers Pvt. Ltd. - Relevant Member)	SPC
4.	GH-01D, Sector-10	12240	12250.70	M/s Nivas Promoters Pvt. Ltd. (SPC of M/s Mastiff Industries Pvt. Ltd. - Lead Member & M/s Surprise Suppliers Pvt. Ltd. - Relevant Member)	SPC

- D. The said registered consortium has given an undertaking dated 17.10.2012 to indemnify the Lessor which shall be part of this lease deed and shall in no way exonerate from their liability to perform and pay as per the terms of allotment till all the payments are made to the Lessor.
- E. The Lessor approved the aforesaid sub-division vide letter no. Builders/BRS-05-2010-11/557 dated 12.10.2012 and name and status of the Lessee on the request of consortium in accordance with clause C-8(e) of the brochure/bid document of the scheme, to develop and market the project on demarcated/sub-divided Plot No. GH-01A, Sector-10, Greater Noida measuring 24480 sq. mtr. As per lease plan actual area is 24536.74 sq. mtr. out of which presently 23657.31 sq. mtrs. land area is being leased to the Lessee.
- F. The Lessor executed a Lease Deed dated 18.10.2012, which was duly registered with the Sub-Registrar, Sadar, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, registered in Book No 1, Volume No. 11784, from Pages 259 to 292, having Document No. 19964, registered on 18.10.2012 (hereinafter referred to as the "Lease Deed") for the lease term of 90 (ninety) years commencing from 18.10.2012 to demise the Said Land/Plot No. GH-01A, area measuring 23657.31 Sq. mtr., Sector-10, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh in favour of **M/s Hebe Infrastructure Pvt. Ltd.** on and subject to covenants, terms and conditions, inter-alia, to construct and thereafter transfer the developed Flats/Dwelling Units/Commercial Space and Facilities in favour of its Allottee/Sub-Lessee by executing the Sub-Lease Deed, for the un-expired period of Lease Deed executed in favour of the Lessee by the Lessor.
- G. The Lessee had obtained approval of layout for development of Group Housing project on the above said land, project known as "**Mahagun Mantra-II**", having division of said land into various part for development of Group Housing, Commercial, and Facilities etc. and carried out internal development work comprising of site clearance, leveling, construction of roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation,



horticulture, development of parks, parking spaces as per norms fixed by the Lessor and obtained sanction of the building plans for development and construction of the Group Housing Building on the Said Land and as such, have constructed multi-storied complex and each consisting of several Flats/Dwelling Units, Club, Commercial Spaces, Gymnasium, Swimming Pool, Service Building, etc. The said Building together with the Said Land shall hereafter be referred to and named as the "Mahagun Mantra-II".

- H. The Sub-Lessee named above, applied to the Lessee for allotment of a Flat/Dwelling Unit and the Lessee allotted a Flat/Dwelling Unit bearing No.____, on _____ Floor, Block-_____, total Super area approximate _____ Sq. Ft. (_____ Sq. mtrs.), built on Plot No.GH-01A, situated at Sector-10, Greater Noida, District Gautam Budh Nagar, U.P. together with proportionate rights to use the common covered area, including all easement rights attached thereto, (hereinafter referred to as "Said Flat/Dwelling Unit") alongwith undivided and impartible lease-hold rights in the portion of the Said Land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the ratio of the super area of the said Flat/Unit to the total super area in the Complex, more fully described in the Schedule given hereunder, on the terms and conditions as contained in the terms and conditions of Allotment dated _____ executed between the Lessee and the Allottee/Sub-Lessee.
- I. The Lessee has since completed the construction of the said Dwelling Unit and obtained the occupation certificate for the said Dwelling Unit from the Lessor and have offered the same to the Sub-Lessee to take possession.
- J. The Sub-Lessee has carried out the inspection of the lease deed executed in favour of Lessee by the Lessor, building plans of said project/dwelling unit and has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said Flat/Dwelling unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.
- K. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.
- L. Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.

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

1. That in consideration of the amount of Rs:_____/-(Rupees _____ Only) paid by the Allottee/Sub-Lessee to the Lessee, the receipt whereof



the Lessee hereby admits and acknowledges, and the Allottee/Sub Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Letter, the Lease Deed executed between the Lessor and the Lessee and the terms and conditions of Allotment Letter, executed between the Allottee/Sub-Lessee and the Lessee, the Lessee doth hereby agrees to demise and the Allottee/Sub-Lessee agrees to take on Sub-Lease the Said Flat/Dwelling Unit with all its sanitary, electrical, sewerage and other fittings and for clearness has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said Flat/Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

2. That the Lessor and Lessee doth hereby grant Sub-Lease of the said Flat/Dwelling Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from 18.10.2012.
3. The vacant and peaceful possession of the Said Flat/Dwelling Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself as to the area of the Said Flat/Dwelling Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
4. That the said project is situated at Plot No.GH-01A, Sector-10, Greater Noida, District Gautam Budh Nagar, U.P. and the maintenance charges of the project are applicable and payable by the Sub-Lessee. The Sub-Lessee has executed separate agreements namely Maintenance Agreement and Electricity Supply Agreement of the said Project, thus the Sub-Lessee shall be bound by all the covenants and conditions therein.
5. That the up-keeping and maintenance of the project "**Mahagun Mantra-II**" shall be carried out by the Maintenance Agency till it be handed over to the A.A.O. (Association of Apartment Owners) as mentioned in UP Apartment Act, 2010 as amended upto date.
6. That the electricity supply to the Flat/Dwelling Unit of the Project "**Mahagun Mantra-II**" has been provided from single point electricity connection through separate meters. The maintenance charges of the Project "**Mahagun Mantra-II**", the Electricity consumption charges and Power Back-up charges (if availed) will be charged through that electricity meter on prepaid basis, the electricity supply of the



Flat/Dwelling 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.

7. That for computation purpose, the super area means and includes the covered area, areas of the balconies, cupboards, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/ overhead water tanks, munties, entrance lobbies, electric substation, pump house, shafts, guard rooms and other common facilities of the Said Flat/Dwelling 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 Flat/Dwelling Unit. The title of the said Flat/Dwelling Unit is being transferred to the Sub-Lessee through this Sub-Lease Deed and the super area shall consists of area as declared in the form of declaration Form "A" and the Lessee shall have unfettered rights to use /lease of an independent area not part of loading in super area.
8. That the Sub-Lessee shall not be entitled to claim partition of his undivided share in the land of the project "**Mahagun Mantra-II**", as aforesaid, and the same shall always remain undivided and impartibly and unidentified. It is further clarified that the interest of the Sub-Lessee shall be confined in the Said Land only.
9. The Sub-Lessee undertakes to put to use the said Flat/Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the said Flat/Dwelling Unit other than residential will render Sub-Lease liable for cancellation and the Sub-Lessee will not be entitled to any compensation whatsoever.
10. That except for the transfer of said Flat/Dwelling 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, unreserved open and covered parking spaces, club and facilities therein, storage areas etc., and the un-allotted areas and Flats/Dwelling Units, shopping areas, if any, shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who has all the right to dispose of these properties.
11. That the said Flat/Dwelling Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself to facilitate his loan/ financial assistance for purchase of the said Flat/ Dwelling Unit.
12. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on provided always that the



Lessor shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee.

13. That the Lessor has received one time lease rent in respect of the said land from the Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said Flat/Dwelling Unit during the period of Sub-Lease.
14. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, compensation to the farmers, metro cess, cess, charges, levies and impositions, levied by the Lessor and/or any other local or statutory authority from time to time in proportion to the area of the said Flat/ Dwelling Unit from the date of allotment of the said Flat/Dwelling Unit by the Lessee.
15. 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, Declaration Deed and the Allotment Letter and the terms & conditions of Allotment Letter and punctually observe the same in respect of the said Flat/Dwelling Unit purchased by him. The Lease deed and the Declaration Deed shall be deemed to be a part of this Sub Lease Deed. The Sub-Lessee confirms that he has received a copy of the said lease deed and declaration deed.
16. That the Sub-Lessee shall not sell, transfer or assign, mortgage or sublet the whole or any part of the said Flat/Dwelling Unit to anyone except with the previous consent in writing of the Lessor and on such terms and conditions including the transfer charges/ fees as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties.
17. That whenever the title of the Sub-Lessee in the said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed, Lease Deed and the terms and conditions of Allotment and the Maintenance Agreement referred to elsewhere in this Sub-Lease Deed and he will be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said Flat/Dwelling Unit.
18. a) That whenever the title of the said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferor and transferee shall within Three (3) months of transfer give notice of such transfer in writing to the Lessor and to the Lessee and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance dues and other charges payable to the Maintenance



Agency and obtain the No Dues of certificate from the Lessee or its nominee or the Association of Apartment Owners, as the case may be and No Dues for the Society Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Flat/Dwelling Unit, failing which the transferee occupying the said Flat/Dwelling Unit shall have to pay the outstanding dues to the Maintenance Agency.

b) In the event of death of the Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within Three (3) months of devolution give notice of such devolution to the Lessor and the Lessee/Maintenance Agency/ Association of Apartment Owners (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Lessor or any other Government Agency.

c) The transferee or the person on whom the title devolves as the case may be, shall furnish to the Lessor/Lessee and to the nominated Maintenance Agency certified copies of documents evidencing the transfer or devolution.

19. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said Flat/Dwelling Unit for purposes of private dwelling only in accordance with law.
20. That the Sub-Lessee may mortgage the said Flat/Dwelling Unit in favour of the State or Central or financial institutions /commercial banks, etc., for raising loan with the prior permission of the Lessor and Lessee in writing before execution of Sub-Lease Deed. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said Flat/Dwelling Unit as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court of law.
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 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 to the Sub-Lessee, except in case of emergency during the term of the Sub-Lease.



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 Flat/Dwelling Unit hereby transferred.
23. So long as each said Flat/Dwelling Unit shall not be separately assessed for the taxes, duties etc., the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Flat/Dwelling Unit to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lessee(s) of the Housing Complex shall deposit the same with the concerned Authority/Lessor.
24. That under the terms of the lease executed in favour of the Lessee by the Lessor, the Lessee/Sub-Lessee shall make arrangements for the maintenance of complex and common open areas and services provided therein by the Lessee for the common use of all the occupants of the Complex. For this purpose the Lessee may appoint any body/corporate or any Maintenance Agency which shall be appointed for a period of two years reckoned from the date of last completion of the building block in the complex. The Sub-Lessee shall enter into a separate Maintenance Agreement with the Maintenance Agency and agrees to abide by the terms of the same. In case of failure of the Sub-Lessee, the Lessor may act as per terms of original Lease Deed executed on dated 18.10.2012 and registered on 18.10.2012 between Lessor and Lessee.
25. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Flat/Dwelling Unit.
26. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Flat/Dwelling Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other/ neighbouring 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 Lessor now existing or herein after to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the Housing Complex.
27. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, facilities and services not handed over to him/her/them and shall also have no right to use the facilities and services not



specifically permitted to use. Besides not interfering in the right over the usage of firefighting system including the water reservoir and the STP units which is to be used as common between the residential and all the adjoining commercial complex, schools, nursing home or any other structure within the premises of the project. All unauthorized encroachments or temporary/ permanent constructions carried out in the said Flat/Dwelling Unit or on the open or covered Car Parking space by the Sub-Lessee shall be liable to be removed at his own cost by the Lessor or by the Lessee and/or by the Maintenance Agency with the prior approval of the Lessor. The charges levied by the Lessor in this regard shall be finalized and binding on the Sub-Lessee.

28. That the Sub-Lessee shall on the determination of the Sub-Lease of his share in the land, peaceably yield up the proportionate interest in the Land of project **"Mahagun Mantra-II"**, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.
29. That the Complex alongwith lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expenses of the Sub-Lessee by the Lessee or the Maintenance Agency and all the Sub-Lesseees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub-Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.
30. That the Sub-Lessee shall maintain the said Flat/Dwelling Unit including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the Building/ Complex. Further, he will allow the Complex maintenance teams access to and through the said Flat/Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the Local Authorities or the Association of the Sub-Lesseees.
31. That it shall be incumbent on each Sub-Lessee to form and join an Association comprising of the Sub-Lesseees for the purpose of management and maintenance of the Complex as per provisions provided in the U.P. Apartment Act 2010 as amended upto date. Only common services shall be transferred to the Association. Facilities like dormitories, 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 deems fit. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc.

32. That the Sub-Lessee may get insurance of the said Flat/Dwelling Unit alongwith contents lying in the said Flat/Dwelling Unit at his own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/Complex or any part thereof. The Sub-Lessee shall always keep the Lessee or its Maintenance Agency or Association of Apartment Owners, harmless and indemnified for any loss and/or damages in respect thereof.
33. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Flat/Dwelling Unit in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior 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.
34. That the Sub-Lessee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the exterior façade of the building or anywhere on the exterior or on common areas or on roads of the Complex.
35. 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.
36. 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.
37. That the Lessee/Sub-Lessee/Tenant shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee/Sub Lessee/tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be constructed over the demised wall of the building.
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 Flats/ Dwelling Units.



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

- i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Sub-Lessee will get the same repaired.
- ii) Changes that may affect the façade of the unit (e.g. changes in windows, tampering with external, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
- iii) Making encroachments on the common spaces in the complex

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

- (i) No changes in the internal lay-out of a flat should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required.
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) All the plumbing problems should be attended only by qualified or experienced plumber in the building. The plumbing Network inside the Flat/Dwelling Unit is not tampered with or modified in any case.
- (iv) Use of acids for cleaning the toilets should be avoided.
- (v) All the external disposal services to be maintained by periodical cleaning.
- (vi) No alterations will be allowed in elevation, even of temporary nature.
- (vii) Any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.
- (viii) Sub-Lessee shall not cover the balcony/terrace of his Flat/Dwelling Unit by any structure, whether permanent or temporary.
- (ix) The Sub Lessee shall ensure that all water drains in the Flat/Dwelling Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., he should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
- (x) Sub-Lessee should avoid random parking of his 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 Maintenance Agency/Association of Apartment Owners. The Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile.



- (xii) Sub-Lessee is not allowed to put the grills in the Flat/Dwelling Unit as per individual wish, only the designs approved by the Lessee will be permitted for installation.
41. That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011 as amended upto date and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by all the Parties.
42. That the Sub-Lessee and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises or the sanitary/water/electricity works therein.
43. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed shall be borne by the Sub-Lessee.
44. After this Deed is executed, no disputes or differences relating to the registration, booking and allotment and in all such matters as are instrumental to these and are likely to effect the mutual right, interest privileges and claim of the Sub Lessee would be entertained.
45. In the event of any dispute still arising with regard to the terms and conditions of this deed the same shall be subject to the jurisdiction of Distt. Court, Gautam Budh Nagar and the High Court of Judicature at Allahabad.
46. 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.
47. 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,
48. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer.
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 and the same shall be binding and acting upon the Lessee/Sub-Lessee.

50. That in case of any breach of the terms and conditions of this deed by the Sub-Lessee, and/or breach of terms and conditions of the Lease Deed executed between the Lessor and the Lessee and terms and conditions of Allotment for said Flat/Dwelling Unit between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Flat/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Flat/Dwelling Unit, if it is occupied by any structure built un-authorisedly by the Sub-Lessee, the Lessor and/or the Lessee will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.
51. If the Sub Lessee is found to have obtained the allotment of the Sub-Lease of the said Flat/Dwelling Unit by any misrepresentation/ misstatement or fraud this deed may be cancelled and the possession of the said Dwelling Unit may be taken over by the Lessor/Lesser and the Sub Lessee in such an event will not be entitled to claim any compensation in respect thereof.
52. That all provisions, notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. ACT NO. 6 OF 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).
53. That the declaration as provided in the section 12 of U.P. Apartment Act, 2010 as amended upto date has been submitted by the Lessee in the office of competent Authority in respect of the building "Mahagun Mywoods".
54. All clause of the Lease Deed executed by Greater Noida in favour of "Hebe Infrastructure Pvt. Ltd." on 18.10.2012 and registered on 18.10.2012 shall be applicable to this Deed. In case of any repugnancies of any provision of the Lease Deed and this Deed the former shall prevail.

SCHEDULE OF FLAT/DWELLING UNIT

Residential Flat/Dwelling Unit bearing No.____, on ____ Floor in Block-____, consisting of ____Bed Rooms, One Living Cum Dining Room, One Kitchen, ____ Toilets and Balcony(s), having a Total Super area approximate ____ Sq. Ft.



(_____ Sq. Mtr.) and covered area _____ Sq. Ft. (_____ Mtr.) along with right to use _____ Car Parking Space in the "Mahagun Mantra-II", built on Plot No.GH-01A, situated at Sector-10, Greater Noida, District Gautam Budh Nagar, U.P. along with undivided, impartibly, unidentified lease-hold 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 the enclosed plan and bounded as follows:-

East:
West:
South:
North:

As per the Floor Plan

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

In presence of:
Witnesses:

Signed for & on behalf of the
LESSOR

(1) _____

Name: _____
S/D/W: _____
Address: _____

Draft only

(2) _____

Name: _____
S/D/W: _____
Address: _____

Signed for & on behalf of the
LESSEE

SUB-LESSEE/S

Ameyan